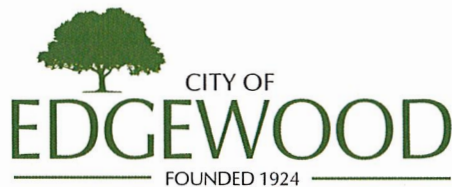


BCC Mtg. Date: December 15, 2020



THIS IS A CERTIFIED COPY OF ORDINANCE NO. 2020-05- AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ANNEXING APPROXIMATELY 16.32 ACRES INTO THE CORPORATE LIMITS OF THE CITY OF EDGEWOOD; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR LAND USE DESIGNATION; PROVIDING FOR REVISION OF CITY CHARTER AS TO LAND BOUNDARIES; PROVIDING FOR FILINGS WITH APPROPRIATE GOVERNMENTAL ENTITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Certified by:

A handwritten signature in dark ink, appearing to read "Bmeeks", written over a horizontal line.

City Clerk Bea L. Meeks, MMC, CPM, CBTO

Received by: Clerk of BCC 11/23/2020 JK

c: Planning, Environmental, & Development Services Director Jon Weiss

Planning Division Manager Alberto Vargas

Planner II Nicolas Thalmueller

405 BAGSHAW WAY • EDGEWOOD, FL 32809

PHONE: 407-851-2920

FAX: 407-851-7361

BCC Mtg. Date: December 15, 2020

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ANNEXING APPROXIMATELY 16.32 ACRES INTO THE CORPORATE LIMITS OF THE CITY OF EDGEWOOD; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR LAND USE DESIGNATION; PROVIDING FOR REVISION OF CITY CHARTER AS TO LAND BOUNDARIES; PROVIDING FOR FILINGS WITH APPROPRIATE GOVERNMENTAL ENTITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to annex the property described in Exhibit “A” attached (“Annexation Area”); and

WHEREAS, the Annexation Area has no registered electors, and owners representing a majority of the parcels and land area in the Annexation Area have consented to annexation pursuant to a Preannexation Agreement attached hereto as Exhibit “B”; and

WHEREAS, the City Council has determined that the property proposed to be annexed into the City of Edgewood is all within an unincorporated area of Orange County, is reasonably compact and contiguous to the corporate areas of the City of Edgewood, and it is further determined that the annexation of said property will not result in the creation of any enclave, and it is further determined that annexation of said property otherwise fully complies with the requirements of State law; and

WHEREAS, as required under F.S. § 171.042(1), the City has prepared an urban services report, which notes that the City can provide all urban services currently enjoyed by residents of the City immediately upon annexation; and

WHEREAS, as required under F.S. § 171.042(2), the City provided a copy of its urban services report to the Orange County Board of County Commissioners no fewer than fifteen (15) days prior to commencing annexation procedures; and

WHEREAS, as required under F.S. § 171.042(3) the City mailed written notice describing (1) the annexation proposal, (2) the time and place for each public hearing to be held regarding the annexation and (3) the place within the municipality where the proposed ordinance was available for inspection to each person who resides or owns property within the Annexation area no fewer than ten (10) days prior to the date of the first public hearing on this annexation; and

WHEREAS, the City has complied with all provisions required under Chapter 171, *Florida Statutes*; and

WHEREAS, the City Council of the City of Edgewood finds that this Ordinance is in the best interest of the health, safety, and welfare of citizens, businesses, and visitors to the City of Edgewood.

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Edgewood, Florida as follows:

Section 1. **Legislative Findings.** The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Edgewood.

Section 2. **Sufficiency of Consent to Annexation.** The City Council hereby finds that the Annexation Area includes no registered electors, and that the Preannexation Agreement attached hereto as Exhibit “B” establishes that owners of more than 50 percent of the parcels and land area within the Annexation Area have consented in writing to annexation into the City of Edgewood.

Section 3. **Legal Description of Annexed Area.** The following described property is hereby annexed into the City of Edgewood:

See attached Composite Exhibit “A”

Section 4. **Effect of Annexation.** Upon this Ordinance becoming effective, the property owners within said Annexation Area shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of Edgewood, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Edgewood, Florida and the provisions of said Chapter 171, *Florida Statutes*.

