

## AGREEMENT FOR SALE AND PURCHASE

**THIS AGREEMENT FOR SALE AND PURCHASE** (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between **Old Melbourne Highway, LLC**, a Florida limited liability company (the “**Seller**”) and **Orange County, Florida**, a charter county and political subdivision of the State of Florida (the “**County**”).

### **RECITALS**

**A. WHEREAS**, Seller is the fee simple owner of that certain tract of real property bearing the Orange County Parcels Appraiser’s Parcel Identification Number 19-24-27-0000-00-011, containing approximately 2.99 acres (the “**Parent Tract**”); and

**B. WHEREAS**, pursuant to the Village I Horizon West Road Network Agreement recorded February 20, 2020, as Official Records Document Number 20200109451, as subsequently amended (“**Road Agreement**”), certain roadway improvements shall be constructed along Flemings Road in Orange County, Florida (the “**Project**”) to meet future traffic demands; and

**C. WHEREAS**, in accordance with the Road Agreement, County has agreed to use reasonable efforts to acquire the right-of-way and easement interests necessary for completion of the Project which are neither owned nor controlled by the Signatory Owners (as defined in the Road Agreement) of the Road Agreement (“**Uncontrolled Lands**”); and

**D. WHEREAS**, the Constructing Owners (as that term is defined in the Road Agreement) have agreed to fund the costs of the County’s acquisition of the Uncontrolled Lands and receive Road Credits in connection with such funding as provided in the Road Agreement; and

**E. WHEREAS**, completion of the Project requires the acquisition of two (2) parcels from the Parent Tract as follows: i) a fee simple acquisition of approximately 1.39 acres for road right of way (“**Parcel 1006**”), as described in the attached **Exhibit A**; and ii) a temporary non-exclusive easement consisting of approximately 17,078 square feet (“**Parcel 7006**”), as described in the attached **Exhibit B** (Parcel 1006 and Parcel 7006 shall hereinafter be collectively referred to as the “**Parcels**”); and

**F. WHEREAS**, Seller is not a signatory owner of the Road Agreement, and therefore the Parcels are considered Uncontrolled Lands; and

**G. WHEREAS**, Seller has agreed to convey certain interests in the Parcels to the County pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, County and Seller agree as follows:

1. **Recitals; Definitions.** The recitals set forth above are true and correct and are incorporated herein by this reference. Any capitalized terms used herein which are not otherwise defined shall be as defined in the Road Agreement.

2. **Agreement.** Seller agrees to convey the applicable interests in the Parcels to County, and County agrees to accept the applicable interests in the Parcels from Seller, as specified below pursuant to the terms and conditions set forth in this Agreement.

2.1 **Parcel 1006.** County agrees to purchase Parcel 1006 from Seller and Seller agrees to sell and convey Parcel 1006 to County by Special Warranty Deed for Parcel 1006 (the “**Deed**”) in substantially the same form as **Exhibit C**, attached hereto and incorporated herein by reference. Seller agrees to convey Parcel 1006 to County free and clear of all liens and encumbrances and subject only to those matters of record which are acceptable to County or as otherwise provided for in this Agreement (collectively, the “**Permitted Exceptions**”).

2.2 **Parcel 7006.** Seller agrees to donate a temporary non-exclusive easement interest in Parcel 7006 to County and agrees to execute a non-exclusive temporary construction easement (the “**TCE**”), in substantially the same form as **Exhibit D**, attached hereto and incorporated herein by reference. County agrees to accept the donation of the TCE.

3. **Effective Date.** The effective date of this Agreement (the “**Effective Date**”) shall be the later of: (i) the date this Agreement is executed by Seller; **or** (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners (the “**Board**”).

4. **Purchase Price.** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the purchase price for the respective parcels shall be as follows:

4.1 **Parcel 1006.** County agrees to purchase Parcel 1006 from Seller for the total sum of One Million Seven Hundred Seventy-Seven Thousand Nine Hundred Dollars (\$1,777,900.00) (the “**Purchase Price**”).

4.2 **Parcel 7006.** Seller agrees to donate a temporary non-exclusive easement interest in Parcel 7006 to County and County agrees to accept the donation of the TCE.

5. **Due Diligence Period.** County shall have **sixty (60) days** from the Effective Date to complete its due diligence of the Parcels (the “**Due Diligence Period**”). Such Due Diligence Period shall include but not be limited to: review of title; survey; appraisal; and environmental due diligence all as further described below:

5.1 **Title.** Prior to the Effective Date, Seller has obtained, through Shutts & Bowen, LLP (“**Title Agent**” and “**Closing Agent**”) and delivered to the County a current



commitment for title insurance (ALTA commitment July 1, 2021) committing to insure County as purchaser of Parcel 1006 in the amount of the Purchase Price, with an effective date of August 8, 2025, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the “**Commitment**”) issued by Shutts & Bowen, LLP, as title agent for Fidelity National Title Insurance Company (the “**Title Company**”). The Commitment provides that, upon execution, delivery, and recordation of the Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, County shall acquire indefeasible fee simple and marketable title to Parcel 1006, subject only to the Permitted Exceptions (hereinafter defined). The Title Agent has agreed with Seller that the premium for the Commitment and the owner’s title policy to be issued pursuant thereto (the “**Title Policy**”) shall be at the minimum promulgated rate and that all other expenses associated with the issuance of the Commitment and Title Policy has been paid to the County by the Seller or the Constructing Owners for the Project pursuant to the Road Agreement. The County shall be responsible for the payment of such title premium at Closing, along with the costs of any endorsements thereto, if any, requested by the County.

