




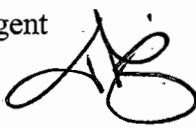
Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 4

**DATE:** March 23, 2020

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

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

**FROM:** Theresa A. Avery, Sr. Acquisition Agent  
Real Estate Management Division 

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval of purchase above appraised value, approval and execution of Contract for Sale and Purchase and Access Easement Agreement between Land Owner WL LLC and Orange County, approval and execution of Purchase Agreement between Tri-County Road 27, Inc. and Orange County, approval and execution of Pond Use Agreement between Certus WL Owner LLC and Orange County, Florida, approval of Warranty Deed and Temporary Construction Easement from Land Owner WL LLC to Orange County, approval of Temporary Construction Easement from Certus Owner WL LLC to Orange County, delegation of authority to the Real Estate Management Division to extend, terminate, and furnish notices under the contract, and authorization to disburse funds to pay purchase price, closing costs, attorney fees, and expert costs, and perform all actions necessary and incidental to closing

**PROJECT:** Lake Underhill Road (Goldenrod Road to Rouse Road)  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of road widening improvements.

**ITEMS:**

- Contract for Sale and Purchase (Parcel 9121)  
Cost: \$3,318,985.40
  
- Access Easement Agreement (Instrument 8121.1)  
Size: 3,019.20 square feet
  
- Purchase Agreement  
Cost: \$500,000.00
  
- Pond Use Agreement  
Revenue: None  
Size: 4.664 acres
  
- Warranty Deed (Instrument 9121.1)  
Size: 4.664 acres
  
- Temporary Construction Easement (Instrument 7121.1)  
Size: 3,019.20 square feet  
Term: 7 years after the commencement of construction of the road project
  
- Temporary Construction Easement (Instrument 7205.1)  
Size: 17,785.94 square feet  
Term: 7 years after the commencement of construction of the road project

**BUDGET:**

- Account No.: 1312-072-5090-6110 (\$1,300,100.00)
- Account No.: 1023-072-5090-6110 (\$2,633,947.70)

**FUNDS:**

- \$3,934,047.70 Payable to First American Title Insurance Company  
(purchase price, closing costs, attorney fees, and expert costs)

**APPROVALS:**

- Real Estate Management Division
- County Attorney's Office
- Public Works Department
- Risk Management Division

**REMARKS:**

The subject property is located on the south side of Lake Underhill Road just west of Rouse Road. Parcels 9121, 8121, 7121, and 7205 are needed for the Lake Underhill Road (Goldenrod Road to Rouse Road) road widening project. This settlement is in lieu of eminent domain proceedings.

Pursuant to the Contract for Sale and Purchase with Land Owner WL LLC (Land Owner), County will be acquiring in fee simple a pond site containing 4.664 acres, as well as an access easement and two temporary construction easements. County is also entering into a Pond Use Agreement with Certus WL Owner LLC (Certus), which is an entity related to Land Owner and

which is constructing a senior living facility on lands abutting the pond site, that will allow Certus to install and maintain within County's pond site a single fountain and other improvements, subject to obtaining a right-of-way utilization permit from County.

Pursuant to the Purchase Agreement with Tri-County Road 27, Inc., County is purchasing the termination of an existing Easement Agreement recorded in 2017, which Easement Agreement would have allowed a communications structure to be constructed on a portion of the lands being acquired by County, and which proposed structure would be in conflict with County's proposed pond and road widening project.

Seller to pay prorated taxes. County to pay all recording fees, title premium, and closing costs.

REQUEST FOR FUNDS FOR LAND ACQUISITION

X Under BCC Approval

Under Ordinance Approval

Date: March 12, 2020

Total Amount: \$3,934,047.70

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)

Parcels: 9121 f/k/a 1121 and 9121.3

Charge to Account # 1312-072-5090-6110 -- \$1,300,100.00  
1023-072-5090-6110 -- \$2,633,947.70

Controlling Agency Approval Signature \_\_\_\_\_ Date 3/16/20

Printed Name: Pat Davis Date 3/16-20

Fiscal Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

3/10/20  
3/16/20

TYPE TRANSACTION (Check appropriate block(s))  
X Pre-Condernation \_\_\_\_\_ Post-Condernation \_\_\_\_\_ N/A \_\_\_\_\_ District # 4

\_\_\_\_ Acquisition at Approved Appraisal  
\_\_\_\_ Acquisition at Below Approved Appraisal  
X Acquisition at Above Approved Appraisal  
\_\_\_\_ Advance Payment Requested

First American Title Insurance Company 931 S. Orlando Avenue Maitland, FL 32751	
Purchase Price: (9121)	\$3,318,965.40
Attorney's Fees:	\$80,000.00
Expert Fees:	\$21,000.00
Purchase Price: (9121.3)	\$500,000.00
Closing/Search Cost/Title Insurance	\$13,472.50
Orange County Comptroller (Recording fees)	\$589.80
<b>Total:</b>	<b>\$3,934,047.70</b>

DOCUMENTATION ATTACHED (Check appropriate block(s))

X Contract/ Agreement (9121 f/k/a 1121 and 9121.3)  
\_\_\_\_ Copy of Executed Instrument (SWD)  
X Certificate of Value  
X Settlement Analysis

Payable to:  
First American Title Insurance Company \$3,934,047.70

~~IMPORTANT: CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)~~

*Wire transfer see below*

Recommended by Theresa A. Avery  
Theresa A. Avery, Sr. Acquisition Agent, Real Estate Mgt. Div

Date 03/12/20

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

Date \_\_\_\_\_

or  
Payment Approved William Blackham  
William Blackham, Asst. Mgr. Real Estate Management Div.

Date 3/16/20

Payment Approved Damian E. Czapka  
Damian Czapka, Chief Engineer, Public Works

Date 03/13/20

Payment Approved \_\_\_\_\_  
Elaine M. Asad, Sr. Assistant County Attorney, County Admin.

Date 3/13/20

Certified Katie Smith  
Approved by BCC \_\_\_\_\_ Deputy Clerk to the Board

Date APR 07 2020

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants

Check No. / Date \_\_\_\_\_

REMARKS: This Parcel will close by Wire Transfer for the payment of \$3,934,047.70. Instructions will be sent one the Closing date is determined. Please Contact Theresa A. Avery @ 407-836-7084 (Theresa.Avery@ocfl.net) if there are any questions.  
BoCC April 7, 2020 (90 days) due diligence.

Request For Funds 1-15-19 P. Sladek & R. Corriveau 031220ta

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2020

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2020

Prepared by and return to:

Zachry C. Lever, Esquire  
Driver, McAfee, Hawthorne &  
Diebenow, PLLC  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

Parcel ID: A portion of 28-22-31-0000-00-031

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

WARRANTY DEED

This WARRANTY DEED is made as of the 20<sup>th</sup> day of May 2020 by LAND OWNER WL LLC, a Florida limited liability company ("Grantor"), whose post office address is 1969 South Alafaya Trail, #377, Orlando, Florida 32828, to ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("Grantee"), whose post office address is P.O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situated in Orange County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons whosoever, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the "Permitted Exceptions"); provided, however, this reference shall not serve to reimpose the same. Taxes accruing subsequent to December 31, 2019.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed as of the day and year first above written.


Signed, sealed, and delivered  
in the presence of:

**SELLER:**

LAND OWNER WL LLC, a Florida limited  
liability company

WITNESSES:



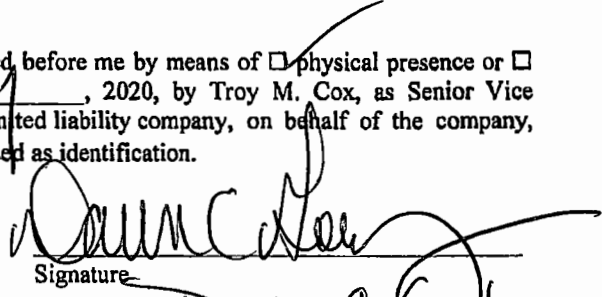
By:   
Troy M. Cox  
Senior Vice President

Print Name: Troy M. Cox

Print Name: Dawn C Gourley

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of May, 2020, by Troy M. Cox, as Senior Vice President of LAND OWNER WL LLC, a Florida limited liability company, on behalf of the company, who is  personally known to me or  produced as identification.

  
Signature

Print Name: Dawn C Gourley  
Notary Public, State and County aforesaid  
Commission No.: GG-67471  
My Commission Expires: January 30, 2021



**EXHIBIT A TO WARRANTY DEED**

Legal Description of the Property

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the POINT OF BEGINNING; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

A PARCEL OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20170216641 OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°56'04" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 872.96 FEET TO A POINT LYING ON THE WEST LINE OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20160115373, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'12" EAST, ALONG SAID WEST LINE, 538.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 90°00'00" EAST, 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 237.20 FEET; THENCE RUN SOUTH 00°00'14" WEST, 96.96 FEET TO A POINT LYING ON THE SOUTH LINE OF AFORESAID LANDS, DESCRIBED IN DOCUMENT # 20170216641; THENCE RUN NORTH 89°59'46" WEST, ALONG SAID SOUTH LINE, 237.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 00°00'12" EAST, ALONG THE WEST LINE OF SAID LANDS, 96.94 FEET TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT:

A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 888.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.



**EXHIBIT "B"**

**(Permitted Exception")**

**Permitted Exception:**

1. Terms and Conditions of the Pond Use Agreement between Certus WL Owner LLC, a Florida limited liability company and Orange County. (As to Parcel "A")

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2020

## CONTRACT FOR SALE AND PURCHASE

STATE OF FLORIDA

COUNTY OF ORANGE

THIS CONTRACT, made between LAND OWNER WL LLC, a Florida limited liability company, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

WHEREAS, BUYER requires the land described on Exhibit "A" attached hereto for the above referenced project and SELLER agrees to furnish said land for such purpose.

A portion of Property Appraiser's Parcel Identification Number: 28-22-31-0000-00-031

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), each to the other paid, the parties hereto agree as follows:

1. SELLER agrees to sell and convey said land unto BUYER by Warranty Deed, in the form set forth in Exhibit "C" attached hereto (the "Warranty Deed"), subject to confirmation of the legal description pursuant to Section 6.J. of this Contract by Orange County (to be completed at date of closing) free and clear of all liens and encumbrances, arising by, through, or under SELLER for the total sum of Three Million Three Hundred Eighteen Thousand Nine Hundred Eighty Five and 40/100 Dollars (\$3,318,985.40).
2. This transaction shall be closed and the deed and other closing papers delivered on or before ninety (90) days from the Effective Date of this CONTRACT. 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 a Title Company designated by the BUYER.
3. SELLER agrees that prior to closing, BUYER shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the property. BUYER, through its agents, shall have the right to enter upon the property for the purpose of performing such activities, provided said activities shall not materially damage the property. During the time prior to closing hereunder, to the extent permitted by law, BUYER shall indemnify, defend, and hold harmless SELLER and SELLER's members, managers, officers, representatives, employees, property managers, agents, and affiliates from and against all loss, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to any asset or otherwise) resulting from the negligence of BUYER or any agent of BUYER upon the Property, unless any of the same are caused by the negligence or misconduct of SELLER.
4. Expenses:
  - A. Ad valorem property taxes for the year of closing shall be prorated as of the closing date and said prorated amount shall be paid by SELLER pursuant to Section 196.295, Florida Statutes. At SELLER'S election, SELLER'S share of prorated taxes may be deducted from the proceeds of sale and remitted by First American Title Insurance Company to the County tax collector on SELLER'S behalf.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

Unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by SELLER for the year of conveyance. In the event that, as of closing, there are any outstanding unpaid property taxes for years prior to the year of closing, then SELLER shall be responsible for payment of the same, on the entirety of the tax parcels for which BUYER is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

B. Title insurance is to be paid by BUYER.

C. Survey is to be paid by BUYER.

D. BUYER shall pay SELLER's reasonable attorneys' fees and costs in the total amount of \$80,000.00. SELLER acknowledges SELLER has retained the services of more than one attorney/law firm to represent its interests in this matter and as a result, SELLER shall be solely responsible for the distribution of the attorney fees paid hereunder to those attorneys/law firms having represented SELLER. Further, SELLER specifically acknowledges and waives any claim for non-monetary benefits and/or claims for attorney fees arising therefrom. SELLER does hereby agree to indemnify and hold harmless BUYER in connection with and from any and all causes of action, liabilities, losses, damages, claims, costs (including attorney fees) or litigation, arising out of, attributable to, resulting from SELLER'S attorneys seeking payment for attorney fees, including claims by its attorneys for non-monetary benefits and for attorney fees for non-monetary benefits.

E. BUYER shall pay SELLER's expert fees and costs in the total amount of up to \$21,000.00, provided that SELLER delivers invoices to BUYER substantiating such fees and costs.

5. This CONTRACT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitute the CONTRACT between SELLER and BUYER. 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.

6. Special clauses:

A. This CONTRACT is contingent upon delivery by SELLER to BUYER in recordable form all instruments necessary to convey clear title to the property.

B. This CONTRACT FOR SALE AND PURCHASE is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

C. SELLER and BUYER shall execute and deliver an Access Easement Agreement at closing in the form set forth in Exhibit "E" attached hereto. The Access Easement Agreement shall be recorded in the Official Records of Orange County, Florida contemporaneously with the Warranty Deed in favor of the BUYER.

D. SELLER shall execute and deliver Temporary Construction Easements at closing in the forms set forth in Exhibit "F" and Exhibit "G" attached hereto. The Temporary Construction Easements shall be recorded in the Official Records of Orange County, Florida contemporaneously with the Warranty Deed in favor of the BUYER.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

E. Effective upon the closing contemplated under this CONTRACT, except as otherwise expressly provided by this CONTRACT (including without limitation the compensation to be paid by BUYER to SELLER as described in Section(s) 1, 4(D) and 4(E) of this CONTRACT above), SELLER hereby releases, discharges, and acquits BUYER and all employees, agents, attorneys, consultants, contractors, subcontractors, successors, assigns, representatives, and elected officials of BUYER from any and all claims, actions, causes of actions, suits, obligations, promises, controversies, costs, expenses, losses, liabilities, damages, and/or demands of every kind, character, and nature, whether legal or equitable in nature and whether in contract or in tort – including without limitation: (i) claims for attorney’s fees, for appraisal fees, for accountant’s fees, for fees of other professionals, experts, and consultants, for costs, for non-monetary benefits, and/or for attorney’s fees based upon on non-monetary benefits pursuant to Section 73.092, Florida Statutes; and/or (ii) other claims, causes of actions, etc. that could have been raised by SELLER (including without limitation under Chapters 73 and/or 74, Florida Statutes) had BUYER commenced eminent domain proceedings against SELLER – which SELLER has asserted, could have asserted, or would hereafter have been able to assert, or which may now have or which may hereafter accrue, concerning, arising out of, or relating to in any way BUYER’s acquisition of Parcel(s) 9121 a/k/a 1121 as described in Section EXHIBIT "A" of this CONTRACT above.

F. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

G. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.

H. Effective Date: This CONTRACT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners; provided, however, if this CONTRACT has not been approved by the Orange County Board of County Commissioners prior to April 7, 2020, then SELLER shall have the right to terminate this CONTRACT by delivering written notice to BUYER.

I. BUYER shall have ninety (90) days after the Effective Date (the “Inspection Period”) to determine whether BUYER is willing to accept title to and acquire the property from SELLER. BUYER may terminate this CONTRACT by notifying SELLER in writing before 5:00 p.m. Eastern Time on the last day of the Inspection Period. If such written notice is not timely given by BUYER, then BUYER’s right to terminate pursuant to this section shall expire and the parties shall proceed to Closing pursuant to the terms and conditions of this CONTRACT. Notification shall be sent to SELLER c/o Troy M. Cox, Manager of CERTUS GP LLC, a Florida limited liability company, which is the Manager of CERTUS SL INVESTORS LLC, a Florida limited liability company, which is the Manager of CERTUS RAC TESSIE I LLC, a Florida limited liability company, which is the Manager of LAND OWNER WL LLC, a Florida limited liability company, 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, via email at: [Troy@certusseniorliving.com](mailto:Troy@certusseniorliving.com). On or before twenty (20) days following the Effective Date of this CONTRACT, BUYER shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment June 17, 2006) committing to insure BUYER as purchaser of the property in the amount of the purchase price (hereinafter referred to as the “Commitment”), evidencing that marketable fee simple title to the property is currently vested in SELLER free and clear of all liens, encumbrances or other matters of record whatsoever.

In the event that BUYER shall determine that any one or more of the exceptions listed as such in the Commitment for title insurance are unacceptable to BUYER in its sole discretion; BUYER shall notify SELLER of that fact in writing on or before fifteen (15) days following BUYER’s receipt of the Commitment. Such written notice sent to SELLER c/o Troy M. Cox, Manager of CERTUS GP LLC, a Florida limited liability

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

company, which is the Manager of CERTUS SL INVESTORS LLC, a Florida limited liability company, which is the Manager of CERTUS RAC TESSIE I LLC, a Florida limited liability company, which is the Manager of LAND OWNER WL LLC, a Florida limited liability company, 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, via email at: [Troy@certusseniorliving.com](mailto:Troy@certusseniorliving.com) shall specify those exceptions listed as such in the Commitment which are objectionable to BUYER (hereinafter referred to as "Title Defects"), and SELLER may take up to fifteen (15) days to cure or eliminate the Title Defects at SELLER's election and without obligation to incur expense or to initiate legal proceedings. If SELLER is successful in curing or eliminating the Title Defects, the closing hereunder shall take place on the date specified in Paragraph 2 hereof. In the event SELLER is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, BUYER shall either (a) extend the time period for SELLER to cure or eliminate the Title Defects, (b) elect to terminate this CONTRACT on account thereof, (c) elect to close its purchase of the property and accept a conveyance of SELLER's title thereto on the date specified in Paragraph 2 hereof, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date specified in Paragraph 2 hereof. In the event that BUYER 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 SELLER and sent to SELLER c/o Troy M. Cox, Manager of CERTUS GP LLC, a Florida limited liability company, which is the Manager of CERTUS SL INVESTORS LLC, a Florida limited liability company, which is the Manager of CERTUS RAC TESSIE I LLC, a Florida limited liability company, which is the Manager of LAND OWNER WL LLC, a Florida limited liability company, 1969 South Alafaya Trail, # 377, Orlando, Florida 32828 via email at: [Troy@certusseniorliving.com](mailto:Troy@certusseniorliving.com) on or before the expiration of the Inspection Period described herein, this CONTRACT shall terminate. In the event BUYER elects to proceed on its own to cure or eliminate the Title Defects, SELLER agrees to provide its reasonable cooperation in connection with BUYER's efforts but SELLER shall have no obligation to incur expense or to initiate legal proceedings.

J. Survey. Within sixty (60) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice 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. Upon BUYER and SELLER'S approval of the Survey and the survey legal description, 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 a) legal description on Exhibit "A" referenced herein; b) in the documents of conveyance, including, but not limited to, the Warranty Deed referenced herein as Exhibit "C"; and c) in the Owner's Title Insurance Policy to be issued to BUYER hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to BUYER, in its sole discretion, these shall be treated as Title Defects. BUYER may in its sole discretion, treat these as "Exceptions," as defined herein. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

K. SELLER and BUYER acknowledge that CERTUS WL OWNER LLC, a Florida Limited liability Company ("CERTUS") with a principal place of business at 1969 South Alafaya Trail, # 377, Orlando, Florida 32828 owns the property contiguous to and adjacent to Parcel 9121 a/k/a 1121 on the south side. SELLER AND BUYER acknowledge and agree that CERTUS is desirous of installing a fountain in the BUYER'S retention pond, which pond is to be constructed by the BUYER, at Buyer's sole expense, as part of Parcel 9121 a/k/a 1121. SELLER AND BUYER further acknowledge that fencing around the perimeter of Parcel 9121 a/k/a 1121 (except as may be limited by wetlands) shall consist of vinyl coating chain link black fence, type B, 6 feet tall.

SELLER and BUYER agree that at no time prior to BUYER'S construction of the retention pond shall

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
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CERTUS or subsequent owner have the right to construct such fountain.

BUYER agrees that CERTUS, or subsequent owner, will, upon construction and completion of the retention pond on Parcel 9121 a/k/a 1121, have the right to construct and install its fountain, subject to CERTUS securing the required Right-of-Way Utilization Permit and any other Federal, State and Local required permits, and that BUYER will not unreasonably withhold a Right-of-Way Utilization Permit at the time CERTUS constructs the fountain. CERTUS will submit its plans for the fountain to BUYER for BUYER'S review and consent to construct, for which BUYER will not unreasonably withhold such approval. The terms and provisions of the use of the fountain improvements shall be governed by the Pond Use Agreement set forth in Exhibit "D" attached hereto (the "Pond Use Agreement"). In the event of any conflict between the terms of this Contract and the terms of the Pond Use Agreement, the terms of the Pond Use Agreement shall control. The Pond Use Agreement shall be recorded in the public records of Orange County, Florida at the closing of the transaction contemplated by this Contract.

L. This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions, and discussions, whether written or oral, between the parties to this Contract. No oral statements or prior written matter not specifically incorporated in this Contract shall be of any force and effect. The parties agree that in entering into this Contract, each relies solely upon the representations and agreements contained herein. The Contract includes and incorporates all Exhibits attached hereto.

[remainder of page intentionally blank; signature page follows]

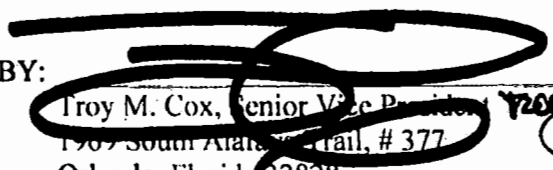
Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the dates written below.

**SELLER**

**LAND OWNER WL LLC,  
a Florida limited liability company**

BY:

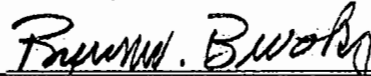
  
Troy M. Cox, Senior Vice President  
1707 South Alafair Trail, # 377  
Orlando, Florida 32828

**BUYER**

**ORANGE COUNTY, FLORIDA**

BY: Board of County Commissioners

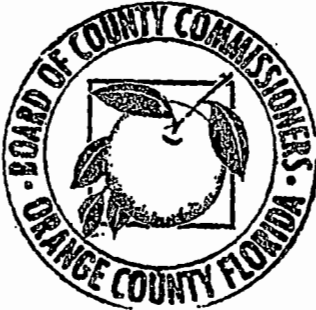
By:



for Jerry L. Demings  
Orange County Mayor

Date:

APR 07 2020



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

By:

  
Deputy Clerk

**Katie Smith**

Printed Name

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the POINT OF BEGINNING; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20170216641 OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°56'04" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 872.96 FEET TO A POINT LYING ON THE WEST LINE OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20160115373, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'12" EAST, ALONG SAID WEST LINE, 538.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 90°00'00" EAST, 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 237.20 FEET; THENCE RUN SOUTH 00°00'14" WEST, 96.96 FEET TO A POINT LYING ON THE SOUTH LINE OF AFORESAID LANDS, DESCRIBED IN DOCUMENT # 20170216641; THENCE RUN NORTH 89°59'46" WEST, ALONG SAID SOUTH LINE, 237.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 00°00'12" EAST, ALONG THE WEST LINE OF SAID LANDS, 96.94 FEET TO THE POINT OF BEGINNING.



Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
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FURTHER LESS AND EXCEPT:

**A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 3,019.1 SQUARE FEET MORE OR LESS.**

**EXHIBIT "B"**  
**DUE DILIGENCE CONTINGENCY**

I. Orange County may obtain a report ("Environmental Survey") by a qualified consultant or consultants, including members of Orange County's own professional staff, (the "Consultants"), within ninety (90) days from 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;
- (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;
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

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

- (a) a site inspection;
- (b) interviews of present occupants of the Property;
- (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;
- (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 Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by SELLER 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.

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

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
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known to have knowledge of such matters. Orange County shall hold the Environmental Survey and any written materials furnished to it by SELLER confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which Orange County deems to require further evaluation, then, this Contract for Purchase and Sale shall be extended for an additional ninety (90) days for further testing- by prior written notice from BUYER to SELLER and sent to SELLER c/o Troy M. Cox, Manager of CERTUS GP LLC, a Florida limited liability company, which is the Manager of CERTUS SL INVESTORS LLC, a Florida limited liability company, which is the Manager of CERTUS RAC TESSIE I LLC, a Florida limited liability company, which is the Manager of LAND OWNER WL LLC, a Florida limited liability company, 1969 South Alafaya Trail, # 377, Orlando, Florida 32828 via email at: [Troy@certusseniorliving.com](mailto:Troy@certusseniorliving.com). If the Environmental Survey or testing results reveals any Environmental Exceptions and are unacceptable to Orange County, in its sole discretion, then, this Contract for Sale and Purchase shall be terminated upon notice to SELLER of such unacceptability with no party to this Contract for Sale and Purchase having any further liability to the other.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

**EXHIBIT "C"**  
**FORM OF WARRANTY DEED**

**[appears on following pages]**

Prepared by and return to:

Zachry C. Lever, Esquire  
Driver, McAfee, Hawthorne &  
Diebenow, PLLC  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

Parcel ID: A portion of 28-22-31-0000-00-031

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel: 9121 a/k/a 1121

This document has been executed and delivered under threat of condemnation. Therefore, this document is not subject to documentary stamp tax. See Fla. Admin. Code R. 12B-4.014(13).

### **WARRANTY DEED**

This WARRANTY DEED is made as of the \_\_\_\_ day of \_\_\_\_\_ 2020 by LAND OWNER WL LLC, a Florida limited liability company (“Grantor”), whose post office address is 1969 South Alafaya Trail, #377, Orlando, Florida 32828, to ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“Grantee”), whose post office address is P.O. Box 1393, Orlando, Florida 32802-1393.

WITNESSETH, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto Grantee all that certain land situated in Orange County, Florida as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons whosoever, subject to the matters set forth on Exhibit B attached hereto and incorporated herein by this reference (the “Permitted Exceptions”); provided, however, this reference shall not serve to reimpose the same. Taxes accruing subsequent to December 31, 2019.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed as of the day and year first above written.

Signed, sealed, and delivered  
in the presence of:

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**SELLER:**

LAND OWNER WL LLC, a Florida limited  
liability company

By: \_\_\_\_\_

Troy M. Cox  
Senior Vice President

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Troy M. Cox, as Senior Vice President of LAND OWNER WL LLC, a Florida limited liability company, on behalf of the company, who is  personally known to me or  produced as identification.

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Notary Public, State and County aforesaid

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **EXHIBIT A TO WARRANTY DEED**

### **Legal Description of the Property**

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the POINT OF BEGINNING; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20170216641 OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°56'04" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 872.96 FEET TO A POINT LYING ON THE WEST LINE OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20160115373, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'12" EAST, ALONG SAID WEST LINE, 538.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 90°00'00" EAST, 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 237.20 FEET; THENCE RUN SOUTH 00°00'14" WEST, 96.96 FEET TO A POINT LYING ON THE SOUTH LINE OF AFORESAID LANDS, DESCRIBED IN DOCUMENT # 20170216641; THENCE RUN NORTH 89°59'46" WEST, ALONG SAID SOUTH LINE, 237.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 00°00'12" EAST, ALONG THE WEST LINE OF SAID LANDS, 96.94 FEET TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT:

**A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.**



**EXHIBIT "B"**  
(“Permitted Exceptions”)

**Permitted Exceptions:**

1. None.

**EXHIBIT "D"**

**POND USE AGREEMENT**

**[APPEARS ON FOLLOWING PAGES]**

Tax parcel ID No:  
28-22-31-1247-01-000  
28-22-31-0000-00-031

### **POND USE AGREEMENT**

THIS POND USE AGREEMENT (the "Agreement") is entered into by and between CERTUS WL OWNER LLC, a Florida limited liability company ("CERTUS"), with a principal place of business at 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County"), with a mailing address at P.O. Box 1393, Orlando, Florida 32802-1393.

### **RECITALS**

WHEREAS, a memory care project on a certain parcel of real property owned by CERTUS (the "CERTUS Property"), as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, has been constructed and is located in the unincorporated area of Orange County; and

WHEREAS, the County is the owner of certain real property located in Orange County, Florida (the "County Property") as more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference; and

WHEREAS, the County is the owner of a pond to be constructed and located within County Property, as more particularly depicted on the construction plan drawing within the fenced-in area only on Exhibit "C" attached hereto and incorporated herein by this reference (the "County Pond"); and

WHEREAS, CERTUS wishes to beautify, install certain improvements, and/or perform supplemental maintenance within the County Pond, including a single fountain and related

appurtenances (collectively, the “Improvement(s)”); and

WHEREAS, CERTUS desires to obtain a Right-of-Way Utilization Permit (the “Permit”) from County, attached hereto as Exhibit “D”, whereby CERTUS will be allowed to install and maintain the Improvement(s); and

WHEREAS, County requires that CERTUS undertake certain commitments and covenants with respect to the Improvement(s).

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** County may issue the Permit to CERTUS subject to the terms of the Permit and this Agreement; provided, however, the County shall not unreasonably withhold its issuance of the Permit to CERTUS. CERTUS shall not, while installing or maintaining any or all of the Improvement(s), damage any portion of the County Property without prior written approval by County and County’s prior written approval of a plan to restore the County Property, which approval shall not be unreasonably withheld, conditioned, or delayed. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant to CERTUS any fee or easement interest ownership rights to any portion of the County Property.
3. **COORDINATION.** Prior to undertaking installation of the Improvements within the County Pond, CERTUS shall coordinate with County Public Works

Department at 4200 South John Young Parkway, Orlando, FL 32839. The Improvement(s) shall be performed, established, and maintained in such a manner as to not unreasonably interfere with the use of the County Pond or create a safety hazard on such County Pond. If County reasonably determines that any change(s) made by CERTUS may present a safety hazard, then CERTUS, at its sole expense and at no cost to County, shall relocate or remove such change(s) in such a manner as to eliminate the hazard, to the reasonable satisfaction of County.

4. **ADDITIONAL PROVISIONS.** No additional pedestrian facilities, recreational activities, benches, landscape, trees, irrigation lines, plants, bushes, litter receptacles, or any other items or structures shall be permitted within the County Property and the County Pond, except as otherwise provided herein. Any damage to the County Property or County Pond resulting from the installation or maintenance of the Improvement(s) by CERTUS shall be repaired by CERTUS within ten (10) business days after receipt of written notice of the same, including but not limited to ruts caused by mowing equipment or scalping of the berm or slopes. Any damage caused by the County to the CERTUS Property or the Improvements resulting from the gross negligence or intentional misconduct of the County shall be promptly repaired by the County within ten (10) business days after receipt of written notice of the same. Nothing in this Agreement is intended to nor shall constitute an agreement by County to alter or change its mowing schedule for the County Property. As per its usual practices, County may skip a cycle any time County finds that the County Property does not require

maintenance at that particular instance. This decision shall be at the sole discretion of County's maintenance crew foreperson.

5. **REMOVAL/RELOCATION.** If, in the reasonable opinion of County, the Improvement(s) unreasonably interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which County desires to perform on, around, or under the County Property, then written notice of such shall be sent, by certified mail, to CERTUS c/o Troy Cox, 1969 South Alafaya Trail, # 377, Orlando, Florida 32828 and via email at [Troy@certusseniorliving.com](mailto:Troy@certusseniorliving.com). CERTUS shall remove or relocate the Improvement(s) as requested by County, and to County's reasonable satisfaction, within thirty (30) days of receipt of said notice. In no event shall County require the Improvements to be arbitrarily removed from the County Property, except as allowed under the Permit. CERTUS shall have the right to install replacement Improvements into any new or relocated pond structure installed by County within the County Property pursuant to the terms and provisions of the Permit (or any subsequent Permit) and this Agreement, at no cost to the County.
6. **INDEMNIFICATION.** To the fullest extent permitted by law, CERTUS shall defend, indemnify, and hold harmless County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance of CERTUS's operations under this Agreement.

7. **INSURANCE.** CERTUS covenants and agrees to maintain at all times during the term of this Agreement a commercial general liability insurance policy naming the County as an additional insured against all claims or demands relating to the County Pond that may arise or be claimed on account of CERTUS , with an each occurrence limit of not less than \$1,000,000.00 and a general aggregate limit of not less than \$2,000,000.00. CERTUS shall indemnify, defend, and hold the County harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage to any person or property arising from the negligence or intentional misconduct of CERTUS or others acting on behalf of CERTUS in connection with their use of the County Pond; provided, however, the foregoing shall not apply to the extent any claims, liabilities, and expenses are caused by the negligence or intentional misconduct on the part of the County or others acting on behalf of the County. The insurance coverage shall name the County as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. Notwithstanding anything to the contrary contained herein, CERTUS shall have the right to self-insure some or all of the risks described herein, provided CERTUS issues a certificate of self-insurance reasonably acceptable to County.
8. **INTENTIONALLY DELETED.**
9. **COVENANTS RUNNING WITH THE LAND.** Furthermore, this Agreement

shall be binding on all parties having any right, title, or interest in the CERTUS Property and County Property described herein, or any portion thereof, and their heirs, personal representatives, successors, and assigns. CERTUS and County declare that the CERTUS Property and County Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by County and CERTUS and their legal representatives, successors, and assigns.

10. **DURATION.** The provisions, restrictions, and covenants of this Agreement shall have an initial term beginning on the Effective Date and expiring on the date that is ten (10) years after the date on which the County has completed the construction of the Lake Underhill Road project (including the County Pond). Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners (or its successor-in-title).
11. **AMENDMENT.** The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners (or its successor-in-title) and by CERTUS. No such modification or amendment shall be effective until said written instrument has been approved by the Orange County Board of County Commissioners.



12. **COMPLIANCE WITH APPLICABLE LAWS.** CERTUS shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
13. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s).
14. **EFFECTIVE DATE.** This Agreement shall take effect upon approval by the Orange County Board of County Commissioners (the "Effective Date").
15. **COUNTY IMPROVEMENTS.** The County shall, at its sole cost and expense, design, construct, and install (i) a retention pond on the County Property, and (ii) a vinyl coating chain link black fence, type B, 6 feet tall, around the perimeter of the County Property (except as may be limited by wetlands). The County shall provide 120 calendar days written notice to CERTUS prior to the County's Notice to Proceed for construction of the Lake Underhill Road project so that CERTUS has the opportunity to coordinate the installation of electrical lines and other appurtenances relating to the Improvements contemplated by Section 16 of this Agreement.
16. **CERTUS IMPROVEMENTS.** After the retention pond has been constructed on the County Property and after CERTUS has obtained the required Permit and any other Federal, State and Local required permits, CERTUS shall have the right to design, construct, install, maintain, repair, alter, modify, and replace the Improvements within the retention pond located on the County Property;

provided, however, County shall have the right to approve the design of such Improvements, which approval shall not be unreasonably withheld, conditioned, or delayed. The Improvements shall not materially interfere with the operation of the retention pond in the reasonable discretion of County.

17. **MAINTENANCE OF COUNTY PROPERTY.** The County shall have the right, but not the obligation, to ensure the retention pond, the chain link fence, the grounds, and all remaining portions of the County Property are maintained in a clean, safe, sanitary, and slightly condition and in good order and repair in accordance with the County's standard maintenance procedures. CERTUS shall have the right, but not the obligation, to provide supplemental maintenance of the County Property to keep it in a clean, safe, sanitary, and slightly condition.
18. **ONGOING BUSINESS.** The County acknowledges that CERTUS operates a memory care facility on the CERTUS Property, and the County agrees not to use the County Property in any manner that creates a safety hazard on such County Property.

[remainder of page intentionally blank; signature page follows]

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

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

CERTUS WL OWNER LLC, a Florida  
limited liability company

By: \_\_\_\_\_

Print Name: Troy M. Cox

Title: Senior Vice President

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, by Troy M. Cox as Senior Vice President of CERTUS WL OWNER LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this \_\_\_\_ day of \_\_\_\_\_, 2020. S/he is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

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

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description for CERTUS Property**

LOT 1, CERTUS SENIOR LIVING – LAKE UNDERHILL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 108 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**EXHIBIT "B"**

**Legal Description for County Property**

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the **POINT OF BEGINNING**; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT:

A PARCEL OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20170216641 OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°56'04" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 872.96 FEET TO A POINT LYING ON THE WEST LINE OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20160115373, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'12" EAST, ALONG SAID WEST LINE, 538.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 90°00'00"

EAST, 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 237.20 FEET; THENCE RUN SOUTH 00°00'14" WEST, 96.96 FEET TO A POINT LYING ON THE SOUTH LINE OF AFORESAID LANDS, DESCRIBED IN DOCUMENT # 20170216641; THENCE RUN NORTH 89°59'46" WEST, ALONG SAID SOUTH LINE, 237.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 00°00'12" EAST, ALONG THE WEST LINE OF SAID LANDS, 96.94 FEET TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT:

*A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

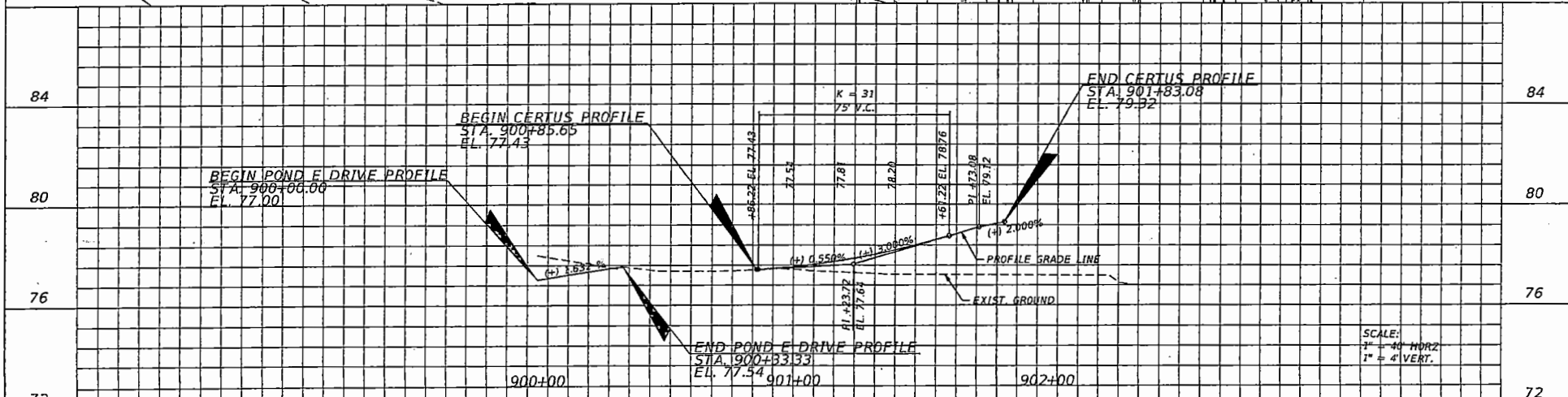
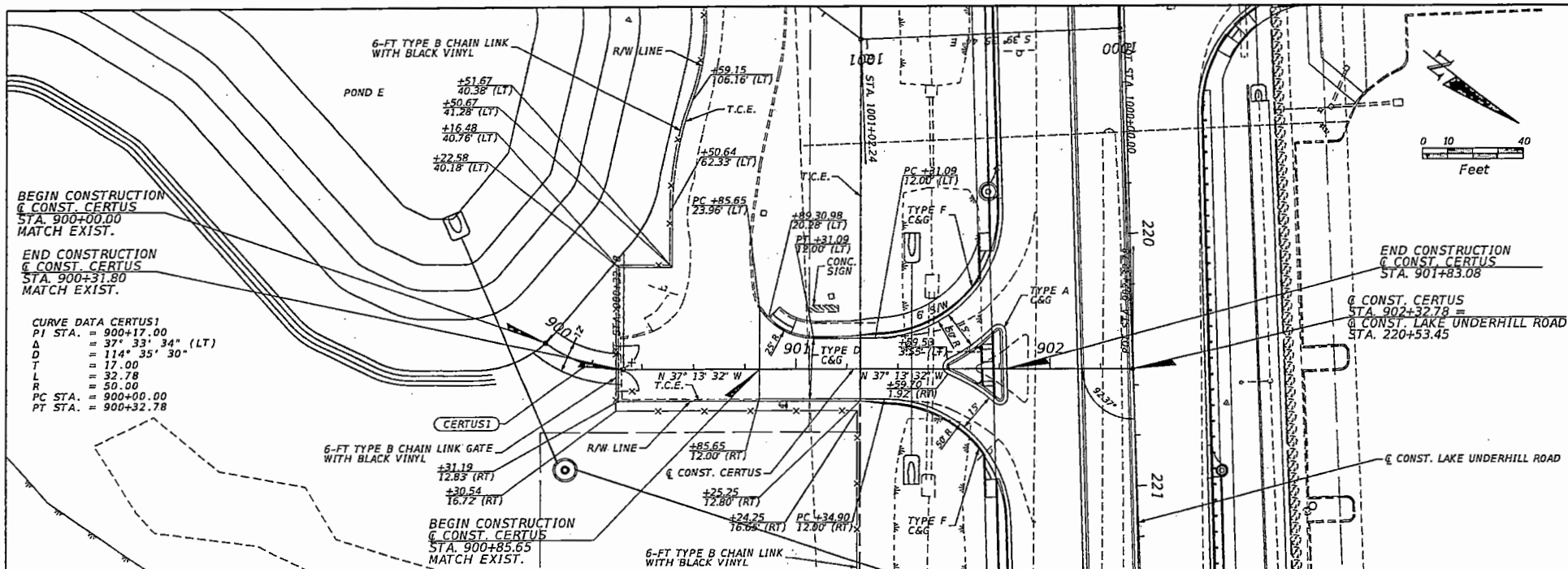
*COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.*

**EXHIBIT "C"**

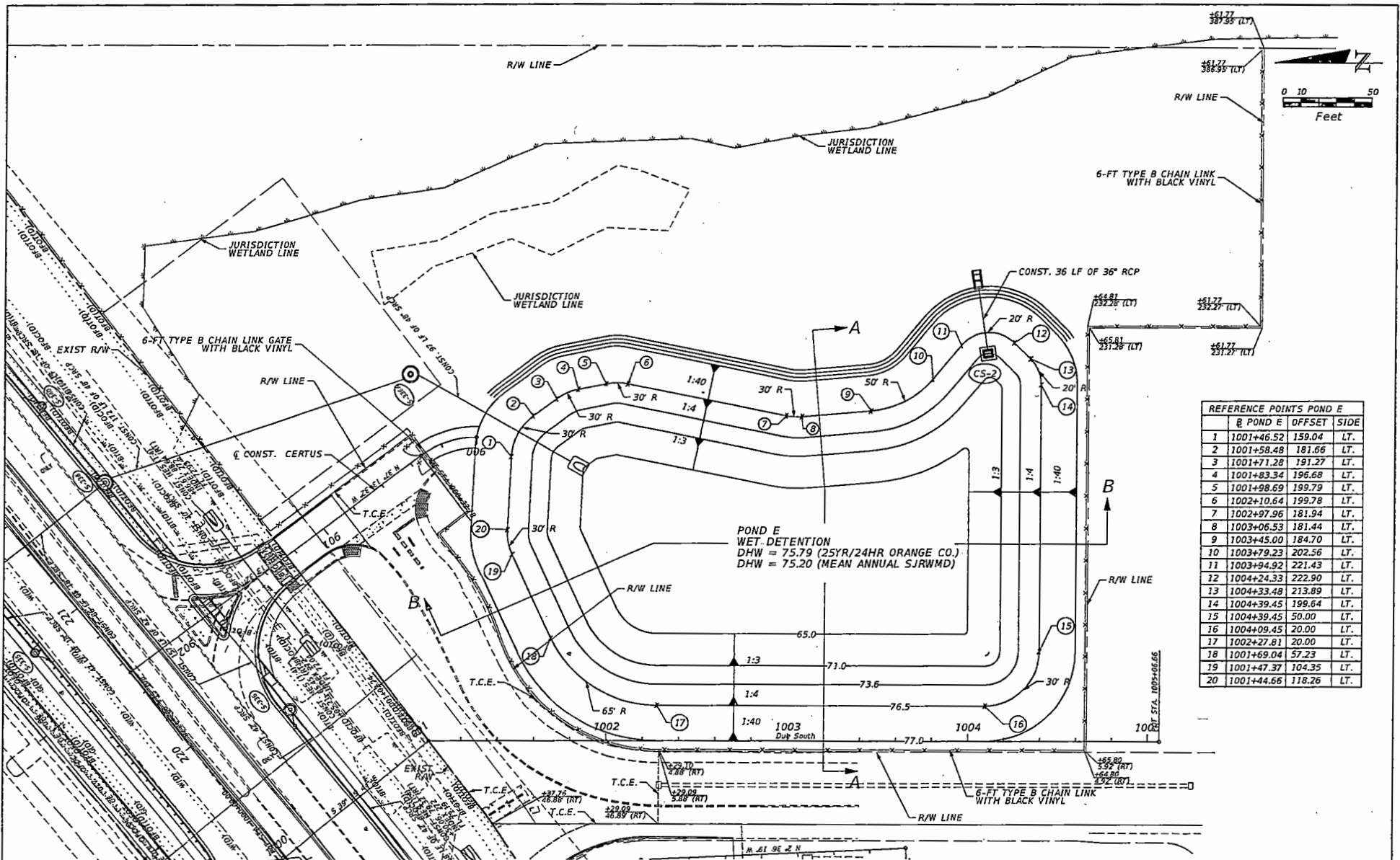
**County Pond**







DATE	REVISIONS DESCRIPTION	 <b>Stantec</b> <small>ENGINEER OF RECORD:          WILLIAM V. ANDERSON, P.E. NO. 36682          11316 CORPORATE BLVD., SUITE 105          ORLANDO, FLORIDA 32817          (407) 432-8966          CERTIFICATION OF AUTHORIZATION NO. 00027013</small>	 <b>ORANGE COUNTY GOVERNMENT</b> <b>ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION</b> <small>4200 SOUTH JOHN YOUNG PARKWAY          ORLANDO, FLORIDA 32835-9205          (407) 836-7506</small>	DESIGN PLANS FOR:		<b>PLAN AND PROFILE</b> <b>LAKE UNDERHILL ROAD CERTUS</b>	SHEET NO.
				PROJECT NAME	PROJECT NO.		
				LAKE UNDERHILL ROAD FROM EAST OF ECONLOCKHATCHEE TRAIL TO WEST OF ROUSE ROAD	5090		



REFERENCE POINTS	POND E	OFFSET	SIDE
1	1001+46.52	159.04	LT.
2	1001+58.48	181.66	LT.
3	1001+71.28	191.27	LT.
4	1001+83.34	196.68	LT.
5	1001+98.69	199.79	LT.
6	1002+10.64	199.78	LT.
7	1002+97.96	181.94	LT.
8	1003+06.53	181.44	LT.
9	1003+45.00	184.70	LT.
10	1003+79.23	202.56	LT.
11	1003+94.92	221.43	LT.
12	1004+24.33	222.90	LT.
13	1004+33.48	213.89	LT.
14	1004+39.45	199.64	LT.
15	1004+39.45	50.00	LT.
16	1004+09.45	20.00	LT.
17	1002+27.81	20.00	LT.
18	1001+69.04	57.23	LT.
19	1001+47.37	104.35	LT.
20	1001+44.66	118.26	LT.