Section 5. **Land Use Designation.** Pursuant to Section 171.062(2), *Florida Statutes*, the land to be annexed shall retain the Land Use designated by Orange County until the City adopts a Comprehensive Plan Amendment that includes the annexed area.

Section 6. **Revision of Charter.** Pursuant to Section 166.031, Florida Statutes, adoption of this Ordinance shall act as an amendment to the Charter of the City of Edgwood, Florida, only to the extent that the corporate boundaries of said City shall be expanded to now include and encompass the land area described in Section 3 above.

Section 7. **Official Filing of Ordinance.** Within seven (7) days after adoption, a certified copy of the Ordinance together with a map which clearly shows the annexed area shall be forwarded and filed with the Clerk of the Circuit Court of Orange County, Florida; the Chairperson of the Board of County Commissioners of Orange County, Florida; the Property Appraiser of Orange County, Florida; and the Department of State, Secretary of State, State of Florida.

Section 8. **Severability.** The provisions of this ordinance are declared to be

severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, this decision shall not affect the validity of the remaining section, sentences, clause and phrases of this ordinance, which shall remain in effect it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

Section 9. Conflicts. Any ordinance in conflict with this ordinance is hereby repealed by implication.

Section 10. Codification. The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Edgewood.

Section 11. Effective Date. This ordinance shall be effective immediately upon its adoption.


PASSED AND ADOPTED this 20th day of November, 2020, by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: October 20, 2020

PASSED ON SECOND READING: November 17, 2020


Richard A. Horn, Council President

ATTEST:


Bea L. Meeks
City Clerk



COMPOSITE EXHIBIT “A”

Parcels to be Annexed

OAKWATER CIRCLE:

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-001

Legal: The common area Right-of-Way (OAKWATER CIR), OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

VACANT LAKE JENNIE JEWEL PARCEL:

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-004

Legal: That part of the common area lying southwesterly of Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 1:

Owned by: David F. Cowan, Jr. and Amanda Aubry Cowan, as husband and wife

Parcel ID: 12-23-29-6138-00-100

Legal: Unit 1, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 2:

Owned by: Torres Realty Holding, LLC

Parcel ID: 12-23-29-6138-00-200

Legal: Unit 2, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930,

Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 3:

Owned by: Donald S. Harden and Scottie M. Harden as Co-Trustees UDT

Parcel ID: 12-23-29-6138-00-300

Legal: Unit 3, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNITS 4 and 5:

Owned by: Neurology Holdings LLC

Parcel ID: 12-23-29-6138-00-400

Legal: Units 4 and 5, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 6:

Owned by: Ritalex Properties, LLC

Parcel ID: 12-23-29-6138-00-600

Legal: Unit 6, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto; LESS; the North 55 feet of Unit 6.

UNITS 7 and 8:

Owned by: Oakwater Internal Medicine Specialists

Parcel ID: 12-23-29-6138-00-700

Legal: Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 9:

Owned by: Lumi Holdings LLC

Parcel ID: 12-23-29-6138-00-900

Legal: Unit 9, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 10:

Owned by: James B. Nicoloff and Zulima A. Nicoloff, as husband and wife

Parcel ID: 12-23-29-6138-01-000

Legal: Unit 10 and that part of the common area lying northerly of said Unit 10, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 11:

Owned by: 3824 Oakwater Circle, LLC

Parcel ID: 12-23-29-6138-01-100

Legal: Unit 11 and that part of the common area lying northerly of said Unit 11, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

EXHIBIT "B"

Preannexation Agreement

[Exhibit Begins on Following Page]



ORDINANCE NO. 2020-05 - AN ORDINANCE OF THE CITY OF EDGEWOOD, ORANGE COUNTY, FLORIDA, ANNEXING APPROXIMATELY 16.32 ACRES INTO THE CORPORATE LIMITS OF THE CITY OF EDGEWOOD; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR LAND USE DESIGNATION; PROVIDING FOR REVISION OF CITY CHARTER AS TO LAND BOUNDARIES; PROVIDING FOR FILINGS WITH APPROPRIATE GOVERNMENTAL ENTITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

DOC# 20200380014
07/15/2020 11:31:12 AM Page 1 of 22
Rec Fee: \$188.50
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Phil Diamond, Comptroller
Orange County, FL
MB - Ret To: JACOB SCHUMER

