



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** June 27, 2019

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

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

**FROM:** Elizabeth Price Jackson, Senior Title Examiner *EPJ*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** Approval and execution of Donation Agreement between Eagle Creek Development Corporation and Orange County and Donation Agreement between GCB Associates, LLC f/k/a GCB Associates 2009, LLC, successor by conversion of GCB Associates, Ltd. and Orange County, Approval of Special Warranty Deed from Eagle Creek Development Corporation to Orange County and Special Warranty Deed from GCB Associates, LLC f/k/a GCB Associates 2009, LLC, successor by conversion of GCB Associates, Ltd. to Orange County and authorization to disburse funds to pay closing costs and perform all actions necessary and incidental to closing

**PROJECT:** Eagle Creek Equestrian Trail Project  
  
District 4

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

**ITEMS:** Donation Agreements (Parcels 101 and 102)  
  
Special Warranty Deeds (Instruments 101.1 and 102.1)  
Cost: Donation  
Total size: 12.07 acres

Real Estate Management Division

Agenda Item 6

June 27, 2019

Page 2

**BUDGET:** 1026-068-1978-6110

**FUNDS:** \$2,140.90 Payable to First American Title Insurance Company  
(closing costs)

**APPROVALS:** Real Estate Management Division  
Environmental Protection Division  
Risk Management Division

**REMARKS:** The Development Order for Eagle Creek Development of Regional Impact initially approved by the Board on December 11, 2001, as amended (DRI) required the conveyance of property to establish an equestrian trail to provide access to the Split Oak Preserve. Eagle Creek Development Corporation and GCB Associates, LLC are donating this land for the equestrian trail to satisfy the requirements of the DRI.

Grantors to pay prorated taxes.

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: June 12, 2019

Total Amount: \$2,140.90

Project: Eagle Creek Equestrian Trail

Parcels: 101 & 102

Charge to Account # 1026-068-1978-6110

Controlling Agency Approval Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

TYPE TRANSACTION (Check appropriate block{s})  
\_\_\_\_\_ Pre-Condemnation \_\_\_\_\_ Post-Condemnation

XX N/A District # 4

- \_\_\_\_\_ Acquisition at Approved Appraisal
- \_\_\_\_\_ Acquisition at Below Approved Appraisal
- \_\_\_\_\_ Acquisition at Above Approved Appraisal
- XX Advance Payment Requested

<u>\$ donation</u>	Purchase Price
<u>\$2,140.90</u>	Closing Costs
<u>\$2,140.90</u>	Total

DOCUMENTATION ATTACHED (Check appropriate block{s})

- XX Contract/ Agreement
- XX Copy of Executed Instruments
- \_\_\_\_\_ Certificate of Value

Payable to: First American Title Insurance Company, 2301 Maitland Center Parkway, Suite 450, Maitland, FL 32751  
\*\*\*\*\*

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

Recommended by Elizabeth Price Jackson \_\_\_\_\_ Date 6/12/2019  
Elizabeth Price Jackson, Sr. Title Examiner, Real Estate Management Division

Payment Approved Paul Sladek \_\_\_\_\_ Date 6/12/19  
Paul Sladek, Manager, Real Estate Management Division

or  
Payment Approved \_\_\_\_\_ Date \_\_\_\_\_  
Russell Corriveau, Asst. Mgr. Real Estate Management Div.

Certified Heather Perry \_\_\_\_\_ Date JUL 16 2019  
Approved by BCC Heather Perry Deputy Clerk to the Board

Examined/Approved \_\_\_\_\_ Date \_\_\_\_\_  
Comptroller/Government Grants Check No. / Date

REMARKS:

Anticipated Closing Date:

Please Contact Elizabeth Jackson @ 67078 if there are any questions.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 16 2019

REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: June 12, 2019

Total Amount: \$2,140.90

Project: Eagle Creek Equestrian Trail

Parcels: 101 & 102

Charge to Account # 1026-068-1978-6110

Elizabeth R Johnson 6/12/19

Controlling Agency Approval Signature Date  
Elizabeth R Johnson  
Printed Name:

Ivelisse Torres 6/17/2019  
Fiscal Approval Signature Ivelisse Torres Date

Printed Name

TYPE TRANSACTION (Check appropriate block(s))  
Pre-Condernation Post-Condernation

XX N/A District # 4

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

<u>\$ donation</u>	Purchase Price
<u>\$2,140.90</u>	Closing Costs
<u>\$2,140.90</u>	Total

DOCUMENTATION ATTACHED (Check appropriate block(s))

- XX Contract/ Agreement
- XX Copy of Executed Instruments
- Certificate of Value

Payable to: First American Title Insurance Company, 2301 Maitland Center Parkway, Suite 450, Maitland, FL 32751

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

Recommended by Elizabeth Price Jackson 6/12/2019  
Elizabeth Price Jackson, Sr. Title Examiner, Real Estate Management Division Date

Payment Approved Paul Sladek 6/12/19  
Paul Sladek, Manager, Real Estate Management Division Date

or  
Payment Approved \_\_\_\_\_  
Russell Corriveau, Asst. Mgr. Real Estate Management Div. Date

Certified \_\_\_\_\_  
Approved by BCC Deputy Clerk to the Board Date

Examined/Approved \_\_\_\_\_  
Comptroller/Government Grants Check No. / Date

REMARKS:

Anticipated Closing Date:

Please Contact Elizabeth Jackson @ 67078 if there are any questions.

Project: Eagle Creek Equestrian Trail Project  
Parcel: 101

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 16 2019

## DONATION AGREEMENT

COUNTY OF ORANGE  
STATE OF FLORIDA

THIS DONATION AGREEMENT ("AGREEMENT") made between Eagle Creek Development Corporation, a Florida corporation, hereinafter referred to as OWNER, and Orange County, a charter county and political subdivision of the state of Florida, hereinafter referred to as COUNTY.

### WITNESSETH:

WHEREAS, the COUNTY requires the land described on Schedule "A" attached hereto for construction and maintenance of the above referenced project and said OWNER agrees to furnish said land for such purpose.

**Property Appraiser's Parcel Identification Number:  
33-24-31-0000-00-001**

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

1. OWNER agrees to donate and convey said land, referred to as Parcel 101 for the above referenced project, unto COUNTY by Special Warranty Deed attached hereto as Exhibit "A", free and clear of all liens and encumbrances, except for easements of record, acceptable to County, if any.
2. This transaction shall be closed and the deed and other closing papers delivered on or before ninety (90) days from the effective date of this AGREEMENT. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by COUNTY and OWNER.
3. Expenses:
  - A. All delinquent or past due taxes must be paid by OWNER prior to closing. Ad valorem taxes in connection with the conveyance of Parcel 101 shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, 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 taxes shall be paid in full by Owner for the year of conveyance.

Project: Eagle Creek Equestrian Trail Project  
Parcel: 101

- B. OWNER shall pay no costs or expenses in connection with the donation. County shall pay for all recording fees associated with the deed and any documents necessary, to clear title, and all other costs and expenses related to the donation.
  - C. Title insurance shall be paid by COUNTY.
  - D. Survey: Within sixty (60) days of the Effective Date of this AGREEMENT, COUNTY may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon BUYER and SELLER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this AGREEMENT and legal description of the property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to COUNTY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to COUNTY, in its sole discretion, these shall be treated as Title Defects. COUNTY 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.
  - E. Environmental Survey Report shall be paid by COUNTY.
- 4. OWNER agrees that prior to closing, 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. 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.
  - 5. OWNER agrees to remove any personal items from said Parcel 101 prior to closing. It is mutually agreed upon that any personal property not removed before this date shall be deemed abandoned and COUNTY, or its contractors, may remove and dispose of said personal property. The property owner will have no further claim or interest in said personal property after this date without a written agreement between the parties.

Project: Eagle Creek Equestrian Trail Project  
Parcel: 101

6. Effective Date: This AGREEMENT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners.
7. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this AGREEMENT and incorporated herein by this reference.

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 expressly set forth in writing and duly signed.

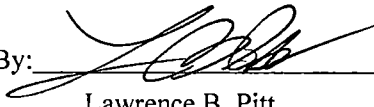
[SIGNATURES FOLLOW ON NEXT PAGE]

Project: Eagle Creek Equestrian Trail Project  
Parcel: 101

THE PARTIES HERETO have executed this AGREEMENT on the dates written below.