<b>Stantec</b> ENGINEER OF RECORD: TIMOTHY A. VAVRA, P.E. NO. 54872 13135 CORPORATE BLVD., SUITE 105 ORLANDO, FLORIDA 32817 407-423-6966 CERTIFICATION OF AUTHORIZATION NO. 00027013		<b>ORANGE COUNTY GOVERNMENT</b> ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32835-9205 (407) 836-7908		DESIGN PLANS FOR: LAKE UNDERHILL ROAD FROM EAST OF ECONLOCKHATCHEE TRAIL TO WEST OF ROUSE ROAD PROJECT NAME: LAKE UNDERHILL ROAD PROJECT NO.: 5090		<b>POND DETAILS</b> <b>POND E</b>		SHEET NO.
--	--	---	--	---	--	--------------------------------------	--	-----------



**EXHIBIT "D"**

**Right-of-Way Utilization Permit**

EXHIBIT "D"



Orange County - RIGHT OF WAY UTILIZATION
UNDERGROUND UTILITY PIPELINE CONSTRUCTION PERMIT APPLICATION

(Submit Typewritten or Printed In Triplicate with Three (3) sets of Plans)

CHECK APPROPRIATE BOX

Right of Way Utilization [ ]
Underground Utility Pipeline Construction [ ]

OFFICE USE ONLY
Permit No. Fee: \$ District No.
Permit No. Fee: \$ Receipt No.

SECTION I GENERAL INFORMATION

Applicant's Name: Firm Name:
Address: Phone No.
Description of Proposed Work: Scheduled Start Date:
Construction/Installation Location:
SECTION: TOWNSHIP: SOUTH RANGE: EAST

SECTION II COMPLETE APPLICABLE SECTIONS

[ ] NONE [ ] Open Cut (PAVED) [ ] Open Cut (UNPAVED) [ ] Bore/Jack [ ] Other (Specify)

Number and Type of Underground Road Crossing

I certify that all other right of way users and municipalities in the immediate vicinity of the proposed construction/ installation, have been notified in writing on (DATE) of the proposed work, by the applicant, in order to determine if there are any objections to the proposed constructions/installation, including the franchised gas company, whose name and Gas I.D. number is furnished herewith.

GAS I.D. NO. GAS I.D. NO.

Title of Approved Plans and Date of County Engineer's Approval (if Applicable):

Construction Cost (Contract Amount - Includes Labor, Materials, etc.) \$

Date: Applicant's Signature Title:

SECTION III OFFICE USE ONLY

Approved on Subject to General Law and the following additional requirements:

This Permit Expires on:

NOTE: Notify the Inspection Section of the Development Engineering Department (407-836-7920) at least 48 HOURS prior to beginning construction. All materials must be inspected prior to installation.

Approved By: For the County Engineer

SECTION IV PERMIT COMPLETED [ ] PERMIT NOT COMPLETE [ ] PERMIT EXPIRED [ ]

Comments: Inspector Date:

# INSTRUCTIONS AND CONDITIONS

The issuance of this Permit is governed by and regulated by the following applicable directives:

Florida State Statutes

Chapter 77-153, Laws of Florida, Protection of Gas Pipelines

Orange County Code; Underground Utility Pipeline Contracting

Orange County Standards and Specifications of Sewerage & Water Facilities

Orange County Code, Right of Way Utilization Regulations

Regulations for the Transportation of Natural and Other Gas by Pipelines (*Parts 191 and 192, Title 49 of the Code of Federal Regulations*).

AND ANY ADDITIONAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS.

## SECTION I GENERAL INFORMATION AND INSTRUCTIONS

To be completely filled out by all applicants.

This application form is a triplicate copy, self-carbonized form. After Sections I and II are completed by the applicant, the first three (3) copies (*White, Yellow, and Pink*) should be submitted to the Orange County Development Engineering Department with the appropriate fee for processing, and subsequent issuance of a Permit (\*). The fourth copy (*Bold*) should be retained by the applicant, (*White*) becomes the approved Permit, when Section III has been completed by the Orange County Development Engineering Department. Either the Permit, or a copy thereof, must be available, at all times, at the worksite where the work is being performed.

### (\*) LATE CHARGE

Any work that commences without the required Permits available on the job site shall be immediately suspended until such time as the required permits have been acquired. A late charge for work commenced without a valid Permit issued shall be charged in addition to the normal Permit Fee. The late charge shall be as prescribed by the Board of County Commissioners. Emergency Work is excluded from late charges.

## SECTION II CONDITIONS

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the permittee; and the permittee will at all times, assume all risk of the indemnify, defend, and save harmless the County of Orange from and against all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said permittee of the aforesaid rights and privileges including but not limited to actions based on claims of negligence, trespass, quiet title, easement and right-of-way disputes, inverse condemnation actions for filed by a property owner and actions for injunctive relief. Permittee shall pay and reimburse Orange County for all attorney fees and cost incurred by Orange County as a result of any litigation, trials, appeals or threatened litigation.

Applicant declares that prior to filing this Permit, if the proposed work is within public right of way, he has ascertained the location of all existing utilities, both aerial and underground. The specific names of the agencies that have been notified must be typed or printed in the space provided, for the specific type utility. A gas ID number is required.

It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property right in said holder.

The construction and/or maintenance of a utility shall not interfere with the property and right of prior occupant.

In the event of widening, repair or reconstruction of a public road or highway, upon reasonable notice the permittee shall move its facilities to clear such construction at no cost to Orange County, insofar as such facilities are within the public right of way.

The holder of the permit shall take such safety measures, including the placing and display of caution signs and signals as are required by the Manual on Uniform Traffic Control Devices for Streets and Highways, when working in public right of way, and shall also prevent any obstructions or conditions which are or may become dangerous to the traveling public.

FEES will be computed in accordance with the schedule of fees adopted by the Board of County Commissioners and are payable upon submission of permit applications.

## SECTION III DEVELOPMENT ENGINEERING DEPARTMENT USE ONLY

Applicant's additional requirements (*if any*); and expiration date; to be completed by the Orange County Development Engineering Department.

## SECTION IV DEVELOPMENT ENGINEERING DEPARTMENT USE ONLY

Completion Certificate - To be completed by the Orange County Development Engineering Inspector.

**EXHIBIT "E"**

**ACCESS EASEMENT AGREEMENT**

**[APPEARS ON FOLLOWING PAGES]**



Prepared by and return to:

Zachry C. Lever, Esq.  
Driver, McAfee, Hawthorne & Diebenow, PLLC  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between **LAND OWNER WL LLC**, a Florida limited liability company (the "Grantor"), whose address is 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the "Grantee"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393. Whenever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their heirs, personal representatives, successors, and assigns.

### RECITALS

A. Grantor is the owner of certain real property located in Orange County, Florida that is legally described and generally depicted with hatching in Exhibit A attached hereto (the "Grantor Parcel").

B. Grantee is the owner of certain real property located in Orange County, Florida that is legally described and generally depicted with hatching in Exhibit B attached hereto (the "Grantee Parcel").

C. Grantee has requested that Grantor provide an access easement to Grantee over the Grantor Parcel, and Grantor has agreed to grant such easement pursuant to the terms and provisions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Recitals; Exhibits.** The foregoing recitals and the exhibits attached hereto are incorporated herein and made a part hereof by this reference.
- 2. Grant of Access Easement.** Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement over, under, across, and through the Grantor Parcel for vehicular and pedestrian ingress, egress, and passage. Such easement shall be for the benefit of Grantee and Grantee's successors and assigns, representatives, employees, agents, contractors,

tenants, subtenants, guests, invitees, licensees, and permittees. This Agreement encumbers the Grantor Parcel and is appurtenant to and benefits the Grantee Parcel, and each parcel of property located therein, and is intended to run with the title thereto.

3. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental thereto.

4. **No Obstructions.** Grantor shall not erect any obstructions on any portion of the Grantor Parcel that may materially impair the rights granted to the Grantee under this Agreement, or prevent, hinder, or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, upon, or across the Grantor Parcel.

5. **Maintenance and Repair.** Grantor shall, at Grantor's sole cost and expense, operate, maintain, repair, and replace the Grantor Parcel and related improvements in good order and repair, in accordance with all applicable governmental permits, approvals, laws, rules, and regulations, in a safe, sightly, neat, and attractive condition, and free of debris. In the event Grantor or Grantee causes any damage to the Grantor Parcel or the Grantee Parcel in exercising any rights described in this Agreement, such party covenants and agrees to repair any such damage to the Grantor Parcel or the Grantee Parcel.

6. **Running Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, shall run with the land of the Grantor Parcel and the Grantee Parcel, and are binding upon and inure to the benefit of heirs, successors, and assigns of Grantor and Grantee.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by commercial courier service (such as FedEx or UPS), or by certified mail, return receipt requested, postage prepaid, to the address of the parcel owner as set forth in the preamble to this Agreement, or if no longer applicable, to the address reflected on the tax assessor's records for the affected parcel.

8. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Orange County, Florida.

9. **Enforcement.** Either party may enforce this Agreement by appropriate action and should the party prevail in litigation, it shall be entitled to recover as part of its costs its reasonable attorneys' fees.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantor and Grantee (or their respective successors and assigns), which written document shall be recorded in the public records of Orange County, Florida. No prior oral or written agreement shall have any force or affect whatsoever unless contained within this Agreement.

11. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

12. **Counterparts.** This Agreement may be executed in no more than 5 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. It shall not be necessary to the binding effect of this Agreement that the signatures of both parties appear on any one counterpart of this Agreement and this Agreement shall bind both parties as long as both parties have executed and delivered at least one counterpart of this Agreement.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Access Easement Agreement as of the Effective Date.

**WITNESSES:**

**GRANTOR:**

**LAND OWNER WL LLC**, a Florida limited liability company

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Troy M. Cox  
Senior Vice President

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2020, by Troy M. Cox, as Senior Vice President of LAND OWNER WL LLC, a Florida limited liability company, on behalf of the company. Such person  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public

Print Name: \_\_\_\_\_

Notary Public, State and County aforesaid

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

(Official Seal)

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

## EXHIBIT A

### Legal Description of the Grantor Parcel

*A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.*



## EXHIBIT B

### Legal Description of the Grantee Parcel

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the POINT OF BEGINNING; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20170216641 OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°56'04" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 872.96 FEET TO A POINT LYING ON THE WEST LINE OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20160115373, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'12" EAST, ALONG SAID WEST LINE, 538.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 90°00'00" EAST, 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 237.20 FEET; THENCE RUN SOUTH 00°00'14" WEST, 96.96 FEET TO A POINT LYING ON THE SOUTH LINE OF AFORESAID LANDS, DESCRIBED IN DOCUMENT # 20170216641; THENCE RUN NORTH 89°59'46" WEST, ALONG SAID SOUTH LINE, 237.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 00°00'12" EAST, ALONG THE WEST LINE OF SAID LANDS, 96.94 FEET TO THE POINT OF BEGINNING.



FURTHER LESS AND EXCEPT:

**A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.**



**EXHIBIT "F"**

**TEMPORARY CONSTRUCTION EASEMENT 7121**

**[APPEARS ON FOLLOWING PAGES]**

## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by LAND OWNER WL LLC, a Florida limited liability company, whose address is 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, GRANTOR, and 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, in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a temporary construction easement over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

### SEE ATTACHED EXHIBIT "A"

**Property Appraiser's Parcel Identification Number:**

**a portion of**

**28-22-31-0000-00-031**

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

THIS TEMPORARY CONSTRUCTION EASEMENT is granted for construction purposes only, including the right to enter upon said lands for the purposes of harmonizing the portion of GRANTOR'S property that is adjacent to Lake Underhill Road with the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Should GRANTEE perform any such construction activities in the easement area, GRANTEE shall, at its sole cost and expense, restore "like kind" such lands to the condition existing prior to such activities, including the repair and/or replacement of any paving, curbing, sidewalks and/or landscaping.

GRANTEE shall provide GRANTOR with reasonable notice prior to utilizing the Temporary Construction Easement and commencing any harmonization, construction and installation. All such harmonization and construction shall be (a) performed in a good, diligent and workmanlike manner, (b) performed in compliance with all applicable permits, laws, rules, regulations and ordinances, and (c) diligently pursued to completion. GRANTEE agrees that the existing entrance driveway shall remain open and operational at all times during harmonization and construction and that GRANTEE'S construction shall not obstruct traffic in any manner that unreasonably interferes with GRANTOR'S or its affiliates' business operations.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire and be of no further force and effect on the date that is seven (7) years after the commencement of construction of the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Upon the termination of the Temporary Construction Easement, either the GRANTOR or GRANTEE shall have the right to record a confirmation of termination of temporary construction easement in the public records of Orange County, Florida.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 7121

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

Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

LAND OWNER WL LLC, a Florida limited liability  
company

WITNESSES:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Troy M. Cox  
Senior Vice President

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

(Signature of **TWO** witnesses for each person executing  
this document is required by Florida law)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Troy M. Cox, as Senior Vice President of LAND  
OWNER WL LLC, a Florida limited liability company, on behalf of the company. He [ ] is personally known to  
me, or [ ] has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

**This instrument prepared by:**  
Theresa A. Avery, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Lake Underhill Road (Goldenrod Road to Rouse Road) 701 031419ta revised FS Notary 010820ta rev 022720ta Final 031020ta

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel 7121

**JOINDER AND CONSENT TO MEMORANDUM OF LEASE AGREEMENT, OPTIONS  
AND RIGHT OF FIRST REFUSAL**

The undersigned hereby certifies that it is the tenant described in the following encumbrance upon the above described: that certain Memorandum of Lease Agreement, Options, and Right of First Refusal, recorded July 06, 2017, as Official Records Document No. 20170375109, (the "Memorandum"), of the Public Records of Orange County, Florida, the "Encumbrance") and that the undersigned hereby joins in and consents to the execution and recording of the foregoing Temporary Construction Easement, and agrees that the Encumbrance, as it may have been, and as it may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Temporary Construction Easement.

Witnesses:

CERTUS WL OPCO LLC, a Florida  
Limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Troy M. Cox

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Troy Cox as \_\_\_\_\_ of CERTUS WL OPCO LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.**

**EXHIBIT "G"**

**TEMPORARY CONSTRUCTION EASEMENT 7205**

**[APPEARS ON FOLLOWING PAGES]**



## TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by CERTUS WL OWNER LLC, a Florida limited liability company, whose address is 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, GRANTOR, and 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, in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a temporary construction easement over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

### SEE ATTACHED EXHIBIT "A"

**Property Appraiser's Parcel Identification Number:**

**a portion of**

**28-22-31-1247-01-000**

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

THIS TEMPORARY CONSTRUCTION EASEMENT is granted for construction purposes only, including the right to enter upon said lands for the purposes of harmonizing the portion of GRANTOR'S property that is adjacent to Lake Underhill Road with the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Should GRANTEE perform any such construction activities in the easement area, GRANTEE shall, at its sole cost and expense, restore "like kind" such lands to the condition existing prior to such activities, including the repair and/or replacement of any paving, curbing, sidewalks and/or landscaping.

GRANTEE shall provide GRANTOR with reasonable notice prior to utilizing the Temporary Construction Easement and commencing any harmonization, construction and installation. All such harmonization and construction shall be (a) performed in a good, diligent and workmanlike manner, (b) performed in compliance with all applicable permits, laws, rules, regulations and ordinances, and (c) diligently pursued to completion. GRANTEE agrees that the existing entrance driveway and any roadway on GRANTOR'S property shall remain open and operational at all times during harmonization and construction and that GRANTEE'S construction shall not obstruct traffic in any manner that unreasonably interferes with GRANTOR'S or its affiliates' business operations.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire and be of no further force and effect on the date that is seven (7) years after the commencement of construction of the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Upon the termination of the Temporary Construction Easement, either the GRANTOR or GRANTEE shall have the right to record a confirmation of termination of temporary construction easement in the public records of Orange County, Florida.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 7205

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

Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

CERTUS WL OWNER LLC, a Florida limited liability  
company

WITNESSES:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Troy M. Cox  
Senior Vice President

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

(Signature of **TWO** witnesses for each person executing  
this document is required by Florida law)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Troy M. Cox, as Senior Vice President of CERTUS  
WL OWNER LLC, a Florida limited liability company, on behalf of the company. He [ ] is personally known to  
me, or [ ] has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

**This instrument prepared by:**  
Theresa A. Avery, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel 7205

**JOINDER AND CONSENT TO MEMORANDUM OF LEASE AGREEMENT, OPTIONS  
AND RIGHT OF FIRST REFUSAL**

The undersigned hereby certifies that it is the tenant described in the following encumbrance upon the above described: that certain Memorandum of Lease Agreement, Options, and Right of First Refusal, recorded July 06, 2017, as Official Records Document No. 20170375109, of the Public Records of Orange County, Florida, (the "Encumbrance") and that the undersigned hereby joins in and consents to the execution and recording of the foregoing Temporary Construction Easement, and agrees that the Encumbrance, as it may have been, and as it may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Temporary Construction Easement.

Witnesses:

CERTUS WL OPCO LLC, a Florida  
Limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Troy M. Cox

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Troy Cox as \_\_\_\_\_ of CERTUS WL OPCO LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SKETCH OF DESCRIPTION**

**PROJECT: LAKE UNDERHILL**  
**PURPOSE: TEMPORARY CONSTRUCTION EASEMENT**  
**PARCEL 7205**  
**SHEET 1 OF 2**  
**DESCRIPTION**

**EXHIBIT "A"**

A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL ROAD) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 775.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°00'12" E ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 91.33 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL ROAD; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 199.13 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, A DISTANCE OF 94.35 FEET; THENCE RUN S 52°41'22" W, A DISTANCE OF 53.15 FEET; THENCE RUN N 37°18'38" W, A DISTANCE OF 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 52°41'22" W, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 21.95 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 130.50 FEET, A CENTRAL ANGLE OF 19°37'06", AN ARC LENGTH OF 44.68 FEET, A CHORD LENGTH OF 44.47 FEET AND A CHORD BEARING OF S 62°29'55" W TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 93.50 FEET, A CENTRAL ANGLE OF 72°18'16", AN ARC LENGTH OF 117.99 FEET, A CHORD LENGTH OF 110.32 FEET AND A CHORD BEARING OF S 36°09'20" W TO THE POINT OF TANGENCY; THENCE RUN N 89°59'48" W, A DISTANCE OF 40.99 FEET TO THE SAID EAST LINE OF SAID WEST 4.00 ACRES AND POINT OF BEGINNING.

CONTAINING 0.408 ACRES (17,785.94 SQUARE FEET) MORE OR LESS

*Walter H. Eggerton Jr.*  
 Walter H. Eggerton Jr.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LICENSE NO. 5874

NOT VALID WITHOUT SHEETS 1, 2 AND THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:  
 Real Estate Management

DESIGNED BY: Eggerton	DATE: 02-25-2020	SECTION: 28	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-8205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: J. BONILLA	REVISIONS:	TOWNSHIP: 22S			PROJECT NUMBER
CHECKED BY: Eggerton		RANGE: 31E			2020-02-LKU
APPROVED BY: Eggerton		SHEET 1 OF 2			



Prepared by and return to:

Zachry C. Lever, Esq.  
Driver, McAfee, Hawthorne & Diebenow, PLLC  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2020

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (the "Agreement") is made and entered into as of the \_\_\_ day of APR 07 2020 2020 (the "Effective Date") by and between **LAND OWNER WL LLC**, a Florida limited liability company (the "Grantor"), whose address is 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the "Grantee"), whose address is P.O. Box 1393, Orlando, Florida 32802-1393. Whenever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their heirs, personal representatives, successors, and assigns.

### RECITALS

A. Grantor is the owner of certain real property located in Orange County, Florida that is legally described and generally depicted with hatching in Exhibit A attached hereto (the "Grantor Parcel").

B. Grantee is the owner of certain real property located in Orange County, Florida that is legally described and generally depicted with hatching in Exhibit B attached hereto (the "Grantee Parcel").

C. Grantee has requested that Grantor provide an access easement to Grantee over the Grantor Parcel, and Grantor has agreed to grant such easement pursuant to the terms and provisions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Recitals; Exhibits.** The foregoing recitals and the exhibits attached hereto are incorporated herein and made a part hereof by this reference.

2. **Grant of Access Easement.** Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement over, under, across, and through the Grantor Parcel for vehicular and pedestrian ingress, egress, and passage. Such easement shall be for the benefit of Grantee and Grantee's successors and assigns, representatives, employees, agents, contractors,

tenants, subtenants, guests, invitees, licensees, and permittees. This Agreement encumbers the Grantor Parcel and is appurtenant to and benefits the Grantee Parcel, and each parcel of property located therein, and is intended to run with the title thereto.

3. **Incidental Rights.** Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental thereto.

4. **No Obstructions.** Grantor shall not erect any obstructions on any portion of the Grantor Parcel that may materially impair the rights granted to the Grantee under this Agreement, or prevent, hinder, or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, upon, or across the Grantor Parcel.

5. **Maintenance and Repair.** Grantor shall, at Grantor's sole cost and expense, operate, maintain, repair, and replace the Grantor Parcel and related improvements in good order and repair, in accordance with all applicable governmental permits, approvals, laws, rules, and regulations, in a safe, sightly, neat, and attractive condition, and free of debris. In the event Grantor or Grantee causes any damage to the Grantor Parcel or the Grantee Parcel in exercising any rights described in this Agreement, such party covenants and agrees to repair any such damage to the Grantor Parcel or the Grantee Parcel.

6. **Running Benefits and Burdens.** All provisions of this Agreement, including the benefits and burdens, shall run with the land of the Grantor Parcel and the Grantee Parcel, and are binding upon and inure to the benefit of heirs, successors, and assigns of Grantor and Grantee.

7. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, by commercial courier service (such as FedEx or UPS), or by certified mail, return receipt requested, postage prepaid, to the address of the parcel owner as set forth in the preamble to this Agreement, or if no longer applicable, to the address reflected on the tax assessor's records for the affected parcel.

8. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Orange County, Florida.

9. **Enforcement.** Either party may enforce this Agreement by appropriate action and should the party prevail in litigation, it shall be entitled to recover as part of its costs its reasonable attorneys' fees.

10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantor and Grantee (or their respective successors and assigns), which written document shall be recorded in the public records of Orange County, Florida. No prior oral or written agreement shall have any force or affect whatsoever unless contained within this Agreement.

11. **Severability**. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

12. **Counterparts**. This Agreement may be executed in no more than 5 counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. It shall not be necessary to the binding effect of this Agreement that the signatures of both parties appear on any one counterpart of this Agreement and this Agreement shall bind both parties as long as both parties have executed and delivered at least one counterpart of this Agreement.

