



**Interoffice Memorandum**

July 16, 2018

**TO:** Mayor Teresa Jacobs  
and Board of County Commissioners

**FROM:** Raymond E. Hanson, P. E., Director  
Utilities Department

A handwritten signature in black ink, appearing to read "RH", positioned to the right of the "FROM:" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
July 31, 2018 BCC Meeting  
4 TON LLC, v. Orange County, Florida Case No.: 2016-Ca-003102-O;  
4 TON LLC v. Orange County, Florida, Case No.: 2017-CV-74-A-O;  
and 4 TON LLC v. Orange County, Florida, Case No.: 2017-CA-004579**

**Contacts: Todd Swingle, P. E.  
Deputy Director, Utilities Department  
407-254-9880**

**William C. Turner, Jr.  
Assistant County Attorney  
407-836-7320**

This consent agenda item requests authorization from the Board of County Commissioners ("BCC") for the settlement of lawsuits concerning damage to real property around a water main owned and operated by Orange County, and an agreement by Orange County to purchase that same real property to better repair and maintain a Conserv II reclaimed water main that is also located in the same vicinity. Specifically, the BCC is asked to approve (1) the Release of All Claims and Settlement Agreement (which settles the lawsuits); (2) the Contract for Sale and Purchase (by which the County, for Conserv II, acquires the real property); and (3) approval of the Warranty Deed.

4 TON owns residential property in Orange County, located at 3814 Winderlakes Drive, Orlando, Florida. While Orange County has denied the claims brought by 4 TON, 4 TON has nevertheless brought three lawsuits against Orange County in connection with 4 TON's real property. 4 TON alleges its property sustained damaged on or about September 11, 2015, caused by a broken water main on the Orange County system, resulting in flooding and/or sinkhole activity. Orange County, in denying 4 TON's claims, has obtained evidence demonstrating that the sinkhole caused the Orange County water main to break, and Orange County is not responsible for any damage to 4 TON's residential property. The sinkhole activity also damaged a Water Conserv II reclaimed water main located in the same vicinity.

Orange County staff has determined that the damaged Conserv II reclaimed water main needs to be better repaired and maintained, and that the most cost-effective way to do so is to acquire the real property belonging to 4 TON, which is the subject of 4 TON's lawsuits. By acquiring this property, Conserv II will have better access to the damaged reclaimed water main and can conduct repairs and future maintenance at the lowest cost for the most reliable service.

Orange County and Conserv II agree to pay 4 TON \$225,000 to obtain fee simple title to the real property at issue. This amount is below the appraised value of the property prior to the damage sustained on September 11, 2015, as reflected in appraisals obtained by Orange County's Real Estate Management Division, which valued the property last year based on an assumption that the damage had not occurred. 4 TON has agreed to release Orange County from 4 TON's claims and to dismiss its lawsuits with prejudice.

The City of Orlando, by separate agreement, will participate in defraying costs of acquiring the real property, since the acquisition of the property ultimately benefits Conserv II, a joint venture between Orange County and the City of Orlando. The City will pay \$87,500, based on an assumed value to Orange County alone of \$50,000 for settling lawsuits brought only against Orange County ( $\$225 - \$50 = \$175$ ), divided by 2.

The County Attorney's Office recommends approval of the Release of All Claims and Settlement Agreement and approval of the Contract for Sale and Purchase. Orange County Utilities staff recommends approval.

**Action Requested:**                    **Approval and execution of Release of All Claims and Settlement Agreement between 4 TON, LLC and Orange County; approval of Contract for Sale and Purchase between 4 TON, LLC and Orange County and Warranty Deed; and authorization to execute necessary documents and to fulfill terms of Release of All Claims and Settlement Agreement and Contract for Sale and Purchase and to disburse funds to pay purchase price and closing costs and perform all actions necessary and incidental to closing.**

**District 1.**

BCC Mtg. Date: July 31, 2018

**RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT**

This RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT (the "Agreement" or "Release") is made by 4 TON, LLC ("4 TON"), and Orange County, a political subdivision of the State of Florida ("Orange County") as follows:

**RECITALS**

WHEREAS, 4 TON is the owner of a parcel of real property and single-family residence located at 3814 Winderlakes Drive, Orlando, Florida (the "Property"); and

WHEREAS, 4 TON has brought several actions against Orange County in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, styled, *4 TON, LLC v. Orange County, Florida, Case Number: 2016-CA-003102-O*; *4 Ton LLC v. Orange County, Florida, Case No.: 2017-CV-74-A-O*; and *4 Ton LLC v. Orange County, Florida, Case No.: 2017-CA-004579* (the "Actions"); and

