



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 10

DATE: August 4, 2023

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

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

FROM: David Sustachek, Senior Acquisition Agent *DS/WTC*
Real Estate Management Division

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

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7076

ACTION REQUESTED: Approval and execution of Contract for Purchase and Sale by and between Teddy J. McIlrath and Ina Mae McIlrath, as Trustee of the McIlrath Revocable Trust and Orange County, approval of Warranty Deed, and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided for by the Contract for Purchase and Sale, disburse funds to pay purchase price in the amount of \$604,118, and perform all actions necessary and incidental to closing.

PROJECT: Green PLACE Parcel 122

District 5

PURPOSE: To preserve Environmentally Sensitive Lands (ESL)

ITEMS: Contract for Purchase and Sale (Parcel 122)
Cost: \$604,118
Size: 13.61 acres

Warranty Deed (Instrument 122.1)

BUDGET: Account No.: 1023-068-4303-6110

FUNDS: \$604,118 Payable to Cobblestone Title Services, LLC
(purchase price, title insurance, and closing costs)

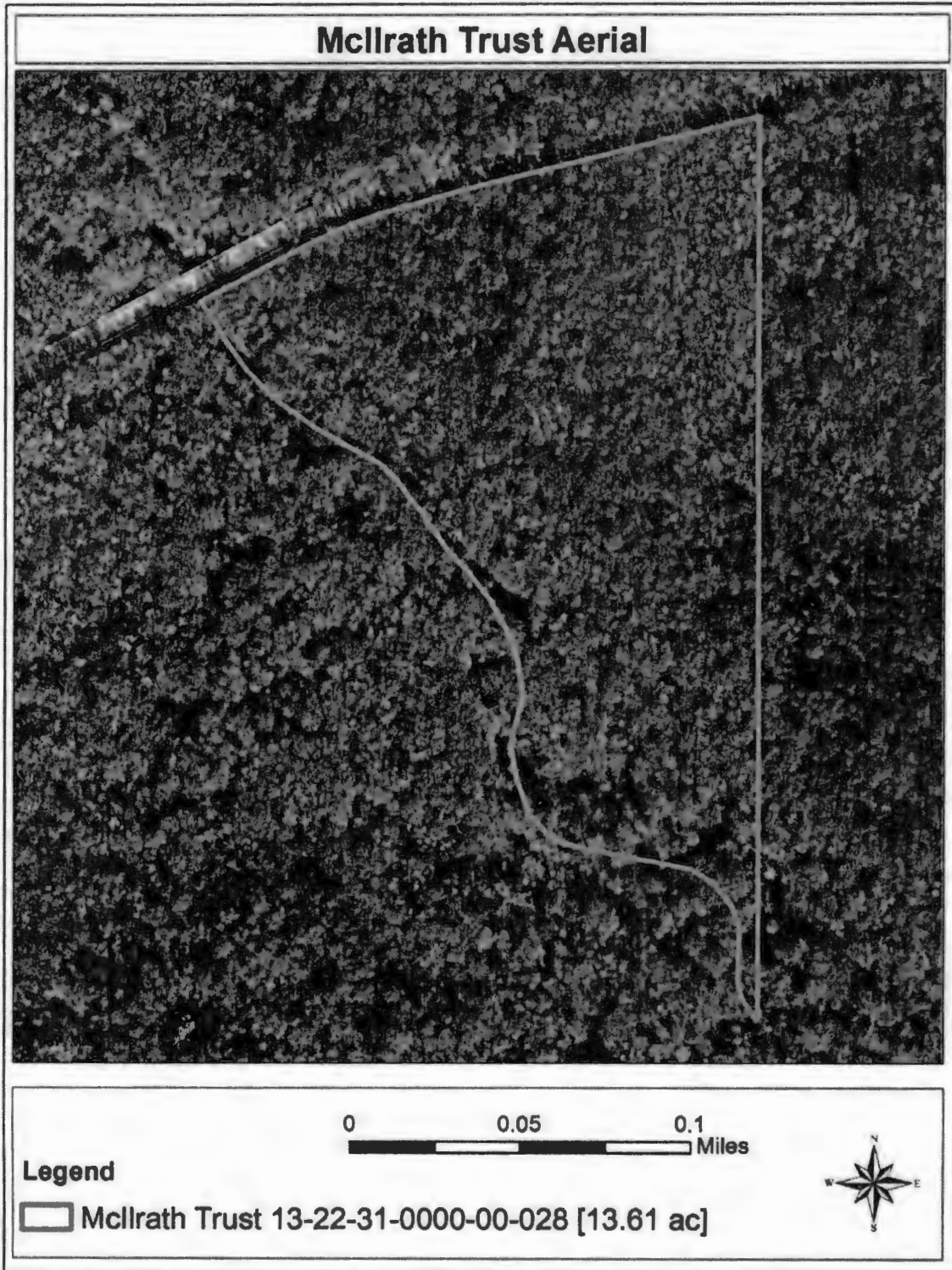
APPROVALS: Real Estate Management Division
County Attorney's Office
Environmental Protection Division