*[remainder of page intentionally left blank; signature page follows]*



IN WITNESS WHEREOF, the parties hereto have executed this Access Easement Agreement as of the Effective Date.

WITNESSES:

GRANTOR:

LAND OWNER WL LLC, a Florida limited liability company

[Signature]

Print Name: Troy M. Cox

[Signature]

Print Name: Dawn C. Gourley

[Signature]

By: Troy M. Cox  
Senior Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of May, 2020, by Troy M. Cox, as Senior Vice President of LAND OWNER WL LLC, a Florida limited liability company, on behalf of the company. Such person  is personally known to me or  has produced NA as identification.

[Signature]  
Signature of Notary Public

Print Name: Dawn C. Gourley  
Notary Public, State and County aforesaid  
Commission No.: 6667471  
My Commission Expires: 1-30-2021



**GRANTEE:**

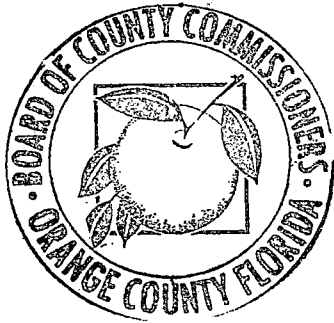
**ORANGE COUNTY**, a charter county and political subdivision of the State of Florida

By: Board of County Commissioners

By: *Jerry L. Demings*

*JL* Jerry L. Demings  
Orange County Mayor

Date: *8 May 2020*



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

By: *Noelia Perera*  
*for* Deputy Clerk

Noelia Perera  
Printed Name

## EXHIBIT A

### Legal Description of the Grantor Parcel

*A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.*



## **EXHIBIT B**

### **Legal Description of the Grantee Parcel**

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the POINT OF BEGINNING; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A PARCEL OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20170216641 OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

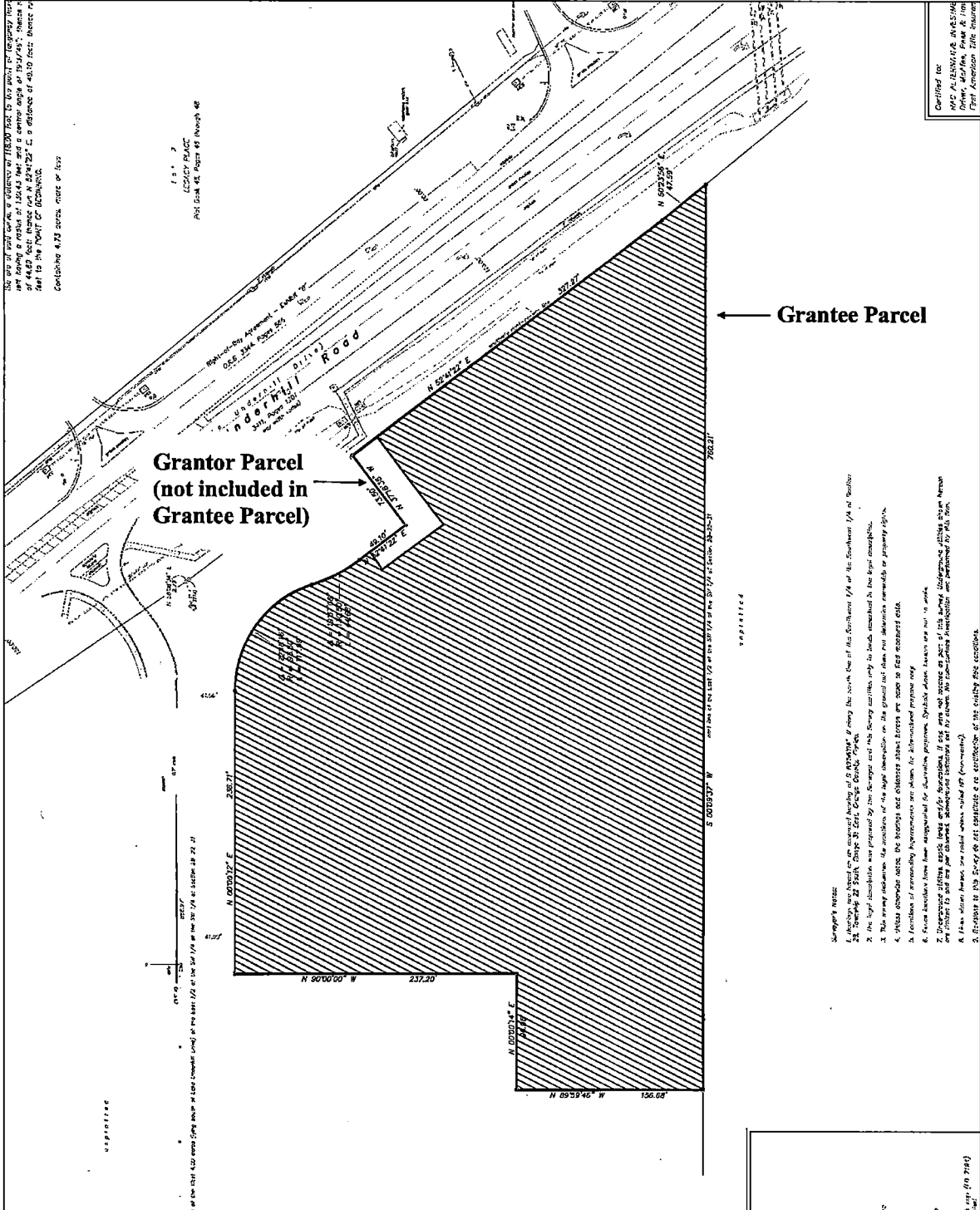
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°56'04" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 872.96 FEET TO A POINT LYING ON THE WEST LINE OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20160115373, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'12" EAST, ALONG SAID WEST LINE, 538.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 90°00'00" EAST, 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 237.20 FEET; THENCE RUN SOUTH 00°00'14" WEST, 96.96 FEET TO A POINT LYING ON THE SOUTH LINE OF AFORESAID LANDS, DESCRIBED IN DOCUMENT # 20170216641; THENCE RUN NORTH 89°59'46" WEST, ALONG SAID SOUTH LINE, 237.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 00°00'12" EAST, ALONG THE WEST LINE OF SAID LANDS, 96.94 FEET TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT:

**A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.**

# General Depiction of the Grantee Parcel



Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 7121

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2020

### TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by LAND OWNER WL LLC, a Florida limited liability company, whose address is 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, GRANTOR, and 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, in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a temporary construction easement over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:**

**a portion of**

**28-22-31-0000-00-031**

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

THIS TEMPORARY CONSTRUCTION EASEMENT is granted for construction purposes only, including the right to enter upon said lands for the purposes of harmonizing the portion of GRANTOR'S property that is adjacent to Lake Underhill Road with the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Should GRANTEE perform any such construction activities in the easement area, GRANTEE shall, at its sole cost and expense, restore "like kind" such lands to the condition existing prior to such activities, including the repair and/or replacement of any paving, curbing, sidewalks and/or landscaping.

GRANTEE shall provide GRANTOR with reasonable notice prior to utilizing the Temporary Construction Easement and commencing any harmonization, construction and installation. All such harmonization and construction shall be (a) performed in a good, diligent and workmanlike manner, (b) performed in compliance with all applicable permits, laws, rules, regulations and ordinances, and (c) diligently pursued to completion. GRANTEE agrees that the existing entrance driveway shall remain open and operational at all times during harmonization and construction and that GRANTEE's construction shall not obstruct traffic in any manner that unreasonably interferes with GRANTOR's or its affiliates' business operations.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire and be of no further force and effect on the date that is seven (7) years after the commencement of construction of the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Upon the termination of the Temporary Construction Easement, either the GRANTOR or GRANTEE shall have the right to record a confirmation of termination of temporary construction easement in the public records of Orange County, Florida.



Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 7121

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

Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

LAND OWNER WL LLC, a Florida limited liability  
company

WITNESSES:

[Signature]  
Witness

By: [Signature]  
Troy M. Cox  
Senior Vice President

Print Name: METHELLE COX

[Signature]  
Witness

Print Name: DAWN C GOURLEY

(Signature of TWO witnesses for each person executing  
this document is required by Florida law)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 15 day of May, 2020 by Troy M. Cox, as Senior Vice President of LAND  
OWNER WL LLC, a Florida limited liability company, on behalf of the company. He [] is personally known to  
me, or [] has produced N/A as identification.

(Notary Seal)

[Signature]  
Notary Signature  
DAWN C GOURLEY  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

This instrument prepared by:  
Theresa A. Avery, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida



Lake Underhill Road (Goldenrod Road to Rouse Road) 701 031419ta revised FS Notary 010820ta rev 022720ta Final 031020ta

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel 7121

**JOINDER AND CONSENT TO TEMPORARY CONSTRUCTION EASEMENT**

The undersigned hereby certifies that it is the tenant described in the following encumbrance upon the above described: that certain Memorandum of Lease Agreement, Options, and Right of First Refusal, recorded July 06, 2017, as Official Records Document No. 20170375109, of the Public Records of Orange County, Florida, (the "Encumbrance") and that the undersigned hereby joins in and consents to the execution and recording of the foregoing Temporary Construction Easement, and agrees that the Encumbrance, as it may have been, and as it may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Temporary Construction Easement.

Witnesses:

[Signature]  
Print Name: TROY M. COX  
[Signature]  
Print Name: DAWN C. GOURLEY

CERTUS WL OPCO LLC, a Florida  
Limited liability company

By: [Signature]  
Troy M. Cox  
Title: Authorized Signatory

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 15 day of May, 2020 by Troy Cox as Authorized Signatory of CERTUS WL OPCO LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

[Signature]  
Notary Public  
Print Name: DAWN C. GOURLEY  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.**

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 7205

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2020

### TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_ , by CERTUS WL OWNER LLC, a Florida limited liability company, whose address is 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, GRANTOR, and 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, in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a temporary construction easement over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

**SEE ATTACHED EXHIBIT "A"**

**Property Appraiser's Parcel Identification Number:**

**a portion of**

**28-22-31-1247-01-000**

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

THIS TEMPORARY CONSTRUCTION EASEMENT is granted for construction purposes only, including the right to enter upon said lands for the purposes of harmonizing the portion of GRANTOR'S property that is adjacent to Lake Underhill Road with the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Should GRANTEE perform any such construction activities in the easement area, GRANTEE shall, at its sole cost and expense, restore "like kind" such lands to the condition existing prior to such activities, including the repair and/or replacement of any paving, curbing, sidewalks and/or landscaping.

GRANTEE shall provide GRANTOR with reasonable notice prior to utilizing the Temporary Construction Easement and commencing any harmonization, construction and installation. All such harmonization and construction shall be (a) performed in a good, diligent and workmanlike manner, (b) performed in compliance with all applicable permits, laws, rules, regulations and ordinances, and (c) diligently pursued to completion. GRANTEE agrees that the existing entrance driveway and any roadway on GRANTOR's property shall remain open and operational at all times during harmonization and construction and that GRANTEE's construction shall not obstruct traffic in any manner that unreasonably interferes with GRANTOR's or its affiliates' business operations.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire and be of no further force and effect on the date that is seven (7) years after the commencement of construction of the Lake Underhill Road (Goldenrod Road to Rouse Road) Project. Upon the termination of the Temporary Construction Easement, either the GRANTOR or GRANTEE shall have the right to record a confirmation of termination of temporary construction easement in the public records of Orange County, Florida.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 7205

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

Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

CERTUS WL OWNER LLC, a Florida limited liability  
company

WITNESSES:

[Signature]  
Witness

By: [Signature]  
Troy M. Cox  
Senior Vice President

Print Name: MICHELLE COX

[Signature]  
Witness

Print Name: Dawn Courty

(Signature of **TWO** witnesses for each person executing  
this document is required by Florida law)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this 15 day of May, 2020 by Troy M. Cox, as Senior Vice President of CERTUS  
WL OWNER LLC, a Florida limited liability company, on behalf of the company. He  is personally known to  
me, or  has produced N/A as identification.

(Notary Seal)

[Signature]  
Notary Signature  
Dawn C Courty  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

This instrument prepared by:  
Theresa A. Avery, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

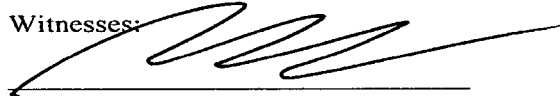


Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel 7205


**JOINER AND CONSENT TO TEMPORARY CONSTRUCTION EASEMENT**

The undersigned hereby certifies that it is the tenant described in the following encumbrance upon the above described: that certain Memorandum of Lease Agreement, Options, and Right of First Refusal, recorded July 06, 2017, as Official Records Document No. 20170375109, (the "Memorandum"), of the Public Records of Orange County, Florida, the "Encumbrance") and that the undersigned hereby joins in and consents to the execution and recording of the foregoing Temporary Construction Easement, and agrees that the Encumbrance, as it may have been, and as it may be, modified, amended, and/or assigned from time to time, shall be subordinated to the Temporary Construction Easement.

Witnesses:



Print Name: MICHAEL COX



Print Name: Dawn C Gourley

CERTUS WL OPCO LLC, a Florida  
Limited liability company

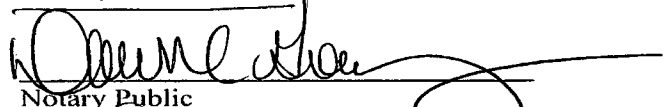
By:   
Troy M. Cox

Title: Authorized Signatory

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5 day of May, 2020 by Troy Cox as Authorized Signatory of CERTUS WL OPCO LLC, a Florida limited liability company, on behalf of the company. He  is personally known to me or  has produced NA as identification.

(Notary Seal)

  
Notary Public

Print Name: Dawn C Gourley

My Commission Expires: \_\_\_\_\_



**SKETCH OF DESCRIPTION**

**PROJECT: LAKE UNDERHILL  
 PURPOSE: TEMPORARY CONSTRUCTION EASEMENT  
 PARCEL 7205  
 SHEET 1 OF 2  
 DESCRIPTION**

**EXHIBIT "A"**

A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL ROAD) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 775.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°00'12" E ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 91.33 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL ROAD; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 199.13 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, A DISTANCE OF 94.35 FEET; THENCE RUN S 52°41'22" W, A DISTANCE OF 53.15 FEET; THENCE RUN N 37°18'38" W, A DISTANCE OF 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 52°41'22" W, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 21.95 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 130.50 FEET, A CENTRAL ANGLE OF 19°37'06", AN ARC LENGTH OF 44.68 FEET, A CHORD LENGTH OF 44.47 FEET AND A CHORD BEARING OF S 62°29'55" W TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 93.50 FEET, A CENTRAL ANGLE OF 72°18'16", AN ARC LENGTH OF 117.99 FEET, A CHORD LENGTH OF 110.32 FEET AND A CHORD BEARING OF S 36°09'20" W TO THE POINT OF TANGENCY; THENCE RUN N 89°59'48" W, A DISTANCE OF 40.99 FEET TO THE SAID EAST LINE OF SAID WEST 4.00 ACRES AND POINT OF BEGINNING.

CONTAINING 0.408 ACRES (17,785.94 SQUARE FEET) MORE OR LESS

*Walter H. Eggerton Jr.*  
**Walter H. Eggerton Jr.**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LICENSE NO. 5674

NOT VALID WITHOUT SHEETS 1, 2 AND THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED FOR:  
 Real Estate Management

DESIGNED BY: Eggerton	DATE: 02-25-2020	SECTION: 28	PUBLIC WORKS ENGINEERING DIVISION RIGHT-OF-WAY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32039-9205 (407) 838-7951	 ORANGE COUNTY GOVERNMENT	DRAWING SCALE: N/A
DRAWN BY: J. BONILLA	REVISIONS:	TOWNSHIP: 22S			PROJECT NUMBER
CHECKED BY: Eggerton		RANGE: 31E			2020-02-LKU
APPROVED BY: Eggerton		SHEET 1 OF 2			

# SKETCH OF DESCRIPTION

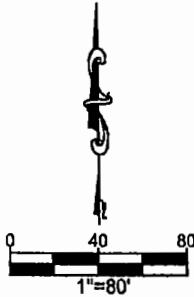
PROJECT: LAKE UNDERHILL

PURPOSE: TEMPORARY CONSTRUCTION EASEMENT

PARCEL 7205

SHEET 2 OF 2

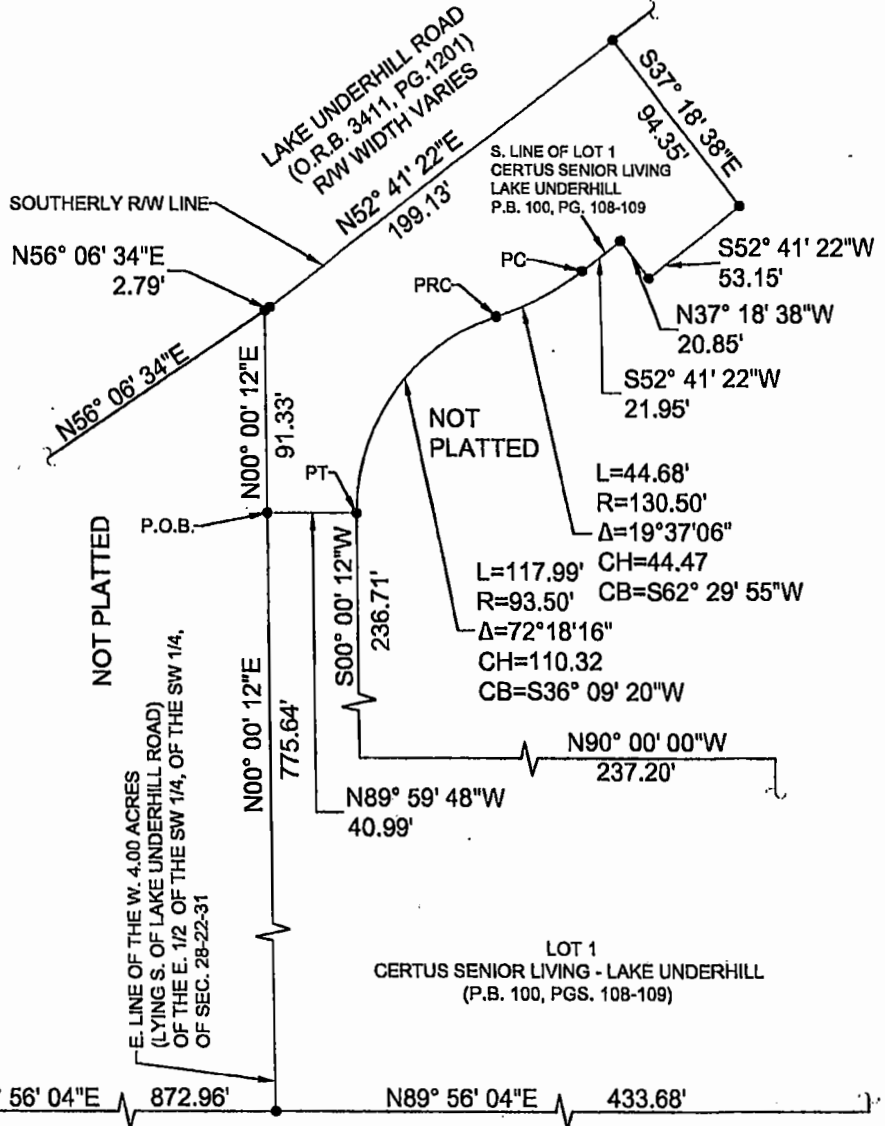
SKETCH



LEGEND:	
L =	LENGTH
R =	RADIUS
Δ =	DELTA
CH =	CHORD DISTANCE
CB =	CHORD BEARING
R/W =	RIGHT OF WAY
PC =	POINT OF CURVATURE
PRC =	POINT OF REVERSE CURVATURE
PT =	POINT OF TANGENCY
P.O.C. =	POINT OF COMMENCEMENT
P.O.B. =	POINT OF BEGINNING
SEC. =	SECTION
SW =	SOUTHWEST
SQ.FT. =	SQUARE FEET
R/W =	RIGHT OF WAY
P.B. =	PLAT BOOK
P.GS. =	PAGES
O.R.B. =	OFFICIAL RECORD BOOK
P.G. =	PAGE
	BREAK LINE (NOT TO SCALE)
	CHANGE IN DIRECTION

SOUTH LINE OF THE SW 1/4  
OF THE SW 1/4 OF SEC. 28-22-31

P.O.C.  
SW CORNER  
SW 1/4, SW 1/4  
SEC. 28-22-31



## NOTES:

- BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, BEING NORTH 89° 56' 04" EAST.
- THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, RIGHT-OF-WAY SECTION.
- OTHER RECORDED DOCUMENTS CAN BE FOUND IN THE ORANGE COUNTY PUBLIC RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH WAS NOT PERFORMED.
- NO FIELD WORK HAS BEEN PERFORMED FOR THE PREPARATION OF THIS DRAWING.
- THIS IS NOT A BOUNDARY SURVEY. THIS SKETCH OF DESCRIPTION MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050, FLORIDA ADMINISTRATIVE CODE

PREPARED FOR:  
Real Estate  
Management

DESIGNED BY: Eggerton

DATE:

02-25-2020

SECTION: 28

TOWNSHIP: 22S

DRAWN BY: BONILLA

REVISIONS:

RANGE: 31E

CHECKED BY: Eggerton

APPROVED BY: Eggerton

SHEET 2 OF 2

PUBLIC WORKS  
ENGINEERING DIVISION  
RIGHT-OF-WAY SECTION

4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
(407) 836-7951



DRAWING SCALE:  
1"=80'

PROJECT NUMBER  
2020-02-LKU



**PURCHASE AGREEMENT**

**APR 07 2020**

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS AGREEMENT is made between Tri-County Road 27, Inc., a Florida corporation, hereinafter referred to as SELLER, and Orange County, a charter county and political subdivision of the State of Florida, hereinafter referred to as BUYER.

**WITNESSETH:**

WHEREAS, BUYER requires that certain Easement Agreement recorded as Document Number 20170216643 in the Public Records of Orange County, Florida (the "Easement Agreement") to be terminated for the above referenced project and SELLER agrees to execute a termination of the Easement Agreement on the terms set forth in this Agreement; and

WHEREAS, BUYER is presently in negotiations with Land Owner WL LLC, a Florida limited liability company, ("Land Owner") and Certus WL Owner LLC, a Florida limited liability company, ("Certus") to obtain execution of a termination of the Easement Agreement by Land Owner and Certus, and BUYER acknowledges that SELLER has no responsibility to obtain execution of a termination of the Easement Agreement by Land Owner and Certus.