**5.1.1** Within thirty (30) days after the Effective Date (the “**Objection Period**”), County may deliver to Seller written notice of any title or survey matters which are not acceptable to County in its sole and absolute discretion (the “**Objections**”). If County raises any Objections, then Seller shall, within fifteen (15) days after receipt of County’s Objections, (the “**Response Period**”) notify County in writing as to whether or not Seller, at Seller’s expense, agrees to cure any of the Objections and, if so, which Objections Seller agrees to cure. If Seller does not provide County with a written response to the Objections on or before the expiration of the Response Period, it shall be presumed that Seller is unable or unwilling to attempt to cure any of the Objections. If Seller agrees to cure any of the Objections, then Seller, at Seller’s expense, shall undertake reasonable and diligent efforts to cure and remove such Objections on or before five (5) business days prior to Closing (the “**Cure Period**”). As Seller completes the cure of any Objection, Seller shall notify County in writing of the same; if Seller does not notify County on or before expiration of the Cure Period that Seller has cured a particular Objection that Seller has agreed to cure, it shall be presumed Seller has been unable to do so. If Seller has been unable (or deemed to be unable) to cure any Objection (that Seller has agreed to cure) within the Cure Period, then County shall elect, by written notice to Seller delivered at or prior to Closing, to either: (i) terminate this Agreement; or (ii) waive such uncured Objections and accept title and survey as they then are without setoff or reduction in the Purchase Price. For avoidance of doubt, County acknowledges that Seller has no obligation whatsoever to cure or to attempt to cure any Objections except to the extent that Seller hereafter agrees to cure or to attempt to cure any Objections in accordance with this Section.

**5.1.2** Any defect in title or survey that County does not object to on or before the expiration of the Objection Period, together with any and all uncured Objections which County elects to waive in writing, shall be deemed permitted exceptions (“**Permitted Exceptions**”). For avoidance of doubt, if the County proceeds to close on the acquisition of the applicable interests in the Parcels, then the County shall be deemed to have waived any uncured Objections which shall be deemed to be Permitted Exceptions.

**5.1.3** The Constructing Owners have provided the County with Sketches of Description for the Parcels (the “SODs”) which are attached to this Agreement and certified to the County. The SODs have been reviewed and approved by the County prior to the Effective Date. There is no requirement for the Constructing Owners or the Seller to provide the County with a Survey of the Parcels. Accordingly, the survey exceptions set forth in the Commitment will not be deleted from the Title Policy and the County shall not be entitled to raise Objections with respect to the survey exceptions set forth in the Commitment.

**5.1.4 Title Update.** No sooner than **five (5) business days** prior to Closing but not later than **two (2) business days** prior to Closing, the Seller shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment to a date on or after the day that is at least **ten (10) days** prior to Closing. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, or any new exceptions in Schedule B, Section II, that are not caused by County and are not already Permitted Exceptions, then prior to Closing the County shall notify Seller in writing specifying such new title defect (“**New Title Defect**”). Seller shall have a period of **thirty (30) days** following the receipt of such notice from County to cure any New Title Defect, at Seller’s sole cost and expense, and, if necessary, the Closing Date shall be extended so that Seller can attempt to cure the New Title Defect as provided above. If Seller fails to cure any New Title Defect within said **thirty (30) day period**, then County shall elect, by written notice to Seller delivered at or prior to Closing, to: (i) terminate this Agreement; or (ii) waive the New Title Defect and accept the title as it then is without setoff or reduction in the Purchase Price; or (iii) if any New Title Defect is caused by the actions of Seller, then, subject to Section 18 below (including the notice and cure provisions set forth therein), County may pursue the remedies available to it under this Agreement for a default by Seller. For avoidance of doubt, if the County proceeds to close on the acquisition of the applicable interests in the Parcels, then the County shall be deemed to have waived any uncured Objections to the New Title Defect(s) which shall be deemed to be Permitted Exceptions.

**5.1.5 Cattle Grazing Lease.**

a. The Parent Tract is subject to that certain Cattle Grazing Lease dated December 1, 2024 between Seller and Walker Land Management, Inc. (“**Walker**”) (the “**Parcel A Cattle Grazing Lease**”). A copy of the Parcel A Cattle Grazing Lease has been delivered to the County prior to the Effective Date. Seller agrees, at or before closing, to terminate or amend the Parcel A Cattle Grazing Lease as to the Parcels so that it is not an encumbrances on the Parcels at closing.

b. Seller makes no warranty or representation as to the condition of the Parcels on the Effective Date or on the Closing Date. County shall not be entitled to terminate this Agreement or make any damage claim against Seller and/or Walker based on the condition of the Parcels at closing. The provisions of this subparagraph shall survive the termination of this Agreement and the closing.

**5.2 Environmental Assessment.** Prior to the Effective Date, the Constructing Owners have delivered to the County the following: Phase I Environmental Site Assessment prepared by Bio-Tech Consulting, LLC dated May 6, 2025, under BTC File #103-137 (“**Phase I**



ESA”) for Parcel 1006 and other lands related to the Project. The Phase I ESA was conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (“AAIFR”) and with the most current standards set forth in the American Society for Testing and Materials (ASTM) E-1527. User Reliance by the County is provided in Section 2.9 of the Phase I ESA. If Closing occurs after November 2, 2025, an updated Phase 1 ESA will be required. If Closing occurs after May 6, 2026, a new Phase I ESA will be required.

## **6. Rights and Responsibilities During Due Diligence.**

**6.1 Right to Access the Parent Tract.** For the purposes of conducting its due diligence, County shall have the right, both during the Due Diligence Period, and at all other times that this Agreement is in effect, during normal business hours, to personally or through its agents, employees, and independent contractors, to enter upon the Parent Tract (including any buildings, structures, or other improvements located thereon) for the purposes of inspecting the Parcels, making additional surveys, soil tests, environmental tests, test borings, topographical studies, and conducting such other investigations of the Parcels, which County deems appropriate, in County’s sole and absolute discretion. The foregoing rights shall terminate at Closing.

Notwithstanding the foregoing, prior to any entry pursuant to this Section 6.1 upon the Parent Tract, County shall provide Seller with reasonable prior notice of any intended entry so that Seller may arrange to provide County (and/or County’s agents, employees, and independent contractors) access and to have a representative present during any time that County has entered upon the Parent Tract; notwithstanding the notice provisions of Section 12 below, the “prior notice” required by this Section 6.1 need not be in writing, may be provided by County to Seller’s representative:

**NAME** Dell Avery

**PHONE** 407-645-1965

**EMAIL** [Dellavery8915@gmail.com](mailto:Dellavery8915@gmail.com)

and shall be considered “reasonable prior notice” if it is provided not less than 24 hours prior to County’s intended entry. County shall also have the right to meet and consult with Seller’s consultants with information relative to the Parcels, or development matters related thereto, for the sole purpose of County’s proposed acquisition and use as set forth in this Agreement.

**6.2 Remediation.** Upon termination of this Agreement, County shall, at its cost, promptly repair any material damage to the Parent Tract caused by its entry thereon and restore the same to substantially the same condition in which it existed prior to such entry.

