



Interoffice Memorandum

**REAL ESTATE MANAGEMENT ITEM 8**

**DATE:** April 24, 2024

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

**THROUGH:** Mindy T. Cummings, Manager *MTC*

**FROM:** Steve Cochran, Acquisition Agent *SC/MTC*

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

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:** Approval and execution of Donation Agreement by and between WL, LLC and Orange County, Florida, approval of Warranty Deed by WL, LLC and Orange County, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Donation Agreement, disburse funds to pay recording fees, and to record instrument for Palm Creek Ave Drainage. District 3. **(Real Estate Management Division)**

**PROJECT:** Palm Creek Ave Drainage

**PURPOSE:** To provide for access, construction, operation, and maintenance of an existing drainage outfall.

**ITEMS:** Donation Agreement (Parcel 101)  
  
Warranty Deed (Instrument 101.1)  
Cost: Donation  
Size: 360.21 square feet

**BUDGET:** Account No.: 1002-72-2908-6110

**FUNDS:** \$36.20 - Payable to Orange County Comptroller (for recording fees)

**APPROVALS:** Real Estate Management Division  
Roads and Drainage Division

**REMARKS:** The Roads and Drainage Division requested that Real Estate Management acquire the site for access and maintenance rights of an existing drainage outfall. The owner agreed to donate in fee simple. Grantee to pay all recording fees.

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
MAY 07 2024

## DONATION AGREEMENT

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

### RECITALS

- A. Owner owns the following real property in Orange County:

Property Appraiser’s Parcel Identification Number  
**02-23-30-0000-00-004**  
(hereinafter referred to as the “**Property**”)

- B. Owner shall donate the Property to the County, consisting of approximately 360.21 square feet, as further described in the attached legal description, **Schedule “A”**, incorporated herein by reference (the “**Property**”).
- C. The conveyance of the Property from Owner to County shall also include: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Owner’s rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Owner’s rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Owner’s rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; (vi) any and all riparian and other water rights relating to such Property; and (vii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property which County approves.
- D. Without limiting the generality of the foregoing, and other than the existence of a concrete drainage facility, the Property is unimproved as of the Effective Date.

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

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

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

2. **Agreement.** Owner agrees to convey the Property to County, and County agrees to accept the Property from Owner, pursuant to the terms and conditions set forth in this Agreement.

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

4. **Closing Date and Location.** The closing of the donation of the Parcel contemplated herein ("**Closing**") shall be at the offices of the Orange County Real Estate Management Division, 400 East South Street, Fifth Floor, Orlando, Florida, 32801 on or before ninety (90) days from the Effective Date of this Agreement (the "**Closing Date**") (except to the extent that the Closing Date is extended by other provisions of this Agreement).

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

Cost	Paid by Owner	Paid by County
Recording Fees for Documents of Conveyance	No	Yes
Documentary Stamps	Yes	No
Recording fees for any instruments required to clear title	Yes	No

6. **Other Terms.** N/A

6.1 **Title Review.**

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

6.1.2 **Response Period.** If County raises any Objections, then Owner shall, within ten (10) days after receipt of County's Objections, (the "**Response Period**") notify County in writing as to whether or not Owner, at Owner's expense, agrees to cure any of the Objections and, if so, which Objections Owner agrees to cure. If Owner does not provide County with a written response to the Objections on or before the expiration of the Response Period, it shall be presumed that Owner is unable or unwilling to attempt to cure any of the Objections.

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

6.1.3 **Cure Period.** If Owner agrees to cure any of the Objections, then Owner, at Owner's expense, shall undertake reasonable and diligent efforts to cure and remove such Objections on or before five (5) business days prior to Closing (the "**Cure Period**"). As Owner completes the cure of any Objection, Owner shall notify County in writing of the same; if Owner does not notify County on or before expiration of the Cure Period that Owner has cured a particular Objection that Owner has agreed to cure, it shall be presumed Owner has been unable to do so. For avoidance of doubt, County acknowledges that Owner has no obligation whatsoever to cure or to attempt to cure any Objections – except to the extent that Owner hereafter agrees to cure or to attempt to cure any Objections in accordance with Section 10.1.2.

