



# Orange County Government

Orange County  
Administration Center  
201 S Rosalind Ave.  
Orlando, FL 32802-1393

## Legislation Text

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**File #:** 25-166, **Version:** 1

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### Interoffice Memorandum

**DATE:** January 8, 2025

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** N/A

**FROM:** Joseph C. Kunkel, P.E., Director, Public Works Department

**CONTACT:** Jon V. Weiss, P.E., Chairman

**PHONE:** (407) 836-5393

**DIVISION:** Roadway Agreement Committee

**ACTION REQUESTED:**

Approval and execution of Right of Way and Transportation Impact Fee Agreement Sutton Grande PD Avalon Road (C.R. 545) by and between Sutton Grande, LLC and Orange County for the conveyance of 0.76 acres of right-of-way for \$54,199.31 in transportation impact fee credits. District 1. **(Roadway Agreement Committee)**

**PROJECT:** N/A

**PURPOSE:**

The Roadway Agreement Committee has reviewed a Right of Way and Transportation Impact Fee Agreement Sutton Grande PD Avalon Road (C.R. 545) by and between Sutton Grande, LLC and Orange County for the dedication of right-of-way for the road widening project on Avalon Road (C.R. 545) from Hartzog Road to U.S. 192. Within 120 days of the effective date of this Agreement, Sutton Grande, LLC shall convey 0.76 acres of right-of-way by general warranty deed. For the dedication of right-of-way for Avalon Road (C.R. 545), the Owner will receive a total of \$54,199.31 in transportation impact fee credits. The agreed upon fair market value of the property is \$541,993.08 (\$819,672.13 per acre of upland and \$1,825 per acre of wetland); however, due to an existing encumbrance of record against the Conveyed Lands, the Parties have agreed to the aggregate total value of the Conveyed Lands of \$54,199.31.

The Roadway Agreement Committee recommended approval on December 11, 2024. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

**BUDGET:** N/A

BCC Mtg. Date: January 28, 2025

Prepared by and after recording return to:

SHUTTS & BOWEN LLP  
Attn: Mark D. Thomson, Esq.  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801  
Tel. (407) 423-3200

Parcel I.D. No.: 31-24-27-0000-00-012

## **RIGHT OF WAY AND TRANSPORTATION IMPACT FEE AGREEMENT**

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### **SUTTON GRANDE PD**

### **AVALON ROAD (C.R. 545)**

This Right-of-Way and Transportation Impact Fee Agreement (this “Agreement”), effective as of the latter date of execution (the “Effective Date”), is made and entered into by and between **Sutton Grande, LLC**, a Florida limited liability company (“Owner”), with its principal place of business at 7940 Via Dellagio Way, Suite 200, Orlando, Florida 32819-5400, and **Orange County**, a charter county and political subdivision of the State of Florida (“County”), with a mailing address of: c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393. Owner and County may sometimes be referred to herein individually as a “Party” and collectively as the “Parties.”

### **WITNESSETH:**

**WHEREAS**, Owner is the owner of fee simple title to certain real property, as shown on the project location map identified as **Exhibit “A,”** and as more particularly described on “**Exhibit B**” (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the “Property”); and

**WHEREAS**, Owner is developing the Property as a Mid-Rise Multi-Family Residential Planned Development, consisting of 250 dwelling units, also referred to as “Sutton Grande” (the “Project”); and

**WHEREAS**, Owner is willing to convey to County certain portions of the Property in return for credits against transportation impact fees to be paid in the future in connection with the Project; and

**WHEREAS**, the Orange County Engineer has declared Avalon Road (C.R. 545) to be impact fee eligible; and

**WHEREAS**, County and Owner desire to set forth certain terms, conditions, and agreements between the Parties.

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

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

**Section 2. Conveyance of Land to County by Owner.**

(a) **Conveyed Lands.** Not later than one hundred twenty (120) days following the Effective Date, Owner shall convey to County marketable fee simple title to those lands described in the legal description and sketch of description attached hereto as **Exhibit “C”** and incorporated by this reference (the “Conveyed Lands”).

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the

Real Estate Management Division, or that person's designee, may grant one extension of up to 120 days for the conveyance to take place.