NOW, THEREFORE, in consideration of the promises stated in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BUYER and SELLER agree as follows:

1. SELLER agrees to execute a Termination of Easement Agreement in the form attached to this Purchase Agreement as Exhibit "A" (the "Termination"). As consideration for SELLER'S execution of the Termination, BUYER will pay SELLER the total sum of \$ 500,000.00. SELLER will pay for the recording fees for the Termination.
2. This Termination is being purchased in lieu of eminent domain proceedings.
3. This transaction shall be closed and the Termination and other closing papers delivered on or before 90 days from the effective date of this Agreement (the "Closing Date"). Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by BUYER and SELLER. The closing under this Agreement is contingent on, and shall close simultaneously with, the closing of the transaction (the "Fee Closing") contemplated by that certain Contract for Sale and Purchase between BUYER and Land Owner for the purchase of the real property assessed under Property Appraiser's Parcel Identification Number 28-22-31-0000-00-031 (the "Fee Contract"). As part of the Fee Closing under the Fee Contract, Land Owner is required to execute and deliver to BUYER, and to cause Certus to execute and deliver to BUYER, the Termination. If the Fee Closing (and execution and delivery of the Termination by Land Owner and Certus) does not occur by the closing date set forth in the Fee Contract, BUYER may terminate this Agreement. Additionally, if SELLER does not execute and deliver the Termination to BUYER on or before the Closing Date of this Agreement as provided herein, BUYER may terminate this Agreement. BUYER acknowledges that SELLER intends to execute its signature page of the Termination contemporaneously with its execution of this Agreement, and to deliver said original signature page to SELLER'S counsel, Lowndes, Drosdick, Doster,

Kantor & Reed, P.A., for safekeeping until delivery to BUYER as part of the closing of the Agreement; provided, however, that nothing herein shall relieve SELLER of its obligation to execute and deliver the Termination to BUYER on or before the Closing Date of this Agreement as provided herein.

4. Effective upon the closing contemplated under this Agreement, except as otherwise expressly provided by this Agreement (including without limitation the compensation to be paid by BUYER to SELLER as described in Section 1 of this Agreement above), SELLER hereby releases, discharges, and acquits BUYER and all employees, agents, attorneys, consultants, contractors, subcontractors, successors, assigns, representatives, and elected officials of BUYER from any and all claims, actions, causes of actions, suits, obligations, promises, controversies, costs, expenses, losses, liabilities, damages, and/or demands of every kind, character, and nature, whether legal or equitable in nature and whether in contract or in tort – including without limitation: (i) claims for attorney's fees, for appraisal fees, for accountant's fees, for fees of other professionals, experts, and consultants, for costs, for non-monetary benefits, and/or for attorney's fees based upon on non-monetary benefits pursuant to Section 73.092, Florida Statutes; (ii) claims for business damages pursuant to Chapter 73, Florida Statutes; and/or (iii) other claims, causes of actions, etc. that could have been raised by SELLER (including without limitation under Chapters 73 and/or 74, Florida Statutes) had BUYER commenced eminent domain proceedings against SELLER – which SELLER has asserted, could have asserted, or would hereafter have been able to assert, or which may now have or which may hereafter accrue, concerning, arising out of, or relating to in any way BUYER's acquisition of the Termination, as described in Section 1 of this Agreement above, including any claims for apportionment made by third parties.
5. SELLER agrees to remove personal property and paraphernalia located on Property Appraiser's Parcel Identification Number 28-22-31-0000-00-031. It is mutually agreed that if said removal is not completed before construction of the above referenced project begins, BUYER shall assume the responsibility for removal and shall not be liable for any damages resulting from said removal.
6. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
7. Effective Date: This agreement shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners.

THIS AGREEMENT supersedes all previous agreements or representations, either verbal or written, heretofore in effect between SELLER and BUYER, made with respect to the matters herein contained, and when duly executed constitutes the AGREEMENT between SELLER and BUYER. No additions, alterations, or variations to the terms of this AGREEMENT shall be valid, nor can provisions of this AGREEMENT be waived by either party unless expressly set forth in writing and duly signed.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 9121.3 a/k/a 1121.3 (Access Easement) and (Cell Tower Easement)

The parties hereto have executed this AGREEMENT on the date(s) written below.

**SELLER**

Tri-County Road 27, Inc. a Florida corporation

BY: *Dell Avery*  
Dell Avery, Director

2281 Lee Road, Suite 204  
Winter Park, FL 32789

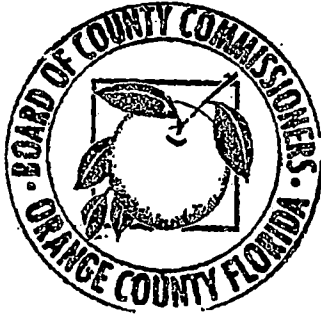
DATE: 3/13/20

By: *Stanley T. Pietkiewicz*  
Stanley T. Pietkiewicz, Director

2281 Lee Road, Suite 204  
Winter Park, FL 32789

DATE: 3/13/20

(Corporate Seal)



**BUYER**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Date: APR 07 2020

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

By: *Katie Smith*  
Deputy Clerk  
Print: Katie Smith

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 9121.3 a/k/a 1121.3 (Access Easement) and (Cell Tower Easement)

Exhibit "A"

Form of Termination of Easement Agreement

[Attached 28 Pages]

## EXHIBIT "A"

### Termination of Easement Agreement

This Termination of Easement Agreement ("**Termination**") is between Land Owner WL LLC, a Florida limited liability company ("**Land Owner**"), Certus WL Owner LLC, a Florida limited liability company ("**Certus**"), and Tri-County Road 27, Inc., Florida corporation ("**Tri-County**").

#### Background

- A. Land Owner, Certus, and Tri-County entered into that certain Easement Agreement recorded on April 20, 2017 as Document Number 20170216643 in the Public Records of Orange County, Florida ("**Agreement**"), as **Exhibit "A"** attached.
- B. Land Owner, Certus, and Tri-County wish to terminate the Agreement and release all rights, title, and interests in and to the Agreement and any easements granted in the Agreement.

In consideration of the promises stated in this Termination and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Land Owner, Certus, and Tri-County agree as follows:

#### Terms

1. **Termination.** Land Owner, Certus, and Tri-County hereby terminate the Agreement and hereby release, terminate, vacate and forever abandon all of their right, title, and interest in and to the Agreement and any easements granted in the Agreement. From and after the Effective Date, the Agreement is null and void and of no further force or effect and no person has, or will have, any further rights or obligations under the Agreement.
2. **Representations and Warranties.** Land Owner, Certus, and Tri-County hereby represent and warrant to Orange County, a charter county and political subdivision of the state of Florida, that Land Owner, Certus, and Tri-County: (a) are the sole successors-in-interest to the original parties to the Agreement, (b) are the sole holders of any easements granted in the Agreement, and (c) have not made any assignment, transfer, encumbrance, or conveyance of any interest in the Agreement or easements granted in the Agreement to any person, organization or entity.
3. **Effective Date.** This Termination is effective as of the date of the last signature (the "**Effective Date**").

[Signature Pages Begin on Next Page]

**IN WITNESS WHEREOF**, LAND OWNER WL LLC, CERTUS WL OWNER LLC and TRI-COUNTY ROAD 29, Inc., have caused this Termination to be duly executed on the date first written above and further to be recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the GRANTORS have caused these presents to be executed in its name.

Signed, sealed and delivered  
in the presence of:

LAND OWNER WL LLC,  
a Florida limited liability company

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Troy M. Cox, Senior Vice President  
1969 S. Alafaya Trail #377  
Orlando, FL 32828

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

(Corporate Seal)

\_\_\_\_\_  
Print Name

(Signature of **TWO** witnesses for each person executing  
this document is required by Florida law)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020 by Troy M. Cox, as Senior Vice President of LAND OWNER WL LLC, a Florida limited liability company. They [ ] are personally known to me, or [ ] have each produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

IN WITNESS WHEREOF, the GRANTORS have caused these presents to be executed in its name.

Signed, sealed and delivered  
in the presence of:

CERTUS WL OWNER ILC,  
a Florida limited liability company

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Troy M. Cox, Senior Vice President  
1969 S. Alafaya Trail #377  
Orlando, FL 32828

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

(Corporate Seal)

\_\_\_\_\_  
Print Name

(Signature of **TWO** witnesses for each person executing  
this document is required by Florida law)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2020 by Troy M. Cox, as Senior Vice President of  
CERTUS WL OWNER LLC, a Florida limited liability company. They [ ] are personally known to me, or [ ]  
have each produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

IN WITNESS WHEREOF, the GRANTORS have caused these presents to be executed in its name.

Signed, sealed and delivered  
in the presence of:

TRI-COUNTY ROAD 27, Inc.,  
a Florida corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Dell Avery, Director  
2281 Lee Road, Suite 204  
Winter Park, FL 32789

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

(Corporate Seal)

\_\_\_\_\_  
Print Name

(Signature of **TWO** witnesses for each person executing  
this document is required by Florida law)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Dell Avery, as Director of TRI-COUNTY ROAD  
27, Inc., a Florida corporation. They [ ] are personally known to me, or [ ] have each produced  
\_\_\_\_\_ and \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:



IN WITNESS WHEREOF, the GRANTORS have caused these presents to be executed in its name.

Signed, sealed and delivered  
in the presence of:

TRI-COUNTY ROAD 27, Inc.,  
a Florida corporation

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Stanley T. Pietkiewicz, Director  
2281 Lee Road, Suite 204  
Winter Park, FL 32789

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

(Corporate Seal)

\_\_\_\_\_  
Print Name

(Signature of TWO witnesses for each person executing  
this document is required by Florida law)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2020 by Stanley T. Pietkiewicz, as Director of TRI-  
COUNTY ROAD 27, Inc., a Florida corporation. They [ ] are personally known to me, or [ ] have each  
produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Name

Notary Public in and for  
the county and state aforesaid

My commission expires:

**This instrument prepared by:**  
Theresa A. Avery, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcels: 1121A (Access Easement) and (Cell Tower Easement)

**Exhibit "A"**

**Easement Agreement**

**(Recorded in the Officials Records Documentation Number 20170216643, in the  
Public Records of Orange County, Florida.)**

# EXHIBIT "A"

PREPARED BY:

Matthew S. McAfee, Esq.  
Driver, McAfee, Peek & Hawthorne, P.L.  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202

AND AFTER RECORDING RETURN TO:

Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, Florida 32801  
Attn: Orlando L. Evora, Esq.

DOC # 20170216643

04/20/2017 10:28 AM Page 1 of 17

Rec Fee: \$146.00

Deed Doc Tax: \$0.70

Mortgage Doc Tax: \$0.00

Intangible Tax: \$0.00

Phil Diamond, Comptroller

Orange County, FL

Ret To: SIMPLIFILE LC

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this "Agreement") is made and entered into effective as of April 18, 2017 (the "Effective Date") by and between **LAND OWNER WL LLC**, a Florida limited liability company ("LOWL") and **CERTUS WL OWNER LLC**, a Florida limited liability company ("Certus WL" and together with LOWL, collectively, the "Grantor"), and **TRI-COUNTY ROAD 27, INC.**, a Florida corporation ("Grantee"). In this Agreement, Grantor and Grantee are sometimes referred to individually as a "Party" and collectively as "Parties."

### RECITALS:

A. LOWL owns fee simple title in and to the real property described in Exhibit A, attached hereto and incorporated herein by reference (the "Property").

B. Certus WL is the owner of the "Certus Property" as defined in that certain Easement Agreement between Grantee and Certus WL recorded on March 7, 2016 as Instrument Number 20160115375, in the Public Records of Orange County, Florida.

C. Grantee has requested Grantor, and LOWL and Certus WL have agreed to grant and convey to Grantee certain easements, as applicable, specified in this Agreement for the purposes set forth herein, pursuant to the terms and conditions as hereinafter provided.

**NOW, THEREFORE**, and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. Grant of Communication Structure Easement. LOWL hereby grants to Grantee an exclusive and perpetual easement over, under, through, and across the northern portion of the Property more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Communication Structure Easement Area") for the purpose of permitting Grantee to construct, install, maintain, repair, replace, operate, and use a communication structure or tower and related improvements, fixtures, equipment, utility service lines, lighting,

landscaping, signage, fences, and gates (collectively, the “**Communication Structure**”) within the Communication Structure Easement Area. For avoidance of doubt, Grantee shall be entitled to design, permit and construct the Communication Structure at its sole discretion, without the prior approval of LOWL or Certus WL, but subject to all applicable governmental permits, approvals, laws, rules, and regulations.

3. Grant of Access Easement. Grantor hereby grants to Grantee a non-exclusive and perpetual easement over, under, through, and across that certain portion of the Property and the Certus Property more particularly described in Exhibit C attached hereto and incorporated herein by reference (the “**Access Easement Area**”) for access to and from the Communication Structure Easement Area. Grantor shall have the right to construct, at its sole discretion, roadways, monument signage, and any other improvements within the Access Easement Area as long as Grantor continues to provide reasonable access to the Communication Structure Easement Area and such improvements do not unreasonably interfere with the rights granted to Grantee herein. The Parties acknowledge that the initial location of the Access Easement Area is conceptual in nature, and once the site plan for the Property is finalized by LOWL, Grantor may relocate the location of the Access Easement Area to a final location within the Access Easement Area or the Property consistent with LOWL’s site plan (the “**Final Access Easement Area**”), all at Grantor’s sole cost and expense; provided, however, that such final location provides reasonable access to the Communication Structure Easement Area. Notwithstanding the foregoing, Grantee agrees to use commercially reasonable efforts to obtain approval to install curb cuts providing access to and within the Communication Structure Easement Area from Lake Underhill Road at Grantee’s sole cost and expense. Grantor shall, at no out-of-pocket expense to Grantor, cooperate with Grantee and support Grantee’s application for such approval for the curb cuts, and shall not contest any such proceedings in connection therewith. In the event Grantee is able to obtain the necessary approvals for the curb cuts after exerting commercially reasonable efforts, as evidenced by the issuance of all necessary approvals from the requisite governmental authorities and other entities, Grantee shall deliver written notice to Grantor of the same, and the access easement granted hereunder as the Access Easement Area shall terminate, and all rights in such access easement related thereto shall immediately revert to Grantor. In the event such approvals for the curb cuts are obtained by Grantee and subsequently cancelled or taken by any governmental authorities or other entities, Grantor agrees to provide an easement to Grantee over the Property for reasonable access to the Communication Structure Easement Area as contemplated herein. Grantor may relocate the Final Access Easement Area and any related improvements at any time, provided (i) Grantor delivers notice in writing to Grantee that includes a sketch of the proposed relocation of the Access Easement Area or a portion thereof, (ii) Grantor agrees to bear all expense of relocating such Final Access Easement Area, (iii) Grantor agrees to continue to provide reasonable access to the Communication Structure Easement Area and (iv) such relocation does not unreasonably interfere with the rights granted to Grantee herein. Any relocation of the Access Easement Area or the Final Access Easement Area, whether by the Parties or by Grantor, as contemplated in this Section, shall be evidenced by a written amendment to this Agreement.

4. Licenses. Grantee and Grantee’s successors and assigns shall be responsible for obtaining and maintaining all governmental licenses, permits, and approvals required to

construct, install, maintain, repair, replace, operate, and use the Communication Structure and shall pay all costs and expenses so incurred. Grantor agrees to reasonably cooperate, at no out-of-pocket expense to Grantor, with Grantee, and Grantee's successors and assigns, in the application, acquiring, maintenance, and renewal of any and all governmental licenses, permits, and approvals required to construct, install, maintain, repair, replace, operate, and use the Communication Structure and Communication Structure Easement Area, including, but not limited to, signing all joinders and consents within ten (10) days following Grantor's receipt of a written request from Grantee, to the extent applicable. Grantor agrees to reasonably cooperate, at no out-of-pocket expense to Grantor, if Grantee seeks any reduction of any applicable governmental setback requirements required to permit the location of the Communication Structure within the Communication Structure Easement Area, including, but not limited to, signing all joinders and consents within ten (10) days following Grantor's receipt of a written request from Grantee, to the extent applicable. Grantor agrees to refrain from contesting, directly or indirectly, the efforts of Grantee and Grantee's successors and assigns to apply for, obtain, maintain and renew any and all governmental licenses, permits and approvals required to construct, install, maintain, repair, replace, operate and use the Communication Structure and Communication Structure Easement Area.

5. Construction Costs. All costs and expenses to construct, install, maintain, repair, replace, operate, and use the Communication Structure including, but not limited to, the tower and related improvements, fixtures, equipment, utility service lines, lighting, landscaping, signage, fences, and gates within the Communication Structure Easement Area shall be borne by Grantee at its sole cost and expense, and Grantor shall have no obligation to perform any work nor pay any costs and expenses in connection therewith.

6. Maintenance and Repair. If Grantee elects to construct the Communication Structure in the Communication Structure Easement Area, Grantee shall, at Grantee's sole cost and expense, operate, maintain, repair, and replace the Communication Structure and the Communication Structure Easement Area in good order and repair, in accordance with all applicable governmental permits, approvals, laws, rules, and regulations, and in a safe condition and free of debris. If Grantee fails to so maintain, repair, and replace the Communication Structure Easement Area, and if such failure is not corrected within thirty (30) days following written notice of such failure by Grantor, Grantor shall be entitled, at Grantor's option, to perform such maintenance and repair. In such case, Grantee shall be responsible for promptly reimbursing Grantor for all reasonable out-of-pocket costs (as evidenced by copies of paid invoices therefor) incurred by Grantor in completing such maintenance, repair, and replacement obligations, which reimbursement shall be made within twenty (20) days after receipt of copies of paid invoices therefor from Grantor.

7. Insurance. If Grantee elects to construct the Communication Structure in the Communication Structure Easement Area, Grantee covenants and agrees to maintain at all times during the term of this Agreement a commercial general liability insurance policy protecting Grantor by naming Grantor an additional insured against all claims or demands that may arise or be claimed on account of Grantee in connection with Grantee's use of the Communication Structure Easement Area and Access Easement Area in an amount of at least \$1,000,000.00 for

injuries to persons in one accident, \$1,000,000.00 for injuries to any one person, and \$1,000,000.00 for damages to property. The insurance shall be written by a company or companies acceptable to Grantor and shall be authorized to engage in the business of general liability insurance in the State of Florida. Grantee shall deliver to Grantor annual certificates demonstrating that insurance is paid and copies of the insurance policies issued by the insurance companies. Each such insurance certificate by each insurance carrier shall contain a clause providing that the insurance carrier will give Grantor thirty (30) days written notice before any cancellation shall be effective.

8. Indemnity. If Grantee elects to construct the Communication Structure in the Communication Structure Easement Area, Grantee agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims for injury or death to persons or damage to or loss to property, including without limitation, attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level) related thereto, arising from Grantee's use of the Communication Structure Easement Area and Access Easement Area or from the exercise by Grantee of any rights granted by this Agreement, except for those caused by Grantor's gross negligence or willful misconduct.

9. Default. A default by a Party under this Agreement shall entitle the Party benefited by the applicable covenant(s) to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, termination of this Agreement, injunctive relief, and specific performance.

10. Attorneys' Fees. In connection with any litigation arising out of this Agreement, or the breach, enforcement or interpretation of this Agreement, the prevailing Party shall be entitled to recover from the Party not prevailing the prevailing Party's reasonable costs and attorney fees, paralegal fees and expert fees incurred at trial, retrial, on appeal, at hearings and re-hearings, and in all administrative, bankruptcy, reorganization and post-judgment proceedings.

11. Notices. All notices required or desired to be given under this Agreement shall be in writing and shall be: (a) hand delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar next business day service, or (d) sent by electronic mail (but only if also sent at the same time by one of the other delivery methods described above). Notices shall be effective only upon receipt. All notices shall be delivered or sent prepaid for the specified service by the Party giving notice, and shall be addressed as follows:

If to Grantor: Land Owner WL LLC and Certus WL Owner LLC  
c/o RAC Alternative Investments LLC  
5224 West State Road 46, #375  
Sanford, Florida 32771  
Attention: Troy M. Cox  
E-Mail: [Troy@RACFL.com](mailto:Troy@RACFL.com)

With a copy to: Driver, McAfee, Peek & Hawthorne, P.L.  
One Independent Drive, Suite 1200  
Jacksonville, Florida 32202  
Attention: Matthew S. McAfee, Esq.  
E-Mail: mmcafee@dmpflaw.com

If to Grantee: Tri-County Road 27, Inc.  
2281 Lee Road, Suite 204  
Winter Park, Florida 32789-7208  
Attention: Dell Avery  
E-Mail: dellavery@cfl.rr.com

With a copy to: Greenberg Traurig, P.A.  
450 South Orange Avenue, Sixth Floor  
Orlando, Florida 32801  
Attention: Orlando L. Evora  
E-Mail: evorao@gtlaw.com

Or to any other addresses hereafter designated by either Party, from time to time, by written notice given in accordance with this Section. Attorneys for Grantee and Grantor are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective client.

12. Third Parties. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal Party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

13. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. The Parties agree that venue with respect to any state or federal litigation in connection with this Agreement shall lie exclusively in Orange County, Florida.

14. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

15. Binding Effect. This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns and shall be appurtenant to and binding upon and run with title to the parcels of land described herein.

16. Authorization. By execution below, the undersigned represent that they have been duly authorized to execute this Agreement and have full power and authority to comply

with the terms and provisions of this Agreement.

17. Amendments. Amendments to the provisions contained in this Agreement may be made only by an instrument in writing which is executed by Grantor and Grantee or their successors and assigns.

18. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

19. No Merger. The easements set forth in this Agreement shall not merge with fee title to any of the land subject hereto and shall remain separate estates.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. It shall not be necessary to the binding effect of this Agreement that the signatures of both Parties appear on any one counterpart of this Agreement and this Agreement shall bind both Parties as long as both Parties have executed and delivered at least one counterpart of this Agreement.

21. WAIVER OF TRIAL BY JURY. GRANTOR AND GRANTEE HEREBY WAIVE TO THE FULL EXTENT PERMITTED BY LAW THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY GRANTOR AND GRANTEE. GRANTOR AND GRANTEE HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. GRANTOR AND GRANTEE FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF GRANTOR OR GRANTEE (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO GRANTOR OR GRANTEE OR TO ANY AGENT OR REPRESENTATIVE OF GRANTOR OR GRANTEE (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

22. Relationship of Parties. Nothing contained in this Agreement is intended to, or shall, or shall be deemed to, (a) create a joint venture, partnership or fiduciary relationship between Grantor and Grantee, or (b) authorize either Party to bind the other Party in any manner whatever.



23. Interpretation; Approvals and Consents. Captions and section headings contained in this Agreement are for convenience of reference only. They do not define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the Parties and each Party has been afforded the opportunity to engage, if such Party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Grantee or Grantor as the drafting Party. The terms "herein," "hereby," "hereof," "hereto," "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. Time is of the essence with respect to this Agreement and the performance of this Agreement by each Party. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the Party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

24. Assignment of Easement Rights. Prior to the completion of the construction of the Communication Structure and the issuance of a certificate of completion or equivalent related thereto by the requisite governmental authority having jurisdiction thereto, if any (the "**Communication Structure Construction Completion**"), Grantee shall not have the right to assign this Agreement, the rights and easements granted to Grantee pursuant to this Agreement, or grant subleases or licenses in and to the Communication Structure Easement Area and the Communication Structure without obtaining the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained herein to the contrary and for the avoidance of doubt, the Parties hereby acknowledge and agree that (a) prior to the Communication Structure Construction Completion, Grantee shall have the right to freely assign this Agreement, and the rights and easements granted to Grantee pursuant to this Agreement, in whole or in part, without the prior consent of Grantor to an entity which (either directly or indirectly) is in common control with or is controlled by or under control of Dell Avery or Stanley T. Pietkiewicz and (b) from and after the date of the Communication Structure Construction Completion, Grantee shall have the right to freely assign this Agreement, and the rights and easements granted to Grantee pursuant to this Agreement, in whole or in part, without the consent of Grantor. Furthermore, the Parties hereby acknowledge and agree that from and after the date of the Communication Structure Construction Completion, Grantee shall have the right to freely grant subleases or licenses in and to the Communication Structure Easement Area and the Communication Structure, without the consent of Grantor, to such telecommunication carriers, including, but not limited to, wireless communication carriers, desiring to collocate their facilities within the Communication Structure Easement Area or the Communication Structure.