REMARKS: The property is located on the south side of Lake Pickett Road and along the east side of the Econlockhatchee River, with a physical address of 14726 Lake Pickett Road, Orlando, Florida 32820 (Property) (see map below – area in pink). The Property contains 13.61 acres, has a zoning of A-2, Farmland Rural District, with a rural future land use, and is irregular in shape. The Property has approximately 9.47 acres of designated wetlands and is in Zone AE according to FEMA Flood Map 12095C0285F.

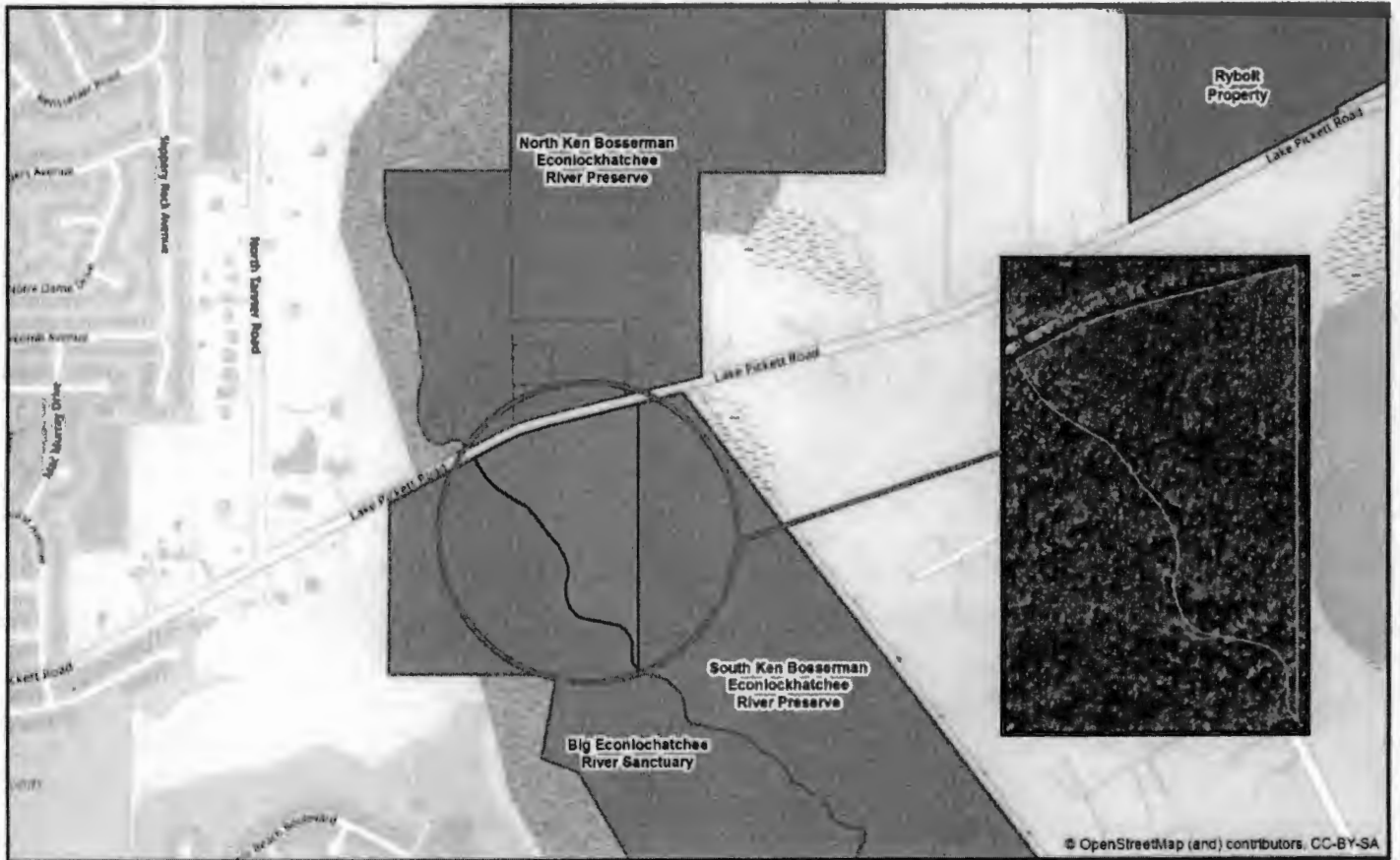
This action adds 13.61 acres of ESL to the Environmental Protection Division's Green PLACE Program. The Property meets the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 ESL Acquisition (see criteria below) and provides water resource protection, aquifer recharge, and floodplain storage; closes gaps between other publicly owned lands and enhances an existing wildlife corridor.