(b) **Procedure.** The conveyance of the Conveyed Lands shall be by general warranty deed in substantially the same form of deed attached hereto as **Exhibit "D"** and incorporated herein by reference, free and clear of all liens and encumbrances, except for matters of record acceptable to County, if any. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, as may be amended, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) **Title Policy.** Not later than ninety (90) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "**Title Commitment**"), in an amount equal to the Appraised Value (*defined below*). The original Owner's Policy of Title Insurance (the "**Title Policy**") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) **Value of Conveyed Lands.** The Parties hereby agree that the value of the Conveyed Lands totaling 0.76 acres, which has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time, and for which Owner shall be

entitled to credits against transportation impact fees to be paid in the future in connection with the Project, is \$54,199.31 (the “Conveyed Lands Value”), which, due to an existing encumbrance of record against the Conveyed Lands, represents a portion of the appraised value of the Conveyed Lands at \$541,993.08 (the “Appraised Value”), as detailed hereinbelow, and addressed in Section 3 below. The Conveyed Lands Value is one-tenth of the appraised aggregate value of (i) 0.104 acres of wetlands area at the agreed-upon fair market value of \$1,825.00 per acre, plus (ii) 0.661 acres of “useable” or upland area at the agreed-upon fair market value of \$819,672.13 per acre ( $[0.104 \times \$1,825.00] + [0.661 \times \$819,672.13] = \$541,993.08$ ). The establishment of the Appraised Value is referenced herein for the sole purpose of establishing the value of the insured amount for the Title Policy as required per Section 2(c) above.

(e) **Environmental Assessment.** Not later than sixty (60) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I Environmental Assessment of the areas encompassed by the Conveyed Lands. The Phase I Environmental Assessment shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule (“AAIFR”) and with the most current standards set forth in the American Society for Testing and Materials (ASTM) E-1527. Initial reports shall be completed within 180 days prior to conveyance. Updated reports may be submitted but under no circumstance will reports older than one year from the original report date be accepted. All reports conducted for a user other than the County shall include a reliance letter that is either part of the report or as a separate document indicating that Orange County, Florida may rely on the findings outlined in the report.

In the event the Phase I Environmental Assessment presents a matter of concern, as determined by County, then prior to Conveyance, Owner shall submit to County a Phase II Environmental Assessment. The Phase II Environmental Assessment shall be conducted in accordance with the requirements of the AAIFR and the most current standard ASTM E-1903. If the Phase II Environmental Assessment is performed and reveals the need for remediation to the subject Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County's satisfaction prior to Conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement, at its option.

(f) **Compliance with Section 286.23, Florida Statutes.** Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.

(g) The Orange County Board of County Commissioners hereby delegates to the Manager of the Real Estate Management Division, or that person's designee, the authority to take actions necessary to effectuate such Conveyance.

**Section 3. Transportation Impact Fee Credits for Conveyance.** Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the warranty deed, or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Such

transportation impact fee credits may only be used in Orange County Transportation Impact Fee Zone 4. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

It has been determined that the Property to be conveyed is subject to an Easement instrument for the benefit of the Toho Water Authority, dated July 24, 2001, and recorded on August 31, 2001, as Document No. 2001-0394747 in the Public Records of Orange County, Florida. During the County Road Agreement Committee meeting of December 11, 2024, the Owner and the County deliberated about the location of the utilities within the ten (10') foot wide area of the Easement, the need by the County to relocate the utilities, and that the cost to relocate the utilities would exceed the Appraised Value and the Value of the Conveyed Lands that could be granted. Notwithstanding the foregoing, the Owner shall be entitled to Transportation Impact Fee Credits in the amount of \$54,199.31 (which is equal to one-tenth of the Appraised Value of the Conveyed Lands, to wit:  $\$541,993.08 \times .10 = \$54,199.31$ ) for contributions of land that are available to the Owner, its heirs, successors or assigns, pursuant to the County's Transportation Impact Fee Ordinance, Chapter 23, Section 23-95, Orange County Code, and any amendments thereto, for the conveyance of the Conveyed Lands.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effectuate the particular deduction.



**Section 4. Utilities.** This Agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, and any third-party utility providers with respect to any utility requirements, including without limitation to the relocation of any utilities, and/or the need for any (i) utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines, or (ii) temporary easements to accommodate any construction activities for any such utilities, and/or road improvements adjacent to the Project.

**Section 5. Notice.** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: Sutton Grande, LLC  
7940 Via Dellagio Way, Suite 200  
Orlando, Florida 32819-5400  
Attention: Charles Whittall

With a copy to: Shutts & Bowen LLP  
300 South Orange Avenue, Suite 1600  
Orlando, Florida 32801  
Attention: Mark D. Thomson, Esq.

