



Legislation Text

File #: 24-1293, **Version:** 1

Interoffice Memorandum

DATE: August 20, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Anmber Ayub, Program Manager

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Grant of Perpetual Exclusive Easement and Declaration of Restrictions by and between ORRA Ventures, LLC and Orange County, Florida, and authorization for the Director of Public Works to exercise all delegations of authority expressly provided for in the Grant of Perpetual Exclusive Easement and Declaration of Restrictions, and authorization for Real Estate Management to record instrument for Home Depot PSP/ORRA - CDR-20-07-180 - 21902895 - 20907650. District 2. **(Real Estate Management Division)**

PROJECT: Home Depot PSP/ORRA - CDR-20-07-180 - 21902895 - 20907650

PURPOSE: To provide for access, construction, and maintenance of roadway improvements.

ITEM:

Grant of Perpetual Exclusive Easement and Declaration of Restrictions

Cost: None

Size: 2,456 square feet

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Public Works Department

REMARKS: This action is to provide a permanent Perpetual Exclusive Easement from ORRA Ventures, LLC (Grantor) to Orange County, for future public roadway improvements on the described lands. Grantor to pay recording fees.

**INSTRUMENT PREPARED BY &
AFTER RECORDING RETURN TO:**

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

Property Appraiser's Parcel Identification Number:
a portion of 35-21-29-0000-00-091

Project: Home Depot PSP / ORRA – CDR-20-07-180 – 21902895 – 20907650
Permit # B20907650

THIS IS A DONATION

NOTICE: THIS DOCUMENT WAS ACCEPTED AND APPROVED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITY AS PART OF, OR AS A CONDITION OF, ANY SUCH COMPREHENSIVE PLAN OR PLAN AMENDMENT; ZONING ORDINANCE; LAND DEVELOPMENT REGULATION; BUILDING CODE; DEVELOPMENT PERMIT; DEVELOPMENT ORDER; OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERNATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT (See Section 712.04, Florida Statutes).

**GRANT OF PERPETUAL EXCLUSIVE EASEMENT
AND DECLARATION OF RESTRICTIONS**

THIS GRANT OF PERPETUAL EXCLUSIVE EASEMENT AND DECLARATION OF RESTRICTIONS AGREEMENT (the "**Agreement**") is made and entered into by and between **ORRA VENTURES, LLC**, a Florida limited liability company ("**Owner**"), with mailing address of 1330 Lee Road, Orlando, Florida 32810, and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**County**"), with mailing address of P.O. Box 1393, Orlando, Florida 32802-1393.

RECITALS

WHEREAS, Owner holds fee simple title to a certain parcel of real property situated in Orange County, Florida, as more particularly described in the attached **Exhibit A** (the "**Property**"); and

WHEREAS, Owner also holds fee simple title to a certain parcel of real property situated in Orange County, Florida, as more particularly described in the attached **Exhibit B** (the "**Owner HQ Property**"); and

WHEREAS, it is a condition of approval per The Home Depot at Lee Road and I-4 Preliminary Subdivision Plan (Case #CDR-20-07-180, heard at the July 27, 2021 Board of County Commissioner’s Public Hearing) that prior to any certificate of occupancy for any building on Owner HQ Property requires Owner to convey to the County the right of way for future Diplomat Circle and Lake Destiny Drive connection across the Easement Area (as herein defined) on the Property (the “**Condition of Approval**”); and

WHEREAS, Owner, as the owner of the Property, is subject to that certain Joinder and Consent to Membership in Interstate Park Property Owners Association of Orlando, Inc., recorded November 30, 2001, in Official Records Book 6402, Page 1581, Public Records of Orange County (the “**Joinder**”); and

WHEREAS, Owner of the Owner HQ Property, has constructed its building pursuant to Permit No. B20907650 (“**Permit**”) and has applied for its certificate of occupancy; and

WHEREAS, Owner has agreed to convey to the County an exclusive easement for the Easement Area, together with an affirmative obligation to convey marketable fee simple title to the Easement Area to the County upon request, all as more particularly set forth herein to satisfy the Condition of Approval.

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

1. **Recitals and Exhibits**. The above recitals and the attached exhibits are true and correct and are hereby incorporated as a material part of this Agreement by this reference.