Closing is contingent upon completion and acceptance of due diligence of the Property to be undertaken by the County during the inspection period.

Seller to pay documentary stamp taxes and prorated taxes.

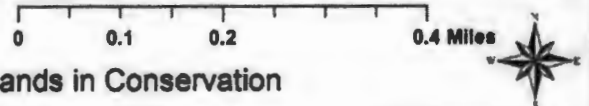


McIlrath Trust Location



Legend

■ McIlrath Trust 13-22-31-0000-00-028 [13.61 ac] ■ Lands in Conservation



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 22 2023

Project: Green PLACE
Parcel: 122

CONTRACT FOR PURCHASE AND SALE

COUNTY OF ORANGE
STATE OF FLORIDA

This Contract for Purchase and Sale (the “**Agreement**”) is made and entered into by and between Teddy J. McIlrath and Ina Mae McIlrath, as Trustee of the McIlrath Revocable Trust, u/a/d 3/29/2011 (“**Seller**”), and Orange County, a charter county and political subdivision of the State of Florida (“**Buyer**”).

RECITALS

- A. Seller owns the following real property in Orange County:
Property Appraiser’s Parcel Identification Numbers
13-22-31-0000-00-028
(hereinafter referred to as the “**Property**”)
- B. Buyer requires the Property as further described on Exhibit A, incorporated herein by reference, for its Green PLACE project (the “**Project**”). Such legal description may be updated when the Survey is received (as defined in Section 8.b. below).
- C. Seller agrees to furnish the Property for the Project.

AGREEMENT

In consideration of the promises stated in this Agreement and other good and valuable consideration, Buyer and Seller agree as follows:

1. **Agreement:**
- a. Seller agrees to execute a Warranty Deed for the Property (the “**Deed**”), conveying the Property to Buyer free and clear of all liens and encumbrances in substantially the same form attached to this Agreement as Exhibit B, incorporated herein by reference.
- b. Buyer agrees to pay the Consideration as defined below, to Seller for the Property.
2. **Consideration:** Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, Seller agrees to sell and convey said land unto Buyer by Deed for Property, free and clear of all liens and encumbrances, for the total sum of Six Hundred Thousand Dollars (\$600,000.00).

Project: Green PLACE
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3. **Effective Date:** The effective date of this Agreement (the “Effective Date”) shall be the date this Agreement is approved by the Orange County Board of County Commissioners (the “Board”) and executed by the Board.

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

5. **Closing Costs:** The following costs are required to complete the transaction contemplated pursuant to this Agreement (the “Costs”). The Costs are allocated between the Seller and Buyer as follows:

Cost	Paid by Seller	Paid by Buyer
Recording Fees for Deed	No	Yes
Documentary Stamps	Yes	No
Title Insurance	No	Yes
Closing Agent Fee	No	Yes
Survey	No	Yes
Appraisal Report(s)	No	Yes
Recording fees for any instruments required by title commitment to clear title	Yes	No

6. **Prorations:** Ad valorem property taxes for the year of closing shall be prorated as of the Closing Date and said prorated amount shall be paid by Seller pursuant to Section 196.295, Florida Statutes. At Seller’s election, Seller’s share of prorated taxes may be deducted from the proceeds of sale and remitted by Buyer or title company reasonably acceptable to Buyer to the County Tax Collector on Seller’s behalf. 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 Seller 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 Seller shall be responsible for payment of the same, on the entirety of the tax parcels for which Buyer is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