As to County: Orange County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue  
Orlando, Florida 32802-1393

With a copy to:           Transportation Planning Division Manager  
                                  Orange County Public Works  
                                  Orange County Public Works Complex  
                                  4200 South John Young Parkway  
                                  Orlando, Florida 32839-9205

**Section 6.     Covenants Running with the Land.** This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

**Section 7.     Recordation of Agreement.** Owner shall record an executed original of this Agreement, at no expense to County, in the Public Records of Orange County, Florida not later than thirty (30) days after the Effective Date.

**Section 8.     Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 9.     Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**Section 10.    Further Documentation.** The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

**Section 11. Limitation of Remedies.** County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) **Limitations on County's remedies.** Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amount(s) of impact fees to be credited in favor of Owner under this Agreement, (A) any amount(s) due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and permits in connection with the Project and/or Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands and/or any other portion of the Property as County may lawfully elect.

(b) **Limitations on Owner's remedies.** Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance; or
- (ii) action for injunction; or

(iii) action for declaratory judgment regarding the rights and obligations of Owner; or

(iv) any combination of the foregoing.

Both Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both Parties expressly agree that each party shall bear the cost of its own attorney and legal fees for any action arising out of or in connection with this Agreement. Venue for any action initiated under or in connection with this Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

**Section 12. Amendment.** This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

**Section 13. Counterparts.** This Agreement and any amendment(s) may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument

**Section 14. Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

**Section 15. Severability.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder nor substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**Section 16. Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that all Parties have contributed substantially and materially to the preparation hereof. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

**Section 17. Termination; Effect of Annexation.** This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing, or County terminates pursuant to Subsection 2(e) or this Section. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

**Section 18. IRS Form 8283.** Owner agrees that the conveyance of the Property as contemplated in this Agreement does not constitute a charitable contribution pursuant to §170 of the Internal Revenue Code, as amended. 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 Property

Right of Way and Transportation Impact Fee Agreement  
Project: Sutton Grande Planned Development  
Owner: Sutton Grande, LLC  
Avalon Road (C.R. 545) - 2025

pursuant to this Agreement as a donation. This provision shall survive conveyance of the Conveyed Lands.

[Signatures and Exhibits appear on following pages]

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Brynn Brooks  
for Jerry L. Demings  
Orange County Mayor

Date: 28 January 2025

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

By: Jennifer Lara-Klimetz  
for Deputy Clerk

Printed name: Jennifer Lara-Klimetz

**WITNESSES:**

**"Owner"**

**SUTTON GRANDE, LLC**, a Florida limited liability company

By: CW Family, LLLP, a Florida limited liability limited partnership, its Manager

By: CW Family, LLC, a Florida limited liability company, its General Partner

By: Charles Whittall, its Manager

Witness 1 Sign: [Signature]

Print Name: Amy Barnard

Address: 7940 VIA DELAGU WAY  
Suite 200, Orlando, FL 32819

Witness 2 Sign: [Signature]

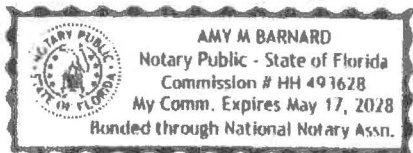
Print Name: Don Nomura

Address: 7940 VIA DELAGU WAY  
Suite 200, Orlando, FL 32819

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ by online notarization this 3<sup>rd</sup> day of December, 2024 by CHARLES WHITTALL, Manager of CW Family, LLC, a Florida limited liability company, the General Partner of CW Family, LLLP, a Florida limited liability limited partnership, the Manager of SUTTON GRANDE, LLC, a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of December, 2024.