**OWNER:**

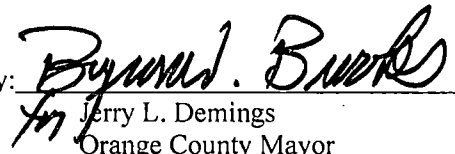
Eagle Creek Development Corporation,  
a Florida corporation

By:   
Lawrence B. Pitt  
Vice President and General Counsel

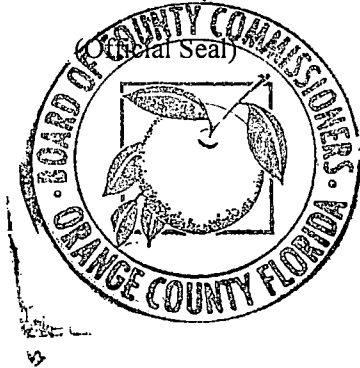
Date: December 19, 2018

**COUNTY:**

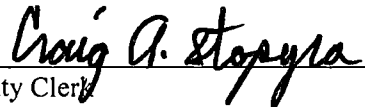
ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By:   
for Jerry L. Demings  
Orange County Mayor

DATE: 16 July 2019



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

BY:   
for Deputy Clerk  
Craig A. Stopyra  
Printed Name



Project: Eagle Creek Equestrian Trail Project  
 Parcel: 101

SCHEDULE A  
 SKETCH OF DESCRIPTION  
 PARCEL 101  
 ESTATE: FEE SIMPLE  
 PURPOSE: LINEAR PARK

**DESCRIPTION:**


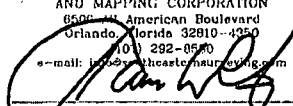
A portion of the lands described in Official Record Book 6158 Page 309, Public Records of Orange County, Florida, lying in Section 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 24 South, Range 31 East; thence South 00°59'44" East, a distance of 1526.39 feet along the East line of the Northwest Quarter of said Section 33 to the Northerly line of the lands described in Official Records Book 5046, Page 3158, Public Records of Orange County, Florida; thence North 89°59'53" East, a distance of 503.03 feet along said Northerly line and the Easterly extension thereof to a point on the Easterly line of the lands described in Official Records Book 5046, Page 3158 also being the Westerly line of South Florida Water Management District Canal 29--A as recorded in Official Record Book 1667, Page 245, said point being the POINT OF BEGINNING; thence along the said Easterly and Westerly lines the following three (3) courses and distances: North 00°53'00" East, a distance of 288.82 feet; thence North 08°00'00" East, a distance of 253.34 feet; thence North 00°19'00" West, a distance of 761.11 feet to a point on the Southerly line of the lands described in Official Records Book 1667, Page 248, Public Records of Orange County, Florida; thence North 89°41'00" East, a distance of 84.98 feet along said Southerly line to the Easterly line of the lands described in Official Records Book 6158, Page 309, Public Records, Orange County, Florida; thence along said Easterly line the following two (2) courses and distances: South 00°19'00" East, a distance of 767.30 feet; thence South 04°15'21" West, a distance of 535.41 feet to the aforementioned Easterly line of the lands described in Official Records Book 5046, Page 3158; thence South 89°59'53" West, a distance of 84.99 feet along said Easterly line to the POINT OF BEGINNING.

Containing 2.64 acres, more or less.

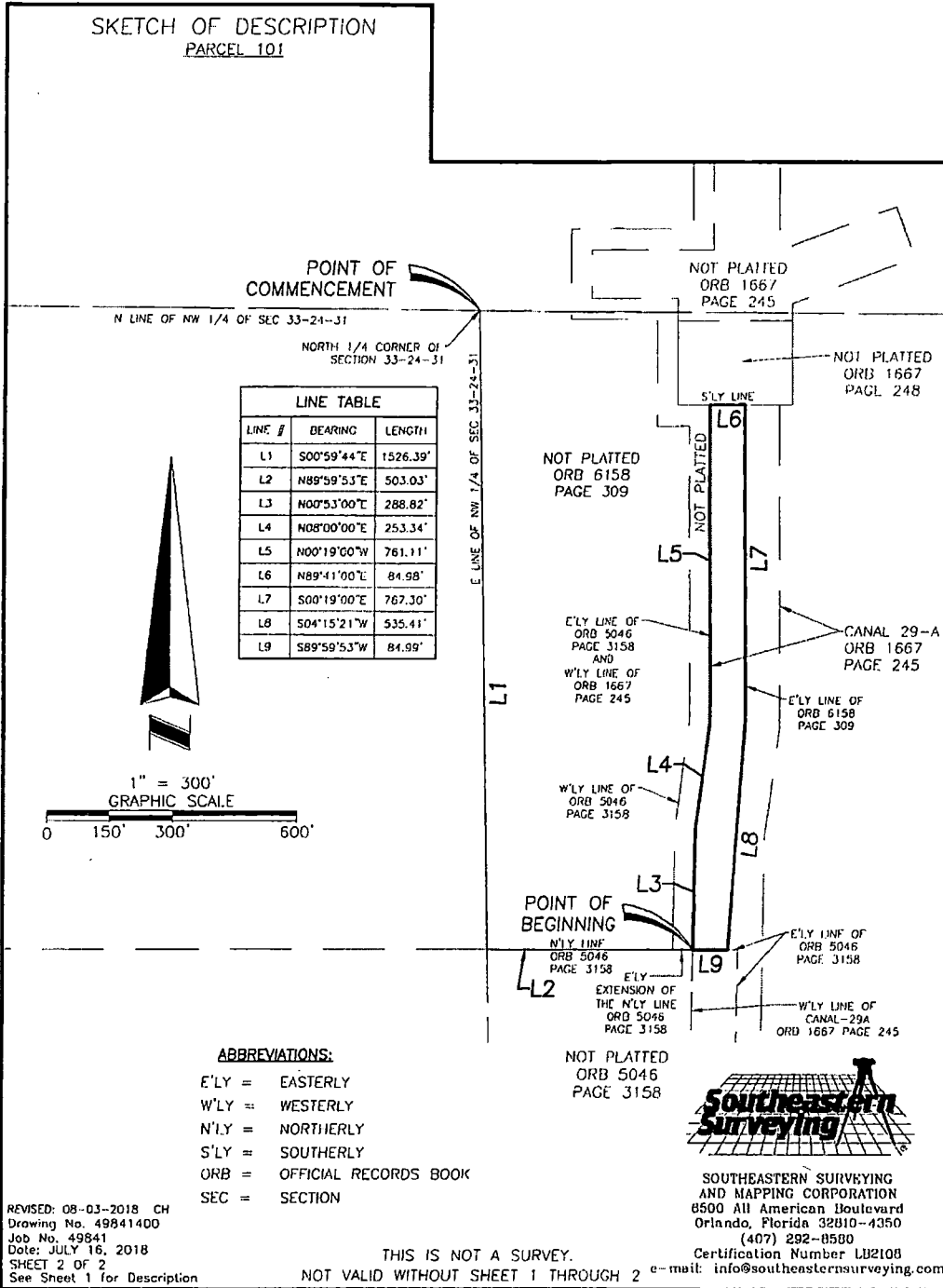
**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the East line of the Northwest Quarter of Section 33, Township 24 South, Range 31 East being South 00°59'44" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<b>Sketch of Description</b>  FOR Orange County Environmental Protection Division	Date: July 16, 2018 CH	Certification Number LB2108 49841400
	Job Number: 49841 Scale: 1" = 300'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8506 W. American Boulevard Orlando, Florida 32810-4250 (407) 292-0550 e-mail: info@seasteinsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b> REVISED: 08-03-2018 CII	
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	
	 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791	

AUG 08 2018

Project: Eagle Creek Equestrian Trail Project  
 Parcel: 101



Project: Eagle Creek Equestrian Trail Project  
Parcel: 101

**EXHIBIT "A"**

THIS IS A DONATION

Instrument: 101.1  
Project: Eagle Creek Equestrian Trail Project

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, Made and executed the \_\_\_\_ day of \_\_\_\_\_ A.D., 2018, by Eagle Creek Development Corporation, a Florida corporation, whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701, 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 SCHEDULE "A"**

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

**33-24-31-0000-00-001**

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 the said GRANTOR, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

Project: Eagle Creek Equestrian Trail Project  
Parcel: 101

Instrument: 101.1  
Project: Eagle Creek Equestrian Trail Project

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

Signed, sealed, and delivered  
in the presence of:

Eagle Creek Development Corporation,  
a Florida corporation

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Lawrence B. Pitt  
Vice President and General Counsel

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

\_\_\_\_\_  
Witness

(Corporate Seal)

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

(Signature of **TWO** witnesses required by Florida law)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Lawrence B. Pitt, as Vice President and General Counsel, on behalf of Eagle Creek Development Corporation, a Florida corporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

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

\_\_\_\_\_  
Printed Notary Name  
Notary Public in and for in the  
county and state aforesaid  
My commission expires:

**This instrument prepared by:**

E. Price Jackson, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

Project: Eagle Creek Equestrian Trail Project  
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

Project: Eagle Creek Equestrian Trail Project  
Parcel: 101

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 DONATION AGREEMENT 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 DONATION AGREEMENT shall be terminated upon notice to SELLER of such unacceptability with no party to this DONATION AGREEMENT having any further liability to any other.

