



Interoffice Memorandum

**REAL ESTATE MANAGEMENT ITEM 7**

**DATE:** November 1, 2023

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**THROUGH:** Mindy T. Cummings, Manager *MTC*  
Real Estate Management Division

**FROM:** Steve Cochran, Acquisition Agent *SC/MTC*  
Real Estate Management Division

**CONTACT PERSON:** **Mindy T. Cummings, Manager**

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

**ACTION REQUESTED:** Approval and execution of Donation Agreement by and between JTD Land at Wynwood, LLC and Orange County, Florida, approval of Warranty Deed by JTD Land at Wynwood, LLC and Orange County, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for in the Donation Agreement, disburse funds to pay title insurance, perform all actions necessary and incidental to closing, and authorization to record instrument.

**PROJECT:** Lake Apopka Connector Trail Segment 9 Wynwood PD  
  
District 2

**PURPOSE:** To provide for access, construction, and maintenance, as a requirement of development.

Real Estate Management Division

Agenda Item 7

November 1, 2023

Page 2 of 2

**ITEMS:** Donation Agreement (Parcel 101)

Cost: Donation

Size: 1.52 Acres

Warranty Deed (Instrument 101.1)

**BUDGET:** 1050-062-1801-3148

**FUNDS:** \$1,805 Payable to The Closing City  
(for title insurance and closing costs)

**APPROVALS:** Real Estate Management Division  
Parks and Recreation Division

**REMARKS:** The Parks and Recreation Division is requesting the acquisition of this property to facilitate the construction of the Lake Apopka Trail and the connection to the West Orange Trail.

Grantor to pay all recording fees and documentary stamps.

NOV 14 2023

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

### DONATION AGREEMENT

THIS DONATION AGREEMENT (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between JTD Land at Wynwood, LLC, a Florida limited liability company (the “**Owner**”) and Orange County, Florida, a charter county, and political subdivision of the State of Florida (“**County**”).

### RECITALS

- A. Owner owns the following real property in City of Ocoee, Orange County:

Property Appraiser’s Parcel Identification Number  
a portion of **34-21-28-0000-00-022**  
(Hereinafter referred to as the “**Property**”)

- B. Owner as a condition to the City of Ocoee Ordinance No. 2019-012 of its CLRM Planned Unit Development Annexation, Rezoning and Large- Scale Comprehensive Plan Amendment Project AX-09-18-77, RZ-18-09-15 , and CPA-2018-008 and as approved on November 11, 2019 (“**Permit**”) is required to donate the Property to the County, consisting of approximately 1.52 acres, as further described in the attached legal description, **Exhibit A**, incorporated herein by reference (the “**Property**”). Such legal description may be updated when the Survey (as defined in Section 8 below) is approved.
- C. The conveyance of the Property from Owner to County shall also include: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Owner’s rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Owner’s rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Owner’s rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; (vi) any and all riparian and other water rights relating to such Property; and (vii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property which County approves.

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

- D. Without limiting the generality of the foregoing, the Property is unimproved as of the Effective Date.
- E. On the terms and conditions set forth herein, Owner wishes to convey to County, and County agrees to accept from Owner, the Property, pursuant to the terms of the conditions of the Permit.

NOW, THEREFORE, in consideration of the issuance of the Permit, 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 Owner agree as follows:

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

2. **Agreement.** Owner agrees to convey the Property to County, and County agrees to accept the Property from Owner, pursuant to the terms and conditions set forth in this Agreement. The parties agree that the donation is a condition of the Permit, more specifically paragraph 5 of the Permit.

3. **Effective Date.** This Agreement is effective upon the mutual execution of the Owner and the Orange County Board of County Commissioners. The effective date of this Agreement (the "Effective Date") shall be the later of: (i) the date this Agreement is executed by Owner; **and** (ii) the date this Agreement is approved and executed by the Orange County Board of County Commissioners (the "Board").

4. **Closing Date and Location.** Unless otherwise agreed in writing between County and Owner, the closing of the purchase and sale of the Property contemplated herein ("Closing") shall be a "mail away" closing and all documents and funds necessary for Closing shall be received by the Title Company (as defined below) (the "Closing Agent") on or before **thirty (30) days** after the expiration of the Inspection Period (the "Closing Date") (except to the extent that the Closing Date is extended by other provisions of this Agreement).