WHEREAS, 4 TON alleged that the Property sustained damage on or about September 11, 2015, as a result of a broken water main, flooding and/or sinkhole activity (the "Incident"); and

WHEREAS, 4 TON alleged that, as a result of the Incident, the Property sustained structural damage rendering the premises uninhabitable and otherwise seriously diminishing the value of the Property, all which constituted damages sustained by 4 TON (the "Damages"); and

WHEREAS, 4 TON asserted various claims and causes of action against Orange County including claims for inverse condemnation, trespass, duty to maintain, duty to properly construct, and duty to disclose and warn; and

WHEREAS, Orange County has denied and continues to deny any and all wrongful acts or omissions and further denies any responsibility for any injury, harm, or the Damages alleged; and

WHEREAS, 4 TON and Orange County (the "parties") desire to compromise and settle any and all claims or disputes between them and fully and finally resolve any and all claims which have, or could have been, asserted in the Actions; and

WHEREAS, 4 TON understands and agrees that this Agreement and settlement is subject to review and approval by the Board of Commissioners for Orange County, Florida, and that if this Agreement is not approved by the Board of Commissioners, this Agreement is void and of

no force and effect; and

WHEREAS, in consideration of this Agreement and Release, Orange County has agreed to purchase, and 4 TON has agreed to sell, the Property for the sum of Two Hundred and Twenty-Five Thousand and 00/100 Dollars (\$225,000) (the "Contract for Sale and Purchase") in full and complete compromise and settlement of any and all claims asserted, or which could have been asserted, in the Actions which in any way arise out of, or which in any way relate to the Incident or Damages.

NOW, THEREFORE, IT HAS BEEN AGREED THAT ALL OF ABOVE RECITALS ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN, AND 4 TON AND ORANGE COUNTY HEREBY AGREE AS FOLLOWS:

1. RELEASE OF ALL CLAIMS

4 TON, for and in consideration of the agreement by Orange County to enter into the Contract for Sale and Purchase as stated in Section 2 of this Agreement, does hereby remise, release and forever discharge Orange County, a political subdivision of the State of Florida, its successors and assigns from any and all manner of actions, claims, or causes of action, including any and all claims or causes of action for inverse condemnation, trespasses, contracts, controversies, nuisances, attorney's fees, costs, lost profits, expenses, demands, injury or damages, whatsoever, arising in law or equity, which 4 TON or 4 TON's owners, members, successors, managers, or assigns, hereafter can, shall, or may have, against Orange County, its agents, employees, managers, attorneys, successors and assigns (collectively, the "Released Parties") which arise out of, or which are in any way related to, the Incident or Damages, or any other alleged injury or damages, whether actual or consequential, relating to the Property including, but not limited to, any and all claims or causes of action asserted, or which could have been asserted, in the Actions.

2. CONTRACT FOR SALE AND PURCHASE

In accordance with the terms and conditions of this Agreement, 4 TON and Orange County, by the through their duly authorized representatives, shall enter into a Contract for the Sale and Purchase of the property in the form of the contract for sale and purchase attached hereto as Exhibit "A" to this Agreement. This Agreement shall be executed and delivered by 4 TON on or before the closing date of the Contract for Sale and Purchase.

3. DENIAL OF LIABILITY

This Agreement is a compromise of disputed claims, which 4 TON may have against the Released Parties. Nothing herein shall be construed as an admission of liability of any kind by any of the Released Parties, for any purpose whatsoever.

4. UNKNOWN AND UNSUSPECTED INJURIES OR CONSEQUENCES

4 TON recognizes, stipulates and agrees that the Damages allegedly attributed to the Incident which form the basis of the Actions may be or become more extensive, significant and greater than is presently expected or anticipated.

5. ATTORNEY'S FEES

Each party shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with the Actions, this Agreement and the matters and documents referred to herein, including the filing of a dismissal of the Actions with prejudice and all related matters.

6. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of 4 TON and the Released Parties. 4 TON warrants and represents that it is fully authorized to execute and enter into this Agreement.

7. LEGAL PROCEEDING

Within ten (10) days following the closing date for the Contract for Sale and Purchase, 4 TON shall file a dismissal of the Actions against all parties, with prejudice.

8. INDEPENDENT LEGAL ADVICE

4 TON warrants, represents and agrees that in executing this Release it has done so with full knowledge of its rights with respect to the Released Parties and that it has received and/or have had the opportunity to receive independent legal advice as to those rights.

9. ENTIRE AGREEMENT

This Agreement and the Contract for Sale and Purchase set forth as Exhibit "A" to this Agreement set forth the entire, final and complete agreement and understanding of 4 TON and

Orange County with respect to the Actions. All prior discussions, negotiations, commitments and understandings relating to the Actions are merged herein. 4 TON declares and represents that no promise, inducement or agreement not expressed herein has been made to 4 TON. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver hereunder.