**DONATION AGREEMENT**

COUNTY OF ORANGE  
STATE OF FLORIDA

THIS DONATION AGREEMENT (“AGREEMENT”) made between GCB Associates, LLC, a Florida limited liability company, f/k/a GCB Associates 2009, LLC, a Florida limited liability company, successor by conversion of GCB Associates, Ltd., a Florida limited partnership, hereinafter referred to as OWNER, and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, hereinafter referred to as COUNTY.

**WITNESSETH:**

WHEREAS, the COUNTY requires the land described on Schedule “A” attached hereto for construction and maintenance of the above referenced project and said OWNER agrees to furnish said land for such purpose.

**Property Appraiser’s Parcel Identification Number:  
a portion of 33-24-31-0000-00-014**

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

1. OWNER agrees to donate and convey said land, referred to as Parcel 102 for the above referenced project, unto COUNTY by Special Warranty Deed attached hereto as Exhibit “A”, free and clear of all liens and encumbrances, except for easements of record, acceptable to County, if any.
2. This transaction shall be closed and the deed and other closing papers delivered on or before ninety (90) days from the effective date of this AGREEMENT. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by COUNTY and OWNER.
3. Expenses:
  - A. All delinquent or past due taxes must be paid by OWNER prior to closing. Ad valorem taxes in connection with the conveyance of Parcel 102 shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, 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 taxes shall be paid in full by Owner for the year of conveyance.
  - B. OWNER shall pay no costs or expenses in connection with the donation. COUNTY shall pay for all recording fees associated with the deed and any documents necessary, to clear title, and all other costs and expenses related to the donation.
  - C. Title insurance shall be paid by COUNTY.
  - D. Survey: Within sixty (60) days of the Effective Date of this AGREEMENT, COUNTY may obtain a current boundary survey of the property. The survey shall be certified to BUYER and First American Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the

Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon BUYER and SELLER'S approval of the Survey, the same shall be and constitute the "Survey" for purposes of this AGREEMENT and legal description of the property set forth on the Survey shall be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to COUNTY hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to COUNTY, in its sole discretion, these shall be treated as Title Defects. COUNTY 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. OWNER shall have no obligation to cure any title defects, but authorizes COUNTY to endeavor to cure any Title Defects at COUNTY's expense.

- E. Environmental Survey Report shall be paid by COUNTY.
4. OWNER agrees that prior to closing, 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. 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.
  5. OWNER agrees to remove any personal items from said Parcel 102 prior to closing. It is mutually agreed upon that any personal property not removed before this date shall be deemed abandoned and COUNTY, or its contractors, may remove and dispose of said personal property. The property owner will have no further claim or interest in said personal property after this date without a written agreement between the parties.
  6. Effective Date: This AGREEMENT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners.
  7. The Due Diligence Contingency, attached hereto as Exhibit "B", is a material condition of this AGREEMENT and incorporated herein by this reference.
  8. Closing is contingent on the South Florida Water Management District, prior to closing, providing OWNER and COUNTY with written confirmation acceptable to OWNER that the donation of this land will not result in any penalty or consequence to OWNER. If this contingency has not been satisfied or waived in writing by OWNER and COUNTY on or before the Closing Date, then COUNTY shall, by delivery of written notification from COUNTY to OWNER at or before Closing, elect either to: (i) terminate this Agreement; or (ii) extend the Closing Date until that date which is five (5) business days after the Contingency has been satisfied or waived in writing by COUNTY and OWNER.

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 expressly set forth in writing and duly signed.



THE PARTIES HERETO have executed this AGREEMENT on the dates written below.

**OWNER:**

GCB Associates, LLC, a Florida limited liability company,  
f/k/a GCB Associates 2009, LLC, a Florida limited liability  
company, successor by conversion of GCB Associates, Ltd., a  
Florida limited partnership

By: 

CHRIS LIEW

Printed Name:

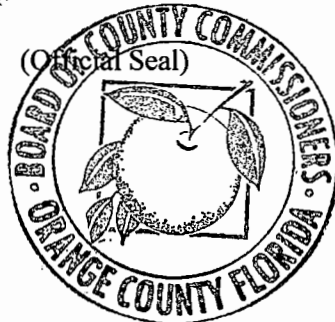
Title: PRESIDENT.

Date: 28 MAY 2019.

**COUNTY:**

ORANGE COUNTY, FLORIDA

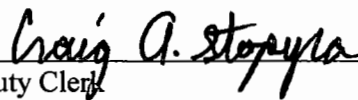
By: Board of County Commissioners



By:   
Jerry L. Demings  
for Orange County Mayor

DATE: 16 July 2019

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

BY:   
for Deputy Clerk

Craig A. Stopyra  
Printed Name

SCHEDULE A  
SKETCH OF DESCRIPTION  
PARCEL 102  
ESTATE: FEE SIMPLE  
PURPOSE: LINEAR PARK

**DESCRIPTION:**

A portion of the lands described in Official Record Book 5046 Page 3158, Public Records of Orange County, Florida, lying in Sections 28 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 24 South, Range 31 East; thence South 00°59'44" East, a distance of 1526.39 feet along the East line of the Northwest Quarter of said Section to the Northerly line of the lands described in Official Records Book 5046, Page 3158, Public Records of Orange County, Florida; thence North 89°59'53" East, a distance of 453.03 feet along said Northerly line to a point on the Westerly line of said lands, said point being the POINT OF BEGINNING; thence the following seven (7) courses and distances along said Westerly line: North 00°53'00" East, a distance of 292.70 feet; thence North 08°00'00" East, a distance of 252.81 feet; thence North 00°19'00" West, a distance of 707.47 feet; thence South 89°41'00" West, a distance of 80.00 feet; thence North 00°19'00" West, a distance of 255.27 feet; thence North 90°00'00" West, a distance of 210.92 feet; thence North 00°00'00" East, a distance of 50.00 feet to the Westerly extension of the Easterly line of said lands described in Official Records Book 5046, Page 3158 also being the Westerly line of South Florida Water Management District Canal 29-A as recorded in Official Record Book 1667, Page 245 and 248; thence along said extension and said Easterly and Westerly lines the following six (6) courses and distances: North 90°00'00" East, a distance of 260.64 feet; thence South 00°19'00" East, a distance of 255.00 feet; thence North 89°41'00" East, a distance of 80.00 feet; thence South 00°19'00" East, a distance of 761.11 feet; thence South 08°00'00" West, a distance of 253.34 feet; thence South 00°53'00" West, a distance of 288.82 feet to a point on said lines and the Easterly extension of the aforementioned Northerly line of the lands described in Official Records Book 5046, Page 3158, hereafter referred to as POINT A; thence departing said Easterly and Westerly lines, North 89°59'53" West, a distance of 50.01 feet along said Easterly extension to the POINT OF BEGINNING.