**6.3 Extension to Due Diligence Period.** If an updated or new Phase 1 ESA reveals any Environmental Exceptions, or if any other testing performed by County reveals any condition of the Parcels which County deems to require further evaluation, in its sole and absolute discretion, then, upon written notice of such fact to Seller no later than **three (3) days** prior to the expiration of the Due Diligence Period, the Due Diligence Period shall be extended an additional



**sixty (60) days** for further testing, provided Seller shall have the right to request reasonable documentation evidencing such fact(s) that County deems to require further evaluation. If the Phase 1 ESA or other testing results are unacceptable to County, then County may, in County's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Due Diligence Period (as it may be extended in accordance with the preceding sentence).

**6.4 County's Right to Terminate.** In the event County determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for County to acquire the applicable interests in the Parcels – or that County is not satisfied with any other matter (including without limitation those other matters set forth in this Section 5 above or any other matter(s) which County deems relevant) – then, in such event, County may, in County's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Due Diligence Period. In the event the County fails to provide notice of termination by the expiration of the Due Diligence Period or any extension thereof, County shall be deemed to have waived its right to terminate the Agreement pursuant to this Section.

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

**7. Closing.**

**7.1** Unless otherwise agreed in writing between County and Seller, the closing of the purchase and sale of the applicable interest in the Parcels contemplated herein ("**Closing**") shall be a "mail away" closing and all documents and funds necessary for Closing shall be received by the Closing Agent on or before **thirty (30) days** after the expiration of the Due Diligence Period (the "**Closing Date**") (except to the extent that the Closing Date is extended by other provisions of this Agreement). The parties may mutually agree to accelerate the Closing Date, which date may be prior to the expiration of the Due Diligence Period if agreed to by both Seller and the County.

**7.2 At Closing:**

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

**7.2.2** Seller shall execute and deliver to County a special warranty deed (a "**Deed**") conveying, in accordance with all applicable laws and ordinances, indefeasible fee simple title to Parcel 1006 free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever except for the Permitted Exceptions in substantially the same form attached to this Agreement as **Exhibit C**, incorporated herein by reference. The Deed shall also expressly transfer all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to Parcel 1006. Additionally, Seller shall execute and deliver to County



the TCE for Parcel 7006 in accordance with all applicable laws and ordinances and free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever except for the Permitted Exceptions and in substantially the form attached to this Agreement as **Exhibit D**, incorporated herein by reference.

**7.2.3** Seller shall also execute and deliver, in such form reasonably acceptable to County, Seller, and the Title Company, as applicable:

- (a) a closing statement;
- (b) an affidavit and/or such other instruments as shall be required for Seller to comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership;
- (c) an owner's affidavit in the form required by the Title Company to delete the standard exceptions on an owner's title policy, except for the standard survey exceptions which will only be deleted if a survey of the Parcels is obtained by the County;
- (d) a non-foreign person affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code;
- (e) any other documents and/or instruments reasonably necessary to transfer to County the applicable interests in the Parcels, including but not limited to applications for certificates of title and/or powers of attorney; and
- (f) copies of such documents, resolutions, and other instruments as may be reasonably required by County and/or the Title Company, in form acceptable to County, Seller, and the Title Company, to evidence the authority of the person signing the Deed and other documents to convey the applicable interests in the Parcels to County in accordance with this Agreement.

**7.2.4** County shall also execute and deliver, in such form reasonably acceptable to County, Seller, and the Title Company, as applicable, a closing statement, and such other documents as necessary or reasonably required by the Seller and/or the Title Company.

**7.2.5** 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 the Closing Agent or the Title Company on Seller's behalf. 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. If, as of the Closing Date, 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 County is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

**7.2.6** Seller shall pay all pending, certified, confirmed, and/or ratified charges or assessments, whether known or unknown, against the Parcels existing as of the day before the Closing Date. County shall pay all, certified, confirmed, and/or ratified charges or assessments against the Parcels existing as of the day of Closing Date.

**7.2.7** Seller shall pay for the costs of recording of any corrective instruments necessary to cure any Objections, and the costs of recording or filing of any other instruments to be recorded or filed in connection with this Agreement and/or Closing.

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

**7.2.9** Seller shall pay for the closing fee, and/or other similar fee, to be paid to the Title Company and/or the Closing Agent in connection with this Agreement and/or Closing; provided, however, that any such fees may be paid to the Title Company and/or Closing Agent outside of the closing pursuant to an agreement between the Closing Agent and the Constructing Owners for the Project.

**7.2.10** County shall pay for the cost of recording the Deed and the TCE.

**7.2.11** County shall pay for the Commitment and the title insurance premium for the owner's policy for the Parcels (and any endorsements thereto).

**7.2.12** County shall pay, outside of Closing, for the Appraisals.

**7.2.13** Except as otherwise paid by Constructing Owners, County shall pay, outside of Closing, for any expenses related to performing its due diligence investigations during the Due Diligence Period.

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

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

**7.3** Possession of the applicable interest in the Parcels shall be delivered to County at Closing.

## **8. Contingencies.**

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

**8.1.1 Title Cures.** At or before Closing, Seller shall have cured all Objections that Seller agreed to cure pursuant to Section 5.1.1 above, or such Objections shall have been waived by the County as provided in this Agreement. Without limiting the foregoing, Seller shall have delivered to County and/or Title Company, as applicable, in recordable form, if



applicable, all instruments necessary to convey clear title to Parcel 1006 subject to the Permitted Exceptions.

**8.1.2 Marked-Up Commitment.** At or before Closing, Title Company (or the Title Agent) shall have provided County with a “marked-up” version of the Commitment unconditionally obligating Title Company to issue the Title Policy to County in the condition required by this Agreement.

**8.2 Waiver of Contingencies.** Any Contingency may be waived, lessened, or otherwise removed from this Agreement by County at any time by delivery of written notification from County to Seller.

**8.3 Effect of Failure of Contingency.** If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing by County on or before the Closing Date (or on or before such earlier date as may be specified for the satisfaction of any particular Contingency in Section 8.1 above), then this Agreement shall automatically terminate and be of no further force or effect; provided, however, for avoidance of doubt, if the County proceeds to close on the acquisition of the applicable interests in the Parcels, then the County shall be deemed to have waived the Contingencies to the extent not satisfied at Closing.