5. **Closing Costs.** The following costs are required to complete the transaction contemplated pursuant to this Agreement (the "Costs"). The Costs are allocated between the Owner and County as follows:

Cost	Paid by Owner	Paid by County
Recording Fees for Documents of Conveyance	Yes	No
Documentary Stamps	Yes	No
Title Insurance	No	Yes
Closing Agent Fee	Yes (1/2)	Yes (1/2)

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Survey	No	Yes
Recording fees for any instruments required by title commitment to clear title	Yes	No
Environmental Study Assessment (ESA)	Yes	No

6. **Prorations.** 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 Owner pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Owner for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Owner 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. **Commitment.** Within a reasonable time, but no later than twenty (20) days following the Effective Date, Owner shall, at Owner's expense, obtain an ALTA title insurance commitment for an Owner's Title Insurance Policy (ALTA commitment July 1, 2021), in an amount as reasonably determined by a cost estimate prepared by County's Real Estate Management Division, with an effective date on or after the Effective Date, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the "**Commitment**") issued by a title company licensed to do business in the state of Florida (the "**Title Company**"). The Commitment shall evidence that, upon execution, delivery, and recordation of the Warranty 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 the Property, subject only to the Permitted Exceptions (hereinafter defined).

8. **Survey.** Within thirty (30) days of the Effective Date of this Agreement, The County shall provide a current boundary survey of the Property (the "**Survey**"). The Survey shall be certified to County and the Title Company and be prepared in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon County's and Owner's approval of the Survey, the same shall be and constitute the "**Survey**" for purposes of this Agreement and the legal description of the Property 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 County hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to County, in its sole discretion, these shall be treated as Objections (hereinafter defined). The draft of the Survey will be reviewed by the County Surveyor, or his subordinate and comments/revisions will be given to the consultant before finalizing.

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9. **Warranty Deed.** At Closing, Owner shall execute and deliver to County a Special Warranty Deed, conveying marketable title to the Property to County, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions (the “**Warranty Deed**”). The Warranty Deed shall be in substantially the form attached to this Agreement as **Exhibit B**. All warranties contained in the Warranty Deed relate solely to the state of ownership of title to the Property and not to the condition of the Property.

10. **Conditions.** The Closing of this Agreement is conditioned upon:

10.1 **Title Review.**

10.1.1 **Objection Period.** Within seventy-five (75) days after the Effective Date (the “**Objection Period**”), County may deliver to Owner written notice of any title or survey matters which are not acceptable to County in its sole and absolute discretion (the “**Objections**”).

10.1.2 **Response Period.** If County raises any Objections, then Owner shall, within ten (10) days after receipt of County’s Objections, (the “**Response Period**”) notify County in writing as to whether or not Owner, at Owner’s expense, agrees to cure any of the Objections and, if so, which Objections Owner agrees to cure. If Owner 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 Owner is unable or unwilling to attempt to cure any of the Objections.

10.1.3 **Cure Period.** If Owner agrees to cure any of the Objections, then Owner, at Owner’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 Owner completes the cure of any Objection, Owner shall notify County in writing of the same; if Owner does not notify County on or before expiration of the Cure Period that Owner has cured a particular Objection that Owner has agreed to cure, it shall be presumed Owner has been unable to do so. For avoidance of doubt, County acknowledges that Owner has no obligation whatsoever to cure or to attempt to cure any Objections – except to the extent that Owner hereafter agrees to cure or to attempt to cure any Objections in accordance with Section 10.1.2.

10.1.4 **Remedies.** In the event that Owner elects (or is deemed to have elected) to not attempt to cure any Objection, then County shall elect, by written notice to Owner delivered at or prior to the expiration of the Inspection Period, to either: (i) terminate this Agreement; or (ii) waive such uncured Objections, whereupon such uncured Objections shall be deemed to be Permitted Exceptions. If, after the exercise of reasonable and diligent efforts, Owner has been unable (or deemed to be unable) to cure any Objection (that Owner has agreed to cure) within the Cure Period, then County shall elect, by written notice to Owner 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.

10.1.5 **Permitted Exceptions.** Any title or survey matters that County does not object to on or before the expiration of the Objection Period, together with any and all uncured



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Objections which County elects to waive in writing, shall be deemed permitted exceptions (“Permitted Exceptions”).

10.1.6 **Inspection Period.** County shall have **one hundred and twenty days (120) days** after the Effective Date, (the “**Inspection Period**”) to determine whether County is willing to accept title to and acquire the Property from Owner. Owner agrees that during the Inspection Period, County shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Property, as described in the **Due Diligence Contingency**, attached hereto as **Exhibit C**, which is a material condition of this Agreement and incorporated herein by this reference. County, through its agents, shall have the right to enter upon the Property for the purpose of performing such activities, provided said activities shall not materially damage the Property. If during the Inspection Period County decides, for whatever reason, in County’s sole and absolute discretion, not to proceed with the donation of the Property, County may, in County’s sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Owner prior to the expiration of the Inspection Period.

10.3 **Closing Documents.** Closing is contingent upon delivery from Owner to County, in recordable form, all instruments necessary to convey the Property as referenced in this Agreement, as well as payment for the documentary stamp tax, referenced above. Such documents shall be executed and delivered to the Closing Agent on or before the Closing Date.