7. **Conditions of Closing:** All of the conditions listed below are conditions precedent to Closing. Such contingencies shall either be released, waived, cured within the timeframes set forth below.

a. **Title.** On or before twenty (20) days following the Effective Date of this Agreement, Buyer shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment July 1, 2021) committing to insure Buyer as purchaser of the

Project: Green PLACE
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Property in the amount of the Purchase Price (the “**Commitment**”), evidencing that marketable fee simple title to the property is currently vested in Seller free and clear of all liens, encumbrances or other matters of record whatsoever. In the event that Buyer shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to Buyer in its sole discretion; Buyer shall notify Seller of that fact in writing on or before **fifteen (15) days** following Buyer’s receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to Buyer (the “**Title Defects**”), and Seller may take up to **fifteen (15) days** to cure or eliminate the Title Defects at Seller’s election and without obligation to incur expense or to initiate legal proceedings. If Seller is successful in curing or eliminating the Title Defects, the Closing hereunder shall take place on the date specified in this Agreement. In the event Seller is unable or unwilling to cure or eliminate the Title Defects within the 15-day period so provided, Buyer shall either (a) extend the time period for Seller to cure or eliminate the Title Defects, (b) elect to terminate this Agreement on account thereof, (c) elect to close and accept a conveyance of Seller’s title thereto subject to and notwithstanding the existence of the Title Defects on the Closing Date, or (d) proceed on its own to cure or eliminate the Title Defects at any time prior to the Closing Date. In the event that Buyer elects to terminate this Agreement because of the existence of Title Defects which are not cured or eliminated, upon giving written notice of that fact to Seller on or before the expiration of the timeframe herein, this Agreement shall terminate. In the event Buyer elects to proceed on its own to cure or eliminate the Title Defects, Seller agrees to provide its reasonable cooperation in connection with Buyer’s efforts but Seller shall have no obligation to incur expense or to initiate legal proceedings.

b. Survey. Within **ninety (90) days** of the Effective Date of this Agreement, Buyer may obtain a current boundary survey of the property. The survey shall be certified to Buyer and title company reasonably acceptable to Buyer and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyor and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 472.027, Florida Statutes and ALTA/NSPS Land Title Survey Standards. Upon Buyer and Seller’s approval of the survey, the same shall be and constitute the “**Survey**” for purposes of this Agreement and legal description of the property set forth on the Survey may be utilized in the documents of conveyance and in the Owner’s Title Insurance Policy to be issued to Buyer hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to Buyer, in its sole discretion, these shall be treated as Title Defects. Buyer may in its sole discretion, treat these as “**Exceptions**,” as defined herein. The draft of the Survey will be reviewed by the County Surveyor, or his subordinate and comments/revisions will be given to the consultant before finalizing.

c. Inspection Period. Buyer shall have **one hundred twenty (120) days** after the Effective Date, (the “**Inspection Period**”) to determine whether Buyer is willing to accept title to and acquire the property from Seller. Seller agrees that during the Inspection Period, Buyer 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**, is a material condition of this Agreement and incorporated herein by this reference. Buyer, 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 Buyer decides, for whatever

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reason, in Buyer's sole and absolute discretion, not to proceed with the purchase of the Property, Buyer may, in Buyer's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Buyer, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to this Section.

d. Closing Documents. Closing is contingent upon delivery of Seller to Buyer in recordable form all instruments necessary to convey the Property as referenced in this Agreement. Such documents shall be executed and delivered to the Closing Agent on or before the Closing Date.

8. Miscellaneous Provisions:

a. 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 courier, one business day after timely deposit with the courier service, charges prepaid; or if mailed, three 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.

As to Seller:	with a copy to:
Teddy J. McIlrath and Ina Mae McIlrath 2240 Nairn Dr Winter Park, FL 32792-4127	
As to Purchaser:	with a copy to:
Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5th Floor Orlando, Florida 32801	Orange County, Florida County Attorney's Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

b. Florida Statutes. Seller shall comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership, if applicable.

c. Possession. Seller will surrender possession of the Property at closing.

d. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

e. Entire Agreement. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Seller and Buyer, made with respect to the matters herein contained, and when duly executed constitute the Agreement between Seller and Buyer. 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.

f. Delegation of Authority. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of the Buyer, to furnish any notice required

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or allowed under, to sign amendments to this Agreement for the extension of the timeframes as set forth in paragraph 7 above for up to 120 days, to perform all actions necessary and incidental to closing this Contract, including an extension of the closing date, if needed, up to 120 days or to terminate the same for cause.