**8.4 Mutual Extension of the Closing Date.** In the event that any (or all) of the Contingencies are not satisfied on or before the Closing Date, then the Parties by mutual agreement may (but shall not be required to) extend the Closing Date through one or more written extensions executed by County and Seller; provided, however, in no event shall the Closing Date be extended to a time later than **forty-five (45) days** from the end of the Due Diligence Period (or as such period may be extended).

**9. Brokers and Commission.**

**9.1** Seller is not represented by a broker.

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

**10. Default and Remedies.**

**10.1** In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the breaching party shall be entitled to written notice of the specific non-compliance, breach, or other problem and to **ten (10) days** after the receipt of that written notice in which to cure said non-compliance, breach, or other problem, except the parties shall only have **three (3) days** to cure a failure to timely close the transaction contemplated hereby.

If such non-compliance, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

**10.2** In the event of a default by Seller, then County may, at County's election, either: (i) terminate this Agreement by written notice to Seller and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement; or (ii) pursue an action for specific performance against Seller, provided that any action for specific performance must be filed by County in the appropriate court with jurisdiction no later than **one hundred twenty (120) days** after Seller's default, the failure of which County shall be deemed to have elected (i) above.

**10.3** In the event of a default by County, then Seller, as Seller's sole and exclusive remedy, shall be entitled to terminate this Agreement by written notice to County and the parties shall have no further rights or obligations hereunder, except for those rights and obligations which expressly survive termination of this Agreement.

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

## **11. Notices.**

**11.1** Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and will be deemed delivered, whether or not actually received, when delivered by hand delivery; when deposited in the United State Mail, postage prepaid, registered or certified mail, return receipt requested; or when delivered to a guaranteed overnight delivery service, such as Federal Express, for delivery not later than the next business day.

<b>As to Seller:</b>	<b><i>with a copy to:</i></b>
Old Melbourne Highway, LLC Attn: Dell Avery 2281 Lee Road, Suite 204 Winter Park, Florida 32789	Paul E. Rosenthal, Esq. 2605 Norfolk Road Orlando, FL 32803
<b>As to County:</b>	<b><i>with a copy to:</i></b>
Orange County, Florida Real Estate Management Division Attn: Manager Physical Address: 400 E. South St., 5th Floor Orlando, Florida 32801	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801



Mailing Address: P.O. Box 1393 Orlando, Florida 32802-1393	
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**11.2** Addresses for notice may be changed by giving notice hereunder.

**11.3** Notwithstanding any provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder by communication from said party's legal counsel pursuant to methods of notice permitted under this Section 11.

**12. Miscellaneous.**

**12.1 No Waiver; Rights Cumulative.** Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers, and privileges conferred herein shall be cumulative with, and not restrictive of, those provided at law or in equity.

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

**12.3 Survival; Effect of Termination.** Neither this Agreement, nor any term or provision hereof, shall survive Closing hereunder, except as specifically provided herein. Upon any termination of this Agreement, the parties shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

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

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

**12.6 Headings; Gender.** The headings inserted at the beginning of each section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each section. Words of any gender used in this Agreement should be held and construed

to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

**12.7 Further Assurances.** After the Effective Date, each party shall, at the request of the other party, make, execute, and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things which may be reasonably requested of such party and which may be reasonably required to effectuate the provisions and intention of this Agreement.

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

**12.9 Time of the Essence.** Time is of the essence of this Agreement.

**12.10 Drafting; Negotiation.** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

**12.11 No Partnership.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

**12.12 No Third-Party Beneficiaries.** Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

**12.13 Governing Law.** This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

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

**12.15 Assignment.** Neither this Agreement, nor any right or obligation of any party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all parties.



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

**12.17 1031 Exchange.** County acknowledges that Seller may elect to consummate the sale of the Parcels as part of a so-called like kind exchange (an "Exchange") pursuant to §1031 of the Internal Revenue Code, as amended (the "Code"), in which case County shall, at no cost to County, cooperate with Seller in effecting such Exchange, provided that: (i) the Closing of the Parcels shall not be delayed or affected by reason of any Exchange; (ii) the consummation or accomplishment of any Exchange shall not be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (iii) any Exchange shall be effected through a qualified intermediary and County shall not be required to take an assignment of any purchase agreement for the exchange Parcels or be required to acquire or hold title to any real Parcels for purposes of consummating an Exchange involving Seller; and (iv) Seller shall pay any additional costs that would not otherwise have been incurred by County or Seller had Seller not consummated its sale through an Exchange. Nothing contained herein shall relieve Seller of its obligations under this Agreement. County's cooperation hereunder shall include, but not be limited to, County's consent and approval to Seller's assignment of its interest in this Agreement to a qualified intermediary or other third party utilized in the transaction in order to facilitate a deferred tax-free exchange of the Parcels by Seller, and, at Seller's option, County's agreement to receive or take title to the Parcels, from such qualified intermediary or other third party in connection therewith. County shall not, by this paragraph or by acquiescence to any Exchange by Seller, (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Seller, the Internal Revenue Service, or any other interested party that any Exchange involving Seller in fact complies with the §1031 of the Code. Furthermore, the County shall have no obligation to sign any

**12.18 Waiver of Jury Trial.** SELLER AND COUNTY HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR COUNTY ENTERING INTO THIS AGREEMENT (OR

ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

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

**12.20 IRS Form 8283.** Seller agrees that the conveyance of the Parcels as contemplated in this Agreement does not constitute a charitable contribution pursuant to §170 of the Internal Revenue Code, as amended. Seller accepts that the County will not sign IRS Form 8283 or any other form that requires the County to acknowledge the conveyance of the Parcels pursuant to this Agreement as a donation. This provision shall survive Closing.

**13. Sovereign Immunity.** No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or of the limits of liability by County, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2024).

**14. Delegation of Authority.** The Manager of the Orange County Real Estate Management Division is hereby delegated, on behalf of County, the authority to execute all closing documents as contemplated and/or required herein; execute any instruments or documents that may be required in connection with Seller's Exchange; furnish notices as contemplated herein; waive contingencies; agree to and execute extensions; agree to accelerate closing; or terminate this Agreement as contemplated herein.