2. **Grant**.

a. Owner hereby grants to County the following exclusive pedestrian and vehicular access easement (the “**Easement**”) across that portion of the Property as surveyed by Southeastern Surveying in that Sketch & Description dated March 30, 2021, as amended, Job Number 46940, and more particularly described in the attached **Exhibit C** (“**Easement Area**”), for the duration and purposes set forth below and subject to this declaration of covenants.

b. In addition, the above grant of Easement includes the right of County to go outside the bounds of the Easement Area as granted above for the purposes of entering upon the Easement Area in order to prepare the land for enjoyment of the Easement, including entry upon the Property to the extent reasonably necessary to make necessary repairs and maintenance upon the Easement granted herein. County’s exercise of the right to go outside the bounds of the original widths of the Easement Area for the purposes mentioned above will be in accordance with the terms of this Agreement and shall be by a route that causes the least amount of damage and inconvenience to Owner. The County shall repair all damage caused by the exercise of its access rights pursuant to this Section 2(b).

c. By virtue of entering into this Agreement with Owner, County is not obligating itself to construct any of the Improvements (hereinafter defined) or open this right of way for the use of the public.

3. **Duration and Purpose.** The Easement is granted in perpetuity and shall run with the land so as to be forever binding upon the parties hereto and their respective successors and assigns. The Easement is a perpetual exclusive easement over, under, on, upon, through and across the Easement Area to construct, operate, maintain, replace, upgrade, and remove roadway, utilities and drainage, and necessary appurtenances, over, under, along and across that certain real property (hereinafter collectively referred to as “**Improvements**”), for the purposes of public road right-of-way with associated easements for drainage and underground utilities.

4. **Affirmative Covenants.**

a. **Owner’s Affirmative Covenants.**

i. **Restrictions on Construction.** Owner, its successors and assigns, agrees that they do not have the right to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures within the Easement Area. The foregoing notwithstanding, Owner shall have the ongoing right to maintain the Easement Area (including the mowing thereof) so long as such maintenance does not affect the rights of the County hereunder.

ii. **Restriction on Encumbrance of Easement Area.** During the term of this Agreement, Owner, its successors and assigns, agree that it shall not encumber the Easement Area beyond those restrictions set forth in that Property Information Report prepared by Fidelity National Title Insurance Company, Order No. 11548750, dated August 15, 2024, attached as **Exhibit D** (the “**Existing Restrictions**”) without the prior written consent of the County.

iii. **Payment of Assessments.** The Joinder requires that Owner, as owner of the Property, join the Interstate Park Property Owners Association of Orlando, Inc., a Florida not-for-profit corporation (“**Association**”), as a Class A member, pay all common maintenance assessments and any and all assessments due as a member of the Association (collectively, the “**Assessments**”) and be subject to the Articles and Bylaws of the Association. Owner shall pay all Assessments as and when due and perform all obligations as a member of the Association.

iv. **Payment of Taxes.** Owner shall pay, prior to the same becoming “delinquent” (as such term is used in Section 197.333, Florida Statutes, or any successor provision thereto), all ad valorem taxes and non-ad valorem assessments, and all other taxes, assessments, liens, fees, and/or charges of any kind or nature (including without limitation assessments, fees, and/or other charges levied), appearing in any “tax notice” (as such term is defined in Section 197.102, Florida Statutes, or any successor provision thereto) issued by the Orange County Tax Collector (collectively, “**Taxes**”) for all tax parcels that include any portion of the Easement Area.

v. **Hold Harmless and Indemnification.** Owner, on behalf of itself and its successors, agents and assigns, hereby assume sole and entire responsibility and release, indemnify and defend (with counsel reasonably acceptable to the County) and hold harmless the County, its officials, officers, agents, contractors, and employees from and against any and all third party claims, suits, judgments, demands, liabilities, losses, damages, fees, fines, costs and expenses (including, but not limited to, attorneys’ fees,

paralegals fees, consultants’ fees and costs at all administrative pretrial, trial and appellate levels) of any kind or nature whatsoever arising out of or related in any way to the County’s grant of the Permit and Owner’s obligation to pay all Assessments and perform its obligations as a member of the Association, including without limitation all claims relating to injury to persons (including death) or to property, real or personal.

vi. Agreement to Convey. If at any time during the term of this Agreement the County requests that Owner convey to the County fee simple title to the Easement Area, Owner shall convey marketable fee title to the County, at Owner’s sole cost and expense, and free and clear of all encumbrances except the Existing Restrictions, those encumbrances hereafter imposed on the Easement Area which are approved by the County in writing via joinder and such other matters acceptable to the County, if any. Upon conveyance, this Agreement automatically shall terminate and be of no further force or effect. Notwithstanding the foregoing, the County shall have the right to request Owner use best efforts to cause the Easement Area to be released from the Joinder, failing which the deed of conveyance shall provide an affirmative obligation for Owner to pay any Assessments and perform all membership obligations in the Association arising under the Joinder, and Owner’s indemnity for same as set forth in Section 4(v) above shall remain in full force and effect.