Prepared by and return to:
Jacob Schumer
2300 Maitland Center Pkwy. Ste. 100
Orlando, Florida 32801



**PRE-ANNEXATION AGREEMENT
Oakwater Professional Park**

THIS PRE-ANNEXATION AGREEMENT (the "Agreement") is made and entered into this 29th day of June, 2020, by and between the **City of Edgewood, Florida**, a Florida municipal corporation ("City"), whose address is 405 Larue Avenue, Edgewood FL 32809, and the **Property Owners at Oakwater Professional Park**, a group of property owners (the "Owners"), whose precise identities and respective properties are further described herein. Owners and/or City are sometimes together referred to herein as the "Parties," and separately as a "Party," as the context requires.

RECITALS:

WHEREAS, the Owners collectively own certain real property located in Orange County, Florida consisting of 16.32 acres, more or less (the "Property"), which is further described and delineated by owner in attached **Exhibit "A"**; and

WHEREAS, the Property does not have any registered electors; and

WHEREAS, the parcels bordering the south of the Property are currently within the municipal boundaries of the City and both the City and the Owners desire that the Property be annexed into the City; and

WHEREAS, the Property is reasonably compact and contiguous and will not result in the creation of any enclaves, and will otherwise satisfy all requirements for voluntary annexation set forth in Chapter 171, *Florida Statutes*, whether through Section 171.044 or 171.0413; and

WHEREAS, the purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect the foregoing, and other matters set forth herein; and

WHEREAS, this Agreement is authorized by the City's Home Rule Charter, Comprehensive Plan, Chapter 171, *Florida Statutes* and Article VIII, Section 2(b) of the Florida Constitution; and

WHEREAS, the City and Owners agree that after the Owners convey a right-of-way easement to the City establishing public access to Oakwater Circle (as described in Exhibit "A," which is owned by signor Oakwater Professional Park Owners Association, Inc. ("Oakwater POA")), the City will provide certain funding for resurfacing; and

WHEREAS, the Parties understand that the City intends to treat Oakwater Circle in the same manner as any other City right-of-way, and therefore neither this Agreement nor the

Oakwater Circle right-of-way easement will impose any contractual maintenance obligation on the City; and

WHEREAS, the Owners intend to seek further infrastructure and beautification upgrades but shall do so at their own direction, cost and expense; and

WHEREAS, the City finds that the City's interest will be best served by annexing the Property into its municipal boundaries under the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** Each and all of the foregoing Recitals are declared to be true and correct and are incorporated herein by this reference.
2. **Petition.** This Agreement, upon execution by Oakwater POA and the other Owners, who together represent more than 50 percent of the parcels of land in the Property, shall serve as and constitute a petition and consent by the signing Owners for the annexation of the Property into the City, provided that the City shall thereafter annex the Property into the City subject to the terms and conditions of this Agreement. Due to its individual obligations, Oakwater POA is an essential signor to this Agreement. By signing this Agreement, each signing Owner represents and confirms that they are authorized to bind their respective properties as reflected in Exhibit "A" and intend to do so with this Agreement.
3. **Annexation Fees.** No fees, costs or expenses will be charged to or become due from the Owners to the City on account of the City's review and processing of this Agreement or the annexation of the Property into the corporate limits of the City.
4. **Oakwater Circle Easement and Resurfacing.** Upon the Property successfully annexing into the City, including surviving any challenges under Section 171.081, *Florida Statutes*, Oakwater POA shall execute and the City shall accept the right-of-way easement providing public access to the entirety of Oakwater Circle attached as **Exhibit "B"**. Upon the recording of said easement, the City agrees to fund reasonably necessary expenses to (1) resurface and make subsurface repairs to the current road on Oakwater Circle, (2) repair and replace damaged curbing along Oakwater Circle, and (3) cut, maintain, remove, and replace trees as necessary due to such construction activities, up to a maximum total of \$50,000. In the event the project costs more than \$50,000, Oakwater POA agrees to fund the remainder. Oakwater POA shall control the resurfacing project and be responsible for its execution. If Oakwater POA fails to deliver the easement to the City within one year of the annexation of the Property, this section shall expire and be of no further force and effect.
5. **Limitation on Funding Obligations.** Except as specifically described in Section 4 of this Agreement, the City shall have no obligation to the Owners under this Agreement to fund any public facilities, infrastructure or maintenance on the Property or necessitated by development of the Property.



