



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 8

DATE: May 24, 2019

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

THROUGH: Paul Sladek, Manager *PS*
Real Estate Management Division

FROM: Monica Hand, Senior Title Examiner *MS for MH*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval of Special Warranty Deed from J Acquisitions Volusia, LLC to St. Johns River Water Management District with All Aboard Florida Project Mitigation Deed Restrictions in favor of Orange County, Florida and Special Warranty Deed from Keewin Conservation, LLC to St. Johns River Water Management District with All Aboard Florida Project Mitigation Deed Restrictions in favor of Orange County, Florida, delegation of authority to the Real Estate Management Division to approve minor revisions to the Special Warranty Deeds prior to execution and recording which do not affect the substantive rights of Orange County, and authorization to record instruments

PROJECT: All Aboard Florida Project Site – CAI-17-11-030

Volusia County (J Acquisitions Volusia, LLC)
Seminole County (Keewin Conservation, LLC)

PURPOSE: To provide for conservation of lands as a requirement of development.

ITEMS: Special Warranty Deed (J Acquisitions Volusia, LLC)
Cost: Donation
Total size: 300.25 acres

Special Warranty Deed (Keewin Conservation, LLC)
Cost: Donation
Size: 103.163 acres

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

REMARKS: Conservation Area Impact Permit No. CAI-17-11-030 issued by Orange County Environmental Protection Division, as proposed to be modified by Conservation Area Impact Permit Modification No. CAI-19-02-010, requires these deed restrictions.

Approval of this item is contingent upon approval of Conservation Area Impact Permit Modification No. CAI-19-02-010 which is being processed concurrently by the Environmental Protection Division.

Grantors to pay all recording fees.



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: June 5, 2019

TO: Paul Sladek
Real Estate Management Division, BCC

FROM: Katie Smith, Deputy Clerk *nr for ks*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Administrative Services Department
Consent Item 13, File 19-877, June 4, 2019

Enclosed is the Special Warranty Deed from J Acquisitions Volusia, LLC to St. Johns River Water Management District (1 original) and Special Warranty Deed from Keewin Conservation, LLC to St. Johns River Water Management District (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on June 4, 2019.

Please forward the documents to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy terese.parsons@ocfl.net *Note: ClerkofBCC@occompt.com is **used only** for County staff submission of pending documents.*

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed documents before July 4, 2019, notify Katie Smith by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

ks:nr

Enclosures (2)

dl: Randy Singh, Deputy County Administrator, BCC [email]
Farling Betancourt, Administrative Assistant, Planning, Environmental and Development Services Department, BCC [email]
Terese Parsons, Executive Assistant, County Administrator's Office, BCC [email]
Pending File

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

JUN 04 2019

This Instrument Prepared By
Donald J. Curotto, Esquire
SHUTTS & BOWEN LLP
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

Parcel Identification Number(s): 7114-01-00-0550; 7114-01-00-0560;
7114-01-00-0800; 7114-01-00-0810; 7114-01-00-0820; 7114-01-00-0830;
7114-01-00-0840; 7114-01-00-0850; 7114-01-00-0860; 7114-01-00-0870;
7114-01-00-0880; 7114-01-00-0890; 7114-01-00-0900; 7114-01-00-0910;
7114-01-00-0920; 7114-01-00-0930

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is given this ____ day of _____, 2019 (the "Effective Date"), by **J ACQUISITIONS VOLUSIA, LLC**, a Florida limited liability company ("Grantor"), whose address is 401 Ferguson Drive, Orlando, Florida 32805, to and in favor of **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**, a public body existing under Chapter 373, Florida Statutes ("Grantee"), whose address is 4049 Reid Street, Palatka, Florida 32177.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration paid to Grantor, the receipt of which is hereby acknowledged by Grantor, by these presents, does grant, bargain, sell, alien, remise, release, convey, and confirm unto Grantee, its successors and assigns, forever, those certain parcel(s) of land lying and being situated in the County of Volusia, State of Florida, as more particularly described on **Exhibit A** attached hereto (the "Property").