**15. Post-Closing Relocation of Fencing and Other Improvements.** Subsequent to the Closing and for a period of ninety (90) days thereafter, the Seller shall have the right to enter upon Parcel 1006 to, at Seller's expense, remove and relocate any fencing, pumps and other equipment located within Parcel 1006. Any such fencing, pumps and other equipment other equipment which are not so removed shall be deemed to be abandoned to the County. Should County incur costs of removal for abandoned property of the Seller, Seller shall reimburse County for any costs associated therewith. Seller shall assume all risks involved in entering upon Parcel 1006 for the performance of such activities and shall indemnify and hold County harmless from and against all loss, liability, costs, claims, demands, damages, actions, causes of action, suits and expenses arising out of, related to or caused by Seller in the exercise of any of Seller's rights under this paragraph, and Seller shall hold County and Parcel 1006 harmless from any liens arising out of Seller's activity thereon. The provisions of this paragraph shall survive the closing.

**16. Negotiated Price to be Without Prejudice.** The Purchase Price for Parcel 1006 and the Seller's agreement to donate a temporary easement interest in Parcel 7006 was negotiated by the parties and shall be without prejudice to any party, and inadmissible in any court proceedings which might hereinafter be brought if the County for any reason does not acquire the applicable interests in the Parcels pursuant to the terms herein contained. Nothing contained herein shall be construed to require that the Seller donate any interest in Parcel 7006 if the County for any reason does not acquire the applicable interests in the Parcels pursuant to the terms herein contained. The provisions of this paragraph shall survive the termination of this Agreement.



17. **“As Is, Where Is” Conveyance.** SELLER HAS DISCLOSED TO COUNTY THAT THE PARENT TRACT, INCLUDING THE PARCELS, HAS BEEN USED FOR AGRICULTURAL PURPOSES AND CATTLE GRAZING PURPOSES. COUNTY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT: (i) PARCEL 1006, INCLUDING ANY TREES LOCATED THEREON, IS TO BE PURCHASED BY COUNTY “AS IS” AND “WHERE IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER BEING MADE BY SELLER, EXCEPT AS SET FORTH IN THE SPECIAL WARRANTY DEED; AND (ii) THE EASEMENT INTEREST IN PARCEL 7006 IS BEING DONATED TO THE COUNTY “AS IS” AND “WHERE IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WHATSOEVER BEING MADE BY SELLER, EXCEPT AS SET FORTH IN THE TCE.

18. **EMINENT DOMAIN AND DAMAGES.** Under no circumstances shall the County’s exercise of any right provided in the Agreement, including, without limitation, termination of the Agreement create any right, title, interest or estate entitling the Seller to full and just compensation from the County either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes (“Eminent Domain Law”). The Seller forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the County’s exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Seller, as a result of the County’s exercise of any right provided in this Agreement.

19. **Seller Third Party Agreements.** Certain of the Constructing Owners (as that term is defined in the Road Agreement) have entered into one or more agreements with Seller regarding the sale of the applicable interests in the Parcels to the County (the “**Third Party Agreements**”). The County is not a party to any of the Third Party Agreements. Nothing contained in this Agreement shall be construed as modifying any of the Third Party Agreements or as waiving any rights of Seller thereunder, including but not limited to agreements relating to the funding of Seller’s closing costs under this Agreement and the reimbursement of Seller’s attorneys’ fees and costs related to this Agreement and the closing with the County hereunder.

***SEE NEXT PAGES FOR SIGNATURES AND EXHIBITS***

Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

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

**SELLER**

**Old Melbourne Highway, LLC**, a Florida limited liability company

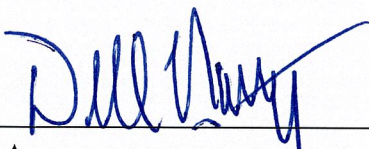
By:

Signature:

Print Name:

Title:

Date:

  
\_\_\_\_\_  
Dell Avery  
\_\_\_\_\_  
Manager  
\_\_\_\_\_  
8/15/2025  
\_\_\_\_\_



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

**COUNTY**

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

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

Date:

\_\_\_\_\_  
(mm/dd/yyyy)

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

BY:

\_\_\_\_\_  
Deputy Clerk

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

**EXHIBIT A**  
**PARCEL 1006**

**SKETCH OF DESCRIPTION**

RIGHT OF WAY DEDICATION

(PARCEL 1006)

SHEET 1 OF 3

Description: (Parcel 1006)

A portion of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida; thence North 00°07'16" West along the West line of said Southeast 1/4, a distance of 1297.12 feet to the South right of way line of Flemings Road as described in Deed Book 509, Page 483; Public Records of Orange County, Florida; thence North 89°10'41" East along said South right of way line, 1319.83 feet to the POINT OF BEGINNING, said point lying on the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 19; thence continue along said South right of way line the following four (4) courses: North 89°10'41" East, 271.11 feet; thence South 77°59'12" East, 8.63 feet; thence South 65°23'10" East, 10.60 feet; thence South 61°40'28" East, 11.41 feet to the Westerly right of way line of County Road No. 545 (Avalon Road), a 66.00 foot wide right of way as described in Deed Book 402, Page 353, Public Records of Orange County, Florida; thence South 19°26'28" West along said Westerly right of way line, 904.90 feet to the aforesaid East line of the Southwest 1/4 of the Southeast 1/4; thence departing said Westerly right of way line run North 00°07'54" East along said East line, 170.25 feet; thence departing said East line run North 17°09'13" East, 140.31 feet; thence North 19°26'39" East, 482.11 feet; thence North 36°23'54" West, 81.62 feet to the beginning of a non-tangent curve concave Southerly having a radius of 4357.63 feet, a chord bearing of North 87°36'09" West, a chord length of 152.06 feet; thence run along the arc of said curve through a central angle of 01°59'58", an arc length of 152.07 feet to said East line of the Southwest 1/4 of the Southeast 1/4; thence North 00°07'54" East, along said East line 30.06 feet to the POINT OF BEGINNING.

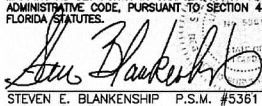
Containing 60684 square feet, 1.393 acres, more or less.