[Signature]  
Notary Public

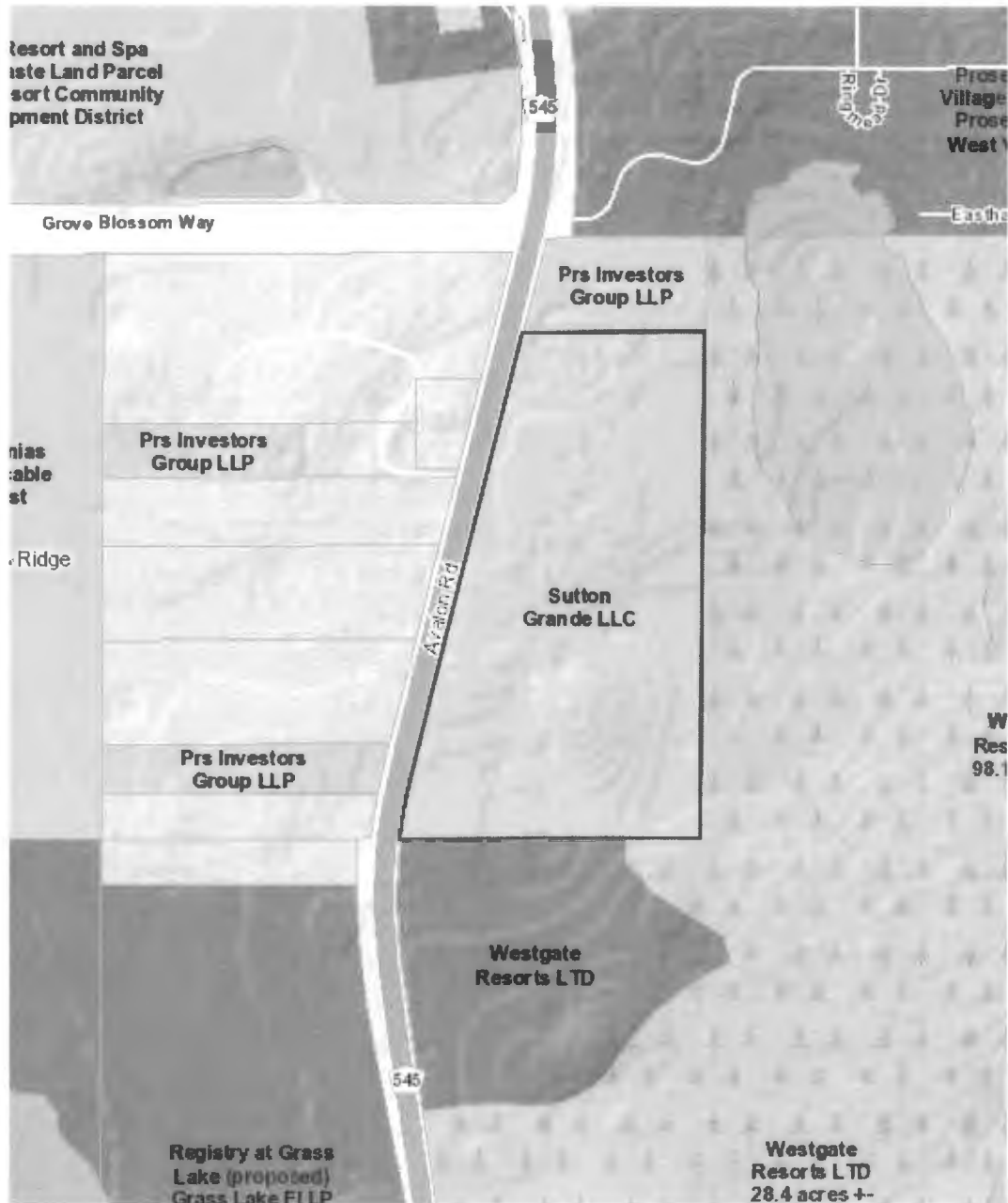
Print Name: Amy M. Barnard

My Commission Expires: 5/17/28



**Exhibit "A"**

**Project Location Map**



**Exhibit "B"**

**Legal Description and Sketch of Description for Property**

EAST ½ OF THE SW ¼ OF THE NE ¼, LYING EAST OF ROAD  
(LESS NORTH 210 FEET) IN SECTION 31, TOWNSHIP 24  
SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

**Exhibit "C"**

**Legal Description and Sketch of Description  
for Conveyed Lands**

[Sketch of Description on following Pages]

## DESCRIPTION OF SKETCH RIGHT OF WAY DEDICATION

A parcel of land located in the northeast quarter of Section 31, Township 24 South, Range 27 East, Orange County, Florida. Said parcel being more particularly described as follows:

COMMENCE at the northeast corner of the northeast quarter of said section 31; thence South 00° 22' 29" West along the East line of the northeast quarter of said section 31 for a distance of 1,536.87 feet; thence departing said east line, run South 89° 36' 55" West, for a distance of 1,686.45 feet to the POINT OF BEGINNING; thence South 16° 05' 32" West, 133.92 feet; thence South 14° 05' 32" West, 794.92 feet to the point of curvature of a curve to the left, having a radius of 1,470.00 feet, a central angle of 8° 33' 30" and a chord of 219.37 feet that bears South 09° 48' 47" West; thence along the arc of said curve a distance of 219.57 feet; thence South 89° 48' 53" West, 35.69 feet to a point on the easterly right of way line of Avalon Road; thence the following courses along said easterly right of way line, being a non-tangent curve concave easterly, having a radius of 1,112.92 feet, a central angle of 7° 37' 31" and a chord of 148.01 feet that bears North 10° 16' 47" East; thence along the arc of said curve a distance of 148.11 feet to the point of tangency; thence North 14° 05' 32" East, 1,000.19 feet; thence North 89° 36' 55" East, 33.81 feet to the POINT OF BEGINNING.