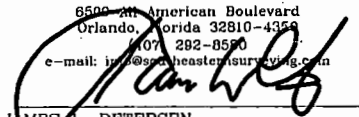
THENCE from said POINT A, departing said Westerly line of Canal 29-A, continue along said Easterly line of lands described in Official Records Book 5046, Page 3158, the following five (5) courses and distances: North 89°59'53" East, a distance of 110.00 feet; thence South 00°53'00" West, a distance of 1249.72 feet; thence South 06°20'00" West, a distance of 841.19 feet to a point of curvature of a curve concave Westerly, having a radius of 2000.00 feet, a Chord Bearing of South 11°30'30" West and a Chord distance of 360.79 feet; thence Southerly along the arc of said curve through a central angle of 10°21'00" a distance of 361.28 feet to a point of tangency; thence South 16°41'00" West, a distance of 227.75 feet to a point on the Northerly Right Of Way of Clapp Sims Duda as recorded in Official Records Book 649, Page 126, Public Records of Orange County, Florida; thence North 89°55'38" West, a distance of 172.18 feet to a point on the Westerly line of the aforementioned Canal 29-A; thence along said Westerly line the following eleven (11) courses and distances: North 16°41'00" East, a distance of 54.08 feet; thence South 89°55'38" East, a distance of 62.61 feet; thence North 16°41'00" East, a distance of 205.00 feet; thence North 73°19'00" West, a distance of 20.00 feet to a point on a non-tangent curve concave Westerly, having a radius of 1875.00 feet, a Chord Bearing of North 11°30'30" East and a Chord distance of 338.24 feet; thence from a tangent bearing of North 16°41'00" East, Northerly along the arc of said curve through a central angle of 10°21'00" a distance of 338.70 feet to a point of tangency; thence North 06°20'00" East, a distance of 808.31 feet; thence South 89°00'00" West, a distance of 45.00 feet; thence North 06°20'00" East, a distance of 65.00 feet; thence North 89°00'00" East, a distance of 45.00 feet; thence North 06°20'00" East, a distance of 120.00 feet; thence North 00°53'00" East, a distance of 1084.72 feet to POINT A.

Containing 9.43 acres, more or less.

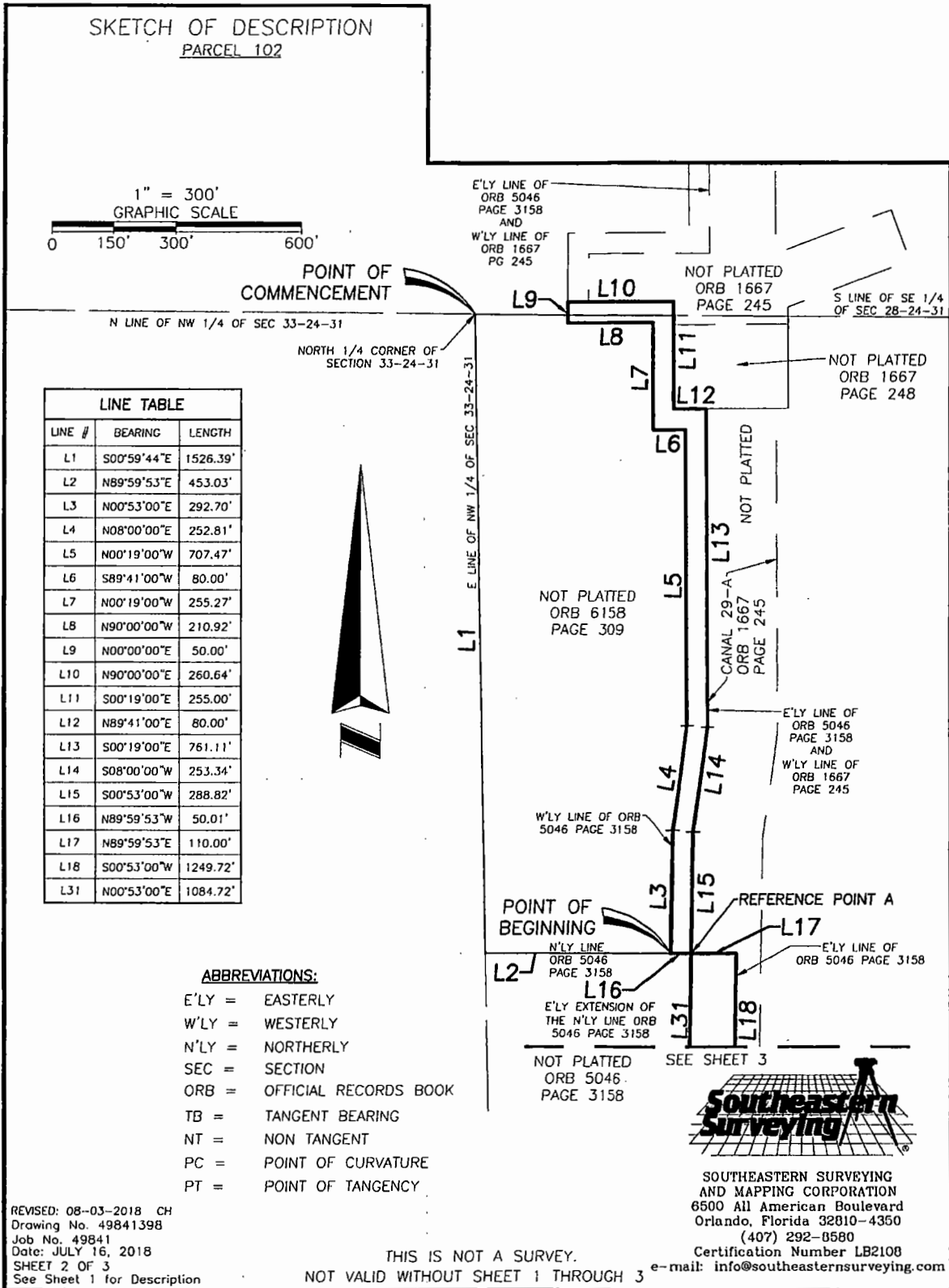
**SURVEYOR'S REPORT:**

- Bearings shown hereon are based on the East line of the Northwest Quarter Section 33, Township 24 South, Range 31 East being South 00°59'44" East.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

AUG 08 2018

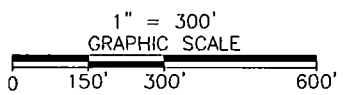
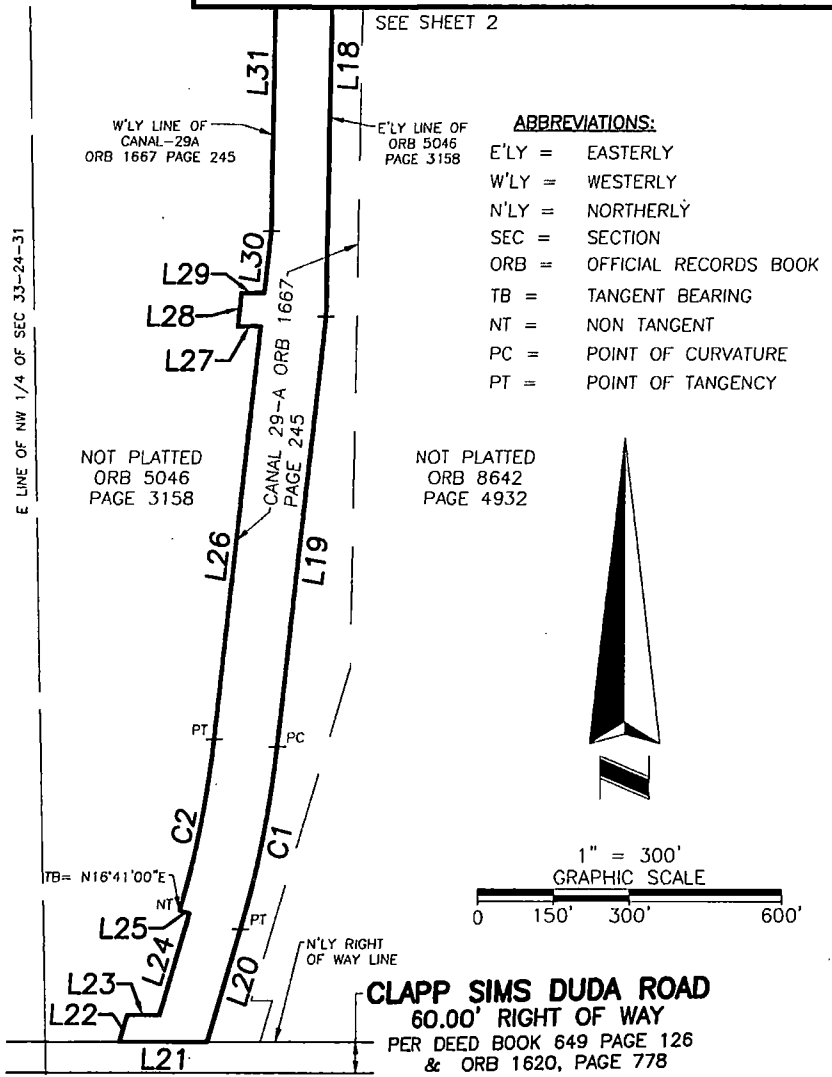
<b>Sketch of Description</b>  FOR Orange County Environmental Protection Division	Date: July 16, 2018 CH		Certification Number L82108 49841398
	Job Number: 49841	Scale: 1" = 300'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4359 (407) 282-8500 e-mail: info@seasurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	REVISED: 08-03-2018 CH SHEET 1 OF 3 SEE SHEETS 2-3 FOR SKETCH		
			 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791