NOTES:

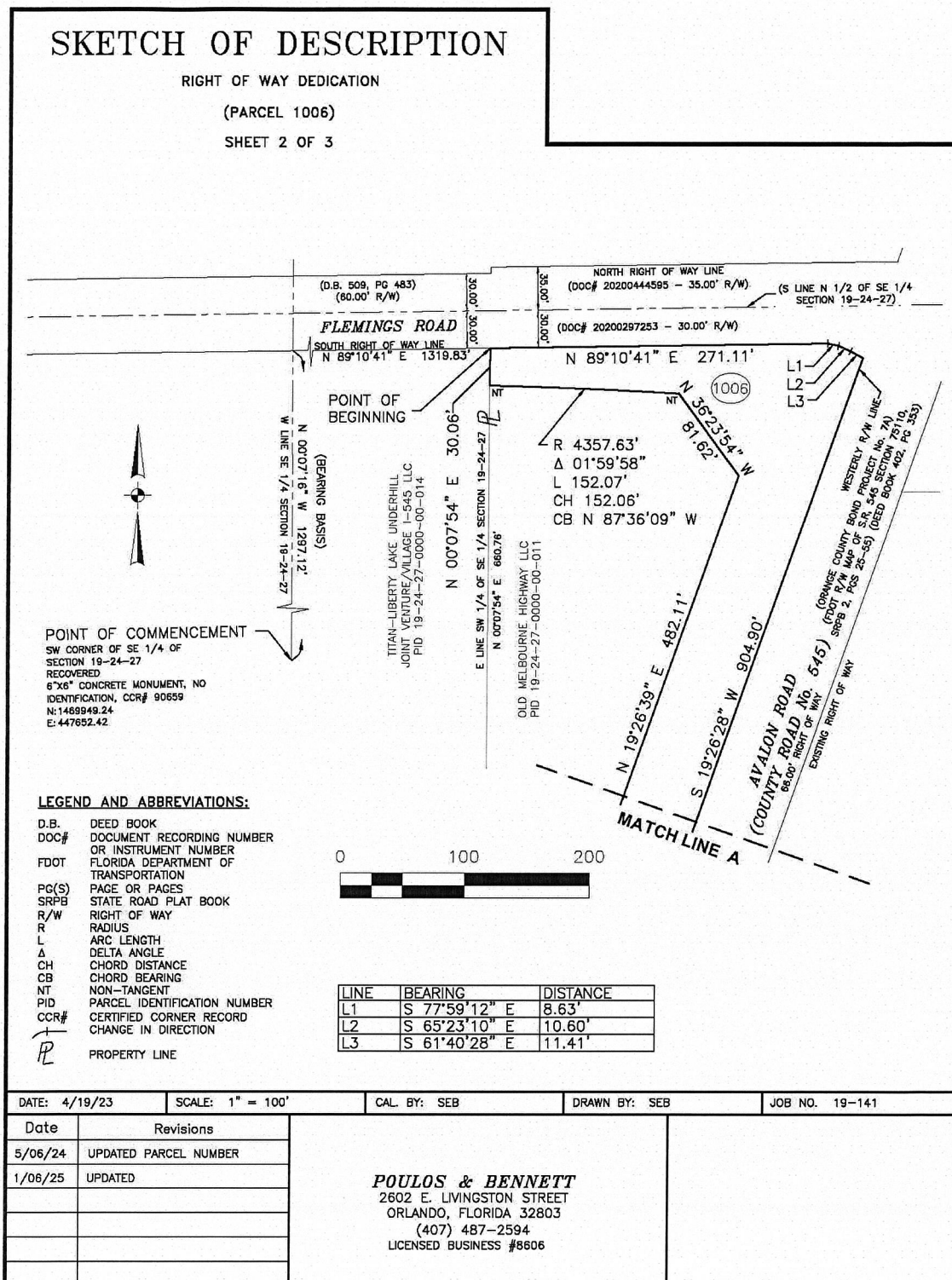
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING N00°07'16"W A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT), EAST ZONE, REFERENCED TO TO NGS CONTROL POINTS GIS 0250 ROY BARTH 3 (N:1472568.84, E:444846.56) AND E160 ROSE (N:1458423.76, E:450660.25)
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
4. THIS IS NOT A SURVEY.

CERTIFICATION TO:

Old Melbourne Highway, LLC  
Orange County, Florida  
M/I Homes of Orlando, LLC  
Fidelity National Title Insurance Company  
First American Title Insurance Company

DATE: 4/19/23	SCALE: N/A	CAL. BY: SEB	DRAWN BY: SEB	JOB NO. 19-141
Date	Revisions	<b>FLEMINGS ROAD SEGMENTS 5 &amp; 6</b>  <b>POULOS &amp; BENNETT</b> 2602 E. LIVINGSTON STREET ORLANDO, FLORIDA 32803 (407) 487-2594 LICENSED BUSINESS #8606		<p>I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 6J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>  <p>STEVEN E. BLANKENSHIP P.S.M. #5361 STATE OF FLORIDA</p>
4/19/23	REVISED LEGAL			
	RIGHT OF WAY UPDATE			
5/25/23	ADDED CERT NAMES			
9/12/23	UPDATED SKETCH			
5/06/24	UPDATED PARCEL NUMBER			
1/06/25	UPDATED			



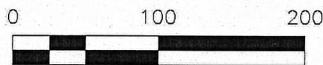
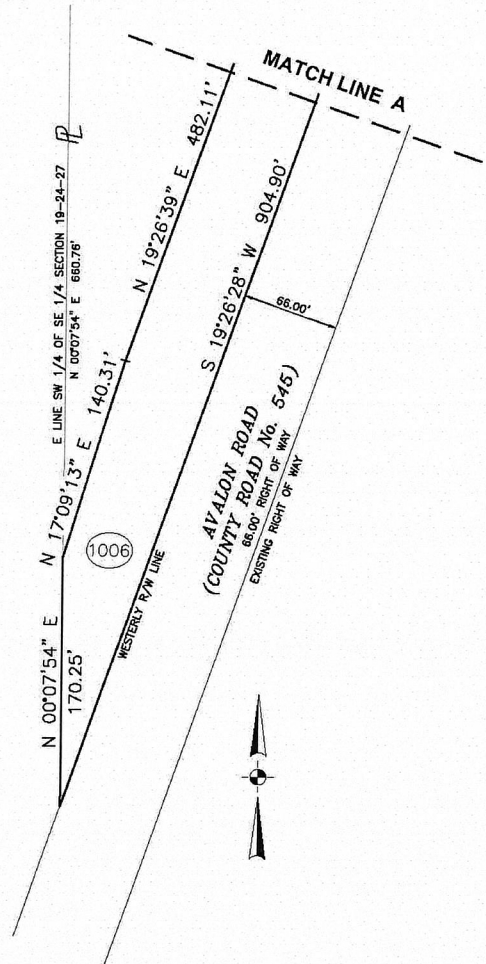