6. **Gender, Number and Subtitles.** As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.
7. **Severability.** Invalidation of any word, clause, sentence, or section contained herein due to illegality, unconstitutionality, or for any other reason and as determined by a court of competent jurisdiction shall not act to cause this entire Agreement to be found to be invalid, illegal or unconstitutional, and said documents shall be read without such invalid, illegal or unconstitutional word, clause, sentence or section.
8. **Recording in Public Records.** This Agreement shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall insure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by both Parties.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute on and the same instrument.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and Agreements. Amendment to or waivers of the provisions herein shall be made by the Parties in writing.
11. **No Third-Party Beneficiaries.** The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
12. **Controlling Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of City in effect at the time of the Effective Date.
13. **Venue.** The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
14. **No General Obligation.** In no event shall any obligation of City under this Agreement be or constitute a general obligation or indebtedness of City or a pledge of the ad valorem taxing power of City, within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither Owners nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City's obligations or undertakings hereunder.
15. **Agency.** Owner and City, and their agents, contractors or subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of each other.




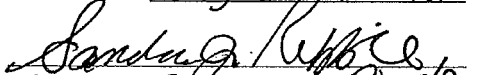
16. **Interpretation.** The Parties hereby acknowledge and agree that each has participated equally in the drafting of this Agreement, and neither Party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the Parties.

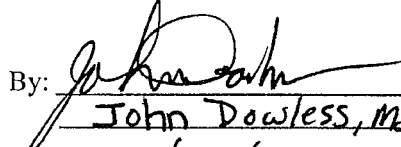
17. **Effective Date.** The "Effective Date" of this Agreement is the date when this Agreement is duly recorded in the Public Records of Orange County, Florida.

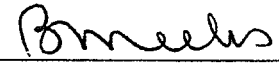
IN WITNESS WHEREOF, the Parties have set their hands and seals onto this Agreement prior to the Effective Date.

Signed, sealed and delivered
in the presence of:

CITY OF EDGEWOOD, FLORIDA


Print Name: Virginia Kenneria

Print Name: Sandra J. Pfeiffer

By: 
John Dowless, Mayor
Date: 6/29/2020

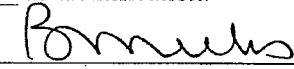
Attest 
Bea L. Meeks City Clerk

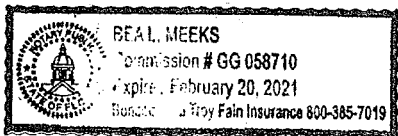


STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 29th day of June, 2020, by Virginia Kenneria, Sandra Pfeiffer of the City of Edgewood, on behalf of the CITY OF EDGEWOOD, FLORIDA, a Florida municipal corporation, who is personally known to me or has produced _____ as identification.


Notary Public
Print Name: Bea L. Meeks



UNIT 1

DAVID F. COWAN, JR
AMANDA AUBRY COWAN
3615 S. Orange Avenue
Orlando, FL 32806

David F. Cowan, Jr
DAVID F. COWAN, JR

Title: _____

Date: _____

Witnesses:

Becky J. Harris

Signature: Becky J. Harris

Print Name: _____

Laurie Kilgore

Signature: Laurie Kilgore

Print Name: _____

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 28 day of April, 2020, by _____, as _____ of, on behalf of the company, who is _____ personally known to me or has produced Driver license as identification.

Notary Seal:



Michele Marie Root
Notary Public
Print Name: Michele Marie Root

Witnesses:

Becky J. Harris

Signature: Becky J. Harris

Print Name: _____

Laurie Kilgore

Signature: Laurie Kilgore

Print Name: _____

Amanda Aubry Cowan
AMANDA AUBRY COWAN

Title: _____

Date: 28 April 2020

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this 28 day of April, 2020, by _____, as _____ of, on behalf of the company, who is _____ personally known to me or has produced Driver license as identification.