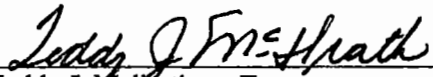
Project: Green PLACE
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) written below.

Seller acknowledges that this Agreement is **NOT** effective until such time as it is approved and executed by the Orange County Board of County Commissioners. The signature of Buyer's acquisition agent named below does not have authority to bind Orange County.

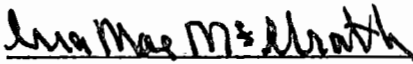
SELLER

**Teddy J. McIlrath and Ina Mae McIlrath, as
Trustee of the McIlrath Revocable Trust,
u/a/d 3/29/2011**



Teddy J. McIlrath, as Trustee

Date: 7-5-23



Ina Mae McIlrath, as Trustee

Date: 7-5-23

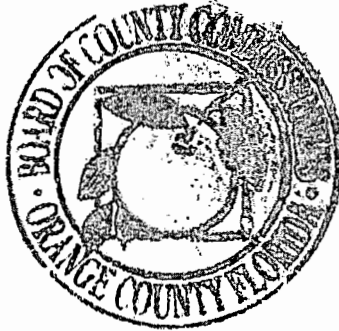
Presented to Seller on behalf of Orange County by:



David Sustachek, Acquisition Agent
Orange County Real Estate Management Division

Date: 7-5-2023

Project: Green PLACE
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BUYER

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date: *22 August 2023*

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

BY:

Craig Stopysa
for Deputy Clerk

Craig Stopysa
Printed Name

Project: Green PLACE
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**EXHIBIT A
LEGAL DESCRIPTION**

Parcel ID# 13-22-31-0000-00-028

That part of SW 1/4 of SE 1/4 of Section 12, Township 22 South, Range 31 East, and the NW 1/4 of NE 1/4 of Section 13, Township 22 South, Range 31 East, lying South of Orange County Road 420 and lying East of the Big Econlockhatchee River, situate and lying in Orange County, Florida.

Project: Green PLACE
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**EXHIBIT B
FORM OF WARRANTY DEED**

Instrument:
Project: Green PLACE

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by <name(s)>, hereinafter called the GRANTORS, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTORS, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, do hereby 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"/ EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

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 GRANTORS do hereby covenant with said GRANTEE that the GRANTORS are lawfully seized of said land in fee simple; that the GRANTORS have good right and lawful authority to sell and convey said land; that the GRANTORS do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2022.

Project: Green PLACE
Parcel: 122

Instrument:
Project: Green PLACE

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed in their name.

Signed, sealed and delivered
in the presence of:

FORM NOT FOR SIGNATURE

Witness

<NAME.1>

Printed Name

Post Office Address

Witness

Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

(Notary Seal)

FORM NOT FOR SIGNATURE

Notary Signature

Printed Notary Name

Notary Public in and for
the County and State aforesaid

My commission expires:

{SIGNATURES CONTINUED ON NEXT PAGE}

Project: Green PLACE
Parcel: 122

Instrument:
Project: Green PLACE

Signed, sealed and delivered
in the presence of:

FORM NOT FOR SIGNATURE

Witness

<NAME.2>

Printed Name

Post Office Address

Witness

Printed Name

(Signature of TWO witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification.

(Notary Seal)

FORM NOT FOR SIGNATURE

Notary Signature

Printed Notary Name

This instrument prepared by:
_____, 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

Notary Public in and for
the County and State aforesaid

My commission expires:

Project: Green PLACE
Parcel: 122

EXHIBIT C
DUE DILIGENCE CONTINGENCY

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

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

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

Project: Green PLACE
Parcel: 122

and any written materials furnished to it by Seller confidential except as required by law.