# SKETCH OF DESCRIPTION

RIGHT OF WAY DEDICATION

(PARCEL 1006)

SHEET 3 OF 3



DATE: 4/19/23		SCALE: 1" = 100'	CAL BY: SEB	DRAWN BY: SEB	JOB NO. 19-141
Date	Revisions	<b>POULOS &amp; BENNETT</b> 2602 E. LIVINGSTON STREET ORLANDO, FLORIDA 32803 (407) 487-2594 LICENSED BUSINESS #8806			
5/06/24	UPDATED PARCEL NUMBER				
1/06/25	UPDATED				



**EXHIBIT B**  
**PARCEL 7006**

**SKETCH OF DESCRIPTION**

(TEMPORARY CONSTRUCTION AND DRAINAGE EASEMENT PARCEL 7006)

SHEET 1 OF 2

Description: (Parcel 7006)

A portion of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida; thence North 00°07'16" West along the West line of said Southeast 1/4, a distance of 1297.12 feet to the South right of way line of Flemings Road as described in Deed Book 509, Page 483; Public Records of Orange County, Florida; thence North 89°10'41" East along said South right of way line, 1319.83 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 19; thence departing said South right of way line run South 00°07'54" West along said East line, 30.06 feet to the POINT OF BEGINNING and to the beginning of a non-tangent curve concave Southerly having a radius of 4357.63 feet, a chord bearing of South 87°36'09" East, a chord length of 152.06 feet; thence run along the arc of said curve through a central angle of 01°59'58", an arc length of 152.07 feet; thence South 36°23'54" East, 81.62 feet; thence South 19°26'39" West, 482.11 feet; thence South 17°09'13" West, 140.31 feet to aforesaid East line of the Southwest 1/4 of the Southeast 1/4; thence North 00°07'54" East along said East line, 68.32 feet; thence departing said East line run North 17°09'13" East, 75.38 feet; thence North 19°26'39" East, 465.87 feet; thence North 36°23'54" West, 62.68 feet to the beginning of a non-tangent curve concave Southerly having a radius of 4332.63 feet, a chord bearing of North 87°40'35" West, a chord length of 138.94 feet; thence run along the arc of said curve through a central angle of 01°50'15", an arc length of 138.94 feet to aforesaid East line of the Southwest 1/4 of the Southeast 1/4; thence North 00°07'54" East along said East line, 25.01 feet to the POINT OF BEGINNING.


Containing 17078 square feet, 0.392 acres, more or less.

NOTES:

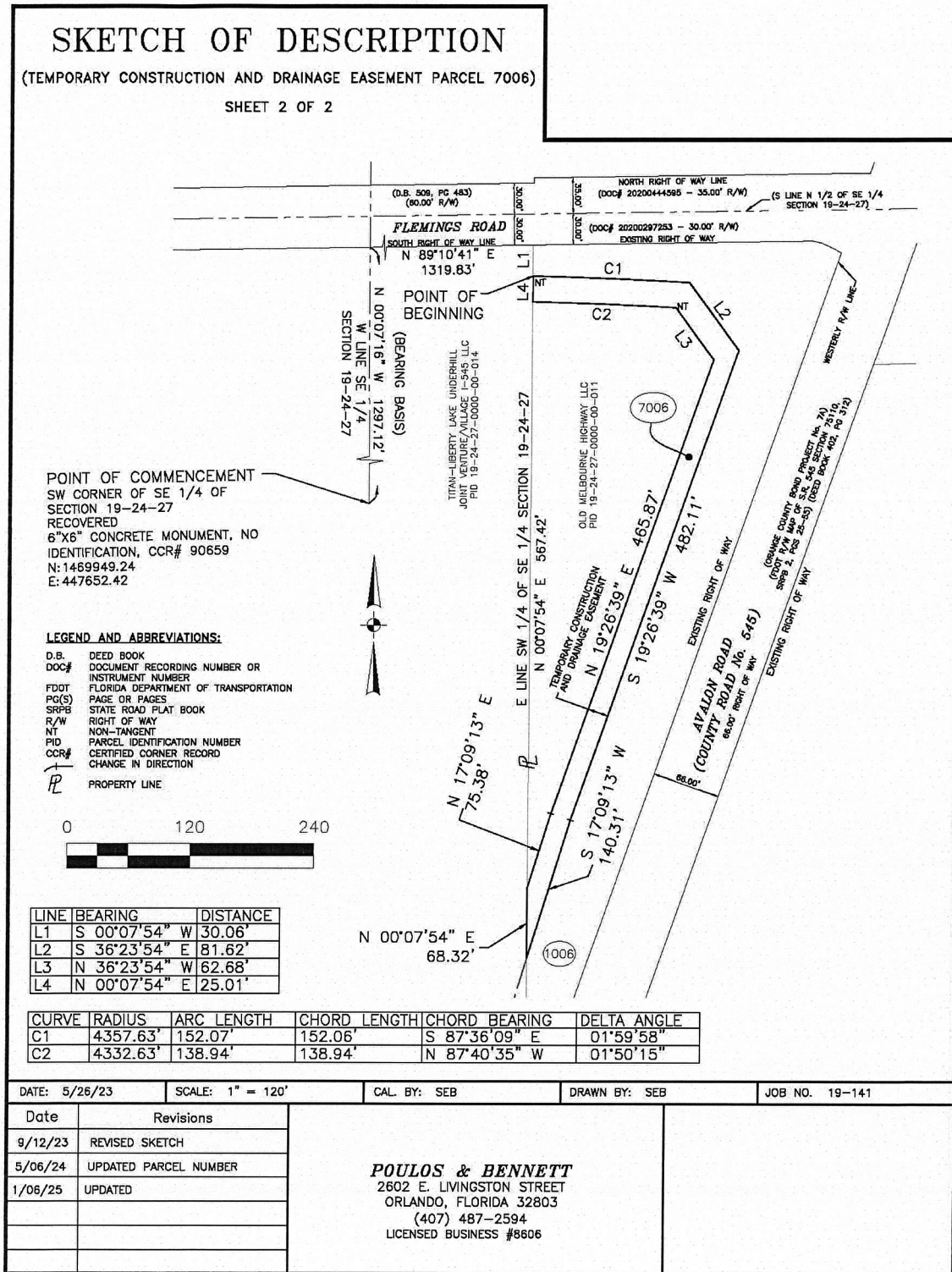
1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING N00°07'16"W A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT), EAST ZONE, REFERENCED TO NGS CONTROL POINTS GIS 0250 ROY BARTH 3 (N:1472568.84, E:444846.56) AND E160 ROSE (N:1458423.76, E:450660.25).
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
4. THIS IS NOT A SURVEY.