Notary Seal:



Michele Marie Root
Notary Public
Print Name: Michele Marie Root

UNIT 2
TORRES REALTY HOLDING, LLC
3813 Oakwater Circle
Orlando, FL 32806

Witnesses:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2020,
by _____, as _____ of, on behalf of the company, who is
__ personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public Signature: _____

Print Name: _____

UNIT 3

DONALD S. HARDEN
SCOTTIE M. HARDEN
3825 Oakwater Circle
Orlando, FL 32806

Witnesses:

David Harden

Signature: DAVID L. HAROEN

Print Name:

Sherilyn F. Whitaker

Signature: Sherilyn F. Whitaker

Print Name:

Donald S. Harden
DONALD S. HARDEN

Title: Co-Trustee

Date: 04-02-2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 2 day of April, 2020, by _____, as _____ of, on behalf of the company, who is _____ personally known to me or has produced Driver license as identification.

Notary Seal:



Witnesses: David Harden

Signature: DAVID L. HAROEN

Print Name:

Sherilyn F. Whitaker

Witness Signature: Sherilyn F. Whitaker

Print Name:

Michele Marie Root

Notary Public Signature: Michele Marie Root

Print Name:

Scottie M. Harden
SCOTTIE M. HARDEN

Title: Co-Trustee

Date: 4-2-2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 2 day of April, 2020, by _____, as _____ of, on behalf of the company, who is _____ personally known to me or has produced Driver license as identification.

Notary Seal:



Michele Marie Root

Notary Public Signature: Michele Marie Root

Print Name:

UNITS 4/5
NEUROLOGY HOLDINGS, LLC
3849 Oakwater Circle
Orlando, FL 32806

Witnesses:

Rebecca Klaffer
Signature:

Rebecca Klaffer
Print Name:

Naomi Klaffer
Signature:

Naomi Klaffer
Print Name:

Shari S. Klaffer
Signature:

Shari S. Klaffer
Print Name:

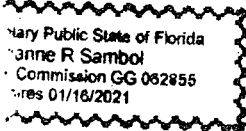
Title: Manager LLC

Date: 4/9/2020

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 9th day of April, 2020, by Shari Klaffer as _____ of, on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Seal:



Dianne R. Sambol
Notary Public Signature:

Dianne R. Sambol
Print Name:

UNIT 6
RITALEX PROPERTIES, LLC
3861 Oakwater Circle
Orlando, FL 32806

Witnesses:

[Signature]
Signature:

Amanda Johnson
Print Name:

[Signature]
Signature:

Karla Rolón Rivera
Print Name:

[Signature]
Signature:

Eugene Melvin Jr.
Print Name:

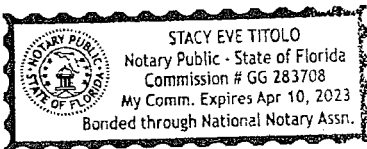
Title: MO / owner

Date: 5.8.20

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 8th day of May, 2020, by Ritalex, as Eugene Melvin Jr., on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Seal:



[Signature]
Notary Public Signature:

Stacy Titolo
Print Name:

UNIT 7/8
OAKWATER INTERNAL MEDICINE
SPECIALISTS
3885 Oakwater Circle
Orlando, FL 32806

Witnesses:

Michele Desjous
Signature:

Michele Desjous
Print Name:

Deleen D Smith
Signature:

Deleen Smith
Print Name:

Jeffrey Cohen MD
Signature:

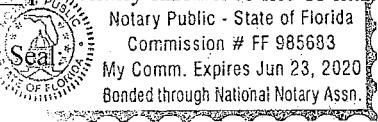
Jeffrey Cohen MD
Printed Name:

Title: Managing Partner

Date: 5/5/20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5th day of May, 2020, by Jeffrey Cohen of, on behalf of the company, who is personally known to me or has produced FDW 60043360 as identification.

Notary Seal: 

Lisa Whitlock
Notary Public Signature:
Print Name:

Witnesses:

Michele Desjous
Signature:

Michele Desjous
Print Name:

Deleen D Smith
Signature:

Deleen D Smith
Print Name:

Jeffrey Cohen MD
Signature:

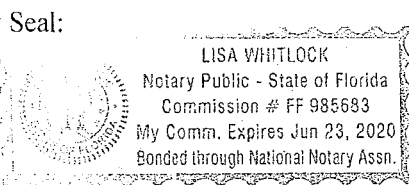
C. Jeffrey Cohen MD
Print Name:

Title: MD

Date: 5/5/20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5th day of May, 2020, by Jeffrey Cohen as 2020 of, on behalf of the company, who is personally known to me or has produced FDW 60043360 as identification.