25. Property Taxes. From and after the completion of the construction and

installation of the Communication Structure in the Communication Structure Easement Area, Grantee shall, at its sole cost and expense, be responsible for the incremental increase in ad valorem real property taxes assessed by the Orange County Property Appraiser ("**Tax Appraiser**") against the Property due solely to the additional appraised value of the Communication Structure (the "**Communication Structure Property Taxes**"). For avoidance of doubt, Grantee shall not be responsible for any ad valorem real property taxes assessed against the land of the Property comprising the Communication Structure Easement Area or the easement created thereby. Grantee shall pay to LOWL an amount equal to the Communication Structure Property Taxes within twenty (20) days after written notice from LOWL to Grantee that LOWL has paid the full amount of the Communication Structure Property Taxes and any other taxes related to the Property to the Orange County Tax Collector ("**Tax Collector**") for the applicable calendar year. Said notice shall include documentation evidencing (i) LOWL's full payment of the then current tax bill related to the Property and (ii) the calculation of the Communication Structure Property Taxes based on the values provided in such tax bill, which calculation shall be subject to Grantee's reasonable approval. The calculation of the Communication Structure Property Taxes and payment thereof by Grantee hereunder shall be based on the highest discounted rate, regardless of when LOWL pays the tax bill. The Parties understand that no Florida sales tax or assessments will be due and payable to the Florida Department of Revenue as a result of the payment of the Communication Structure Property Taxes by Grantee to LOWL pursuant to this paragraph. Notwithstanding the previous sentence, the Parties agree that Grantee shall be responsible for any and all sales tax and assessments, if any, payable to the Florida Department of Revenue as a result of the payment of Communication Structure Property Taxes as contemplated by this Section.

Promptly after the completion of the construction and installation of the Communication Structure, Grantee and LOWL shall use commercially reasonable efforts to cause the Tax Appraiser to provide a separate line item for the Communication Structure Property Taxes under the tax bill for the Property. Upon the provision of such separate line item, LOWL shall provide a copy of the tax bill for the Property to Grantee promptly after receipt, and Grantee shall pay prior to delinquency the Communication Structure Property Taxes set forth under the separate line item directly to the Tax Collector, and Grantee shall continue to pay the Communication Structure Property Taxes for subsequent calendar years directly to the Tax Collector prior to delinquency without prior notice from LOWL. If Grantee fails to timely so pay, then LOWL may pay the Communication Structure Property Taxes, and any amounts so paid by LOWL (the "**LOWL Reimbursable Payments**") shall thereupon become immediately due and payable by Grantee to LOWL upon written demand therefor, and the LOWL Reimbursable Payments shall accrue interest thereon from the date paid by LOWL until reimbursement in full to LOWL by Grantee at the rate of interest equal to the lesser of twelve percent (12%) per annum and the highest rate allowed by Florida law. If LOWL (a) fails to pay the tax bill in full prior to delinquency under the foregoing paragraph or (b) after the provision of the separate line item for the Communication Structure Property Taxes, fails to pay the tax bill in full, other than the amount under such separate line item, prior to delinquency, then Grantee may pay the Communication Structure Property Taxes and/or any remaining taxes on the tax bill for the Property, as applicable, and any amounts so paid by Grantee (the "**Grantee Reimbursable Payments**") shall thereupon become immediately due and payable by LOWL to Grantee upon

written demand therefor, and the Grantee Reimbursable Payments shall accrue interest thereon from the date paid by Grantee until reimbursement in full to Grantee by LOWL at the rate of interest equal to the lesser of twelve percent (12%) per annum and the highest rate allowed by Florida law.

The LOWL Reimbursable Payments and the Grantee Reimbursable Payments (together with the applicable interest thereon) which remain unpaid by the applicable responsible party ten (10) days after written demand therefor as provided above, shall become a charge and continuing lien (i) against the Property as to the Grantee Reimbursable Payments in favor of Grantee, and (ii) against the Communication Structure as to the LOWL Reimbursable Payments in favor of LOWL, which lien which shall run with the title to the land and the property, as applicable. The effective date of the lien shall relate back to the date of payment of the LOWL Reimbursable Payments and the Grantee Reimbursable Payments made by LOWL or Grantee, as applicable, and the lien may be foreclosed against the Property and the Communication Structure by judicial foreclosure in the same manner as foreclosure of a mortgage. The lien shall bind the Property and the Communication Structure, as applicable, and shall continue in effect despite any transfer of title to the Property, or portion thereof, and the Communication Structure, as applicable, until all amounts secured by the lien have been paid. The lien right herein and any other remedies provided for by this Agreement shall be cumulative of and additional to any and all remedies available at law and in equity for the collection of the delinquent LOWL Reimbursable Payments and Grantee Reimbursable Payments, plus interest thereon, as applicable.

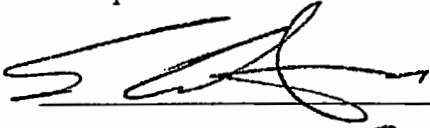
26. Estoppel. Within twenty (20) days after request by any Party (the “**Requesting Party**”), the Party receiving any such request (the “**Delivering Party**”) shall deliver an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party (i) stating whether the Requesting Party has paid the Delivering Party for all expenses due as of the date of the estoppel certificate, including, but not limited to, the LOWL Reimbursable Payments and the Grantee Reimbursable Payments, as applicable, (ii) stating whether the Delivering Party has claimed or has a right to claim a lien against the Communication Structure or the Property, as applicable, pursuant to Section 25 of this Agreement, (iii) stating whether the Requesting Party is in default under this Agreement as of the date of the estoppel certificate, and (iv) containing such other matters as may be reasonably requested by the Requesting Party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Agreement to be effective as of the Effective Date.


Signed, sealed, and delivered in the presence of:

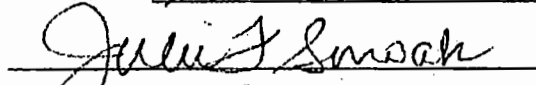
Grantor:



LAND OWNER WL LLC, a Florida limited liability company

Print Name: Eric Carlson

By: 



Troy M. Cox  
Senior Vice President

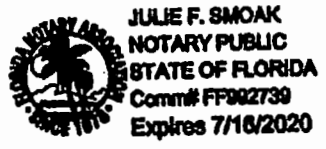
Print Name: JULIE F. SMOAK

STATE OF FL

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17 day of April 2017, by Troy M. Cox, as Senior Vice President of LAND OWNER WL LLC, a Florida limited liability company, on behalf of the company. Such person [ ] is personally known to me or [] has produced FL DRIVER'S identification.

LICENSE



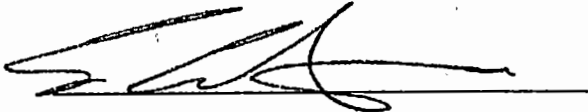
  
Signature of Notary Public

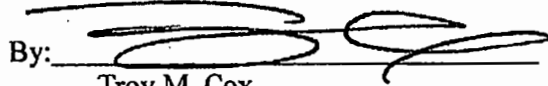
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[signatures continue on the following page]

Signed, sealed, and delivered  
in the presence of:

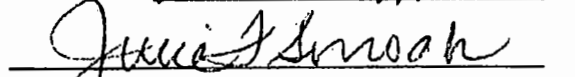
CERTUS WL OWNER LLC, a Florida limited  
liability company



By: 

Print Name: Eric Castleman

Troy M. Cox  
Senior Vice President



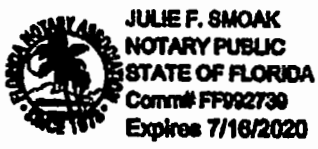
Print Name: Julie F Smoak

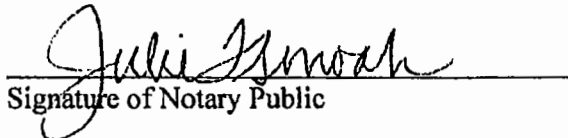
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17 day of April 2017, by Troy M. Cox, as Senior Vice President of CERTUS WL OWNER LLC, a Florida limited liability company, on behalf of the company. Such person [ ] is personally known to me or [] has produced FL DRIVER as identification.

LICENSE

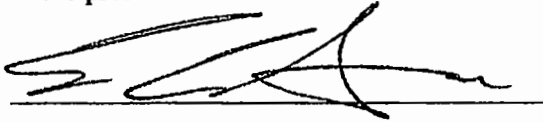


  
Signature of Notary Public

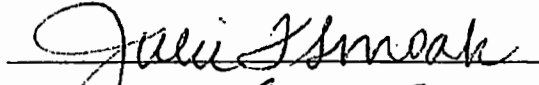
Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[signatures continue on the following page]

Signed, sealed, and delivered  
in the presence of:



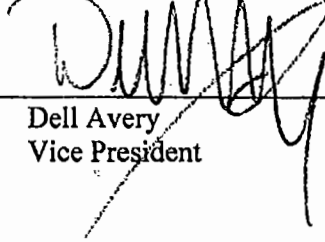
Print Name: Eric Casterton



Print Name: JULIE F SMOAK

Grantee:

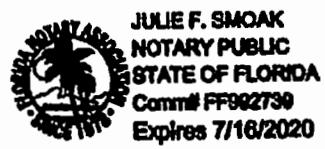
TRI-COUNTY ROAD 27, INC., a Florida  
corporation

By:   
Dell Avery  
Vice President

STATE OF FL

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17 day of April 2017, by Dell Avery, as Vice President of TRI-COUNTY ROAD 27, INC., a Florida corporation, on behalf of the corporation. Such person [] is personally known to me or [] has produced \_\_\_\_\_ as identification.



  
Signature of Notary Public

Print Name: \_\_\_\_\_  
Notary Public, State and County aforesaid  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A TO EASEMENT AGREEMENT**

**Legal Description of the Property**

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the **POINT OF BEGINNING**; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the **POINT OF BEGINNING**.

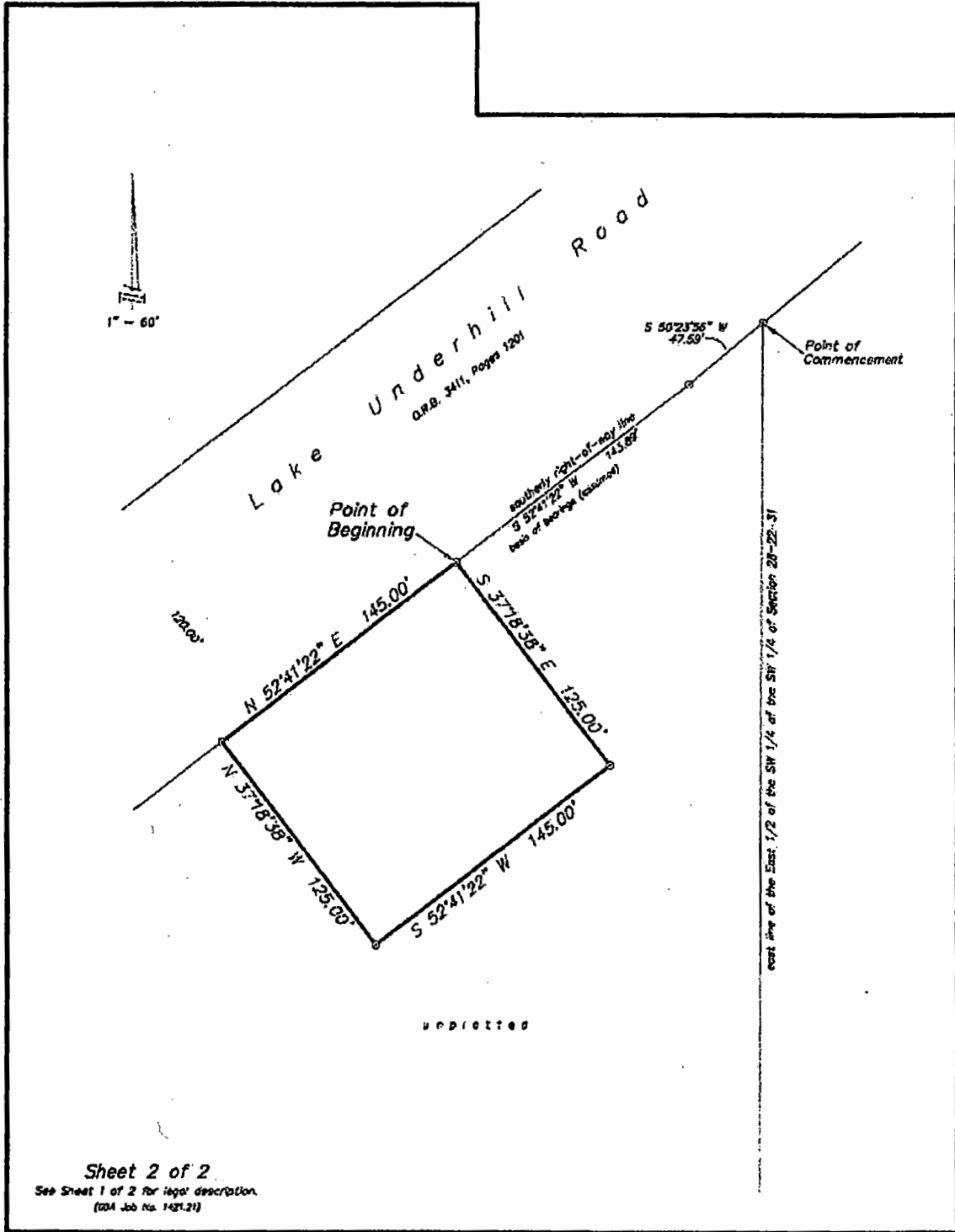
**EXHIBIT B TO EASEMENT AGREEMENT**

**Legal Description of Communication Structure Easement Area**

<p><b>Legal Description</b></p> <p>A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the intersection of the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28 with the southerly right-of-way line of Lake Underhill Road as recorded in Official Records Book 3411, Page 1201, Public Records of Orange County, Florida; thence run southwesterly along said southerly right-of-way line the following two (2) courses and distances: run S 50°23'58" W, a distance of 47.59 feet; thence run S 52°41'22" W, a distance of 143.89 feet for the POINT OF BEGINNING; thence run S 37°18'38" E, a distance of 125.00 feet; thence run S 52°41'22" W, a distance of 145.00 feet; thence run N 37°18'38" W, a distance of 125.00 feet to a point on the aforesaid southerly right-of-way line of Lake Underhill Road; thence run N 52°41'22" E, along said southerly right-of-way line, a distance of 145.00 feet to the POINT OF BEGINNING.</p> <p>Containing 18,125 square feet, more or less.</p>	
<p><small>Not a Boundary Survey. The legal description was prepared by the Surveyor. See Sheet 2 of 2 for sketch. O.R.B. - Official Records Book</small></p> <p><b>SKETCH OF DESCRIPTION ONLY - NOT A SURVEY</b> NO CORNERS WERE SET AND GANNING-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.</p>	<p style="text-align: center;"><b>Sketch of Description</b> of a <b>Cell Tower Easement</b> situated in <b>Section 28, Township 22 South, Range 31 East</b> <b>Orange County, Florida</b></p>
<p>PREPARED FOR: <b>Titan Properties</b></p>	<p>JOB NO. 1421.21</p> <p>SHEET 1 of 2</p> <p>DATE 3/02/17</p> <p>SCALE As Noted</p>
<p><b>GANNING-BELTON ASSOCIATES, INC.</b> professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656</p>	<p><small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL SURVEYOR SEAL AND SIGNATURE OF A REGISTERED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SURVEY PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SURVEY PARTY.</small> GSA 12-Rev-2014</p> <p style="text-align: center;"><i>[Signature]</i> R. BELTON GANNING NO. 458</p>

Exhibit B - 1





Sheet 2 of 2

See Sheet 1 of 2 for legal description.  
(DMA Job No. 1421.21)

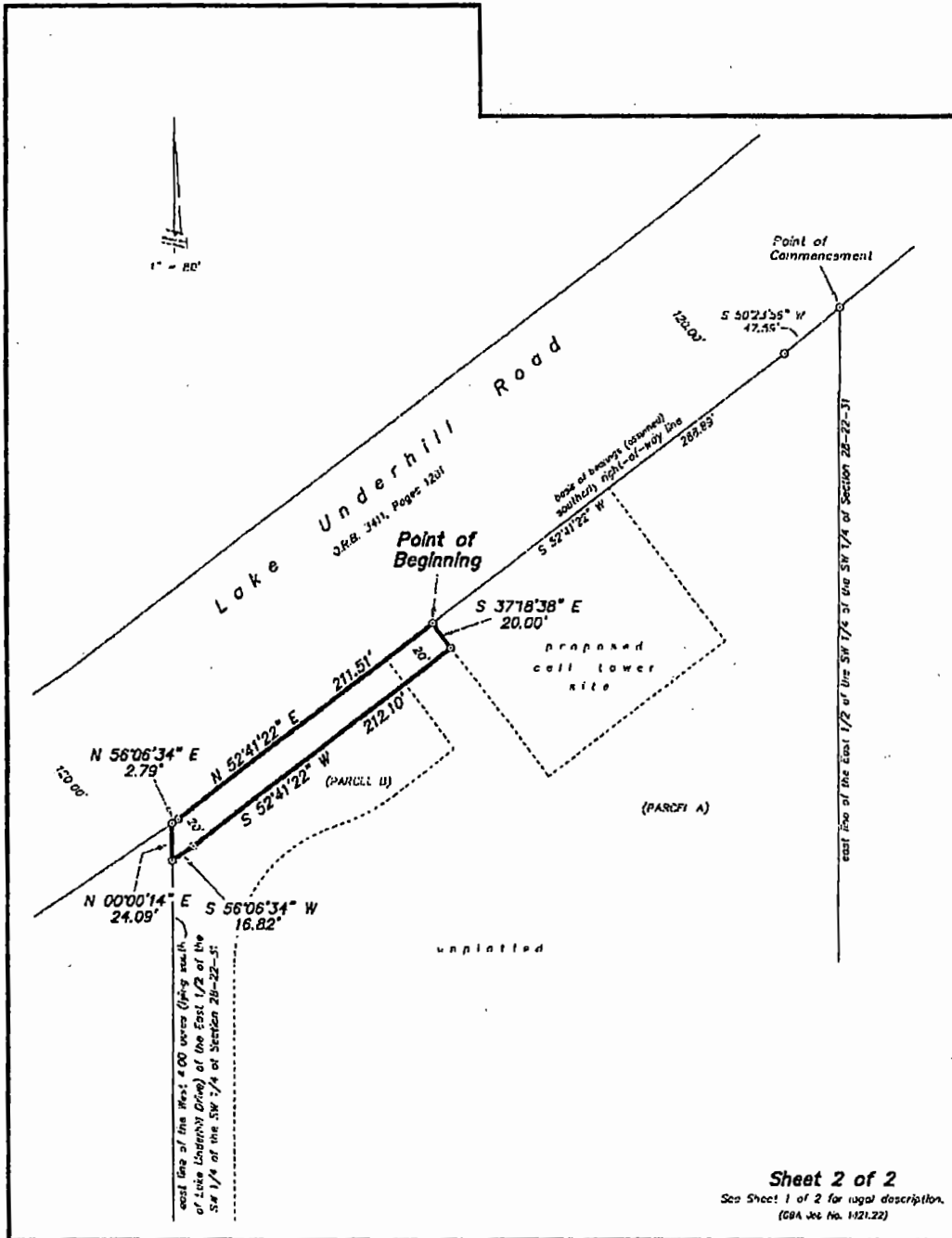
Exhibit B - 2

**EXHIBIT C TO EASEMENT AGREEMENT**

**Legal Description of Access Easement Area**

<p><i>Legal Description</i></p> <p>A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the intersection of the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28 with the southerly right-of-way line of Lake Underhill Road as recorded in Official records Book 3411, Page 1201, Public Records of Orange County, Florida; thence run southwesterly along said southerly right-of-way line the following two (2) courses and distances: run S 50°23'56" W, a distance of 47.59 feet; thence run S 52°41'22" W, a distance of 288.89 feet for the POINT OF BEGINNING; thence run S 37°18'38" E, a distance of 20.00 feet; thence run southwesterly, parallel with said southerly right-of-way line, the following two (2) courses and distances: run S 57°41'22" W, a distance of 212.10 feet; thence run S 56°06'34" W, a distance of 16.82 feet to a point on the east line of the West 4.00 acres (lying south of lake Underhill Road) of said East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28; thence run N 00°00'14" E, along said east line, a distance of 24.09 feet to a point on the aforesaid southerly right-of-way line of Lake Underhill Road; thence run northeasterly, along said southerly right-of-way line, the following courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 211.51 feet to the POINT OF BEGINNING.</p> <p>Containing 4,432 square feet, more or less.</p>											
<p><i>Not a Boundary Survey.</i> The legal description was prepared by the Surveyor. See Sheet 2 of 2 for sketch. O.R.B. - Official Records Book</p> <p><b>SKETCH OF DESCRIPTION ONLY - NOT A SURVEY</b> NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.</p>	<p style="text-align: center;"><b>Sketch of Description</b> of an <b>Access Easement</b> situated in <b>Section 28, Township 22 South, Range 31 East</b> <b>Orange County, Florida</b></p>										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">                 PREPARED FOR: <b>Certus WL Owner, LLC</b> </td> <td style="width: 50%; padding: 2px;">                 JOB NO. 1421.22             </td> </tr> <tr> <td style="padding: 2px;">                  GANUNG - BELTON ASSOCIATES, INC.                  professional surveyors and mappers             </td> <td style="padding: 2px;">                 SHEET 1 of 2             </td> </tr> <tr> <td style="padding: 2px;">                 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6650             </td> <td style="padding: 2px;">                 DATE 4/6/17             </td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;">                 SCALE As Noted             </td> </tr> </table>	PREPARED FOR: <b>Certus WL Owner, LLC</b>	JOB NO. 1421.22	GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers	SHEET 1 of 2	1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6650	DATE 4/6/17		SCALE As Noted	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">                 SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL PLATE SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. SIGNATURES OR CHECKS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS VOIDABLE WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.             </td> <td style="width: 50%; padding: 2px;">                 GSA 18-NR-1184                    ROBERT G. GANNUNG                  SURVEYOR                  NO. 1848             </td> </tr> </table>	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL PLATE SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. SIGNATURES OR CHECKS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS VOIDABLE WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.	GSA 18-NR-1184  ROBERT G. GANNUNG SURVEYOR NO. 1848
PREPARED FOR: <b>Certus WL Owner, LLC</b>	JOB NO. 1421.22										
GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers	SHEET 1 of 2										
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6650	DATE 4/6/17										
	SCALE As Noted										
SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL PLATE SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. SIGNATURES OR CHECKS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS VOIDABLE WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.	GSA 18-NR-1184  ROBERT G. GANNUNG SURVEYOR NO. 1848										

Exhibit C - 1



Sheet 2 of 2

See Sheet 1 of 2 for legal description.  
(GSA Job No. 1121.22)

Exhibit C - 2

Tax parcel ID No:  
28-22-31-1247-01-000  
28-22-31-0000-00-031

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
APR 07 2020

## POND USE AGREEMENT

THIS POND USE AGREEMENT (the "Agreement") is entered into by and between CERTUS WL OWNER LLC, a Florida limited liability company ("CERTUS"), with a principal place of business at 1969 South Alafaya Trail, # 377, Orlando, Florida 32828, and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (the "County"), with a mailing address at P.O. Box 1393, Orlando, Florida 32802-1393.