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

REQUEST FOR FUNDS / WIRE TRANSFER

Under BCC Approval

Under Ordinance Approval

Date: July 17, 2023

Total Amount: \$604,118.00

Project: Green PLACE

Parcels: 122

Charge to Account # 1023-068-4303-6110

Beth Jackson 7/18/2023
Controlling Agency Approval Signature Date

Beth Jackson
Printed Name:

Heather Coons 7/18/2023
Fiscal Approval Signature Date

Heather Coons
Printed Name:

TYPE TRANSACTION (Check appropriate block(s))

Pre-Condernation Post-Condernation

N/A District # 5

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

Cobblestone Title Services, LLC
 385 Alexandria Blvd, Suite 2
 Oviedo, Florida 32765
 FIEN#: 20-5513670

\$604,118.00 (purchase price, title insurance & closing costs)

Attorney Fees/Expert Fees \$N/A

Total \$604,118.00

DOCUMENTATION ATTACHED (Check appropriate block(s))

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

Payable to: Cobblestone Title Services, LLC \$604,118.00

SPECIAL NOTE: Payment of \$604,118.00 to be made by Wire Transfer Only

Recommended by David Sustachek
David Sustachek, Sr. Acquisition Agent, Real Estate Mgmt. Div.

7-17-2023
Date

Payment Approved Nemesie Esteves
Nemesie Esteves, Assistant Manager, Real Estate Mgmt. Div.

Date

or
Payment Approved Mindy T. Cummings
Mindy T. Cummings, Manager, Real Estate Mgmt. Div.

7-17-2023
Date

Certified Nancy W. Ficker
Approved by BCC Deputy Clerk to the Board

AUG 2 2 2023
Date

Examined/Approved _____
Comptroller/Government Grants

Check No. / Date

IMPORTANT: This parcel will close by Wire Transfer for the payment of \$604,118.00. Instructions will be sent once the closing date is determined. Please Contact the Agent @ 836-7082 if there are any questions.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 2 2 2023

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

AUG 22 2023

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

Katherine Ortiz, 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:
13-22-31-0000-00-028

Instrument: 122.1
Project: Green PLACE 122

WARRANTY DEED

THIS WARRANTY DEED, made as of the date signed below, by Teddy J. McIlrath and Ina Mae McIlrath, as Trustee of the McIlrath Revocable Trust Agreement dated March 29, 2011 whose address is 2240 Nairn Drive, Winter Park, FL32792 hereinafter collectively called the GRANTOR, to Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, hereinafter called the GRANTEE.

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

SEE ATTACHED EXHIBIT A

THE PROPERTY described herein is not the homestead of the GRANTOR, nor contiguous thereto, the GRANTORS reside at 2240 Nairn Drive, Winter Park, FL32792

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 do hereby covenant with said GRANTEE that the GRANTOR are lawfully seized of said land in fee simple; that the GRANTOR have good right and lawful authority to sell and convey said land; that the GRANTOR do hereby fully warrant 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: 122.1
Project: Green PLACE 122

IN WITNESS WHEREOF, the said GRANTOR have caused these presents to be executed in their name.

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

Teddy J. McIlrath and Ina Mae McIlrath, as Trustee of the McIlrath Revocable Trust Agreement dated March 29, 2011

WITNESS #1
Rendy Geiger
Signature

Teddy J. McIlrath
Teddy J. McIlrath, as Individual and Trustee

Rendy Geiger
Print Name

Mailing Address: 2240 Naim Drive

Mailing Address: 385 Alexandria Blvd, Ste 2

City: Winter Park State: FL

City: Oviedo State: FL

Zip Code: 32792

Zip Code: 32765

WITNESS #2
Onie Kane
Signature

Onie Kane
Print Name

Mailing Address: 385 Alexandria Blvd, Ste 2

City: Oviedo State: FL

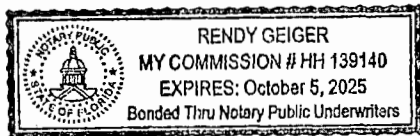
Zip Code: 32765

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January 2024, by Teddy J. McIlrath, as an individual and as Trustee of the McIlrath Revocable Trust Agreement dated March 29, 2011. The individual is personally known to me or has produced drivers license as identification.

(Notary Stamp)

Rendy Geiger
Notary Signature



Rendy Geiger
Print Notary Name

Notary Public of: Florida

My Commission Expires: 10/5/2025

{Signatures continued on following page}

Instrument: 122.1
Project: Green PLACE 122

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

Teddy J. McIlrath and Ina Mae McIlrath, as Trustee of the McIlrath Revocable Trust Agreement dated March 29, 2011

WITNESS #1
Rendy Geiger
Signature

Ina Mae McIlrath
Ina Mae McIlrath, As Individual and Trustee

Rendy Geiger
Print Name

Mailing Address: 2240 Naim Drive

Mailing Address: 385 Alexandria Blvd, Ste 2

City: Winter Park State: FL

City: Oviedo State: FL

Zip Code: 32792

Zip Code: 32765

WITNESS #2
Onie Kane
Signature

Onie Kane
Print Name

Mailing Address: 385 Alexandria Blvd, Ste 2

City: Oviedo State: FL

Zip Code: 32765

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 19th day of January 2024, by Ina Mae McIlrath, as Trustee of the McIlrath Revocable Trust Agreement dated March 29, 2011. The individual is personally known to me or has produced drivers license as identification.