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

6.1.5 **Permitted Exceptions.** Any title or survey matters that County does not object to on or before the expiration of the Objection Period, together with any and all uncured Objections which County elects to waive in writing, shall be deemed permitted exceptions ("**Permitted Exceptions**").

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

8. **Prorations.** Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Owner pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Owner for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Owner shall be responsible for payment of the same, on the entirety of the tax parcels for which County is acquiring interest hereunder.

9. **Warranty Deed.** At Closing, Owner shall execute and deliver to County a Warranty Deed, conveying marketable title to the Property to County, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions (the "**Warranty Deed**"). The Warranty Deed shall be in substantially the form attached to this Agreement as **Exhibit B**. All

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

warranties contained in the Warranty Deed relate solely to the state of ownership of title to the Property and not to the condition of the Property.

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

10.1 **Inspection Period.** County shall have **ninety (90) days** after the Effective Date, (the “**Inspection Period**”) to determine whether County is willing to accept title to and acquire the Property from Owner. Owner agrees that during the Inspection Period, County shall have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Property, as described in the **Due Diligence Contingency**, attached hereto as **Exhibit C**, which is a material condition of this Agreement and incorporated herein by this reference. County, through its agents, shall have the right to enter upon the Property for the purpose of performing such activities, provided said activities shall not materially damage the Property. If during the Inspection Period County decides, for whatever reason, in County’s sole and absolute discretion, not to proceed with the donation of the Property, County may, in County’s sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Owner prior to the expiration of the Inspection Period.

8.2 **Closing Documents.** Closing is contingent upon delivery from Owner to County, in recordable form, all instruments necessary to convey the Property as referenced in this Agreement, as well as payment for the documentary stamp tax, referenced above.

11. **Miscellaneous Provisions.**

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

<b>As to Owner:</b> WL, LLC 800 Highland Avenue Suite 200 Orlando, Florida 32803	<b>with a copy to:</b>
<b>As to County:</b> Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5th Floor Orlando, Florida 32801	<b>with a copy to:</b> Orange County, Florida County Attorney’s Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

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

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

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

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

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

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

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

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

*[signatures and exhibits on following pages]*

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

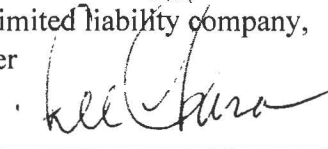
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) written below.

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

**OWNER**

WL, LLC  
a Florida limited liability company

By: Investments Management, LLC,  
a Florida limited liability company,  
its Manager

By:   
its Manager

Print Name: LEE CHIRA

Date: Jan 18<sup>th</sup> 2024

Presented to Owner on behalf of Orange County by:

**Steve Cochran**

\_\_\_\_\_  
Steve Cochran, Acquisition Agent  
Orange County Real Estate Management Division

Date: 11/14/2023



Project Name: Palm Creek Ave. Drainage  
Parcel: 101

COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

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

Date: 7 May 2024

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

BY:

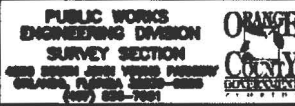
*[Signature]*  
Deputy Clerk

DAVID ROONEY  
Printed Name



Project Name: Palm Creek Ave. Drainage  
 Parcel: 101

Schedule "A"