10. APPLICABLE LAW AND FORUM

This Release will be interpreted under, and enforced in accordance with, the laws of the State of Florida without regard to conflicts of law. If litigation is commenced to enforce any terms of this Release or in which this Release is raised as a defense, the parties hereby agree that venue and jurisdiction of any litigation will be vested solely in a court of competent jurisdiction sitting in Orange County, Florida, and agree to accept service of process outside of the State. The parties expressly agree to waive trial by jury in any such legal proceeding.

*(This page left intentionally blank)*

Signed this 8 day of August, 2018.

WITNESSES:

[Signature]  
[Signature]

4 TON, LLC, a Florida limited Liability Company

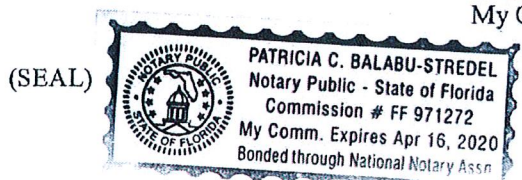
Ricardo Tonus  
Ricardo Tonus, Authorized Member

Ricardo Tonus  
Printed Name

STATE OF FLORIDA )  
COUNTY OF Orange )

BEFORE ME, the undersigned authority, personally appeared Ricardo Tonus, who is personally known to me or who has produced FL Driver License as identification, and who, being first by me duly sworn, acknowledged that he is the person duly authorized to execute the foregoing and that he executed same in my presence this 8 day of August, 2018.

[Signature]  
Notary Public  
My Commission Expires: 04/16/2020



Signed this \_\_\_\_\_ day of JUL 31 2018, 2016.

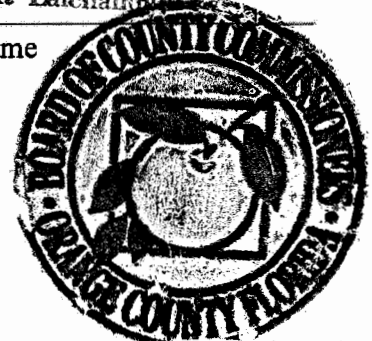
WITNESSES:

ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida

Kate Sweet  
Craig A. Stopyra

Ajit Lalchandani  
Authorized Representative

Ajit Lalchandani  
Printed Name



STATE OF FLORIDA )  
COUNTY OF Orange )

BEFORE ME, the undersigned authority, personally appeared Ajit Lalchandani, who is personally known to me or who has produced \_\_\_\_\_ as identification, and who, being first by me duly sworn, acknowledged that he/she is the person duly authorized to execute the foregoing and that he/she executed same in my presence this \_\_\_\_\_ day of JUL 31 2018, 2018.



CRAIG A. STOPYRA  
MY COMMISSION # FF 199641  
EXPIRES: February 15, 2019  
Bonded Thru Budget Notary Services

(SEAL)

Craig A. Stopyra  
Notary Public  
My Commission Expires: Feb. 15, 2019



BCC Mtg. Date: July 31, 2018

Project: Water Conserv II (3814 Winderlakes Dr)  
Parcel: 101

## CONTRACT FOR SALE AND PURCHASE

**COUNTY OF ORANGE  
STATE OF FLORIDA**

THIS CONTRACT made between 4TON 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 referred to as Parcel 101 and described on Exhibit "A" attached hereto for the above referenced project and SELLER agrees to furnish said land.

### Property Appraiser's Parcel Identification Number

11-23-28-9337-01-190

NOW, THEREFORE, the parties hereto agree as follows:

1. SELLER agrees to sell and convey said land unto BUYER by Warranty Deed, free and clear of all liens and encumbrances, for the total sum of **Two Hundred Twenty-Five Thousand and NO/100 Dollars (\$225,000.00)**.
2. This transaction shall be closed and the deed and other closing papers delivered on or before 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 Parcel 101 BUYER, through its agents, shall have the right to enter upon Parcel 101 for the purpose of performing such activities, provided said activities shall not materially damage said land
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. 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

Project: Water Conserv II (3814 Winderlakes Dr)  
Parcel: 101

interest hereunder, and the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

- B. Documentary stamp tax shall be paid by SELLER. SELLER shall pay for recording the deed, and for the recording for any and all other instruments necessary to cure or clear title.
  - C. Title insurance is to be paid by BUYER.
  - D. Survey is to be paid by BUYER.
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 Parcel 101.
  - B. SELLER shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.
  - C. 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 1 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 BUYER 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 101 (as described the recital above).
  - D. SELLER will surrender possession of Parcel 101 at time of closing.