(Notary Stamp)

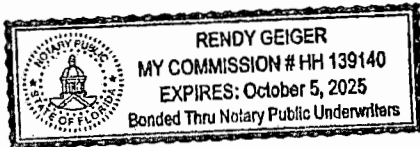
Rendy Geiger
Notary Signature

Rendy Geiger

Print Notary Name

Notary Public of: Florida

My Commission Expires: 10/05/2025



Instrument: 122.1
Project: Green PLACE 122

Exhibit A
LEGAL DESCRIPTION

That part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 22 South, Range 31 East, lying South of Orange County Road 420 and lying East of the Econlockhatchee River, Orange County, Florida being more particularly described as follows:

Commence at the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12, Township 22 South, Range 31 East Orange County Florida; thence South 89 degrees 13 minutes 05 seconds East along the North line of said Section 13, Township 22 South, Range 31 East a distance of 101.24 feet; thence departing said North line run South 00 degrees 00 minutes 00 seconds West a distance of 51.37 feet to a point on the Southerly right of way line of Lake Pickett Road County Road 420 (60.00 foot right of way width) as recorded in Orange County Book 2, Project Number 29-A of the Public Records of Orange County Florida also being the Point of Beginning; thence North 76 degrees 02 minutes 02 seconds East along the said Southerly right of way line a distance of 568.50 feet to a point on the West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 12, Township 22 South Range 31 East; thence departing said Southerly right of way line run South 00 degrees 05 minutes 16 seconds East along the said West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 12 Township 22 South, Range 31 East and the West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 13, Township 22 South, Range 31 East a distance of 1141.06 feet to a point on the centerline of said Econlockhatchee River; thence departing said West line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 13, Township 22 South, Range 31 East run North 54 degrees 09 minutes 30 seconds West along the centerline of said Econlockhatchee River a distance of 39.43 feet thence North 63 degrees 18 minutes 51 seconds West a distance of 46.18 feet to a point of curvature concave Southeasterly having a radius of 17.76 feet a central angle of 109 degrees 44 minutes 49 seconds with a chord bearing of South 63 degrees 21 minutes 08 seconds West a chord distance of 29.05 feet; thence Southwesterly along the arc of said curve, a distance of 34.02 feet to a point on a reverse curvature concave Northeasterly having a radius of 52.83 feet a central angle of 148 degrees 30 minutes 40 seconds with a chord bearing of North 81 degrees 35 minutes 38 seconds West a chord distance of 101.70 feet; thence Northwesterly along the arc of said curve 136.94 feet to a point on a reverse curvature concave Southwesterly having a radius of 82.76 feet a central angle of 103 degrees 39 minutes 24 seconds with a chord bearing of North 60 degrees 33 minutes 15 seconds West a chord distance of 130.13 feet; thence Northwesterly along the arc of said curve 149.73 feet to a point on a reverse curvature concave Northwesterly having a radius of 100.67 feet a central angle of 24 degrees 15 minutes 56 seconds with a chord bearing of South 75 degrees 55 minutes 31 seconds West a chord distance of 42.32 feet; thence Southwesterly along the arc of said curve, a distance of 42.64 feet to a point of a compound curve concave Northwesterly having a radius of 22.38 feet a central angle of 80 degrees 37 minutes 36 seconds with a chord bearing of North 49 degrees 58 minutes 42 seconds West a chord distance of 28.95 feet; thence Northwesterly along the arc of said curve, a distance of 31.49 feet to a point of tangency; thence North 08 degrees 11 minutes 49 seconds West a distance of 68.40 feet to a point on a non-tangent curve concave Southwesterly having a radius of 137.96 feet, a central angle of 34 degrees 51 minutes 20 seconds with a chord bearing of North 30 degrees 10 minutes 22 seconds West a chord distance of 82.64 feet thence Northwesterly along the arc of said curve a distance of 83.93 feet to a point on a reverse curvature concave Southeasterly having a radius of 23.60 feet, a central angle of 146 degrees 01 minutes 46 seconds with a chord bearing of North 16 degrees 48 minutes 29 seconds East a chord distance of 45.15 feet; thence Northeasterly along the arc of said curve, a distance of 60.15 feet to a point on a reverse curvature concave Northwesterly having a radius of 105.90 feet a central angle of 30 degrees 48 minutes 56 seconds with a chord bearing of North 74 degrees 43 minutes 30 seconds East a chord distance of 56.27 feet; thence Northeasterly along the arc of said curve a distance of 56.96 feet to a point on a compound curve concave Northwesterly having a radius of 8.99 feet a central angle of 68 degrees 57 minutes 05 seconds with a chord bearing of North 24 degrees 53 minutes 52 seconds East a chord distance of 10.18 feet; thence Northeasterly along the arc of said curve a distance of 10.82 feet to a point of a compound curve concave Southwesterly having a radius of 228.79 feet a central angle of 08 degrees 56 minutes 54 seconds with a chord bearing of