b. County’s Affirmative Covenants.

i. Securing the Easement Area. The County acknowledges that in order to prevent the Property from being used as a cut-through to Lake Destiny Drive, there currently is a fence located along the boundary of the Easement Area and the balance of the Property. If at any time during the term of this Agreement (but prior to the construction of any Improvements) Owner requests either the relocation of the existing fence onto the Easement Area or for additional fencing to be erected within the Easement Area, then the County shall permit same, at Owner’s sole cost and expense.

ii. No Other Access. The County shall not at any time during the term of this Agreement use the balance of the Property (any portion of the Property not located within the Easement Area) to access Lake Destiny Drive; provided, however, the foregoing shall not impact the rights of the County as set forth in Section 2(b) above. Access to the Easement Area by the County, its permittees, licensees, and their agents and employees will be from the adjacent road, commonly referred to as Diplomat Circle.

5. Notice. For purposes of this Agreement, the parties agree that the following are the designated personnel to receive notice for purposes of any issues related to the Easement or amendment or termination of this Agreement. All notices or deliveries required under this Agreement shall be hand-delivered or overnight courier directed to the addresses set forth below. All notices so given shall be considered effective, if hand-delivered, when received; if delivered by courier, one (1) business day after timely deposit with the courier service, charges prepaid. Either party may change the address to which future notices shall be sent by notice given in accordance with this paragraph.

As to Owner: ORRA Ventures, LLC 1330 Lee Road Orlando, Florida 32810	with a copy to: Holland & Knight 200 South Orange Avenue, Suite 2600 Orlando, Florida 32801
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	Attn: Kathryn W. Oberto
As to County:	with a copy to:
Orange County, Florida Public Works Department Attn: Director 4200 South John Young Parkway Orlando, Florida, 32839-9205 Orange County, Florida	Orange County, Florida Public Works Department Attn: Manager, Development Engineering 4200 South John Young Parkway Orlando, Florida, 32839-9205 Orange County, Florida Real Estate Management Division Attn: Manager <u>Physical Address:</u> 400 E. South St., 5 th Floor Orlando, Florida 32801 <u>Mailing Address:</u> P.O. Box 1393 Orlando, Florida 32802-1393

6. **Covenants Running with the Land.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the property.

7. **Termination.** If at any time it is determined that the County will not construct the potential right of way within the Easement Area, or the County otherwise determines that use of the Easement Area is not required by the County, the Director of Public Works unilaterally shall have the right to rescind and terminate this Agreement by executing a termination of easement and recording said termination in the public records of Orange County at Owner’s expense. In addition, Owner shall have the right, at any time during the term of this Agreement, to request a termination of this Agreement; provided, however, the termination shall be in the sole discretion of the Director of Public Works.

8. **Miscellaneous.**

a. **Effective Date.** This Agreement shall become effective on the date of execution by County or the date of execution by Owner, whichever is later.

b. **Counterparts.** This Agreement may be executed in up to two (2) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

c. **Waiver.** No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or

construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

d. Paragraph Headings. The headings preceding the paragraphs of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

e. Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

f. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid, legal, and unenforceable provision cannot be crafted, then this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this Agreement is declared severable.

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

h. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between or among the Parties or their successors in interest.

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

j. Venue and Jurisdiction. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

k. Attorney's Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation,

arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings

l. Sovereign Immunity. Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, the foregoing shall not constitute an agreement by the County to assume any liability of any kind for the acts, omissions, and/or negligence of Owner, its successors, assigns, heirs, grantees, representatives, invitees, permittees, contractors, agents, or other representatives, or any liability related to the Improvements and the Easement Area.

m. Recording of Agreement. An executed original of this Agreement shall be recorded by County, at Owner’s sole expense, in the Public Records of Orange County, Florida.

n. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SIGNATURES AND EXHIBITS TO FOLLOW

Project: Home Depot PSP / ORRA – CDR-20-07-180 – 21902895 - 20907650
Permit #: B20907650

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.



COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Jerry L. Demings
for Jerry L. Demings
Orange County Mayor

Date: 10 September, 2024

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

BY:

Phil Diamond
Deputy Clerk

DAVID ROONEY
Printed Name

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

Signed, sealed, and delivered in the presence of:

ORRA Ventures, LLC
a Florida limited liability company

Witness

By: Cliff Long

Printed Name

Cliff Long
Printed Name

Address: _____

CEO
Title

Witness

Printed Name

Address: _____

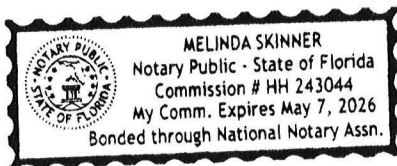
(Signature of **TWO** Witnesses required by Florida law)

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of August, 2024, by Cliff Long, as CEO of ORRA Ventures, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: Melinda Skinner
Notary Public, State of Florida
Commission #: HH 243044
My Commission Expires: 5-7-26



Melinda Skinner

Exhibit A
Legal Description of the Property

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 2, INTERSTATE PARK, AS RECORDED IN PLAT BOOK 14, PAGES 72 AND 73, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE RUN SOUTH 89 DEGREES 22 MINUTES 00 SECONDS WEST ALONG THE SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 220 .00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 22 MINUTES 00 SECONDS WEST ALONG THE SAID SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 436.04 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH 00 DEGREES 30 MINUTES 41 SECONDS WEST ALONG THE WESTERLY LINE OF THE SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, A DISTANCE OF 353.92 FEET; THENCE DEPARTING THE SAID WESTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 35, NORTH 89 DEGREES 22 MINUTES 00 SECONDS EAST A DISTANCE OF 78.79 FEET; THENCE SOUTH 10 DEGREES 06 MINUTES 42 SECONDS WEST A DISTANCE OF 195.96 FEET; THENCE SOUTH 85 DEGREES 36 MINUTES 54 SECONDS EAST, A DISTANCE OF 395.90 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 01 SECONDS EAST, A DISTANCE OF 127.00 FEET TO THE POINT OF BEGINNING.

Project: Home Depot PSP / ORRA – CDR-20-07-180 – 21902895 - 20907650
Permit #: B20907650

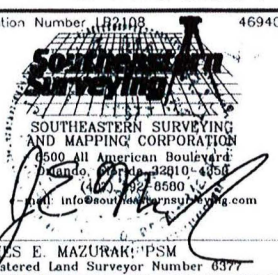
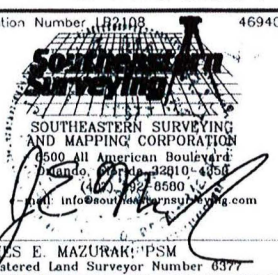
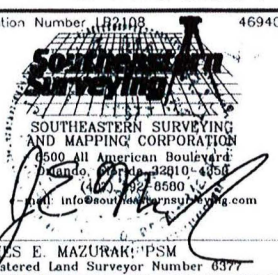
Exhibit B
Legal Description of the HQ Property

LOTS 3 AND 4, AND TRACT G, ORLANDO EXECUTIVE PARK FIRST REPLAT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGE 10, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