Notary Seal: 

Lisa Whitlock
Notary Public Signature:
Print Name:

UNIT 9
LUMI HOLDINGS LLC
3872 Oakwater Circle
Orlando, FL 32806

Witnesses:

Signature:

Print Name:

Signature:

Print Name:

Signature:

Print Name:

Title:

Date:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2020,
by _____, as _____ of, on behalf of the company, who is
_____ personally known to me or has produced _____ as identification.

Notary Seal:

Notary Public Signature:

Print Name:

UNIT 10

**JAMES B. NICOLOFF
ZULIMA A. NICOLOFF
3802 Oakwater Circle
Orlando, FL 32806**

Witnesses:

M. Torre
Signature:
Mercedes Torres
Print Name:

Claribel Iturrino
Signature:
Claribel Iturrino
Print Name:

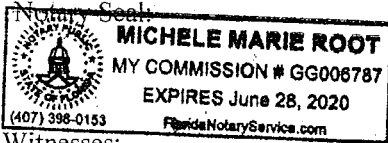
James B. Nicoloff
JAMES B. NICOLOFF

Title: Joint Owner

Date: 4-21-20

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 21 day of April, 2020, by _____, as _____ of, on behalf of the company, who is _____ personally known to me or has produced Diane Leanne as identification.



Witnesses:

M. Torre
Signature:
Mercedes Torres
Print Name:

Claribel Iturrino
Signature:
Claribel Iturrino
Print Name:

Michele Marie Root
Notary Public Signature:
Print Name: Michele Marie Root

Zulima A. Nicoloff
ZULIMA A. NICOLOFF
Title: Joint Owner
Date: 4/21/20

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 21 day of April, 2020, by _____, as _____ of, on behalf of the company, who is _____ personally known to me or has produced Diane Leanne as identification.

Notary Seal:



Michele Marie Root
Notary Public Signature:
Print Name: Michele Marie Root

UNIT 11
3824 OAKWATER CIRCLE, LLC
3824 Oakwater Circle
Orlando, FL 32806

Witnesses:
[Signature]

Signature: _____

Jose Rubiste

Print Name: _____

[Signature]

Signature: _____

Gokul Kumer

Print Name: _____

[Signature]
Signature: _____

Eric Feinstein
Print Name: _____

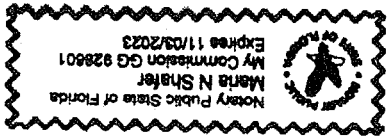
Title: Owner

Date: 4/9/2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 9 day of April, 2020,
by E Feinstein, as Owner of, on behalf of the company, who is
 personally known to me or has produced _____ as identification.

Notary Seal:



[Signature]
Notary Public Signature: _____

maria Shafer
Print Name: _____

**OAKWATER CIRCLE and
VACANT LAKE JENNIE
JEWEL PARCEL:**

Oakwater Professional Park Owners
Association, Inc.
3802 Oakwater Circle, Suite 2
Orlando, FL 32806

Witnesses:

M. Torre
Signature:

James B. Nicoloff
Signature:

Mercedes Torres
Print Name:

JAMES B. NICOLOFF
Print Name:

Claribel Iturrino
Signature:

Title: PRESIDENT

Claribel Iturrino
Print Name:

Date: 4.21.20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 21 day of April, 2020, by _____, as _____ of, on behalf of the company, who is _____ personally known to me or has produced Diana Wences as identification.

Notary Seal:



Michele Marie Root
Notary Public Signature:

Michele Marie Root
Print Name:

EXHIBIT A:
PROPERTIES TO BE ANNEXED AND RESPECTIVE OWNERS

OAKWATER CIRCLE:

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-001

Legal: The common area Right-of-Way (OAKWATER CIR), OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

VACANT LAKE JENNIE JEWEL PARCEL:

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-004

Legal: That part of the common area lying southwesterly of Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 1:

Owned by: David F. Cowan, Jr. and Amanda Aubry Cowan, as husband and wife

Parcel ID: 12-23-29-6138-00-100

Legal: Unit 1, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 2:

Owned by: Torres Realty Holding, LLC

Parcel ID: 12-23-29-6138-00-200

Legal: Unit 2, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.