<b>SCHEDULE "A"</b>			<small>SPACE ABOVE RESERVED FOR RECORDING INFORMATION</small>		
<b>SKETCH OF DESCRIPTION</b>					
<b>PROJECT: PALM CREEK AVE</b>					
<b>PARCEL: 101</b>					
<b>DESCRIPTION:</b>					
<p>A parcel of land lying within Section 2, Township 23 South, Range 30 East in Orange County, Florida, being more particularly described as follows:</p> <p>Commence at the Northwest corner of Lot 68, Rio Pinar Lakes Unit 4 according to the plat thereof recorded in Plat Book 25, Pages 96 and 97 of the Public Records of Orange County, Florida, said corner being on the South property line of Rio Pinar Lakes Unit 1 according to the plat thereof recorded in Plat Book 9, Pages 55 and 56 of the Public Records of Orange County, Florida; Thence run South 19° 56' 54" West, along the Westerly lines of Lot 68 and 67 of said Rio Pinar Lakes Unit 4, a distance of 121.58 feet to the Point of Beginning, also being the Northerly most corner of a 15.00 foot drainage easement of said Rio Pinar Lakes Unit 4; Thence continue South 19° 56' 54" West a distance of 11.04 feet to a point; Thence run South 47° 48' 53" West a distance of 5.16 feet along the Westerly line of said Lot 68 to the Southwesterly most corner of said 15.00 foot drainage easement of said Rio Pinar Lakes Unit 4; Thence departing said Westerly line of Lot 68 run North 43° 09' 57" West a distance of 25.00 feet; Thence run North 47° 48' 53" East a distance of 15.00 feet; Thence run South 43° 09' 57" East a distance of 19.84 feet to the Point of Beginning.</p> <p>Containing therein 349.55 square feet more or less.</p>			<p style="text-align: center;"><i>Daniel L. Whittaker</i></p> <p><b>DANIEL L. WHITTAKER,</b>          PROFESSIONAL SURVEYOR AND MAPPER          STATE OF FLORIDA LICENSE NO. 5648          DATE: 09/25/2023          I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>		
<b>SURVEYORS NOTES:</b>					
<ol style="list-style-type: none"> <li>1. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.</li> <li>2. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, UNLESS OTHERWISE NOTED.</li> <li>3. THIS IS NOT A BOUNDARY SURVEY.</li> <li>4. BEARING BASIS FOR THIS SKETCH ARE BASED ON THE WESTERLY LINE OF LOT 68, AS RECORDED IN PLAT BOOK 25, PAGES 96-97 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. BEARING BEING SOUTH 19° 56' 54" WEST.</li> </ol>					
<small>NOT VALID WITHOUT SHEET 2 OF 2</small>			<b>PREPARED FOR:</b> REAL ESTATE MANAGEMENT		
<b>FIELD DATE:</b> -----	<b>DATE:</b> 09/16/2022	<b>SECTION:</b> 02		<b>DRAWING SCALE:</b> N/A	
<b>DRAWN BY:</b> JFM		<b>TOWNSHIP:</b> 23S		<b>COUNTY PROJECT NUMBER:</b> 5987	
<b>CHECKED BY:</b> D. WHITTAKER	<b>REVISIONS:</b> PARCEL # 8/17/23, 9/25/23	<b>RANGE:</b> 30E			
<b>APPROVED BY:</b> D. WHITTAKER		<b>SHEET 1 OF 2</b>			



Project Name: Palm Creek Ave. Drainage  
Parcel: 101

**Exhibit "B"**

**THIS IS A DONATION**

**WARRANTY DEED**

**THIS WARRANTY DEED, made as of the date signed below, by WL, LLC, a Florida limited liability company, whose address is 800 Highland Avenue, Suite 200, Orlando, Florida 32803, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.**

**WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:**

**SEE ATTACHED SCHEDULE "A"**

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

**02-23-30-0000-00-004**

**TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.**

**TO HAVE AND TO HOLD, the same in fee simple forever.**

**AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.**

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

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

**WITNESSES:**

WL, LLC  
a Florida limited liability company

\_\_\_\_\_  
Witness Signature  
Print Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_

By: Investments Management, LLC,  
a Florida limited liability company,  
its Manager