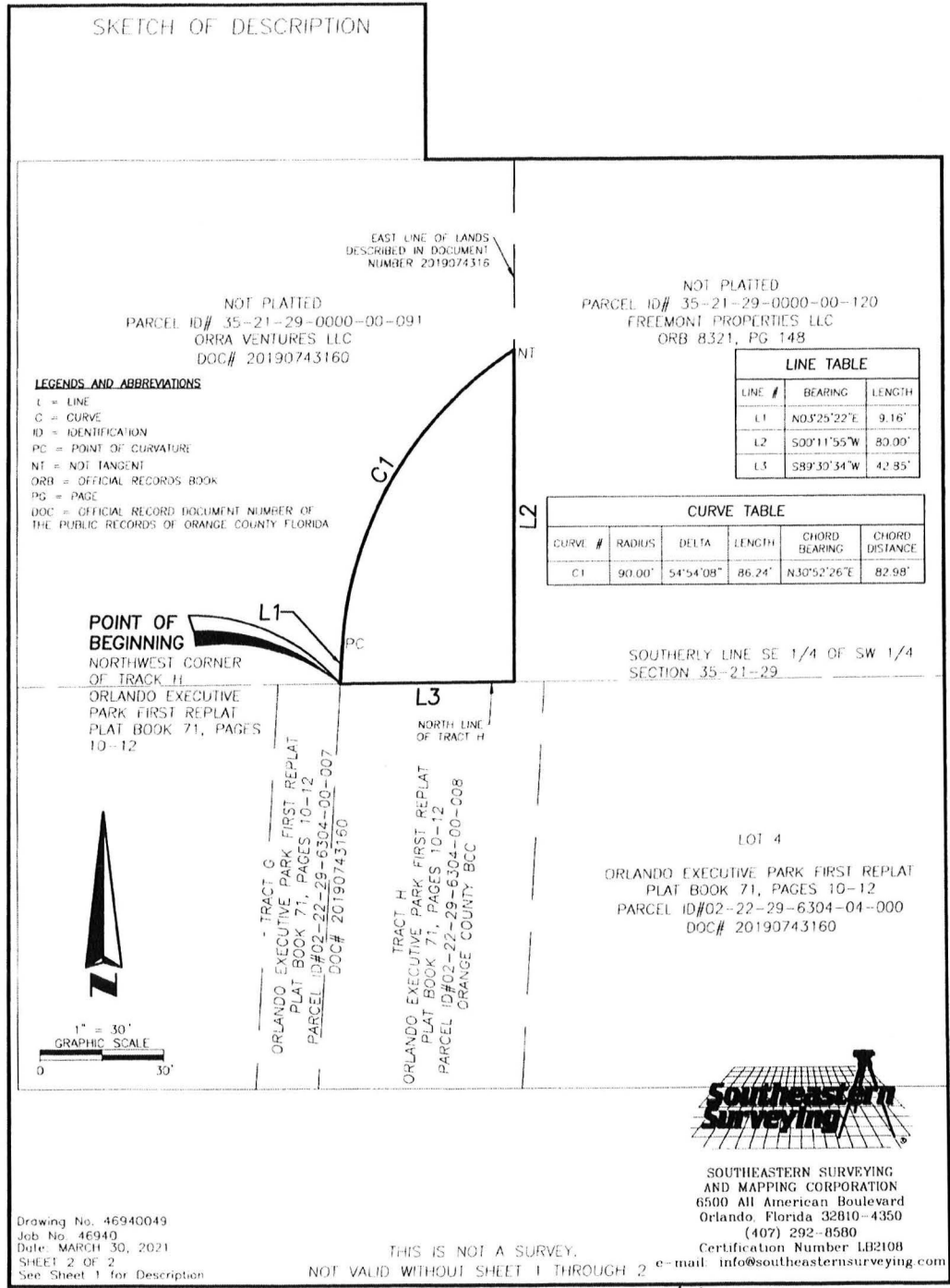
Project: Home Depot PSP / ORRA – CDR-20-07-180 – 21902895 - 20907650
Permit #: B20907650

Exhibit C
Legal Description of the Easement Area

(see attached one (1) legal and sketch of description totaling 2 pages)

SCHEDULE "A"												
<p>DESCRIPTION:</p> <p>A portion of Lands as described in Document Number 20190743160, Public Records of Orange County, Florida, being more particularly described as follows:</p> <p>Begin at the Northwest corner of TRACT H, ORLANDO EXECUTIVE PARK FIRST REPLAT, according to the plat thereof as recorded in Plat Book 71, Pages 10 through 12, Public Records of Orange County, Florida; thence North 03°25'22" East, a distance of 9.16 feet to a point of curvature of a curve concave Southeasterly, having a radius of 90.00 feet and a central angle of 54°54'08"; thence Northeasterly along the arc of said curve a distance of 86.24 feet to a point on the East line as described in Document #20190743160; thence South 00°11'55" West, a distance of 80.00 feet along said East line to a point on the North line of said TRACT H, and the South line of Section 35, Township 21 South, Range 29 East; thence South 89°30'34" West, a distance of 42.85 feet along said North line of said TRACT H, to the POINT OF BEGINNING.</p> <p>Containing 2456 square feet, more or less.</p>												
<p>SURVEYOR'S REPORT:</p> <ol style="list-style-type: none"> 1. Bearings shown hereon are based on the North line of TRACT H, Orlando Executive Park First Replat being South 89°30'34" West. Bearings and distances shown hereon are (assumed). 2. Survey map and report or the copies thereof are not valid without the original signature and seal or the electronic signature and seal of a Florida Licensed Surveyor and Mapper, and if shown hereon is in compliance with Florida Administrative Code 5J-17.062 and Florida Statute 472.025. 3. 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. 												
REVISED 06/10/2021	WPA 7/26/21											
NOT VALID WITHOUT SHEETS 1-2												
<p>Sketch & Description</p> <p style="text-align: center;">FOR Harris Civil Engineers, LLC</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 2px;">Date: March 30, 2021</td> <td style="width: 30%; padding: 2px;">SK</td> <td style="width: 40%; padding: 2px;">Certification Number 182108 46940049</td> </tr> <tr> <td style="padding: 2px;">Job Number: 46940</td> <td style="padding: 2px;">Scale: 1" = 30'</td> <td rowspan="2" style="text-align: center; vertical-align: middle;">  </td> </tr> <tr> <td colspan="2" style="padding: 2px; text-align: center;"> <p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p> </td> </tr> <tr> <td colspan="2" style="padding: 2px; text-align: center;"> <p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p> </td> <td style="padding: 2px;"> <p>JAMES E. MAZURAK, PSM Registered Land Surveyor Number 0377</p> </td> </tr> </table>	Date: March 30, 2021	SK	Certification Number 182108 46940049	Job Number: 46940	Scale: 1" = 30'		<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>		<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>		<p>JAMES E. MAZURAK, PSM Registered Land Surveyor Number 0377</p>
Date: March 30, 2021	SK	Certification Number 182108 46940049										
Job Number: 46940	Scale: 1" = 30'											
<p>Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>												
<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>		<p>JAMES E. MAZURAK, PSM Registered Land Surveyor Number 0377</p>										