11. **Requirements of Closing.**

11.1 **Title Update.** No sooner than **five (5) business days** prior to Closing but not later than **two (2) business days** prior to Closing, Owner 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 **ten (10) days** prior to Closing. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, Owner must satisfy the same prior to Closing at Owner’s sole cost and expense unless said new requirements were caused by an action of County. If the endorsement to the Commitment includes any exceptions in Schedule B, Section II, that are not already Permitted Exceptions, Owner must take all action necessary to delete the same prior to Closing at Owner’s sole cost and expense unless: (i) said new exceptions were caused by an action of County; or (ii) County consents in writing to the same as Permitted Exceptions prior to the Closing. Failure to satisfy said new requirements and/or delete said new exceptions shall be a default under this Agreement by Owner.

11.2 **Closing Documents.** The following fully executed documents (collectively the “**Documents of Conveyance**”) in the form contemplated herein are required to close the transaction contemplated pursuant to this Agreement:

11.2.1 Deed.

12. **Miscellaneous Provisions.**

12.1 **Notice.** All notices or deliveries required under this Agreement shall be hand-delivered or given by regular mail or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by overnight courier, one (1) business day after timely deposit with the courier service, charges prepaid; or if mailed, three (3) business days after deposit, first class postage prepaid, with the United States Postal Service. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

<b>As to Owner:</b>	<b>with a copy to:</b>
JTD Land at Wynwood, LLC 210 Hanger Road Kissimmee, Florida 34741	Craig C. Harris, Manager 210 Hanger Road Kissimmee, Florida 34741
<b>As to County:</b>	<b>with a copy to:</b>
Orange County, Florida Real Estate Management Division Attn: Manager 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

12.2 **Florida Statutes.** Owner shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

12.3 **Donation.** Owner agrees that the donation of real property as contemplated in this Agreement is required pursuant to the Permit; and therefore, cannot be considered a charitable contribution pursuant to §170 of the Internal Revenue Code, as amended (the "Code"). Owner accepts that the County will not sign IRS Form 8283 or any other form that requires the County to acknowledge the conveyance of the real property pursuant to this Agreement as a donation. This provision shall survive Closing.

12.4 **Possession.** Owner will surrender possession of the Property at closing.

12.5 **Delegation of Authority to the Manager of the Orange County Real Estate Management Division.** The Manager of the Orange County Real Estate Management Division ("Manager") with respect to this Agreement is hereby delegated the following authority on behalf of the County:

12.5.1 **Extensions; Closing.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the County, to sign amendments to this Agreement for the extension of the timeframes as set forth in Sections 4, 7, 8 and 10 above for up to 120 days, and to perform all actions necessary and incidental to closing this Agreement,



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including an extension of the Closing Date, if needed, up to 120 days or to terminate the same for cause.

**12.5.2 Terminations.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to terminate this Agreement pursuant to Section 10 above.

**12.5.3 Notices.** The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to furnish any notice required or allowed under this Agreement.

**12.6 Entire Agreement.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and County, made with respect to the matters herein contained, and when duly executed constitutes the Agreement between Owner and County. No additions, alterations, or variations to the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations, or waivers are expressly set forth in writing and duly signed.

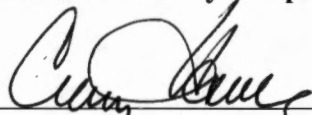
*[signatures and exhibits on following pages]*

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

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

Owner acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners.

**OWNER:**  
**JTD Land at Wynwood, LLC,**  
**a Florida limited liability company**

By: 

Printed Name: CRAIG CHARLES

Title: MANAGER

Date: 09/01/23

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD



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

*Bruno Brooks*  
for Jerry W. Demings  
Orange County Mayor

Date: *14 January 2023*

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

BY:

*Jennifer Lara-Klimetz*  
for Deputy Clerk

*Jennifer Lara-Klimetz*  
Printed Name

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

**EXHIBIT "A"**

SCHEDULE "A"

**LEGAL DESCRIPTION:**

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°14'55"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 1395.33 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF McCORMICK ROAD AS RECORDED IN DEED BOOK 389, PAGE 266 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN N89°59'48"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1313.86 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE CONTINUE N89°59'48"E ALONG SAID RIGHT OF WAY AS RECORDED IN DEED BOOK 347, PAGE 269, A DISTANCE OF 890.81 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10720, PAGE 3953 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S00°27'28"E, A DISTANCE OF 30.00 FEET; THENCE RUN S89°59'48"W, A DISTANCE OF 2205.05 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 SAID SECTION 34; THENCE RUN N00°14'55"E ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 66,146 SQUARE FEET OR 1.52 ACRES, MORE OR LESS.

**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF N89°59'48"E ALONG THE SOUTH R/W OF McCORMICK ROAD.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050--.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 03/19/2021 PER FAC 5J-17.062(2).