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North 14 degrees 03 minutes 08 seconds West a chord distance of 35.70 feet; thence Northwesterly along the arc of said curve a distance of 35.73 feet to a point on a compound curve concave Southwesterly having a radius of 264.51 feet a central angle of 09 degrees 22 minutes 29 seconds with a chord bearing of North 23 degrees 12 minutes 49 seconds West a chord distance of 43.23 feet; thence Northwesterly along the arc of said curve, a distance of 43.28 feet to a point on a compound curve concave Southwesterly having a radius of 84.98 feet a central angle of 21 degrees 27 minutes 18 seconds with a chord bearing of North 38 degrees 37 minutes 43 seconds West a chord distance of 31.64 feet; thence Northwesterly along the arc of said curve, a distance of 31.82 feet to a point on a compound curve concave Southwesterly having a radius of 94.44 feet a central angle of 16 degrees 17 minutes 22 seconds with a chord bearing of North 57 degrees 30 minutes 03 seconds West a chord distance of 26.76 feet; thence Northwesterly along the arc of said curve a distance of 26.85 feet to a point on a reverse curvature concave Northeasterly having a radius of 173.77 feet a central angle of 10 degrees 31 minutes 51 seconds with a chord bearing of North 60 degrees 22 minutes 48 seconds West a chord distance of 31.89 feet; thence Northwesterly along the arc of said curve a distance of 31.94 feet to a point on a compound curve concave Northeasterly having a radius of 72.10 feet a central angle of 42 degrees 54 minutes 15 seconds with a chord bearing of North 33 degrees 39 minutes 46 seconds West a chord distance of 52.74 feet; thence Northwesterly along the arc of said curve, a distance of 53.99 feet to a point on a reverse curvature concave Southwesterly having a radius of 93.28 feet, a central angle of 33 degrees 33 minutes 23 seconds with a chord bearing of North 28 degrees 59 minutes 20 seconds West a chord distance of 53.86 feet thence Northwesterly along the arc of said curve, a distance of 54.63 feet to a point on a compound curve concave Southwesterly having a radius of 481.19 feet a central angle of 17 degrees 47 minutes 51 seconds with a chord bearing of North 54 degrees 10 minutes 21 seconds West a chord distance of 148.87 feet; thence Northwesterly along the arc of said curve a distance of 149.47 feet to a point on a compound curve concave Southerly having a radius of 31.69 feet a central angle of 48 degrees 14 minutes 19 seconds with a chord bearing of North 87 degrees 54 minutes 39 seconds West a chord distance of 25.90 feet thence Northwesterly along the arc of said curve a distance of 26.68 feet to a point of tangency; thence South 72 degrees 17 minutes 23 seconds West a distance of 31.47 feet; thence North 39 degrees 19 minutes 42 seconds West a distance of 65.94 feet thence North 42 degrees 53 minutes 19 seconds West a distance of 57.70 feet; thence North 34 degrees 40 minutes 37 seconds West a distance of 176.02 feet to a point on the said Southerly right of way line of Lake Pickett Road; thence North 61 degrees 54 minutes 31 seconds East a distance of 174.48 feet to a point of curvature concave Southeasterly having a radius of 686.78 feet, a central angle of 14 degrees 06 minutes 44 seconds with a chord bearing of North 68 degrees 57 minutes 54 seconds East a chord distance of 168.73 feet thence Northeasterly along the arc of said curve a distance of 169.16 feet to the Point of Beginning.