Said parcel contains an area of 33,320 square feet or 0.765 acres, more or less.

### NOTES

1. THIS SKETCH OR DESCRIPTION IS NOT A SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER LISTED BELOW.
3. THE LAND DESCRIPTION HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT.
4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING SOUTH 00° 22' 29" WEST, NAD83 DATUM.
5. NOT VALID WITHOUT SHEETS 1 THROUGH 2.

### CERTIFICATION

I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



Ocasio Santiago, Ivys

Digitally signed by Ocasio Santiago, Ivys  
 Reason: I have reviewed this document  
 Date: 2024.09.11 15:57:50-0400'

IVYS M. OCASIO-SANTIAGO, PSM  
 FLORIDA REG. No. 7382  
 PROFESSIONAL SURVEYOR AND MAPPER

DATE

SECTION 31, TOWNSHIP 24 SOUTH, RANGE 27 EAST - ORANGE COUNTY, FLORIDA



Landmark Center Two  
 225 E. Robinson St., Suite 300  
 Orlando, FL 32801  
 407.839.4006 / FAX 407.839.4008  
 Licensed Business # 7153

Vanasse Hangen Brustlin, Inc.

DRAWN BY: CAP CHECKED: IOS

PROJECT # 63899.01

DRAWING: 63899.01 Sk&Desc ROW.dwg

DRAWING DATE: 09/10/2024

SHEET 1 OF 2

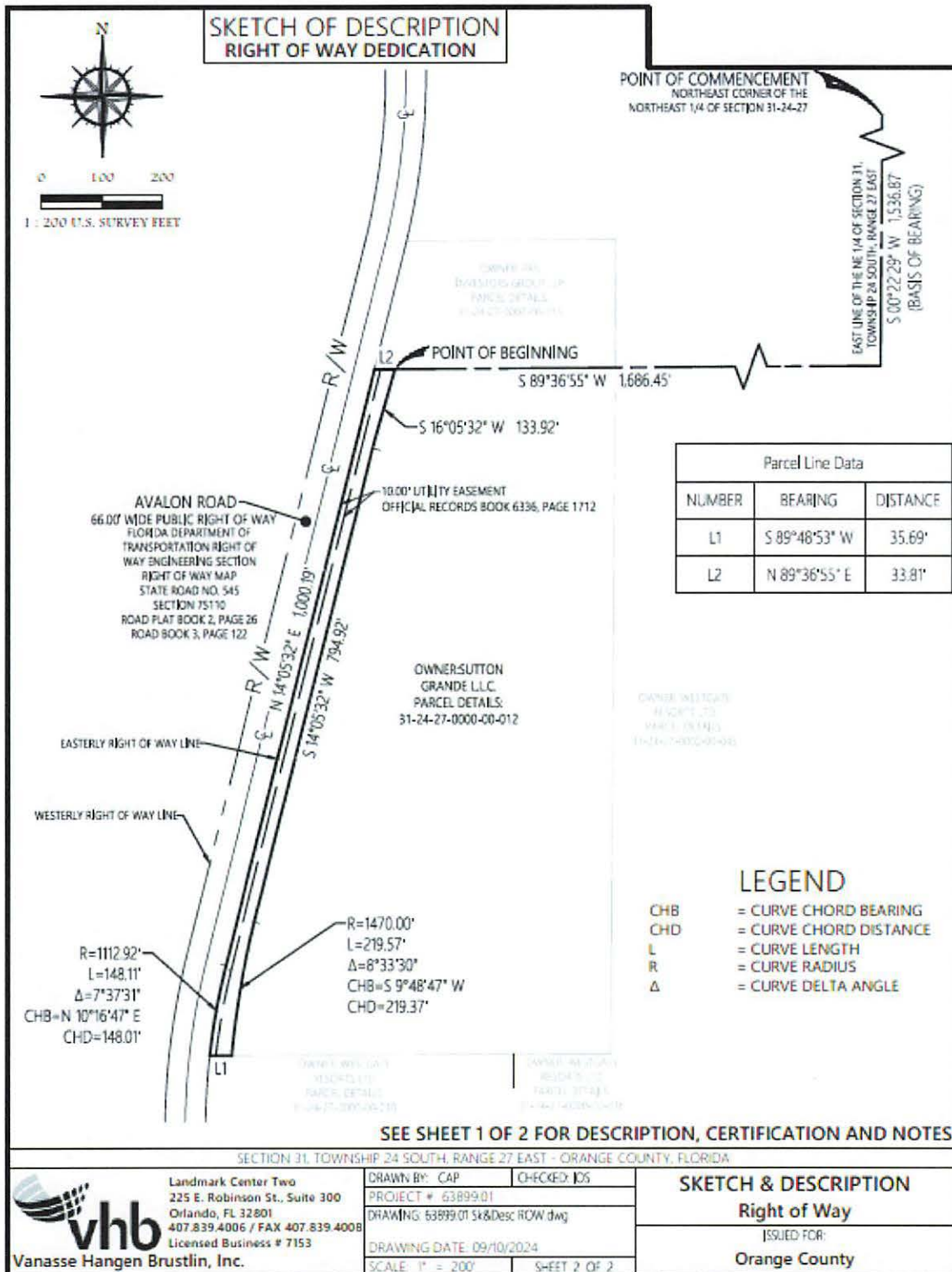
### SKETCH & DESCRIPTION

Right of Way

ISSUED FOR:

Orange County

Right of Way and Transportation Impact Fee Agreement  
Project: Sutton Grande Planned Development  
Owner: Sutton Grande, LLC  
Avalon Road (C.R. 545) - 2025



Right of Way and Transportation Impact Fee Agreement  
Project: Sutton Grande Planned Development  
Owner: Sutton Grande, LLC  
Avalon Road (C.R. 545) - 2025

**Exhibit "D"**

**Form of General Warranty Deed**  
(See attachment on following Pages)

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

\_\_\_\_\_, 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 31-24-27-0000-00-012

**Project:** Sutton Grande PD – Right of Way and Transportation Impact Fee Agreement

**THIS IS A DONATION**

**WARRANTY DEED**

**THIS WARRANTY DEED**, made as of the date signed below, by **Sutton Grande, LLC**, a Florida limited liability company, whose address is 7940 Via Dellagio Way, Suite 200, Orlando, Florida 32819, **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 EXHIBIT A**

**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, 2024.

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