*William D. Donley* \_\_\_\_\_ 03/19/2021  
 WILLIAM D. DONLEY DATE  
 PROFESSIONAL SURVEYOR & MAPPER  
 LICENSE NUMBER LS 5381  
 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

(SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION  
 -OF-  
 RIGHT OF WAY  
 DEDICATION

SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



131 WEST KALEY STREET  
 ORLANDO, FLORIDA 32806  
 PHONE: 321.354.9826 FAX: 407.648.9104  
 WWW.DEWBERRY.COM  
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

JTD LAND AT WYNWOOD, LLC

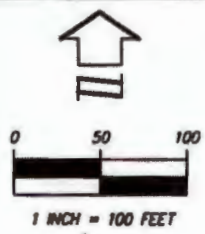
DATE: 03/05/21  
 REV DATE:  
 SCALE 1" = 100'

PROJ: 50137339  
 DRAWN BY: MT  
 CHECKED BY: WDD

PH 3/24/2021

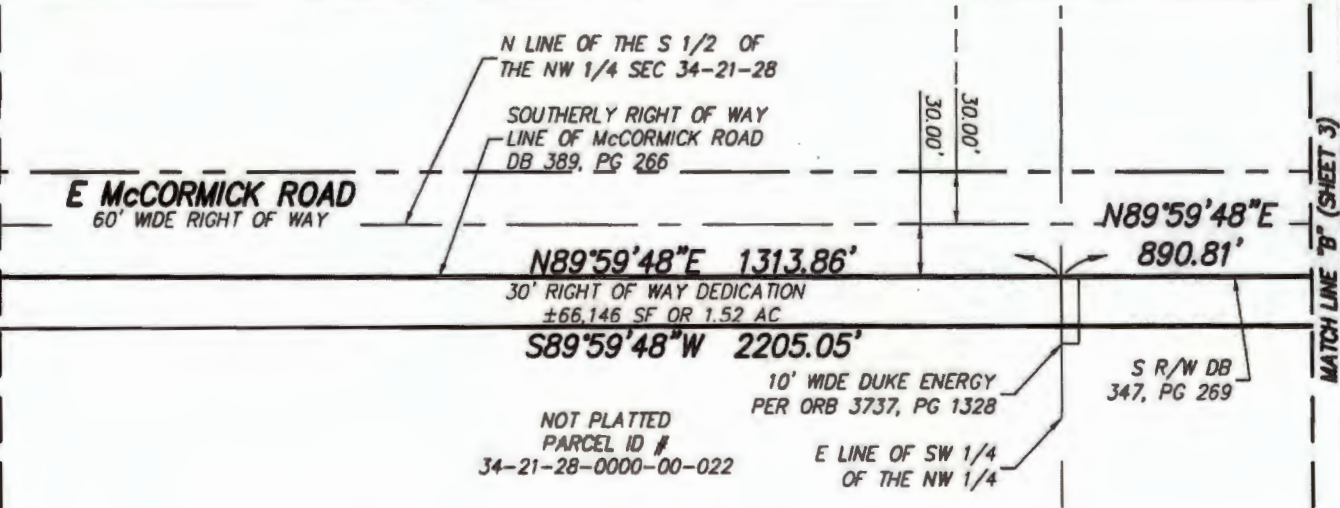
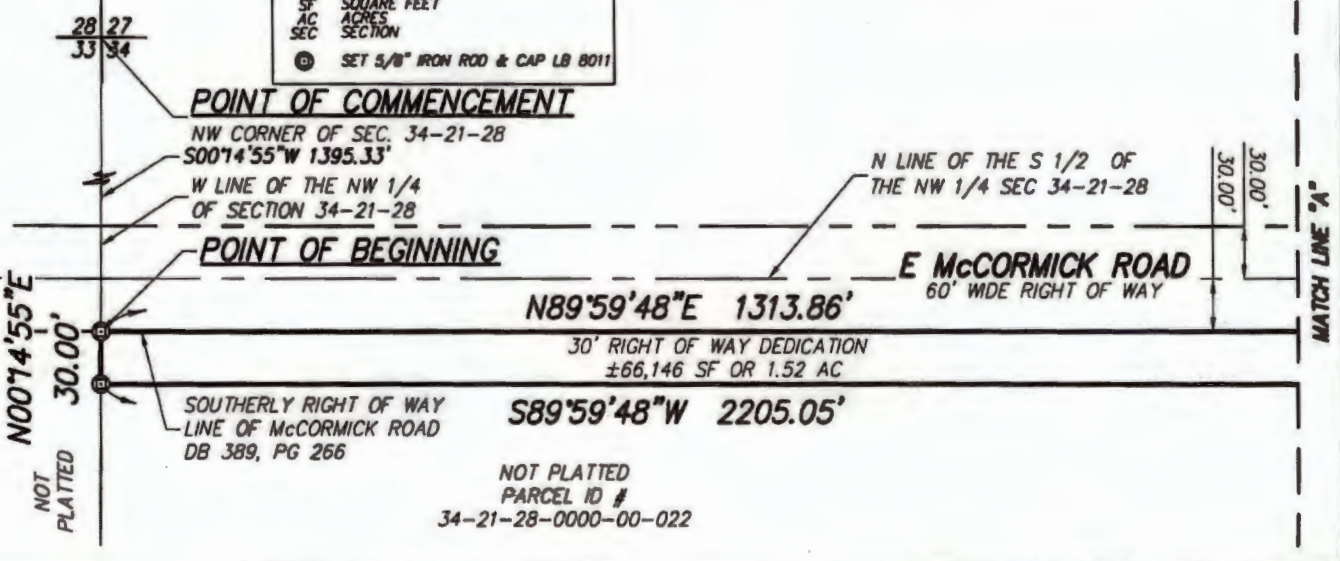
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**LEGEND:**

PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
ORB	OFFICIAL RECORDS BOOK
DB	DEED BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
L	LENGTH
SF	SQUARE FEET
AC	ACRES
SEC	SECTION
Ⓢ	SET 5/8" IRON ROD & CAP LB 8011



**SHEET 2 OF 3**

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**  
-OF-  
**RIGHT OF WAY DEDICATION**

SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST  
ORANGE COUNTY FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:  
**JTD LAND AT WYNWOOD, LLC**

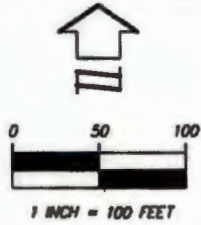
DATE: 03/05/21  
REV DATE:  
SCALE 1" = 100'

PROJ: 50137339  
DRAWN BY: MT  
CHECKED BY: WOD

24 3/30/2021

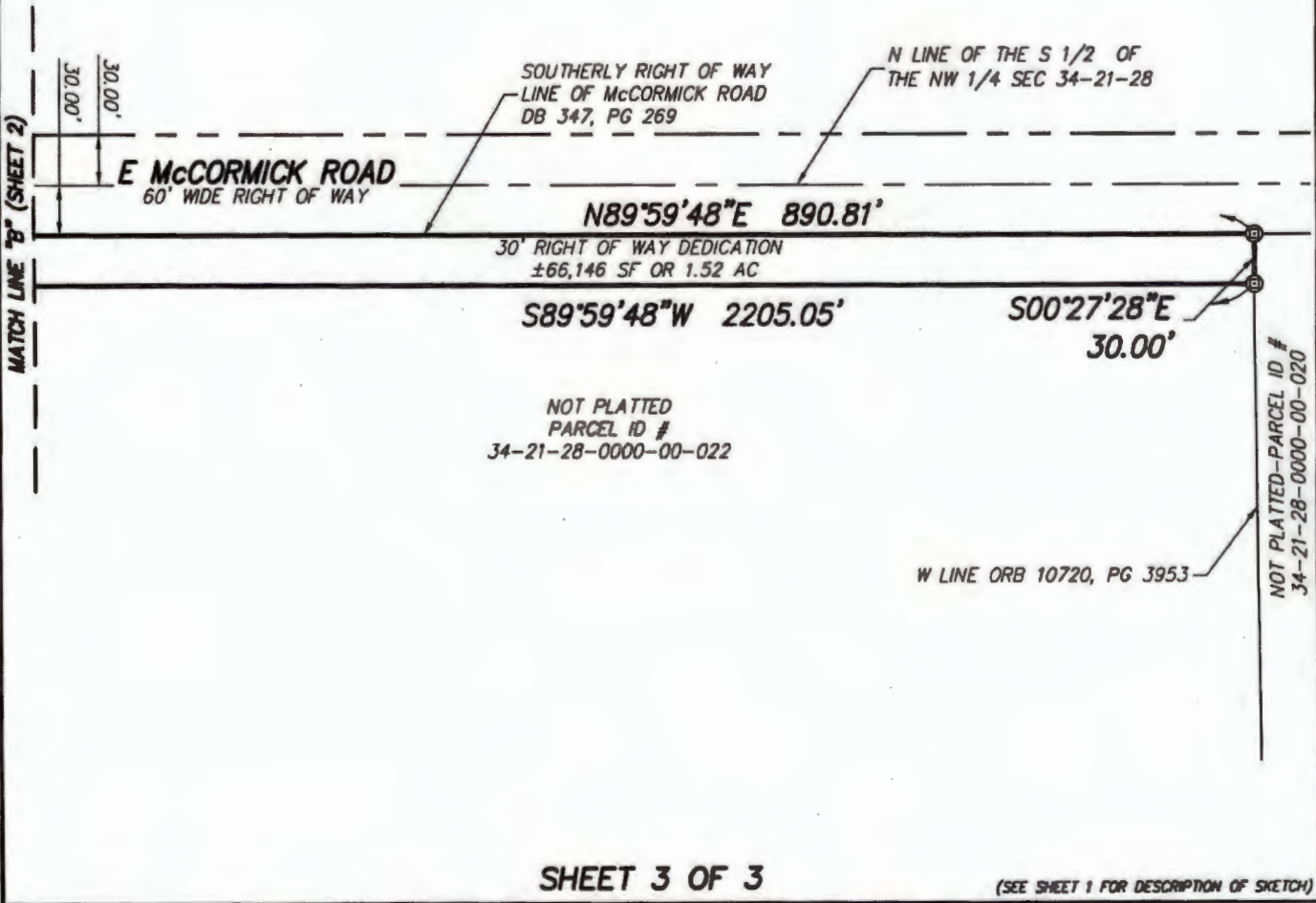
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**LEGEND:**