Project: Eagle Creek Equestrian Trail Project  
 Parcel: 102



SKETCH OF DESCRIPTION  
PARCEL 102

LINE TABLE		
LINE #	BEARING	LENGTH
L18	S00°53'00"W	1249.72'
L19	S06°20'00"W	841.19'
L20	S16°41'00"W	227.75'
L21	N89°55'38"W	172.18'
L22	N16°41'00"E	54.08'
L23	S89°55'38"E	62.61'
L24	N16°41'00"E	205.00'
L25	N73°19'00"W	20.00'
L26	N06°20'00"E	808.31'
L27	S89°00'00"W	45.00'
L28	N06°20'00"E	65.00'
L29	N89°00'00"E	45.00'
L30	N06°20'00"E	120.00'
L31	N00°53'00"E	1084.72'



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2000.00'	10°21'00"	361.28'	S11°30'30"W	360.79'
C2	1875.00'	10°21'00"	338.70'	N11°30'30"E	338.24'

REVISED: 08-03-2018 CH  
Drawing No. 49841398  
Job No. 49841  
Date: JULY 16, 2018  
SHEET 3 OF 3  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 3



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
Certification Number LB2108  
e-mail: info@southeasternsurveying.com

Project: Eagle Creek Equestrian Trail Project  
Parcel: 102

**EXHIBIT "A"**

THIS IS A DONATION

Instrument: 102.1  
Project: Eagle Creek Equestrian Trail Project

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, Made and executed the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2018, by GCB Associates, LLC, a Florida limited liability company, f/k/a GCB Associates 2009, LLC, a Florida limited liability company, successor by conversion of GCB Associates, Ltd., a Florida limited partnership, whose address is 5760 South Semoran Blvd., Orlando, Florida 32822 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 SCHEDULE "A" (the "Property")**

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

**a portion of 33-24-31-0000-00-014**

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; subject to a reservation that for a period of twenty (20) years from the recording date of this deed, GRANTEE may not convey fee simple title to all or any portion of the Property without approval from GRANTOR, or if GRANTOR no longer exists, from Chris E. Liew, as the representative of GRANTOR.

GRANTOR hereby reserves unto itself a permanent, non-exclusive easement for vehicular ingress, egress, access, and passage (the "Access Easement") through and across the Property by GRANTOR, and by its successors, from that certain public right-of-way known as Clapp Simms Duda Road (which right-of-way abuts the southern boundary of the Property) to those lands, approximately 110 acres in size, encumbered by that certain conservation easement in favor of South Florida Water Management District recorded at Official Records Book 5794, Page 3082, of the Public Records of Orange County, Florida (the "Retained Property") (which Retained Property abuts the western boundary of the Property). The Access Easement reserved herein does not include any right for GRANTOR, and its successors, (collectively, the "Users") to construct, install, maintain, service, repair, replace, or operate any improvements (including but not limited to access improvements) within the Property; rather, the purpose of the Access Easement shall be solely to allow the Users to access the Retained Property across the surface of the Property and/or across any access improvements as may hereafter exist within

Project: Eagle Creek Equestrian Trail Project  
Parcel: 102

the Property from time to time. GRANTOR's use and exercise of the Access Easement shall not damage the Property, and shall not unreasonably affect or interfere with the use and enjoyment of any portion of the Property by GRANTEE, or its successors or assigns. Following any entry upon the Property, the Users shall leave the Property in a clean and neat condition and, if applicable, restore the affected surface area of the Property to a condition substantially equivalent to the condition, including without limitation the grade thereof, that existed prior to such entry. GRANTOR agrees to indemnify, defend, save, and hold harmless GRANTEE and GRANTEE's officers, employees, and agents for, from, and against any and all claims, actions, losses, demands, damages, judgments, penalties, suits, proceedings, actions, fees, fines, liabilities, costs, and/or expenses, (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal) including damage to property or property rights, incurred by GRANTEE directly or indirectly as a result of, arising out of, or in connection with use of the Access Easement and/or entry upon the Property by the Users. The Access Easement reserved herein shall be appurtenant to and run with the Retained Property and shall not be assigned, conveyed, or transferred except as an appurtenance to the Retained Property.

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 the said GRANTOR, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

[SIGNATURE TO FOLLOW ON NEXT PAGE]

Project: Eagle Creek Equestrian Trail Project  
Parcel: 102

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

Signed, sealed, and delivered  
in the presence of:

GCB Associates, LLC, a Florida limited liability  
company, f/k/a GCB Associates 2009, LLC, a  
Florida limited liability company, successor by  
conversion of GCB Associates, Ltd., a Florida limited  
partnership

\_\_\_\_\_  
Witness

BY: World Gateway Investments, Inc.,  
a Nevada corporation, its Manager

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

BY: \_\_\_\_\_  
Chris E. Liew  
President

\_\_\_\_\_  
Witness

(Corporate Seal)

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

(Signature of TWO witnesses required by Florida law)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by  
Chris E. Liew, as President of World Gateway Investments, Inc., a Nevada corporation, as Manager on behalf of  
GCB Associates, LLC, a Florida limited liability company, f/k/a GCB Associates 2009, LLC, a Florida limited  
liability company, successor by conversion of GCB Associates, Ltd., a Florida limited partnership. He  is  
personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

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

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

\_\_\_\_\_  
Printed Notary Name  
  
Notary Public in and for in the  
county and state aforesaid  
My commission expires:

**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,



Project: Eagle Creek Equestrian Trail Project  
Parcel: 102

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 DONATION AGREEMENT 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 DONATION AGREEMENT shall be terminated upon notice to SELLER of such unacceptability with no party to this DONATION AGREEMENT having any further liability to any other.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**JUL 16 2019**

THIS IS A DONATION

Instrument: 101.1

Project: Eagle Creek Equestrian Trail Project

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, Made and executed the 19<sup>th</sup> day of December A.D., 2018, by Eagle Creek Development Corporation, a Florida corporation, whose address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, Florida 32701, 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 SCHEDULE "A"**

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

**33-24-31-0000-00-001**

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 the said GRANTOR, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

Instrument: 101.1  
Project: Eagle Creek Equestrian Trail Project

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

Signed, sealed, and delivered  
in the presence of:

Heather D. Field  
Witness

Heather D. Field  
Printed Name

Meredith Zornek  
Witness

Meredith Gibson Zornek  
Printed Name

Eagle Creek Development Corporation,  
a Florida corporation

BY: Lawrence B. Pitt  
Vice President and General Counsel

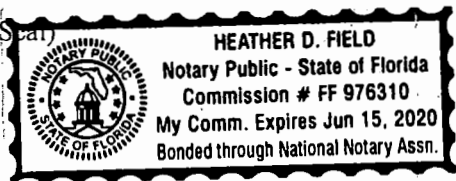
(Corporate Seal)

(Signature of TWO witnesses required by Florida law)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of December, 2018,  
by Lawrence B. Pitt, as Vice President and General Counsel, on behalf of Eagle Creek Development  
Corporation, a Florida corporation. He  is personally known to me or  has produced  
\_\_\_\_\_ as identification.