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

**WITNESS #1**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

**WITNESS #2**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

**Sutton Grande, LLC,**  
a Florida limited liability company

By: CW Family, LLLP  
a Florida limited liability limited partnership,  
its Manager

By: CW Family, LLC,  
a Florida limited liability company,  
its General Partner

By: \_\_\_\_\_

Signature

Print Name

Title

[Notary Acknowledgment on following Page]



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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of CW Family, LLC, a Florida limited liability company, the General Partner of CW Family, LLLP, a Florida limited liability limited partnership, the Manager of Sutton Grande, LLC, a Florida limited liability company, on behalf of the limited liability company. The individual ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(Notary Stamp)

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

\_\_\_\_\_  
Print Notary Name

\_\_\_\_\_  
Notary Public of:

\_\_\_\_\_  
My Commission Expires:

FORM NOT FOR SIGNATURE

**[Exhibit A follows]**

Right of Way and Transportation Impact Fee Agreement  
Project: Sutton Grande Planned Development  
Owner: Sutton Grande, LLC  
Avalon Road (C.R. 545) - 2025

**Patti J. Harris**

---

**From:** Mark D. Thomson  
**Sent:** Thursday, January 2, 2025 10:18 AM  
**To:** Tammilea Chami (Tammilea.Chami@ocfl.net)  
**Cc:** Patti J. Harris  
**Subject:** SUTTON GRANDE ORIGINAL SIGNED Agreement - Hand Delivery Today 01/02/2025

**SUTTON GRANDE ORIGINAL SIGNED Agreement - Hand Delivery Today 01/01/2025**

Hello Tami,

I am sending the ORIGINAL duly executed SUTTON GRANDE Right of Way and Transportation Impact Fee Agreement to you TODAY, Jan. 2, 2025, by Commercial Courier for hand delivery.

If you need anything further for SUTTON GRANDE and scheduling the Agreement for consideration on the Jan. 28, 2025 BCC Meeting date, please let me know.

Thank you for all your assistance and efforts!

Happy New Year!  
-Mark

**Mark D. Thomson**  
Partner | Shutts & Bowen LLP  
Tel: (407) 835-6738  
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