- LINE BREAK
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PNT POINT OF NON-TANGENCY
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- DB DEED BOOK
- PB PLAT BOOK
- PG(S) PAGE(S)
- L LENGTH
- SF SQUARE FEET
- AC ACRES
- SEC SECTION
- ⊙ SET 5/8" IRON ROD & CAP LB 8011



Drawing name: C:\Users\jnturcas\appdata\local\temp\14c7d281\Wynwood\_surbketch.dwg SHEET 3 Mar 19, 2021 12:26pm by: mtadous

MATCH LINE "B" (SHEET 2)

NOT PLATTED-PARCEL ID # 34-21-28-0000-00-020

**SHEET 3 OF 3**

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-  
**RIGHT OF WAY  
DEDICATION**

SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**JTD LAND AT WYNWOOD, LLC**

DATE: 03/05/21  
REV DATE:  
SCALE 1" = 100'

PROJ: 50137339  
DRAWN BY: MT  
CHECKED BY: WDD

RH 3/30/2021

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

**EXHIBIT "B"**

**FORM OF WARRANTY DEED**

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

THIS IS A DONATION

Instrument: 101.1Project: Lake Apopka Connector Trail Segment 9 Wynwood PD

**WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by JTD Land at Wynwood, LLC, a Florida limited liability company, whose address is 210 Hangar Road, Kissimmee, Florida 34741, 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, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

**SEE ATTACHED SCHEDULE "A"**

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

**a portion of**

**34-21-28-0000-00-022**

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 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 31, 2022.

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

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

**WITNESSES:**

**“OWNER”**

JTD Land at Wynwood, LLC,  
a Florida limited liability company

**Not For Signature**

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_, of JTD Land at Wynwood, LLC, a Florida limited liability company on behalf of the company. The individual  is personally known to me or  has produced: \_\_\_\_\_ as identification.

(Affix Notary Stamp)

**Not For Signature**

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

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

Notary Public of:

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

**Prepared by and after recording return to:**  
Mary Tiffault, 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

**Exhibit “C”**

**DUE DILIGENCE CONTINGENCY**

I. County may obtain at its sole expense a report (“**Environmental Survey**”) by a qualified consultant or consultants, including members of County’s own professional staff, (the “**Consultants**”), within ninety (90) days from Effective Date. Such Environmental Survey may include, but not be limited to, the following:

- a. contamination of the “Property” (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;
- b. apparent violation of environmental requirements upon or associated with activities upon the Property;
- c. the presence of any endangered or threatened species or plant life on the Property;
- d. whether the Property has any historical or archeological significance; and
- e. potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

(all of which shall hereinafter be collectively referred to as the “**Environmental Exceptions**”).

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; and
- 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 Owner which do not impede the performance of the Environmental Survey. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

Project Name: Lake Apopka Connector Trail Segment 9 Wynwood PD

III. Owner will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for Owner, or furnished to Owner, or its agents, or consultants, and Owner will make available to the Consultants any persons known to have knowledge of such matters. County shall hold the Environmental Survey and any written materials furnished to it by Owner 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 County deems to require further evaluation, then, this Agreement is automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or testing results are unacceptable to County, then, this Agreement may be terminated upon notice to Owner of such unacceptability with no party to this Agreement having any further liability to any other.



APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**NOV 14 2023**

THIS IS A DONATION

Instrument: 101.1

Project: Lake Apopka Connector Trail Segment 9 Wynwood PD

**WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by JTD Land at Wynwood, LLC, a Florida limited liability company, whose address is 210 Hangar Road, Kissimmee, Florida 34741, 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, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

**SEE ATTACHED SCHEDULE "A"**

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

**a portion of**

**34-21-28-0000-00-022**

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 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 31, 2022.