CERTIFICATION TO:

Old Melbourne Highway, LLC  
 Orange County, Florida  
 M/I Homes of Orlando, LLC  
 Fidelity National Title Insurance Company  
 First American Title Insurance Company

DATE: 05/26/23		SCALE: N/A	CAL BY: SEB	DRAWN BY: SEB	JOB NO. 19-141
Date	Revisions		<b>FLEMINGS ROAD SEGMENTS 5 &amp; 6</b>  <b>POULOS &amp; BENNETT</b> 2602 E. LIVINGSTON STREET ORLANDO, FLORIDA 32803 (407) 487-2594 LICENSED BUSINESS #8606		
9/12/23	REVISED SKETCH				
5/06/24	UPDATED PARCEL NUMBER				
1/06/25	UPDATED				
I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 63-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES.			 STEVEN E. BLANKENSHIP P.S.M. #5361 STATE OF FLORIDA		

Project: Flemings Road - Village I (RAC), Segments 5 & 6  
 Parcels: 1006 and 7006





Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

**EXHIBIT C**  
**FORM OF DEED**

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

, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
a portion of

**Instrument:**

**Project:** Flemings Road  
Village I (RAC), Segments 5 & 6

**SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED**, made as of the date signed below, by <owner's name>, a <state / type of entity>, whose address is \_\_\_\_\_, 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, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

**SEE ATTACHED EXHIBIT A**

**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 said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR but not otherwise, and GRANTOR conveys title to the land subject to the matters enumerated in **EXHIBIT B** attached hereto ("Permitted Encumbrances") the reference to which shall not operate to reimpose same, and taxes accruing subsequent to December 31, 2024.



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

Instrument:  
Project: Flemings Road  
Village I (RAC), Segments 5 & 6

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

Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

<Name>,  
a <state type of entity>

Signature

By: [Company name],  
a [type of entity],  
its [Manager]

Print Name

By: [Company name],  
a [type of entity],  
its [Manager]

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

Print Name

WITNESS #2

Signature

Title

Print Name

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, [add the Entities listed above in reverse order] on behalf of the <type of entity>. The individual ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: \_\_\_\_\_

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



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

Instrument:  
Project: Flemings Road  
Village I (RAC), Segments 5 & 6

**EXHIBIT A**

**[SKETCH OF DESCRIPTION]**

Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

Instrument:  
Project: Flemings Road  
Village I (RAC), Segments 5 & 6

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

**EXHIBIT D**  
**FORM OF TEMPORARY CONSTRUCTION EASEMENT**



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

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

\_\_\_\_\_, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**  
a portion of

**Instrument:**

**Project:** Flemings Road  
Village I (RAC), Segments 5 & 6

**NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT**

**THIS INDENTURE**, made as of the date signed below, between <owner's name>, a <state / type of entity>, whose address is \_\_\_\_\_, 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 \$10.00 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 non-exclusive temporary construction easement more particularly defined in **SCHEDULE B** attached over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

**SEE ATTACHED SCHEDULE A**

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 claiming by, through or under GRANTOR but not otherwise.



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

Instrument:  
Project: Flemings Road  
Village I (RAC), Segments 5 & 6

By acceptance of this easement, the GRANTEE agrees that upon expiration or termination of this easement, that it will execute, upon the request of the GRANTOR, a Notice of Termination of Non-Exclusive Temporary Construction Easement in recordable form and deliver the same to the GRANTOR, or its assigns, for recording in the Public Records of Orange County, Florida, at the sole cost of the GRANTOR

The Manager of Real Estate Management is delegated the authority on behalf of the County to sign the Notice of Termination of Non-Exclusive Temporary Construction Easement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

Instrument:  
Project: Flemings Road  
Village I (RAC), Segments 5 & 6

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

Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

**WITNESS #1**

<Name>,  
a <state type of entity>

Signature

By: [Company name],  
a [type of entity],  
its [Manager]

Print Name

By: [Company name],  
a [type of entity],  
its [Manager]

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

Signature

Print Name

Title

**WITNESS #2**

Signature

Print Name

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, **add the Entities listed above in reverse order** on behalf of the <type of entity>. The individual ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Stamp)

Notary Signature

Print Notary Name

Notary Public of: \_\_\_\_\_

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



Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

Instrument:  
Project: Flemings Road  
Village I (RAC), Segments 5 & 6

**SCHEDULE A**

[INSERT SKETCH OF DESCRIPTION]

Project: Flemings Road - Village I (RAC), Segments 5 & 6  
Parcels: 1006 and 7006

Instrument:  
Project: Flemings Road  
Village I (RAC), Segments 5 & 6

**SCHEDULE B**

**5037 FLEMINGS ROAD PARCEL 7006**

**NON-EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT**

Parcel 7006 is being acquired as a temporary, non-exclusive temporary construction easement with full authority to enter upon the lands described in attached Schedule "A" ("Easement Area") for the purpose of tying in and harmonizing the existing grade with the adjacent roadway. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands. Also, with full authority to enter upon, construct as the GRANTEE and its assigns may deem necessary, a swale and related grading, over, under, and upon the following lands as described in Schedule "A".

Parcel 7006 is also being acquired as a temporary non-exclusive easement for drainage purposes, with full authority to enter upon, construct, operate, and maintain, as the GRANTEE and its assigns may deem necessary, a stormwater drainage swale and related grading, under, and upon the Easement Area; provided, however, that any such stormwater drainage swale and related grading shall be constructed in accordance with the Plans for the Project as approved by Orange County. References herein to the "Project" refer to Flemings Road – Village I Segments 5 and 6. following lands as described in Schedule "A".

Except as expressly set forth herein, the GRANTOR reserves the right to utilize the Easement Area for any purpose which does not interfere with the use of thereof by GRANTEE for the purposes set forth herein.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.

This easement shall expire upon the completion of the construction on the project adjacent to the Easement Area or after SEVEN (7) years, whichever occurs first.