UNIT 3:

Owned by: Donald S. Harden and Scottie M. Harden as Co-Trustees UDT

Parcel ID: 12-23-29-6138-00-300

Legal: Unit 3, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNITS 4 and 5:

Owned by: Neurology Holdings LLC

Parcel ID: 12-23-29-6138-00-400

Legal: Units 4 and 5, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 6:

Owned by: Ritalex Properties, LLC

Parcel ID: 12-23-29-6138-00-600

Legal: Unit 6, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto; LESS; the North 55 feet of Unit 6.

UNITS 7 and 8:

Owned by: Oakwater Internal Medicine Specialists

Parcel ID: 12-23-29-6138-00-700

Legal: Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 9:

Owned by: Lumi Holdings LLC



Parcel ID: 12-23-29-6138-00-900

Legal: Unit 9, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 10:

Owned by: James B. Nicoloff and Zulima A. Nicoloff, as husband and wife

Parcel ID: 12-23-29-6138-01-000

Legal: Unit 10 and that part of the common area lying northerly of said Unit 10, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

UNIT 11:

Owned by: 3824 Oakwater Circle, LLC

Parcel ID: 12-23-29-6138-01-100

Legal: Unit 11 and that part of the common area lying northerly of said Unit 11, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.



EXHIBIT B:
OAKWATER CIRCLE RIGHT-OF-WAY EASEMENT

[EXHIBIT BEGINS ON FOLLOWING PAGE]



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Jacob J. Schumer
2300 Maitland Center Pkwy
Suite 100
Maitland, FL 32751
(407) 622-1772

TO be
executed
& recorded
separately

RIGHT-OF-WAY EASEMENT

THIS RIGHT-OF-WAY EASEMENT is made and entered into this ___ day of _____, 20 __, by and between OAKWATER PROFESSIONAL PARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 3802 Oakwater Circle Suite #2, Orlando, Florida 32806, hereinafter referred to as the GRANTOR, and the CITY OF EDGEWOOD, a municipality of the State of Florida, whose address is 405 Bagshaw Way, Edgewood, Florida 32809, hereinafter referred to as the GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a right-of-way easement on and over the following described real property ("Easement Property") situated in the County of Orange, State of Florida:

The common area Right-of-Way (OAKWATER CIR), OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

Parcel ID: 12-23-29-6138-00-001

Included in this right-of-way easement is the right of the GRANTEE and its assigns to access, enter and cross the Easement Property at any time that the GRANTEE may see fit. The purpose of said right-of-way easement is provide public access across the Easement Property such that the Easement Property may be utilized as a public right-of-way. GRANTOR understands that GRANTEE shall treat the Easement Property in the same manner as other similarly situated rights-of-way maintained by the GRANTEE within the City of Edgewood. Thus, the GRANTEE shall have the right, but not the obligation to maintain the road on the Easement Property under this right-of-way easement.

TO HAVE AND TO HOLD said easement unto said GRANTEE and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear, keep clear and remove from said Easement Property any and all obstructions that may interfere with right-of-way thereon by the GRANTEE and its assigns, and the GRANTORS, their successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said Easement Property.

THE GRANTOR does hereby covenant with the GRANTEE, that GRANTOR is lawfully seized and possessed of the real estate above-described, that it has a good and lawful right to convey the said right-of-way easement and that it is free from all encumbrances.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

GRANTOR
OAKWATER PROFESSIONAL PARK OWNERS
ASSOCIATION, Inc., a Florida corporation

Witness Signature

By: _____
James B. Nicoloff, as its President

Printed Name

Witness Signature

Printed Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared James Nicoloff, who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of A.D. 2020.

Notary Public; State of Florida
(Affix Notarial Seal)

Printed Name
My Commission expires: _____

GRANTEE:
City of Edgewood, Florida
Municipal Corporation

Witness Signature

By: _____
John Dowless, Mayor

Printed Name

Witness Signature

ATTEST:

City Clerk

Printed Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared John Dowless, as Mayor of the City of Edgewood, Florida, who is personally known to me or who produced his/her Florida Driver's License as identification and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of A.D. 2020.

Notary Public; State of Florida
(Affix Notarial Seal)

Printed Name
My Commission expires: _____