Instrument: 101.1  
Project: Lake Apopka Connector Trail

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

**WITNESSES:**

Cheryl Hebert

Print Name: Cheryl Hebert

Candace Lembo

Print Name: Candace Lembo

STATE OF Florida  
COUNTY OF OSCEOLA

**"OWNER"**

JTD Land at Wynwood, LLC,  
a Florida limited liability company

By: Craig C. Harris  
Craig C. Harris, as Manager

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 5<sup>th</sup> of September, 2023 by Craig C. Harris as Manager, of JTD Land at Wynwood, LLC, a Florida limited liability company on behalf of the company. The individual  is personally known to me or  has produced: \_\_\_\_\_ as identification.

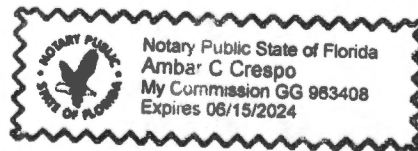
(Affix Notary Stamp)

Ambar C. Crespo  
Notary Signature

Ambar C. Crespo  
Printed Notary Name

Notary Public of: Florida  
My Commission Expires: 06/15/2024

Prepared by and after recording return to:  
Mary Tiffault, 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



**LEGAL DESCRIPTION:**

A PORTION OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN S00°14'55"W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, A DISTANCE OF 1395.33 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF McCORMICK ROAD AS RECORDED IN DEED BOOK 389, PAGE 266 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN N89°59'48"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1313.86 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 34; THENCE CONTINUE N89°59'48"E ALONG SAID RIGHT OF WAY AS RECORDED IN DEED BOOK 347, PAGE 269, A DISTANCE OF 890.81 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10720, PAGE 3953 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, RUN S00°27'28"E, A DISTANCE OF 30.00 FEET; THENCE RUN S89°59'48"W, A DISTANCE OF 2205.05 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 SAID SECTION 34; THENCE RUN N00°14'55"E ALONG SAID WEST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 66,146 SQUARE FEET OR 1.52 ACRES, MORE OR LESS.

**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT DERIVING A BEARING OF N89°59'48"E ALONG THE SOUTH R/W OF McCORMICK ROAD.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 03/19/2021 PER FAC 5J-17.062(2).

*William D. Donley*  
 WILLIAM D. DONLEY  
 PROFESSIONAL SURVEYOR & MAPPER  
 LICENSE NUMBER LS 5381  
 NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

03/19/2021  
 DATE

SHEET 1 OF 3

(SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**RIGHT OF WAY DEDICATION**

SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
 ORLANDO, FLORIDA 32806  
 PHONE: 321.354.9826 FAX: 407.648.9104  
 WWW.DEWBERRY.COM  
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

JTD LAND AT WYNWOOD, LLC

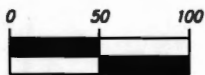
DATE: 03/05/21  
 REV DATE:  
 SCALE 1" = 100'

PROJ: 50137339  
 DRAWN BY: MT  
 CHECKED BY: WDD

R# 3/30/2021

Drawing name: C:\Users\m\adras\pappdata\local\Temp\AcPublish\_744708\Wynwood\_surfsketch.dwg SHEET 1 Mar 19, 2021 12:25pm by m\adras