(Notary Seal)



Heather D. Field  
Notary Signature

Heather D. Field  
Printed Notary Name  
Notary Public in and for in the  
county and state aforesaid  
My commission expires:

**This instrument prepared by:**

E. Price Jackson, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

SCHEDULE A  
 SKETCH OF DESCRIPTION  
 PARCEL 101  
 ESTATE: FEE SIMPLE  
 PURPOSE: LINEAR PARK

**DESCRIPTION:**

A portion of the lands described in Official Record Book 6158 Page 309, Public Records of Orange County, Florida, lying in Section 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:

Commence at the North Quarter corner of Section 33, Township 24 South, Range 31 East; thence South 00°59'44" East, a distance of 1526.39 feet along the East line of the Northwest Quarter of said Section 33 to the Northerly line of the lands described in Official Records Book 5046, Page 3158, Public Records of Orange County, Florida; thence North 89°59'53" East, a distance of 503.03 feet along said Northerly line and the Easterly extension thereof to a point on the Easterly line of the lands described in Official Records Book 5046, Page 3158 also being the Westerly line of South Florida Water Management District Canal 29-A as recorded in Official Record Book 1667, Page 245, said point being the POINT OF BEGINNING; thence along the said Easterly and Westerly lines the following three (3) courses and distances: North 00°53'00" East, a distance of 288.82 feet; thence North 08°00'00" East, a distance of 253.34 feet; thence North 00°19'00" West, a distance of 761.11 feet to a point on the Southerly line of the lands described in Official Records Book 1667, Page 248, Public Records of Orange County, Florida; thence North 89°41'00" East, a distance of 84.98 feet along said Southerly line to the Easterly line of the lands described in Official Records Book 6158, Page 309, Public Records, Orange County, Florida; thence along said Easterly line the following two (2) courses and distances: South 00°19'00" East, a distance of 767.30 feet; thence South 04°15'21" West, a distance of 535.41 feet to the aforementioned Easterly line of the lands described in Official Records Book 5046, Page 3158; thence South 89°59'53" West, a distance of 84.99 feet along said Easterly line to the POINT OF BEGINNING.

Containing 2.64 acres, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the East line of the Northwest Quarter of Section 33, Township 24 South, Range 31 East being South 00°59'44" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

**Sketch of Description**

Date: July 16, 2018 CH

Certification Number LB2108 49841400

FOR  
 Orange County  
 Environmental Protection  
 Division

Job Number: 49841 Scale: 1" = 300'

Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that  
**THIS IS NOT A SURVEY.**  
 REVISED: 08-03-2018 CH

SHEET 1 OF 2  
 SEE SHEET 2 FOR SKETCH



SOUTHEASTERN SURVEYING AND MAPPING CORPORATION  
 6500 W. American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8570  
 e-mail: info@southeasternsurveying.com

*(Signature)*  
 JAMES L. PETERSEN  
 REGISTERED LAND SURVEYOR Number 4791

AUG 08 2018

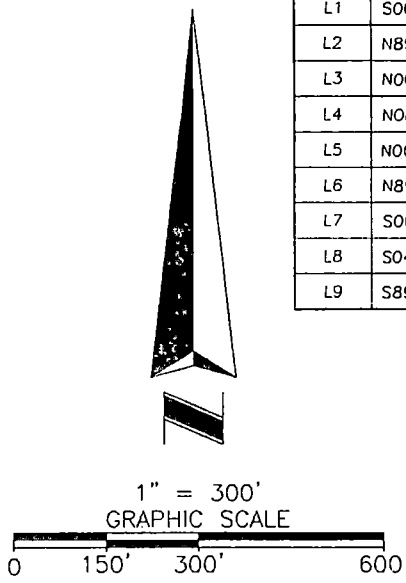
SKETCH OF DESCRIPTION  
PARCEL 101

POINT OF  
 COMMENCEMENT

N LINE OF NW 1/4 OF SEC 33-24-31

NORTH 1/4 CORNER OF  
 SECTION 33-24-31

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°59'44"E	1526.39'
L2	N89°59'53"E	503.03'
L3	N00°53'00"E	288.82'
L4	N08°00'00"E	253.34'
L5	N00°19'00"W	761.11'
L6	N89°41'00"E	84.98'
L7	S00°19'00"E	767.30'
L8	S04°15'21"W	535.41'
L9	S89°59'53"W	84.99'



E LINE OF NW 1/4 OF SEC 33-24-31

L1

POINT OF  
 BEGINNING

L2

NOT PLATTED  
 ORB 1667  
 PAGE 245

NOT PLATTED  
 ORB 1667  
 PAGE 248

NOT PLATTED  
 ORB 6158  
 PAGE 309

E'LY LINE OF  
 ORB 5046  
 PAGE 3158  
 AND  
 W'LY LINE OF  
 ORB 1667  
 PAGE 245

CANAL 29-A  
 ORB 1667  
 PAGE 245

E'LY LINE OF  
 ORB 6158  
 PAGE 309

W'LY LINE OF  
 ORB 5046  
 PAGE 3158

L4

L3

L7

L8

NOT PLATTED  
 ORB 5046  
 PAGE 3158

E'LY LINE OF  
 ORB 5046  
 PAGE 3158

W'LY LINE OF  
 CANAL-29A  
 ORB 1667 PAGE 245



**ABBREVIATIONS:**

- E'LY = EASTERLY
- W'LY = WESTERLY
- N'LY = NORTHERLY
- S'LY = SOUTHERLY
- ORB = OFFICIAL RECORDS BOOK
- SEC = SECTION

REVISED: 08-03-2018 CH  
 Drawing No. 49841400  
 Job No. 49841  
 Date: JULY 16, 2018  
 SHEET 2 OF 2  
 See Sheet 1 for Description

THIS IS NOT A SURVEY.  
 NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

SOUTHEASTERN SURVEYING  
 AND MAPPING CORPORATION  
 6500 All American Boulevard  
 Orlando, Florida 32810-4350  
 (407) 292-8580  
 Certification Number LB2108

THIS IS A DONATION

Instrument: 102.1

Project: Eagle Creek Equestrian Trail Project

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
JUL 16 2019

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, Made and executed the 28<sup>th</sup> day of May, A.D., 2019, by GCB Associates, LLC, a Florida limited liability company, f/k/a GCB Associates 2009, LLC, a Florida limited liability company, successor by conversion of GCB Associates, Ltd., a Florida limited partnership, whose address is 5760 South Semoran Blvd., Orlando, Florida 32822 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 SCHEDULE "A" (the "Property")**

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

**a portion of 33-24-31-0000-00-014**

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; subject to a reservation that for a period of twenty (20) years from the recording date of this deed, GRANTEE may not convey fee simple title to all or any portion of the Property without approval from GRANTOR, or if GRANTOR no longer exists, from Chris E. Liew, as the representative of GRANTOR.

GRANTOR hereby reserves unto itself a permanent, non-exclusive easement for vehicular ingress, egress, access, and passage (the "Access Easement") through and across the Property by GRANTOR, and by its successors, from that certain public right-of-way known as Clapp Simms Duda Road (which right-of-way abuts the southern boundary of the Property) to those lands, approximately 110 acres in size, encumbered by that certain conservation easement in favor of South Florida Water Management District recorded at Official Records Book 5794, Page 3082, of the Public Records of Orange County, Florida (the "Retained Property") (which Retained Property abuts the western boundary of the Property). The Access Easement reserved herein does not include any right for GRANTOR, and its successors, (collectively, the "Users") to construct, install, maintain, service, repair, replace, or operate any improvements (including but not limited to access improvements) within the Property; rather, the purpose of the Access Easement shall be solely to allow the Users to access the Retained Property across the surface of the Property and/or across any access improvements as may hereafter exist within the Property from time to time. GRANTOR's use and exercise of the Access Easement shall not damage the Property, and shall not unreasonably affect or interfere with the use and enjoyment of any portion of the Property by GRANTEE, or its successors or

assigns. Following any entry upon the Property, the Users shall leave the Property in a clean and neat condition and, if applicable, restore the affected surface area of the Property to a condition substantially equivalent to the condition, including without limitation the grade thereof, that existed prior to such entry. GRANTOR agrees to indemnify, defend, save, and hold harmless GRANTEE and GRANTEE's officers, employees, and agents for, from, and against any and all claims, actions, losses, demands, damages, judgments, penalties, suits, proceedings, actions, fees, fines, liabilities, costs, and/or expenses, (including, without limitation, reasonable paralegal and attorney fees and expenses, whether in court, out of court, in administrative proceedings, or on appeal) including damage to property or property rights, incurred by GRANTEE directly or indirectly as a result of, arising out of, or in connection with use of the Access Easement and/or entry upon the Property by the Users. The Access Easement reserved herein shall be appurtenant to and run with the Retained Property and shall not be assigned, conveyed, or transferred except as an appurtenance to the Retained Property.