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FORM NOT FOR EXECUTION  
By: \_\_\_\_\_  
its Manager

\_\_\_\_\_  
Witness Signature  
Print Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

(Notary Stamp)

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

\_\_\_\_\_  
Printed Notary Name  
Notary Public of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by and after recording return to:  
E. Price Jackson, 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

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

## Exhibit "C"

### DUE DILIGENCE CONTINGENCY

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

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

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

The Environmental Survey may include, without limitation, the results of:

- a. a site inspection;
- b. interviews of present occupants of the Property;
- c. a review of public records concerning the Property and other properties in the vicinity of the Property;
- d. a review of aerial photographs of the Property and other evidence of historic land uses;
- e. soil and/or ground water testing and/or analysis;
- f. asbestos testing and/or analysis;
- g. testing and/or analysis of any other apparently applicable environmental hazard or condition; and
- h. building inspection.

The Environmental Survey shall include, (if determined by the Consultants) the estimated cost of cure and period of time required to remediate any Environmental Exceptions.

II. The Environmental Survey may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Owner which do not impede the performance of the Environmental Survey. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing and take such samples as may be necessary in the reasonable opinion of the Consultants to conduct the Environmental Survey.

Project Name: Palm Creek Ave. Drainage  
Parcel: 101

III. Owner will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any notices, permits, or other written communications pertaining to possible Environmental Exceptions, and including without limitation, any studies, or reports prepared by, or for Owner, or furnished to Owner, or its agents, or consultants, and Owner will make available to the Consultants any persons known to have knowledge of such matters. County shall hold the Environmental Survey and any written materials furnished to it by Owner confidential except as required by law.

IV. If the Environmental Survey reveals any Environmental Exceptions, or if the other testing reveals any condition to the Property which County deems to require further evaluation, then, this Agreement is automatically extended an additional ninety (90) days for further testing. If the Environmental Survey or testing results are unacceptable to County, then, this Agreement may be terminated upon notice to Owner of such unacceptability with no party to this Agreement having any further liability to any other.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
MAY 07 2024

Instrument: 101.1  
Project: Palm Creek Ave Drainage

THIS IS A DONATION

**WARRANTY DEED**

THIS WARRANTY DEED, made as of the date signed below, by WL, LLC, a Florida limited liability company, whose address is 800 Highland Avenue, Suite 200, Orlando, Florida 32803, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

**SEE ATTACHED SCHEDULE "A"**

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

**02-23-30-0000-00-004**

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.



Instrument: 101.1  
Project: Palm Creek Ave Drainage

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

WITNESSES:

Michelle Chira

Witness Signature

Print Name: Michelle Chira

Witness Address:

800 Highland Avenue

Orlando, FL 32803

Steve Cochran

Witness Signature

Print Name: Steve Cochran

Witness Address:

2880 Old Castle Drive

Winter Park, Florida 32792

WL, LLC  
a Florida limited liability company

By: Investments Management, LLC,  
a Florida limited liability company,  
its Manager

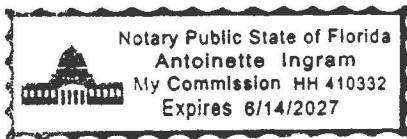
By: Michelle Chira  
its Manager

Print Name: LEE CHIRA

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 18<sup>th</sup> of January, 2024, by Lee Chira as Manager, of Investments Management, LLC, a Florida limited liability company, as Manager of WL, LLC, a Florida limited liability company, on behalf of the company. The individual  is personally known to me or  has produced: known as identification.