RH 10/5/2021



Project: Home Depot PSP / ORRA – CDR-20-07-180 – 21902895 - 20907650
Permit #: B20907650

Exhibit D
Property Information Report

(see attached Property Information Report prepared by Fidelity National Title Insurance Company, Order No. 11548750, dated August 15, 2024 totaling 2 pages)



Fidelity National Title Insurance Company

PROPERTY INFORMATION REPORT

Order No.: 11548750
Customer Reference Number Orra Ventures LLC

Addressee:
Holland & Knight, LLP
200 S. Orange Avenue #2600
Orlando, FL 32801
407-425-8500

Fidelity National Title Insurance Company has caused to be made a search of the Public Records of Orange County, Florida, ("Public Records"), from 01/31/1994, through 08/13/2024 5:00 PM, as to the following described real property lying and being in the aforesaid County, to-wit:

A portion of Lands as described in Document Number 20190743160, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Northwest corner of Tract H, ORLANDO EXECUTIVE PARK FIRST REPLAT, according to the plat thereof as recorded in Plat Book 71, Pages 10 through 12, Public Records of Orange County, Florida; thence North 03°25'22" East, a distance of 9.16 feet to a point of curvature of a curve concave Southeasterly, having a radius of 90.00 feet and a central angle 54°54'08"; thence Northeasterly along the arc of said curve a distance of 86.24 feet to a point on the East line as described in Document #20190743160; thence South 00°11'55" West, a distance of 80.00 feet along said East line to a point on the North line of said TRACT H, and the South line of Section 35, Township 21 South, Range 29 East; thence South 89°30'34" West, a distance of 42.85 feet along said North line of said TRACT H, to the POINT OF BEGINNING.

As of the effective date of this Report, the apparent record Fee Simple title owner(s) to the above-described real property is/are:

ORRA Ventures, LLC, a Florida limited liability company by virtue of that certain Special Warranty Deed recorded November 25, 2019 in Official Records Instrument No. 20190743160, of the Public Records of Orange County, Florida.

The following liens against the said real property recorded in the aforesaid Public Records have been found:

NOTHING FOUND OF RECORD.

OTHER MATTERS OF RECORD:

1. Joinder and Consent to Membership in Interstate Park Property Owners Association of Orlando, Inc., recorded November 30, 2001 in Official Records Book 6402, Page 1581, all of the Public Records of Orange County, Florida.
2. Easement recorded in Official Records Book 5726, Page 3194, of the Public Records of Orange County, Florida.

NOTE: 2023 Real Property Taxes under Parcel No. 35-21-29-0000-00-091 are PAID.

Project: Home Depot PSP / ORRA – CDR-20-07-180 – 21902895 - 20907650
Permit #: B20907650

Order No.: 11548750
Customer Reference Number Orra Ventures LLC

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This Report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This Report is not to be construed as an opinion, warranty, or guarantee of title, or as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the Addressee(s) only, and it may not be used or relied upon by any other party. This Report may not be used by a Fidelity National Title Insurance Company agent for the purpose of issuing a Fidelity National Title Insurance Company title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Fidelity National Title Insurance Company
McKinniss, Digitally signed by McKinniss
Andrew
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Date: 2024.03.15 14:48:09 -0400