### RECITALS

WHEREAS, a memory care project on a certain parcel of real property owned by CERTUS (the "CERTUS Property"), as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, has been constructed and is located in the unincorporated area of Orange County; and

WHEREAS, the County is the owner of certain real property located in Orange County, Florida (the "County Property") as more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference; and

WHEREAS, the County is the owner of a pond to be constructed and located within County Property, as more particularly depicted on the construction plan drawing within the fenced-in area only on Exhibit "C" attached hereto and incorporated herein by this reference (the "County Pond"); and

WHEREAS, CERTUS wishes to beautify, install certain improvements, and/or perform supplemental maintenance within the County Pond, including a single fountain and related

appurtenances (collectively, the “Improvement(s)”); and

WHEREAS, CERTUS desires to obtain a Right-of-Way Utilization Permit (the “Permit”) from County, attached hereto as Exhibit “D”, whereby CERTUS will be allowed to install and maintain the Improvement(s); and

WHEREAS, County requires that CERTUS undertake certain commitments and covenants with respect to the Improvement(s).

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.
2. **RIGHT-OF-WAY UTILIZATION PERMIT.** County may issue the Permit to CERTUS subject to the terms of the Permit and this Agreement; provided, however, the County shall not unreasonably withhold its issuance of the Permit to CERTUS. CERTUS shall not, while installing or maintaining any or all of the Improvement(s), damage any portion of the County Property without prior written approval by County and County’s prior written approval of a plan to restore the County Property, which approval shall not be unreasonably withheld, conditioned, or delayed. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant to CERTUS any fee or easement interest ownership rights to any portion of the County Property.
3. **COORDINATION.** Prior to undertaking installation of the Improvements within the County Pond, CERTUS shall coordinate with County Public Works

Department at 4200 South John Young Parkway, Orlando, FL 32839. The Improvement(s) shall be performed, established, and maintained in such a manner as to not unreasonably interfere with the use of the County Pond or create a safety hazard on such County Pond. If County reasonably determines that any change(s) made by CERTUS may present a safety hazard, then CERTUS, at its sole expense and at no cost to County, shall relocate or remove such change(s) in such a manner as to eliminate the hazard, to the reasonable satisfaction of County.

4. **ADDITIONAL PROVISIONS.** No additional pedestrian facilities, recreational activities, benches, landscape, trees, irrigation lines, plants, bushes, litter receptacles, or any other items or structures shall be permitted within the County Property and the County Pond, except as otherwise provided herein. Any damage to the County Property or County Pond resulting from the installation or maintenance of the Improvement(s) by CERTUS shall be repaired by CERTUS within ten (10) business days after receipt of written notice of the same, including but not limited to ruts caused by mowing equipment or scalping of the berm or slopes. Any damage caused by the County to the CERTUS Property or the Improvements resulting from the gross negligence or intentional misconduct of the County shall be promptly repaired by the County within ten (10) business days after receipt of written notice of the same. Nothing in this Agreement is intended to nor shall constitute an agreement by County to alter or change its mowing schedule for the County Property. As per its usual practices, County may skip a cycle any time County finds that the County Property does not require

maintenance at that particular instance. This decision shall be at the sole discretion of County's maintenance crew foreperson.

5. **REMOVAL/RELOCATION.** If, in the reasonable opinion of County, the Improvement(s) unreasonably interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which County desires to perform on, around, or under the County Property, then written notice of such shall be sent, by certified mail, to CERTUS c/o Troy Cox, 1969 South Alafaya Trail, # 377, Orlando, Florida 32828 and via email at Troy@certusseniorliving.com. CERTUS shall remove or relocate the Improvement(s) as requested by County, and to County's reasonable satisfaction, within thirty (30) days of receipt of said notice. In no event shall County require the Improvements to be arbitrarily removed from the County Property, except as allowed under the Permit. CERTUS shall have the right to install replacement Improvements into any new or relocated pond structure installed by County within the County Property pursuant to the terms and provisions of the Permit (or any subsequent Permit) and this Agreement, at no cost to the County.
6. **INDEMNIFICATION.** To the fullest extent permitted by law, CERTUS shall defend, indemnify, and hold harmless County from and against all claims, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of, or resulting from, the performance of CERTUS's operations under this Agreement.

7. **INSURANCE.** CERTUS covenants and agrees to maintain at all times during the term of this Agreement a commercial general liability insurance policy naming the County as an additional insured against all claims or demands relating to the County Pond that may arise or be claimed on account of CERTUS , with an each occurrence limit of not less than \$1,000,000.00 and a general aggregate limit of not less than \$2,000,000.00. CERTUS shall indemnify, defend, and hold the County harmless from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage to any person or property arising from the negligence or intentional misconduct of CERTUS or others acting on behalf of CERTUS in connection with their use of the County Pond; provided, however, the foregoing shall not apply to the extent any claims, liabilities, and expenses are caused by the negligence or intentional misconduct on the part of the County or others acting on behalf of the County. The insurance coverage shall name the County as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County. Notwithstanding anything to the contrary contained herein, CERTUS shall have the right to self-insure some or all of the risks described herein, provided CERTUS issues a certificate of self-insurance reasonably acceptable to County.
8. **INTENTIONALLY DELETED.**
9. **COVENANTS RUNNING WITH THE LAND.** Furthermore, this Agreement



shall be binding on all parties having any right, title, or interest in the CERTUS Property and County Property described herein, or any portion thereof, and their heirs, personal representatives, successors, and assigns. CERTUS and County declare that the CERTUS Property and County Property described in this Agreement and any portion thereof shall be held, sold, and conveyed subject to the provisions of this Agreement. This Agreement shall inure to the benefit of and be enforceable by County and CERTUS and their legal representatives, successors, and assigns.

10. **DURATION**. The provisions, restrictions, and covenants of this Agreement shall have an initial term beginning on the Effective Date and expiring on the date that is ten (10) years after the date on which the County has completed the construction of the Lake Underhill Road project (including the County Pond). Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each, unless a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by a majority of the Orange County Board of County Commissioners (or its successor-in-title).
11. **AMENDMENT**. The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except in a written instrument approved by a majority of the Orange County Board of County Commissioners (or its successor-in-title) and by CERTUS. No such modification or amendment shall be effective until said written instrument has been approved by the Orange County Board of County Commissioners.

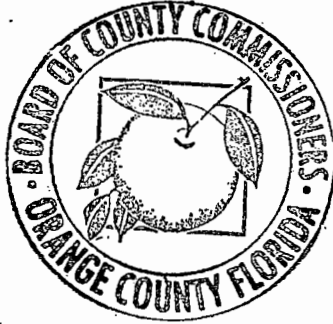
12. **COMPLIANCE WITH APPLICABLE LAWS.** CERTUS shall comply with all applicable state laws and county ordinances, including the Orange County Right-of-Way Utilization Regulations.
13. **DISCLAIMER OF COUNTY RESPONSIBILITY.** Nothing contained herein shall create any obligation on the part of County to maintain or participate in the maintenance of the Improvement(s).
14. **EFFECTIVE DATE.** This Agreement shall take effect upon approval by the Orange County Board of County Commissioners (the "Effective Date").
15. **COUNTY IMPROVEMENTS.** The County shall, at its sole cost and expense, design, construct, and install (i) a retention pond on the County Property, and (ii) a vinyl coating chain link black fence, type B, 6 feet tall, around the perimeter of the County Property (except as may be limited by wetlands). The County shall provide 120 calendar days written notice to CERTUS prior to the County's Notice to Proceed for construction of the Lake Underhill Road project so that CERTUS has the opportunity to coordinate the installation of electrical lines and other appurtenances relating to the Improvements contemplated by Section 16 of this Agreement.
16. **CERTUS IMPROVEMENTS.** After the retention pond has been constructed on the County Property and after CERTUS has obtained the required Permit and any other Federal, State and Local required permits, CERTUS shall have the right to design, construct, install, maintain, repair, alter, modify, and replace the Improvements within the retention pond located on the County Property;

provided, however, County shall have the right to approve the design of such Improvements, which approval shall not be unreasonably withheld, conditioned, or delayed. The Improvements shall not materially interfere with the operation of the retention pond in the reasonable discretion of County.

17. **MAINTENANCE OF COUNTY PROPERTY.** The County shall have the right, but not the obligation, to ensure the retention pond, the chain link fence, the grounds, and all remaining portions of the County Property are maintained in a clean, safe, sanitary, and sightly condition and in good order and repair in accordance with the County's standard maintenance procedures. CERTUS shall have the right, but not the obligation, to provide supplemental maintenance of the County Property to keep it in a clean, safe, sanitary, and sightly condition.
18. **ONGOING BUSINESS.** The County acknowledges that CERTUS operates a memory care facility on the CERTUS Property, and the County agrees not to use the County Property in any manner that creates a safety hazard on such County Property.

[remainder of page intentionally blank; signature page follows]

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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

Date: *8 May 2020*

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

By: *Merlin Rey*  
for Deputy Clerk

Pond Use Agreement

CERTUS WL OWNER LLC, a Florida limited liability company

By: 

Print Name: Troy M. Cox

Title: Senior Vice President

Date: May 15, 2020

WITNESSES:

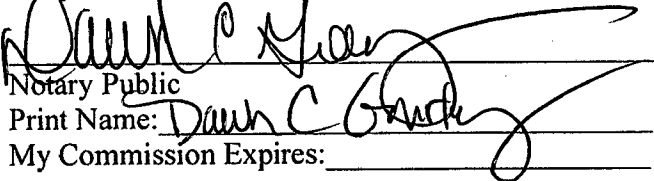
  
Print Name: Michelle Cox

  
Print Name: Dawn C. Gourley

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, by Troy M. Cox as Senior Vice President of CERTUS WL OWNER LLC, a Florida limited liability company, who is known by me to be the person described herein and who executed the foregoing, this 15 day of May, 2020. She is personally known to me or has produced N/A as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of May, 2020.

  
Notary Public

Print Name: Dawn C. Gourley

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**Legal Description for CERTUS Property**

LOT 1, CERTUS SENIOR LIVING – LAKE UNDERHILL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 100, PAGE 108 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

**EXHIBIT "B"**

**Legal Description for County Property**

A portion of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 22 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 89°56'04" E, along the south line thereof, a distance of 872.96 feet to a point on the east line of the West 4.00 acres (lying south of Lake Underhill Drive) of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence run N 00°00'12" E, along said east line of said West 4.00 acres, a distance of 866.97 feet to a point on the southerly right-of-way line of said Lake Underhill Drive; thence northeasterly, along said southerly right-of-way line, the following four (4) courses and distances: run N 56°06'34" E, a distance of 2.79 feet; thence run N 52°41'22" E, a distance of 173.13 feet for the **POINT OF BEGINNING**; thence continue N 52°41'22" E, a distance of 327.27 feet; thence run N 50°23'56" E, a distance of 47.59 feet to a point on the east line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 28; thence, departing said southerly right-of-way line, run S 00°09'37" W, along said east line, a distance of 760.21 feet; thence, departing said east line, run N 89°59'46" W, a distance of 393.88 feet; thence run N 00°00'12" E, a distance of 333.65 feet to a point of curvature of a curve, concave southeasterly, having a radius of 93.50 feet and a central angle of 72°18'16"; thence run northeasterly, along the arc of said curve, a distance of 117.99 feet to a point of reverse curvature of a curve, having a radius of 130.50 feet and a central angle of 19°37'06"; thence run northeasterly along the arc of said curve, a distance of 44.68 feet to the point of tangency thereof; thence run N 52°41'22" E, a distance of 49.10 feet; thence run N 37°18'38" W, a distance of 73.50 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT:

A PARCEL OF LAND, BEING A PORTION OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20170216641 OF PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°56'04" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, A DISTANCE OF 872.96 FEET TO A POINT LYING ON THE WEST LINE OF THE LANDS, DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN DOCUMENT # 20160115373, OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH LINE, RUN NORTH 00°00'12" EAST, ALONG SAID WEST LINE, 538.94 FEET; THENCE DEPARTING SAID WEST LINE, RUN NORTH 90°00'00"

EAST, 41.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 90°00'00" EAST, 237.20 FEET; THENCE RUN SOUTH 00°00'14" WEST, 96.96 FEET TO A POINT LYING ON THE SOUTH LINE OF AFORESAID LANDS, DESCRIBED IN DOCUMENT # 20170216641; THENCE RUN NORTH 89°59'46" WEST, ALONG SAID SOUTH LINE, 237.20 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 00°00'12" EAST, ALONG THE WEST LINE OF SAID LANDS, 96.94 FEET TO THE POINT OF BEGINNING.

FURTHER LESS AND EXCEPT:

*A PORTION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

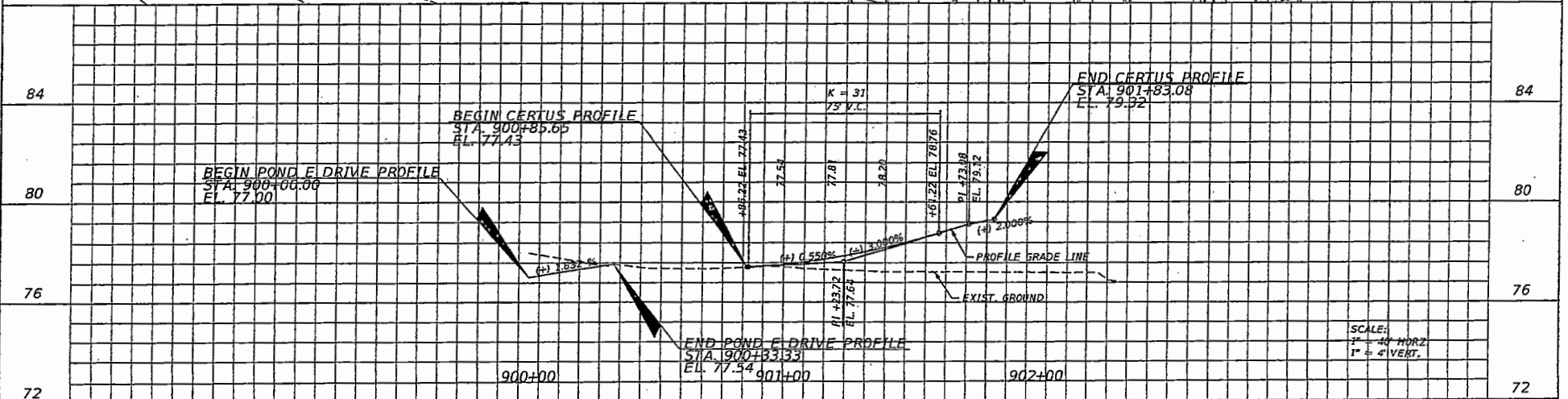
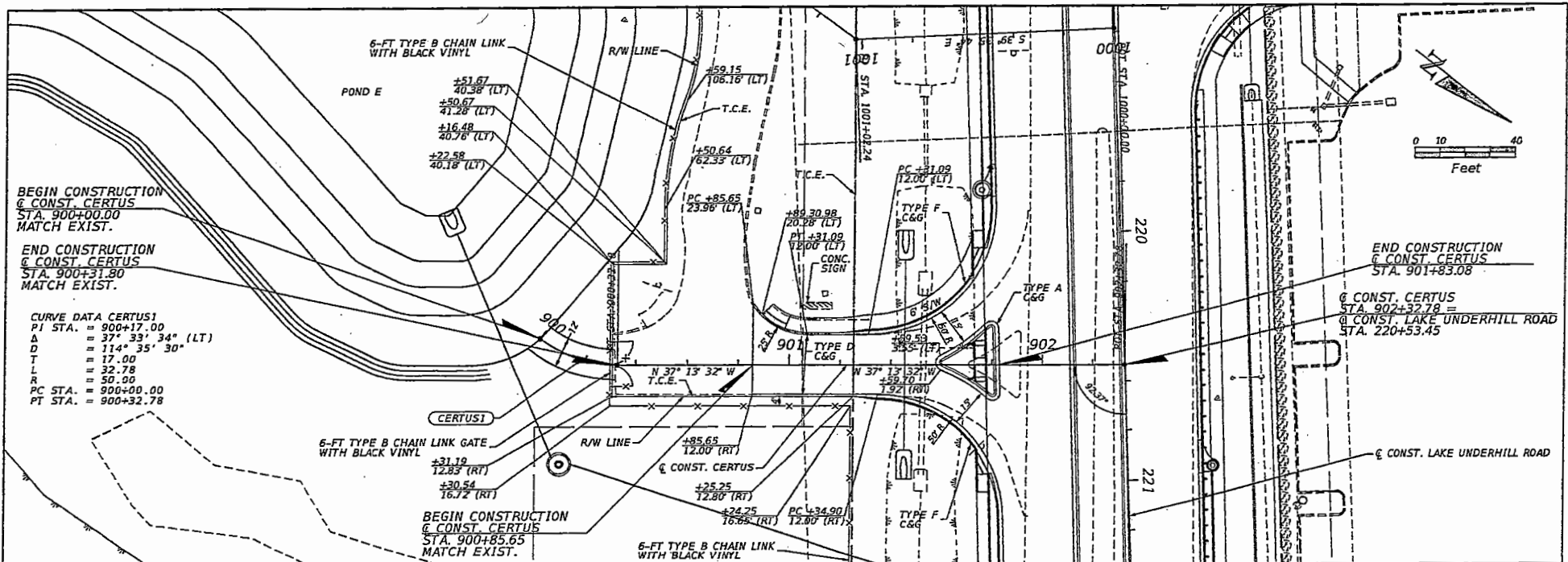
*COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 89°56'04" E, ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 872.96 FEET TO A POINT ON THE EAST LINE OF THE WEST 4.00 ACRES (LYING SOUTH OF LAKE UNDERHILL DRIVE) OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28; THENCE RUN N 00°00'12" E, ALONG SAID EAST LINE OF SAID WEST 4.00 ACRES, A DISTANCE OF 866.97 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LAKE UNDERHILL DRIVE; THENCE NORTHEASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: RUN N 56°06'34" E, A DISTANCE OF 2.79 FEET; THENCE RUN N 52°41'22" E, A DISTANCE OF 173.13 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT, AS RECORDED IN DOCUMENT NO. 20160115375 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN THE N 52°41'22" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 26.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S 37°18'38" E, 94.35 FEET; S 52°41'22" W, 53.15 FEET; N 37°18'38" W, 20.85 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF LOT 1, CERTUS SENIOR LIVING - LAKE UNDERHILL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 108 AND 109, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 52°41'22" E, ALONG SAID SOUTHERLY LINE OF LOT 1, A DISTANCE OF 27.15 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE RUN N 37°18'38" W, ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 73.50 FEET TO THE POINT OF BEGINNING.*



**EXHIBIT "C"**

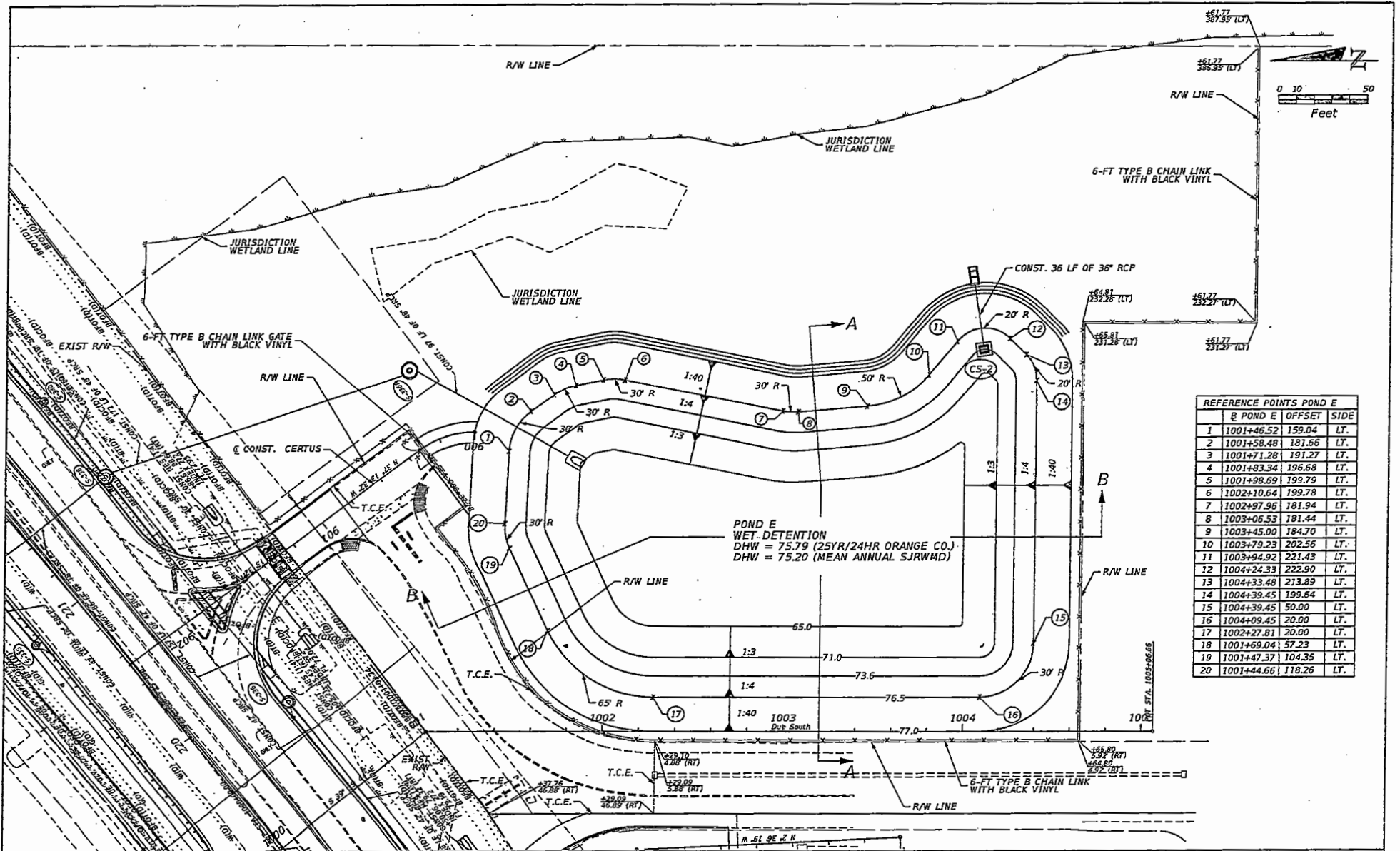
**County Pond**





DATE	REVISIONS DESCRIPTION	Stantec	ORANGE COUNTY PUBLIC WORKS ENGINEERING DIVISION	DESIGN PLANS FOR	PROJECT NAME	PROJECT NO.	PLAN AND PROFILE	SHEET NO.
		ENGINEER OF RECORD: WILLIAM V. ANDERSON, P.E. NO. 35882 11315 CORPORATE BLVD., SUITE 103 ORLANDO, FLORIDA 32817 (407) 552-2666 CERTIFICATION OF AUTHORIZATION NO. 00027013	ORANGE COUNTY GOVERNMENT	LAKE UNDERHILL ROAD FROM EAST OF BOKLOCK/HATCHEE TRAIL TO WEST OF ROUSE ROAD	LAKE UNDERHILL ROAD	5090	LAKE UNDERHILL ROAD CERTUS	

Johnson 3/16/2020 4:54:46 PM V:\3156\active\CADD\5090\000\000\roadway\plandrd109.dgn



	℄ POND E	OFFSET	SIDE
1	1001+46.52	159.04	LT.
2	1001+58.48	181.66	LT.
3	1001+71.28	191.27	LT.
4	1001+83.34	196.68	LT.
5	1001+98.69	199.79	LT.
6	1002+10.64	199.78	LT.
7	1002+97.96	181.94	LT.
8	1003+06.53	181.44	LT.
9	1003+45.00	184.70	LT.
10	1003+79.23	202.56	LT.
11	1003+94.92	221.43	LT.
12	1004+24.33	222.90	LT.
13	1004+33.48	213.89	LT.
14	1004+39.45	199.64	LT.
15	1004+39.45	50.00	LT.
16	1004+09.45	20.00	LT.
17	1002+27.81	20.00	LT.
18	1001+69.04	57.23	LT.
19	1001+47.37	104.35	LT.
20	1001+44.66	118.26	LT.