Project: Water Conserv II (3814 Winderlakes Dr)  
Parcel: 101

- E. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this CONTRACT and incorporated herein by this reference.
- F. 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.
- G. 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 Parcel 101 from SELLER. 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 said land in the amount of the purchase price (hereinafter referred to as the "Commitment"), evidencing that marketable fee simple title to said land 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 are unacceptable to BUYER in its sole discretion; BUYER shall notify SELLER of that fact in writing on or before thirty (30) days following BUYER's receipt of the Commitment. Such written notice 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 said land and accept a conveyance of SELLER's title thereto subject to and notwithstanding the existence of the Title Defects 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, or in the event that BUYER decides for any other reason that BUYER is unwilling to acquire said land from SELLER, upon giving written notice of that fact to SELLER 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.
- H. Survey. Within sixty (60) days of the Effective Date of this CONTRACT, BUYER may obtain a current boundary survey of Parcel 101. 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, the same

Project: Water Conserv II (3814 Winderlakes Dr)  
Parcel: 101

shall be and constitute the "Survey" for purposes of this CONTRACT and legal description of said land set forth on the Survey may be utilized in the documents of conveyance and 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.

- I. Recitals. The recital set forth above are true and correct and form a material part of this CONTRACT.

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

**SELLER**

4TON LLC, a Florida limited liability company


  
Ricardo Tonus, Authorized Member

Post Office Address  
7901 Kingspointe Parkway, Suite 17  
Orlando, Florida 32819

DATE: 05/22/2018

**BUYER**

Orange County, Florida

BY:   
Paul Sladek, Manager of Real Estate  
Management Division, on behalf of  
Orange County, Florida

DATE: 8/13/18

VGW 3/6/18

Project: Water Conserv II (3814 Winderlakes Dr)  
Parcel: 101

**EXHIBIT "A"**

Parcel 101

Lot 119, Winderlakes Two, according to the plat thereof, as recorded in Plat Book 9, Page 145 and 146 of the Public Records of Orange County, Florida.



Project: Water Conserv II (3814 Winderlakes Dr)  
Parcel: 101

## 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, the 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 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 is automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or testing results are unacceptable to Orange County, then this CONTRACT shall be terminated upon notice to SELLER of such unacceptability with no party to this CONTRACT having any further liability to any other.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

JUL 31 2018

Prepared by  
Jennifer Nendza, an employee of  
**First American Title Insurance Company**  
2233 Lee Road, Suites 101 & 110  
Winter Park, Florida 32789  
(407)691-5200

Return to: Grantee

File No.: 2021-4111828

**WARRANTY DEED**

This indenture made on November 8 2018 A.D., by

**4TON LLC, a Florida limited liability company**

whose address is: **6965 Piazza Grande Ave Ste 211 Orlando, FL 32835**  
hereinafter called the "grantor", to

**Orange County, a Charter County and a political subdivision of the State of Florida**

whose address is: **P.O. Box 1393, Orlando, FL 32802**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Orange County, Florida**, to-wit:

Lot 119, WINDERLAKES TWO, according to the plat thereof, as recorded in Plat Book 9, Pages 145 and 146 of the Public Records of Orange County, Florida.

Parcel Identification Number: **11-23-28-9337-01-190**

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2018.

**In Witness Whereof**, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

4TON LLC, a Florida limited liability company

By: Ricardo Tonus  
Name: Ricardo Tonus  
Title: Authorized Member

Signed/sealed and delivered in our presence:

Rickey P. Peck  
Witness Signature  
Print Name: Rickey P. Peck

Carlos J. Bonilla  
Witness Signature  
Print Name: CARLOS J BONILLA

State of **Florida**

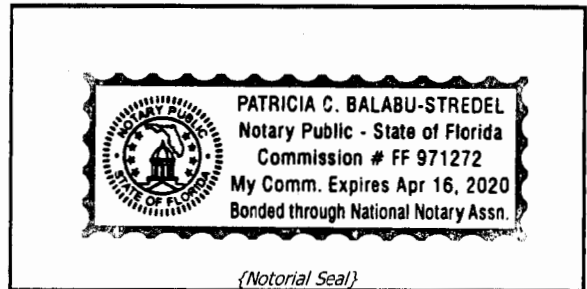
County of **Orange**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on November 6, 2018, by **Ricardo Tonus, as Authorized Member, on behalf of 4TON LLC, a Florida limited liability company,** existing under the laws of the State of **Florida**, who is/are personally known to me or who has/have produced a valid driver's license as identification.

Patricia C. Balabu-Stredel  
Notary Public

Patricia C. Balabu STREDEL  
(Printed Name)

My Commission expires: 04/16/2020



{Notarial Seal}