(Notary Stamp)



Antoinette Ingram  
Notary Signature

Antoinette Ingram  
Printed Notary Name

Notary Public of:  
My Commission Expires: 6-14-2027

Prepared by and after recording return to:  
E. Price Jackson, 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

**SCHEDULE "A"**  
**SKETCH OF DESCRIPTION**  
**PROJECT: PALM CREEK AVE**  
**PARCEL: 101**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

**DESCRIPTION:**

A parcel of land lying within Section 2, Township 23 South, Range 30 East in Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Lot 68, Rio Pinar Lakes Unit 4 according to the plat thereof recorded in Plat Book 25, Pages 96 and 97 of the Public Records of Orange County, Florida, said corner being on the South property line of Rio Pinar Lakes Unit 1 according to the plat thereof recorded in Plat Book 9, Pages 55 and 56 of the Public Records of Orange County, Florida; Thence run South 19° 56' 54" West a distance of 124.21 feet to the Point of Beginning, also being the Northerly most corner of a 15.00 foot drainage easement of said Rio Pinar Lakes Unit 4; Thence continue South 19° 56' 54" West a distance of 8.41 feet to the Northerly most corner of Lot 66 of said Rio Pinar Lakes Unit 4; Thence run South 47° 48' 53" West a distance of 7.50 feet along the Westerly line of said Lot 66 to the Westerly most corner of said 15.00 foot drainage easement of said Rio Pinar Lakes Unit 4; Thence departing said Westerly line of Lot 66 run North 43° 09' 57" West a distance of 25.00 feet; Thence run North 47° 48' 53" East a distance of 15.00 feet; Thence run South 43° 09' 57" East a distance of 21.07 feet to the Point of Beginning.

Containing therein 360.21 square feet more or less.



**DANIEL L. WHITTAKER,**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5648  
DATE: 08/17/2023


I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**SURVEYORS NOTES:**

1. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.
2. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, UNLESS OTHERWISE NOTED.
3. THIS IS NOT A BOUNDARY SURVEY.

NOT VALID WITHOUT SHEET 2 OF 2

**PREPARED FOR:**  
REAL ESTATE MANAGEMENT

<b>FIELD DATE:</b> -----	<b>DATE:</b> 09/16/2022	<b>SECTION:</b> 02	<b>PUBLIC WORKS  ENGINEERING DIVISION  SURVEY SECTION</b>  4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 838-7981	<b>DRAWING SCALE:</b> N/A
<b>DRAWN BY:</b> JFM		<b>TOWNSHIP:</b> 23S		<b>COUNTY PROJECT  NUMBER</b> 8987
<b>CHECKED BY:</b> D. WHITTAKER	<b>REVISIONS:</b> PARCEL #	<b>RANGE:</b> 30E		
<b>APPROVED BY:</b> D. WHITTAKER	7/21/23; 8/17/23	<b>SHEET</b> 1 <b>OF</b> 2		



**REQUEST FOR FUNDS / CHECKS**

Under BCC Approval

Under Ordinance Approval

Date: March 8, 2024

Total Amount: \$36.20

Project: Palm Creek Drainage

Parcels: 101

Charge to Account # [REDACTED]

Controlling Agency Approval Signature: George Shuff Date: 3/25/24

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

Fiscal Approval Signature: Pat Davis Date: 3-25-24

Printed Name: Pat Davis

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

Pre-Condemnation  Post-Condemnation

N/A District #3

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

Orange County Comptroller  
 PO Box 38, Orlando, FL 32802  
 Recording Fee: \$36.20

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Total \$36.20

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

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

Payable to: Orange County Comptroller Name \$36.20

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

Recommended by Steve Cochran Date 3/8/2024  
Steve Cochran, Acquisition Agent, Real Estate Management Div.

Payment Approved Luciana Miino Date 3/22/2024  
Luciana Miino, Assistant Manager, Real Estate Management Div.

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

Certified Craig Stopysa Date 05/08/2024  
Approved by BCC for Deputy Clerk to the Board

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

**REMARKS:** Please Contact Steve Cochran @ 836-7093 if there are any questions.  
Anticipated Closing Date: June 30, 2024. Steve will coordinate the exact closing date as the date approaches.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
MAY 07 2024