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 the said GRANTOR, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

[SIGNATURE TO FOLLOW ON NEXT PAGE]

Instrument: 102.1  
Project: Eagle Creek Equestrian Trail Project

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

Signed, sealed, and delivered  
in the presence of:

GCB Associates, LLC, a Florida limited liability company, f/k/a GCB Associates 2009, LLC, a Florida limited liability company, successor by conversion of GCB Associates, Ltd., a Florida limited partnership

William Beckett  
Witness

BY: World Gateway Investments, Inc.,  
a Nevada corporation, its Manager

William Beckett  
Printed Name

BY: Chris E. Liew  
President

Kimberly Ricci  
Witness

(Corporate Seal)

Kimberly Ricci  
Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of May, 2019, by Chris E. Liew, as President of World Gateway Investments, Inc., a Nevada corporation, as Manager on behalf of GCB Associates, LLC, a Florida limited liability company, f/k/a GCB Associates 2009, LLC, a Florida limited liability company, successor by conversion of GCB Associates, Ltd., a Florida limited partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(Notary Seal)

Kimberly Ricci  
Notary Signature

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

Kimberly Ricci  
Printed Notary Name

Notary Public in and for in the  
county and state aforesaid  
My commission expires:



KIMBERLY RICCI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF951673  
Expires 2/2/2020



SCHEDULE A  
 SKETCH OF DESCRIPTION  
 PARCEL 102  
 ESTATE: FEE SIMPLE  
 PURPOSE: LINEAR PARK

**DESCRIPTION:**

A portion of the lands described in Official Record Book 5046 Page 3158, Public Records of Orange County, Florida, lying in Sections 28 and 33, Township 24 South, Range 31 East, Orange County, Florida being more particularly described as follows:


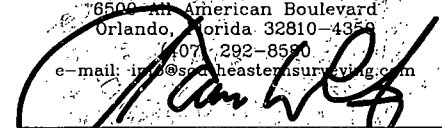
Commence at the North Quarter corner of Section 33, Township 24 South, Range 31 East; thence South 00°59'44" East, a distance of 1526.39 feet along the East line of the Northwest Quarter of said Section to the Northerly line of the lands described in Official Records Book 5046, Page 3158, Public Records of Orange County, Florida; thence North 89°59'53" East, a distance of 453.03 feet along said Northerly line to a point on the Westerly line of said lands, said point being the POINT OF BEGINNING; thence the following seven (7) courses and distances along said Westerly line: North 00°53'00" East, a distance of 292.70 feet; thence North 08°00'00" East, a distance of 252.81 feet; thence North 00°19'00" West, a distance of 707.47 feet; thence South 89°41'00" West, a distance of 80.00 feet; thence North 00°19'00" West, a distance of 255.27 feet; thence North 90°00'00" West, a distance of 210.92 feet; thence North 00°00'00" East, a distance of 50.00 feet to the Westerly extension of the Easterly line of said lands described in Official Records Book 5046, Page 3158 also being the Westerly line of South Florida Water Management District Canal 29-A as recorded in Official Record Book 1667, Page 245 and 248; thence along said extension and said Easterly and Westerly lines the following six (6) courses and distances: North 90°00'00" East, a distance of 260.64 feet; thence South 00°19'00" East, a distance of 255.00 feet; thence North 89°41'00" East, a distance of 80.00 feet; thence South 00°19'00" East, a distance of 761.11 feet; thence South 08°00'00" West, a distance of 253.34 feet; thence South 00°53'00" West, a distance of 288.82 feet to a point on said lines and the Easterly extension of the aforementioned Northerly line of the lands described in Official Records Book 5046, Page 3158, hereafter referred to as POINT A; thence departing said Easterly and Westerly lines, North 89°59'53" West, a distance of 50.01 feet along said Easterly extension to the POINT OF BEGINNING.

THENCE from said POINT A, departing said Westerly line of Canal 29-A, continue along said Easterly line of lands described in Official Records Book 5046, Page 3158, the following five (5) courses and distances: North 89°59'53" East, a distance of 110.00 feet; thence South 00°53'00" West, a distance of 1249.72 feet; thence South 06°20'00" West, a distance of 841.19 feet to a point of curvature of a curve concave Westerly, having a radius of 2000.00 feet, a Chord Bearing of South 11°30'30" West and a Chord distance of 360.79 feet; thence Southerly along the arc of said curve through a central angle of 10°21'00" a distance of 361.28 feet to a point of tangency; thence South 16°41'00" West, a distance of 227.75 feet to a point on the Northerly Right Of Way of Clapp Sims Duda as recorded in Official Records Book 649, Page 126, Public Records of Orange County, Florida; thence North 89°55'38" West, a distance of 172.18 feet to a point on the Westerly line of the aforementioned Canal 29-A; thence along said Westerly line the following eleven (11) courses and distances: North 16°41'00" East, a distance of 54.08 feet; thence South 89°55'38" East, a distance of 62.61 feet; thence North 16°41'00" East, a distance of 205.00 feet; thence North 73°19'00" West, a distance of 20.00 feet to a point on a non-tangent curve concave Westerly, having a radius of 1875.00 feet, a Chord Bearing of North 11°30'30" East and a Chord distance of 338.24 feet; thence from a tangent bearing of North 16°41'00" East, Northerly along the arc of said curve through a central angle of 10°21'00" a distance of 338.70 feet to a point of tangency; thence North 06°20'00" East, a distance of 808.31 feet; thence South 89°00'00" West, a distance of 45.00 feet; thence North 06°20'00" East, a distance of 65.00 feet; thence North 89°00'00" East, a distance of 45.00 feet; thence North 06°20'00" East, a distance of 120.00 feet; thence North 00°53'00" East, a distance of 1084.72 feet to POINT A.

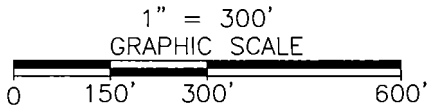
Containing 9.43 acres, more or less.

**SURVEYOR'S REPORT:**

1. Bearings shown hereon are based on the East line of the Northwest Quarter Section 33, Township 24 South, Range 31 East being South 00°59'44" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

<b>Sketch of Description</b>	Date: July 16, 2018	CH	Certification Number LB2108 49841398
FOR <b>Orange County</b> <b>Environmental Protection</b> <b>Division</b>	Job Number: 49841	Scale: 1" = 300'	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 Phone: 407-292-8550 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that <b>THIS IS NOT A SURVEY.</b>		
	REVISED: 08-03-2018 CH		
SHEET 1 OF 3 SEE SHEETS 2-3 FOR SKETCH			 <b>JAMES L. PETERSEN</b> REGISTERED LAND SURVEYOR Number 4791

SKETCH OF DESCRIPTION  
PARCEL 102



POINT OF COMMENCEMENT

N LINE OF NW 1/4 OF SEC 33-24-31

NORTH 1/4 CORNER OF SECTION 33-24-31

L1 E LINE OF NW 1/4 OF SEC 33-24-31

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S00°59'44"E	1526.39'
L2	N89°59'53"E	453.03'
L3	N00°53'00"E	292.70'
L4	N08°00'00"E	252.81'
L5	N00°19'00"W	707.47'
L6	S89°41'00"W	80.00'
L7	N00°19'00"W	255.27'
L8	N90°00'00"W	210.92'
L9	N00°00'00"E	50.00'
L10	N90°00'00"E	260.64'
L11	S00°19'00"E	255.00'
L12	N89°41'00"E	80.00'
L13	S00°19'00"E	761.11'
L14	S08°00'00"W	253.34'
L15	S00°53'00"W	288.82'
L16	N89°59'53"W	50.01'
L17	N89°59'53"E	110.00'
L18	S00°53'00"W	1249.72'
L31	N00°53'00"E	1084.72'