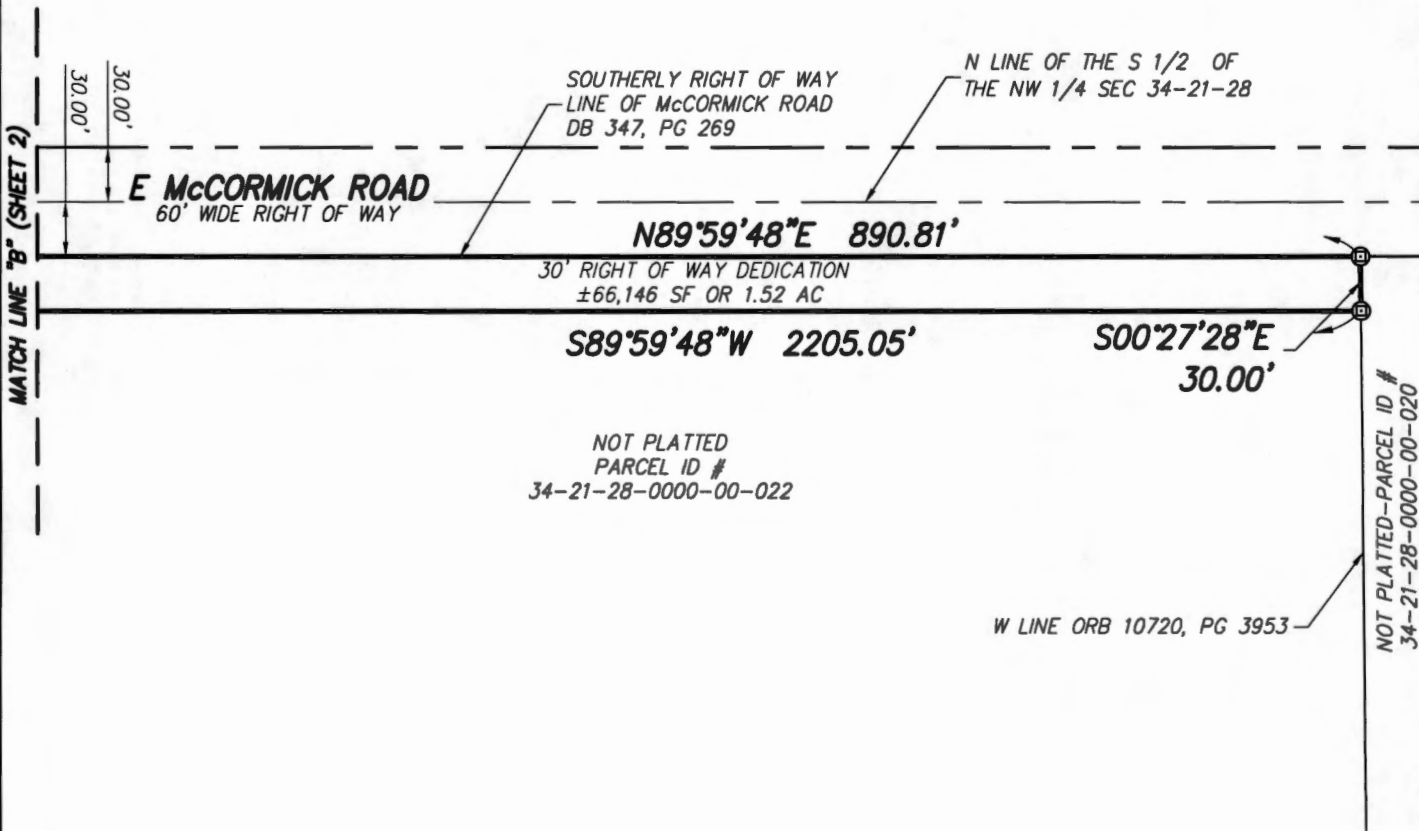




1 INCH = 100 FEET

**LEGEND:**

- LINE BREAK
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PNT POINT OF NON-TANGENCY
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- DB DEED BOOK
- PB PLAT BOOK
- PG(S) PAGE(S)
- L LENGTH
- SF SQUARE FEET
- AC ACRES
- SEC SECTION
- Ⓢ SET 5/8" IRON ROD & CAP LB 8011



SHEET 3 OF 3

(SEE SHEET 1 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-  
**RIGHT OF WAY  
DEDICATION**

SECTION 34, TOWNSHIP 21 SOUTH, RANGE 28 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**JTD LAND AT WYNWOOD, LLC**

DATE: 03/05/21  
REV DATE:  
SCALE 1" = 100'

PROJ: 50137339  
DRAWN BY: MT  
CHECKED BY: WDD

RH 3/30/2021

Drawing name: C:\Users\mtadras\appdata\local\temp\AcPublish\_744708\Wynwood\_survey\sketch.dwg SHEET 3 Mar 19, 2021 12:26pm by mtadras

**REQUEST FOR FUNDS / WIRE TRANSFER**

Under BCC Approval

Under Ordinance Approval

Date: September 22, 2023

Total Amount: \$1805.00

Project: Lake Apopka Connector Trail Segment 9 Wynwood

Parcels: 101

Charge to Account # 1050-062-1801-3148

Matt Suedmeyer 9/23/23  
Controlling Agency Approval Signature Date

Matt Suedmeyer  
Printed Name:

Marie Godette 9/22/2023  
Fiscal Approval Signature Date

Marie Godette  
Printed Name

**TYPE TRANSACTION (Check appropriate block(s))**

Pre-Condemnation  Post-Condemnation

N/A District # 2

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

The Closing City, LLC  
 4725 West Sand Lake Road, Suite 106  
 Orlando, Florida 32819  
 FEIN 88-1238881

The Closing City, LLC  
 \$1805.00 (title insurance & closing costs)

Total \$1805.00

**DOCUMENTATION ATTACHED (Check appropriate block(s))**

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

Payable to: The Closing City \$1805.00

**SPECIAL NOTE: Payment of \$1805.00 To be made by Wire Transfer Only**

Recommended by Steve Cochran  
Steve Cochran, Acquisition Agent, Real Estate Management Div.

9/22/2023  
Date

Payment Approved Luciana Mino  
Luciana Mino, Assistant Manager, Real Estate Management Div.

9/22/2023  
Date

or  
Payment Approved \_\_\_\_\_  
Mindy T. Cummings, Manager, Real Estate Management Div.

\_\_\_\_\_  
Date

Certified Mary M. Fisco  
Approved by BCC for Deputy Clerk to the Board

NOV 14 2023  
Date

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

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

**IMPORTANT:** This parcel will close by Wire Transfer for the payment of \$1,805.00. Instructions will be sent once the closing date is determined. Please Contact Steve Cochran @ 836-7093 if there are any questions.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
NOV 14 2023