DESIGN PLANS FOR:  
 LAKE UNDERHILL ROAD  
 FROM EAST OF ECONOLOCKHATCHEE TRAIL  
 TO WEST OF ROUSE ROAD  
 PROJECT NAME: LAKE UNDERHILL ROAD  
 PROJECT NO.: 5090

**POND DETAILS  
 POND E**

SHEET NO.

DATE	REVISIONS DESCRIPTION

**Stantec**  
 ENGINEER OF RECORD:  
 TRACY T. VAVRA, P.E. NO. 64872  
 11716 CORPORATE BLVD., SUITE 105  
 ORLANDO, FLORIDA 32817  
 (407) 422-8686  
 CERTIFICATION OF AUTHORIZATION NO. 000207013

**ORANGE COUNTY GOVERNMENT**  
 ORANGE COUNTY PUBLIC WORKS  
 ENGINEERING DIVISION  
 4200 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32838-9205  
 (407) 838-7900



**EXHIBIT "D"**

**Right-of-Way Utilization Permit**

**EXHIBIT "D"**



**Orange County - RIGHT OF WAY UTILIZATION  
UNDERGROUND UTILITY PIPELINE CONSTRUCTION PERMIT APPLICATION**

*(Submit Typewritten or Printed in Triplicate with Three (3) sets of Plans)*

**CHECK APPROPRIATE BOX**

Right of Way Utilization   
Underground Utility Pipeline Construction

OFFICE USE ONLY		
Permit No. _____	Fee: \$ _____	District No. _____
Permit No. _____	Fee: \$ _____	Receipt No. _____

**SECTION I GENERAL INFORMATION**

Applicant's Name: \_\_\_\_\_ Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Description of Proposed Work: \_\_\_\_\_  
 \_\_\_\_\_ Scheduled Start Date: \_\_\_\_\_  
 Construction/Installation Location: \_\_\_\_\_  
 SECTION: \_\_\_\_\_ TOWNSHIP: \_\_\_\_\_ SOUTH RANGE: \_\_\_\_\_ EAST

**SECTION II COMPLETE APPLICABLE SECTIONS**

<input type="checkbox"/> NONE	_____ Open Cut (PAVED)	_____ Open Cut (UNPAVED)	_____ Bore/Jack	_____ Other <small>(Specify)</small>
-------------------------------	------------------------	--------------------------	-----------------	---

**Number and Type of Underground Road Crossing**

I certify that all other right of way users and municipalities in the immediate vicinity of the proposed construction/ installation, have been notified in writing on (DATE) \_\_\_\_\_ of the proposed work, by the applicant, in order to determine if there are any objections to the proposed constructions/installation, including the franchised gas company, whose name and Gas I.D. number is furnished herewith.

GAS \_\_\_\_\_ I.D. NO. \_\_\_\_\_ GAS \_\_\_\_\_ I.D. NO. \_\_\_\_\_

Title of Approved Plans and Date of County Engineer's Approval (if Applicable): \_\_\_\_\_

Construction Cost (Contract Amount - Includes Labor, Materials, etc.) \$ \_\_\_\_\_

Date: \_\_\_\_\_ Applicant's Signature \_\_\_\_\_ Title: \_\_\_\_\_

**SECTION III OFFICE USE ONLY**

Approved on \_\_\_\_\_ Subject to General Law and the following additional requirements:

This Permit Expires on:  
**NOTE:** Notify the Inspection Section of the Development Engineering Department (407-836-7920) at least 48 HOURS prior to beginning construction. All materials must be inspected prior to installation.

Approved By: \_\_\_\_\_ For the County Engineer

**SECTION IV PERMIT COMPLETED  PERMIT NOT COMPLETE  PERMIT EXPIRED**

Comments: \_\_\_\_\_ Inspector \_\_\_\_\_ Date: \_\_\_\_\_

# INSTRUCTIONS AND CONDITIONS

The issuance of this Permit is governed by and regulated by the following applicable directives:

Florida State Statutes

Chapter 77-153, Laws of Florida, Protection of Gas Pipelines

Orange County Code; Underground Utility Pipeline Contracting

Orange County Standards and Specifications of Sewerage & Water Facilities

Orange County Code, Right of Way Utilization Regulations

Regulations for the Transportation of Natural and Other Gas by Pipelines (*Parts 191 and 192, Title 49 of the Code of Federal Regulations*)

AND ANY ADDITIONAL REQUIREMENTS OF THE BOARD OF COUNTY COMMISSIONERS.

## SECTION I GENERAL INFORMATION AND INSTRUCTIONS

To be completely filled out by all applicants.

This application form is a triplicate copy, self-carbonized form. After Sections I and II are completed by the applicant, the first three (3) copies (*White, Yellow, and Pink*) should be submitted to the Orange County Development Engineering Department with the appropriate fee for processing, and subsequent issuance of a Permit (\*). The fourth copy (*Bold*) should be retained by the applicant, (*White*) becomes the approved Permit, when Section III has been completed by the Orange County Development Engineering Department. Either the Permit, or a copy thereof, must be available, at all times, at the worksite where the work is being performed.

### (\* LATE CHARGE

Any work that commences without the required Permits available on the job site shall be immediately suspended until such time as the required permits have been acquired. A late charge for work commenced without a valid Permit issued shall be charged in addition to the normal Permit Fee. The late charge shall be as prescribed by the Board of County Commissioners. Emergency Work is excluded from late charges.

## SECTION II CONDITIONS

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the permittee; and the permittee will at all times, assume all risk of the indemnify, defend, and save harmless the County of Orange from and against all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said permittee of the aforesaid rights and privileges including but not limited to actions based on claims of negligence, trespass, quiet title, easement and right-of-way disputes, inverse condemnation actions for filed by a property owner and actions for injunctive relief. Permittee shall pay and reimburse Orange County for all attorney fees and cost incurred by Orange County as a result of any litigation, trials, appeals or threatened litigation.

Applicant declares that prior to filing this Permit, if the proposed work is within public right of way, he has ascertained the location of all existing utilities, both aerial and underground. The specific names of the agencies that have been notified must be typed or printed in the space provided, for the specific type utility. A gas ID number is required.

It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property right in said holder.

The construction and/or maintenance of a utility shall not interfere with the property and right of prior occupant.

In the event of widening, repair or reconstruction of a public road or highway, upon reasonable notice the permittee shall move its facilities to clear such construction at no cost to Orange County, insofar as such facilities are within the public right of way.

The holder of the permit shall take such safety measures, including the placing and display of caution signs and signals as are required by the Manual on Uniform Traffic Control Devices for Streets and Highways, when working in public right of way, and shall also prevent any obstructions or conditions which are or may become dangerous to the traveling public.

FEES will be computed in accordance with the schedule of fees adopted by the Board of County Commissioners and are payable upon submission of permit applications.

## SECTION III DEVELOPMENT ENGINEERING DEPARTMENT USE ONLY

Applicant's additional requirements (*if any*); and expiration date; to be completed by the Orange County Development Engineering Department.

## SECTION IV DEVELOPMENT ENGINEERING DEPARTMENT USE ONLY

Completion Certificate - To be completed by the Orange County Development Engineering Inspector.



**BUYER'S REPORT  
REAL ESTATE MANAGEMENT DIVISION**

SECTION 1- Identification

Owner's Name: Land Owner WL a limited liability company	Representative: Zachry C. Lever, Esquire	Acquisition Agent: Theresa A. Avery
Address: 1969 S. Alafaya Trail, #377	Tel No: (904) 807-8218	Vacant <input checked="" type="checkbox"/>
City: Orlando	Tenant:	Improved <input type="checkbox"/>
State: Florida	Tel No: ( ) -	Sign <input type="checkbox"/>
Zip Code: 32828		Residence <input type="checkbox"/>
Tel No:		Business <input type="checkbox"/>

Project Data:			
Name: Lake Underhill Road (Goldenrod Road to Rouse Road)			
Parcel No. 9121 f/k/a 1121 and 9121.3			
<input type="checkbox"/> Right of Way	<input type="checkbox"/> Easement	<input checked="" type="checkbox"/> Retention Pond	<input type="checkbox"/> Right-of-Entry
<input checked="" type="checkbox"/> Road Construction	<input type="checkbox"/> Drainage	<input checked="" type="checkbox"/> Temporary Construction	
<input type="checkbox"/> Utility	<input checked="" type="checkbox"/> Access Easement Agreement		

SECTION II - Precontact Preparation and Investigation

	Yes	N/A
1. Received and Reviewed Instruments, Subordination, Title Information and Appraisal Date: 6/15/2017	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Studied Appraisal and Taking Area as shown on R/W Map and Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Reported Discrepancies to: Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Received Corrections to Discrepancies Date:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

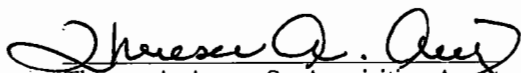
SECTION III - Negotiation Contact Record

Date: 04/2/2019	In Person <input type="checkbox"/> Zachry C. Lever, Esquire	
	eMail <input checked="" type="checkbox"/> zlevery@drivermcafee.com	
	Phone <input checked="" type="checkbox"/> (904) 807-8218	
		Yes N/A
1. Reviewed and verified information		<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Visual inspection of the property (REM Appraisal Section) Date: 7/13/18		<input checked="" type="checkbox"/> <input type="checkbox"/>
3. Discussed proposed construction		<input checked="" type="checkbox"/> <input type="checkbox"/>
4. Discussed Appraisal and presented <del>written offer</del> in the amount of \$2,200,000.00		<input checked="" type="checkbox"/> <input type="checkbox"/>
5. Discussed Retention Improvements		<input checked="" type="checkbox"/> <input type="checkbox"/>
6. Discussed & offered to purchase Uneconomic Remnant in the amount of \$		<input type="checkbox"/> <input checked="" type="checkbox"/>
7. Discussed Subordinations, Judgment and Liens		<input checked="" type="checkbox"/> <input type="checkbox"/>
8. Discussed Public Disclosure, Affidavits, W-9 and Payee Designation		<input checked="" type="checkbox"/> <input type="checkbox"/>
9. Presented Conveyance Instruments		<input checked="" type="checkbox"/> <input type="checkbox"/>
10. Owner made counter offer in the amount of \$3,318,985.40 plus fees and costs		<input checked="" type="checkbox"/> <input type="checkbox"/>
11. Reported Discrepancies		<input type="checkbox"/> <input checked="" type="checkbox"/>

SECTION IV - Negotiated Settlement

CERTIFICATE  
(To be signed after Agreement is reached)

I CERTIFY: (1) That the written agreement signed by the property owner embodies all the considerations agreed upon between the said property owner and the negotiating agent, (2) That the agreement was reached without coercion or promises other than those specified in the agreement or threats of any kind whatsoever by or to either party, and (3) That I have no direct or indirect, present or contemplated future personal interest in this parcel or any benefit from the acquisition of such property other than the remuneration from Orange County for the performance of my assigned duties.

  
Theresa A. Avery, Sr. Acquisition Agent,  
Real Estate Management Department

Date 03/13/20

SECTION V - Condemnation Record

- |   | Yes                      | N/A                                 |
|---|--------------------------|-------------------------------------|
| 1. Delivered Final Offer based on updated Appraisal \$            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Advised Owner that condemnation proceeding will be recommended | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Reason Offer was rejected:                                     |                          |                                     |

SECTION VI - Other Information

1. Appraisal Information:

Recommended Compensation	\$2,943,000.00 (10/25/18)	P.9121 f/k/a 1121	Review Appraiser Earle R. Hunt III
Appraiser	Value	Date	
1. Kristin L. Soltys, MAI	2. \$2,943,000.00	3. 10/25/18	

2. Owner's Attorney or Attorney in Fact: Parcel: 9121 f/k/a 1121 Name: Zachry C. Lever, Esquire Driver, McAfee, Hawthorne, Diebenow Address: One Independent Drive, Suite 1200 City: Jacksonville State: Florida Zip Code: 32202 <input type="checkbox"/> Attorney Unknown	Easement Interest Owner's Attorney or Attorney in Fact: Parcel: 9121.3 Name: Miranda F. Fitzgerald, Esquire Lowndes, Drosdick, Doster, Kantor & Reed, P. A. Address: 215 North Eola Drive City: Orlando State: Florida Zip Code: 32801 <input type="checkbox"/> Attorney Unknown
--	--

3. Remarks: Parcel 9121.3 is an easement interest parcel whereas all interest holders of the Easement Agreement dated April 18, 2017 and recorded on April 20, 2017 as DOC # 20170216643, in the public records of Orange County, Florida is to be terminated by all parties. The interest holder Tri-County Road 27, Inc., a Florida corporation is to be paid \$500,000.00 for said interest in the Easement Agreement to be Terminated at Closing after Board date April 7, 2020.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel No(s): 9121 a/k/a 1121 and 9121.3  
Name of Owner(s): Land Owner WL LLC, a Florida limited liability company  
Page No.: 1

**SETTLEMENT ANALYSIS**

  X   Pre-Condernation  
       Not Under Threat

**County's Appraised Value**

Land: 206,176 square feet, or 4.73± acres	\$2,943,000.00
Improvements:	\$0
Cost-to-Cure:	<u>\$0</u>
Other Damages:	<u>\$0</u>
<b>Total Appraisal Value</b>	<b><u>\$2,943,000.00</u></b>
<b>Offer made 9/9/2017</b>	<b><u>\$2,200,000.00</u></b>
<b>Easement Interest Owner</b>	<b><u>\$0</u></b>

**Owner's Requested Amount—Initial**

Owner's Counter Offer :	
Parcel Amount:	\$3,500,000.00
Expert Fees:	\$21,000.00
Attorney Fees:	\$300,000.00
<b>Total Fee Owner's Requested Amount—Initial:</b>	<b><u>\$3,821,000.00</u></b>
<b>Easement Interest Owner Amount—Initial:</b>	<b><u>\$800,000.00</u></b>
<b>Total Parcel Amount—Initial:</b>	<b><u>\$4,621,000.00</u></b>

**Owner's Requested Amount—After Negotiations**

Owner's Counter Offer:	
Parcel Amount:	\$3,318,985.40
Expert Fees:	\$21,000.00
Attorney Fees:	\$80,000.00
<b>Total Fee Owner's Requested Amount—After Negotiations:</b>	<b><u>\$3,419,985.40</u></b>
<b>Easement Interest Owner Amount—After Negotiations:</b>	<b><u>\$500,000.00</u></b>
<b>Total Parcel—After Negotiations:</b>	<b><u>\$3,919,985.40</u></b>

**Probable Range of Testimony/Compensation, if Condemned**

County:	\$2,943,000.00
Owner:	\$4,300,000.00

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel No(s): 9121 a/k/a 1121 and 9121.3  
Name of Owner(s): Land Owner WL LLC, a Florida limited liability company  
Page No.: 2

**Potential Costs of Condemnation, if Condemned (beyond sunk costs)**

Appraisal Update Fees and OT Testimony (County):	\$18,000.00
Statutory Attorney Fees (Owner):	\$330,000.00
Business Damages (Owner):	\$ .00
Expert Witness Fees (Owner):	\$150,000.00
Expert Witness Fees & Trial Preparation (County) (Appraisal):	\$45,000.00
Expert Witness Fees & Trial Preparation (County) (Engineering & Other):	\$90,000.00
Other:	\$ .00
<b>Total Potential Costs of Condemnation, if Condemned (beyond sunk costs):</b>	<b><u>\$633,000.00</u></b>
<b>Total Potential Costs of Acquisition, if Condemned (beyond sunk costs)</b>	<b><u>\$4,933,000.00</u></b>

**Recommended Settlement Amount \$3,919,985.40**

**EXPLANATION OF RECOMMENDED SETTLEMENT**

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

This parcel is being acquired as an advanced acquisition for the Lake Underhill Road Improvement Project, which runs from Goldenrod Road to Rouse Road. Parcel 9121 (aka 1121) and Easement Interest 9121.3 are to be improved with a stormwater retention pond facility to accommodate stormwater drainage for portions of the roadway improvement project. This pond location is the preferred pond location along Lake Underhill Road, according to the County's Pond Siting Report. The Parcel, including the Easement Interest, consists of 163,052 square feet of uplands and 43,124 square feet of wetlands, for a total land area of 4.73± acres. The Easement Interest, which is part of the identified parent tract, encumbers the parcel with access easements and an easement area earmarked for development of a cellular communications tower. Public works has determined these easement interests are not compatible with long term operation and maintenance of the proposed retention pond facility. The Parcel has frontage along the south side of Lake Underhill Road and has a future land use of Industrial. The land is part of the Butte Planned Development and has entitlements for industrial, commercial and medical uses. The adjoining property to the south has been improved with a senior memory care facility.

Negotiations for this important stormwater pond site (this pond site is the only vacant land tract meeting the criteria for a stormwater pond along this section of Lake Underhill Road) started with the first offer for the required land area of \$2,200,000.00 on September 19, 2017. This offer was rejected by the owner's attorney, who countered with an offer of \$3,500,000.00. A counter offer of \$2,700,000.00 as a global settlement was made on April 13, 2018. This offer was also contingent on the release of the access and communication (cell tower) easement. Mr. Troy Cox, as one of the managing members of the entity owning the parcel in fee simple interest, rejected this offer, indicating he had no control over the access and communication (cell tower) easement, but he would take \$3,500,000.00 for the fee interest of the property. Mr. Cox's attorney, David Shontz, in an attempt to move the parcel along prior to the owner beginning construction of a new senior living center, sent an offer on November 27, 2018 for \$3,350,000.00 with contingencies. On December 20, 2018, I accepted the \$3,350,000.00 offer, with an additional contingency. On December 23, 2018, David Shontz, agreed in concept to my counteroffer, subject to the final mutually agreed upon terms.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel No(s): 9121 a/k/a 1121 and 9121.3  
Name of Owner(s): Land Owner WL LLC, a Florida limited liability company  
Page No.: 3

On April 22, 2019, the property owner terminated his legal relationship with his attorney, David Shontz. The property owner, Land Owner WL LLC retained Zachry C. Lever, attorney, as legal counsel. In negotiations with Zachry C. Lever, it was determined to not acquire a portion of property that Land Owner WL LLC owned, being 3,019.1 square feet more or less. The land exclusion created a re-negotiated settlement of \$3,318,985.40.

The fee simple estate is encumbered by an Easement Agreement. The easement interest identified herein is actually a tri-party agreement that created the access and communications (cell tower) easement known as Parcel 9121.3 that encumbers the property owned by Mr. Cox and others. The Easement Agreement was reserved when Tri-County Road 27, Inc. transferred the property to Mr. Cox and his associates in 2017. The Agreement reserves the right for Tri-County Road 27, Inc., to have certain access rights to the property and to erect a cellular communications tower on the parent tract of Parcel 9121. The building permit for construction of the cell tower is currently pending.

Since this easement interest is not acceptable to Public Works, I contacted Dell Avery of Tri-County Road 27, Inc. to discuss removal of this interest from the property. He offered to clear the easement interests for \$800,000.00. I declined Mr. Avery's offer. On February 1, 2019, Mr. Avery called me to reduce his previous offer by 25% and offered to remove the easement encumbrances for \$600,000.00. I again rejected Mr. Avery's offer.

On June 14, 2019, I offered Mr. Avery \$75,000.00 to restart negotiations for removal of the easement interest; which Mr. Avery rejected. On June 15, 2019, I offered \$165,000.00. Mr. Avery rejected the \$165,000.00 offer and reported that his legal counsel had already counteroffered to clear the easement encumbrances for \$500,000.00 during discussions with the County Attorney's Office.

On September 20, 2019, I contacted Mr. Avery to accept his counteroffer of \$500,000.00. Once we discussed the basic manner of process, documents needed for the settlement, what the Termination Agreement would entail and the Purchase Agreement, Mr. Avery and I reached a settlement in the amount of \$500,000.00.

Acquisition of Parcel 9121 and the encumbrance known as 9121.3 has been an unusually lengthy and complicated task. Projected costs to condemn the property are in excess of \$600,000.00. If the cell tower permit were to be issued and the tower constructed, the potential cost to acquire just the easement interest could escalate to upwards of \$850,000.00.

Project: Lake Underhill Road (Goldenrod Road to Rouse Road)  
Parcel No(s): 9121 a/k/a 1121 and 9121.3  
Name of Owner(s): Land Owner WL LLC, a Florida limited liability company  
Page No.: 4

With these potential costs in mind, and considering the need for a pond site along this section of Lake Underhill Road, I support and recommend this \$3,919,985.40 settlement.

Recommended by: Theresa A. Avery Date: 3/13/20  
Theresa A. Avery, Senior Acquisition Agent, Real Estate Mgmt. Division

Recommended by: Robert K. Babcock Date: 3/13/2020  
Robert K. Babcock, Acquisition Supervisor, Real Estate Mgmt. Division

Approved by: William Blackham Date: 3/13/20  
William Blackham, Assistant Manager, Real Estate Mgmt. Division

or  
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Paul Sladek, Manager, Real Estate Mgmt. Division

Approved by: Damian E. Czapka Date: 03/13/20  
Damian Czapka, Chief Engineer, Public Works

Approved by: Elaine M. Asad Date: 3/13/20  
Elaine M. Asad, Sr. Assistant County Attorney, County Attorney's Office

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Titan Lake Underhill	
	<b>2</b> Business name/disregarded entity name, if different from above Tri-County Road 27, Inc.	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 2281 Lee Road, Suite 204	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code Winter Park, Florida 32789	
	<b>7</b> List account number(s) here (optional)	

### 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.

<b>Social security number</b>											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>											
or											
<b>Employer identification number</b>											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 12.5%;">4</td> <td style="width: 12.5%;">6</td> <td style="width: 12.5%;">-</td> <td style="width: 12.5%;">2</td> <td style="width: 12.5%;">1</td> <td style="width: 12.5%;">6</td> <td style="width: 12.5%;">9</td> <td style="width: 12.5%;">1</td> <td style="width: 12.5%;">9</td> <td style="width: 12.5%;">8</td> </tr> </table>		4	6	-	2	1	6	9	1	9	8
4	6	-	2	1	6	9	1	9	8		

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 2/12/20
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### 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](http://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.*

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

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

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.  
**1969 S. Alafaya Trail #377**

6 City, state, and ZIP code  
**Orlando, Florida 32828**

7 List account number(s) here (optional)

Requester's name and address (optional)

## 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.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
3	7	-	1	8	5	6	5	0	5

## 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 ▶ **MARCH 13, 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](http://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)

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- 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.*