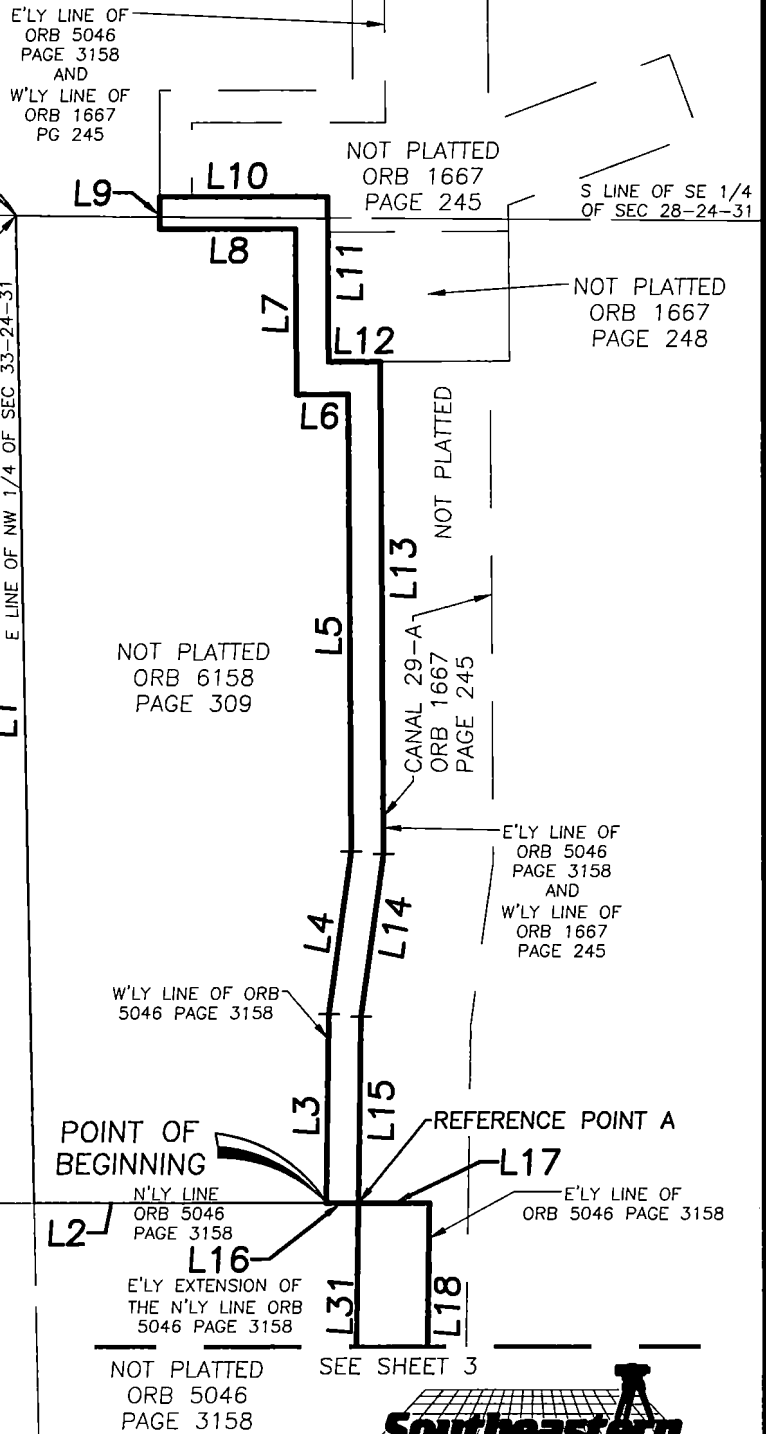


**ABBREVIATIONS:**

- E'LY = EASTERLY
- W'LY = WESTERLY
- N'LY = NORTHERLY
- SEC = SECTION
- ORB = OFFICIAL RECORDS BOOK
- TB = TANGENT BEARING
- NT = NON TANGENT
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY

REVISED: 08-03-2018 CH  
Drawing No. 49841398  
Job No. 49841  
Date: JULY 16, 2018  
SHEET 2 OF 3  
See Sheet 1 for Description

THIS IS NOT A SURVEY.  
NOT VALID WITHOUT SHEET 1 THROUGH 3



SOUTHEASTERN SURVEYING  
AND MAPPING CORPORATION  
6500 All American Boulevard  
Orlando, Florida 32810-4350  
(407) 292-8580  
Certification Number LB2108  
e-mail: info@southeasternsurveying.com

SKETCH OF DESCRIPTION  
PARCEL 102

SEE SHEET 2

W'LY LINE OF  
CANAL-29A  
ORB 1667 PAGE 245

E'LY LINE OF  
ORB 5046  
PAGE 3158

**ABBREVIATIONS:**

- E'LY = EASTERLY
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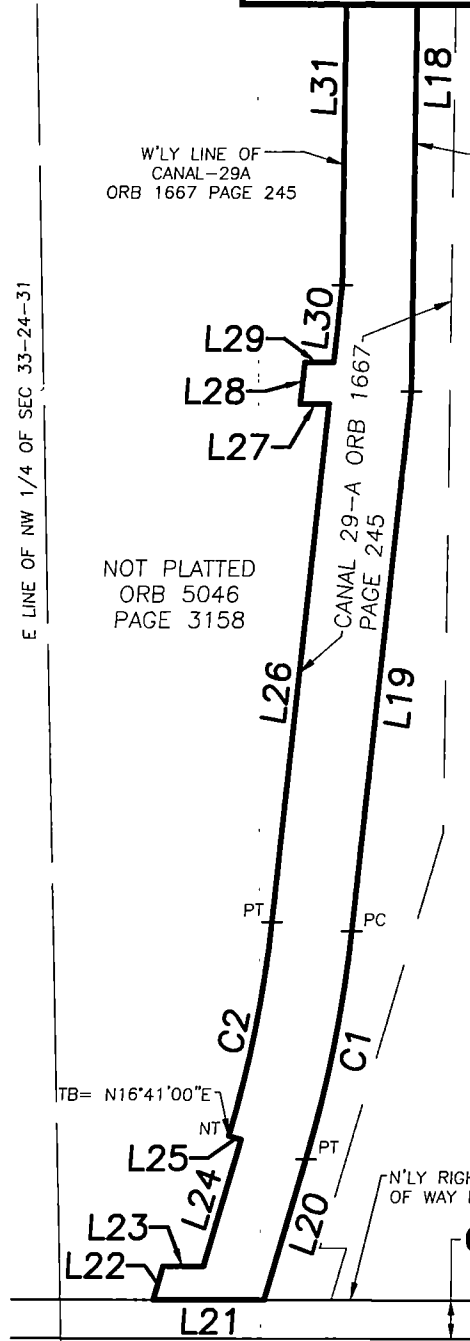
E LINE OF NW 1/4 OF SEC 33-24-31

NOT PLATTED  
ORB 5046  
PAGE 3158

CANAL 29-A ORB 1667  
PAGE 245

NOT PLATTED  
ORB 8642  
PAGE 4932

LINE TABLE		
LINE #	BEARING	LENGTH
L18	S00°53'00"W	1249.72'
L19	S06°20'00"W	841.19'
L20	S16°41'00"W	227.75'
L21	N89°55'38"W	172.18'
L22	N16°41'00"E	54.08'
L23	S89°55'38"E	62.61'
L24	N16°41'00"E	205.00'
L25	N73°19'00"W	20.00'
L26	N06°20'00"E	808.31'
L27	S89°00'00"W	45.00'
L28	N06°20'00"E	65.00'
L29	N89°00'00"E	45.00'
L30	N06°20'00"E	120.00'
L31	N00°53'00"E	1084.72'



**CLAPP SIMS DUDA ROAD**  
60.00' RIGHT OF WAY  
PER DEED BOOK 649 PAGE 126  
& ORB 1620, PAGE 778

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	2000.00'	10°21'00"	361.28'	S11°30'30"W	360.79'
C2	1875.00'	10°21'00"	338.70'	N11°30'30"E	338.24'

REVISED: 08-03-2018 CH  
Drawing No. 49841398  
Job No. 49841  
Date: JULY 16, 2018  
SHEET 3 OF 3  
See Sheet 1 for Description

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NOT VALID WITHOUT SHEET 1 THROUGH 3



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