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

TO HAVE AND TO HOLD the above described Property, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, unto Grantee, its successors and assigns, in fee simple, forever.

Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Property; (3) that Grantor does hereby agree to warrant and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through, or under Grantor, but not otherwise; and (4) that the Property is subject to real estate taxes and assessments for the year 2019, which are not yet due and payable and other matters of public record.

The Property is being conveyed to satisfy the permitting requirements of the St. Johns River Water Management District for the following projects: All Aboard Florida Proposed East-West Rail Corridor Segment PE03 Along SR 528 from SR 520 to US 1, permit number IND-095-136255-5, and All Aboard Florida East-West Railway PE02 CFX SJRWMD Segment, permit number IND-095-136255-6.

The conveyance of the Property set forth in this Deed is made by Grantor and accepted by Grantee subject to the "All Aboard Florida Project Mitigation Deed Restrictions" set forth in **Exhibit B** attached hereto and incorporated herein by this reference (the "**Deed Restrictions**"), which Deed Restrictions are imposed for the benefit of ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, ("**County**") who is deemed to be an express third-party beneficiary with full enforcement rights with respect to the Deed Restrictions.

Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations or other legal entities, wherever the context so admits or requires.

IN WITNESS WHEREOF, on the Effective Date, Grantor has caused these presents to be duly authorized in Grantor's name and by those thereunto duly authorized.

SIGNATURE WITNESSED BY:

GRANTOR:

**J ACQUISITIONS VOLUSIA, LLC,
A Florida limited liability company**

Print: _____

By: _____
Jeffry B. Fuqua
Manager

Print: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Jeffry B. Fuqua, the Manager of J Acquisitions Volusia, LLC, a Florida limited liability company, on behalf of said company. He [] is personally known to me or [] has produced _____ as identification.

[NOTARY STAMP OR SEAL]

Print: _____
Notary Public, State of Florida
My commission expires: _____

EXHIBIT A
THE PROPERTY

(see attached two (2) legals and sketches of description totaling eight (8) pages)

SKETCH OF DESCRIPTION

SHEET 1 OF 3

LEGAL DESCRIPTION (All Aboard Mitigation Tract)

A parcel of land comprising a portion of Sections 26 and 35, Township 17 South, Range 31 East, Volusia County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of Section 36, Township 17 South, Range 31 East; thence run North 00°55'50" West along the East line of the Southeast 1/4 of said Section 36 for a distance of 2696.96 feet to the East 1/4 corner of said Section 36; thence run North 00°55'05" West along the East line of the Northeast 1/4 of said Section 36 for a distance of 656.31 feet; thence departing said East line of the Northeast 1/4 of Section 36 run South 87°55'30" West for a distance of 2661.36 feet; thence run South 88°09'48" West for a distance of 2661.27 feet; thence run North 00°30'16" West for a distance of 839.99 feet to the POINT OF BEGINNING; thence run North 89° 59' 40" West for a distance of 3571.40 feet; thence run North 41° 21' 19" West for a distance of 20.00 feet; thence run North 27° 47' 12" West for a distance of 458.42 feet; thence run North 88° 56' 19" West for a distance of 98.30 feet; thence run North 13° 59' 30" East for a distance of 463.92 feet; thence run North 01° 30' 05" West for a distance of 481.97 feet; thence run North 01° 45' 15" West for a distance of 522.88 feet; thence run North 01° 01' 54" East for a distance of 457.78 feet; thence run North 09° 49' 31" West for a distance of 186.39 feet; thence run North 89° 59' 00" East for a distance of 3789.91 feet; thence run South 01° 30' 49" East for a distance of 1319.85 feet; thence run South 00° 40' 38" East for a distance of 427.52 feet; thence run South 00° 30' 16" East a distance of 772.96 feet to the POINT OF BEGINNING.

Contains 218.19 acres more or less.



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36-17-31 BEING N00°55'50"W FOR ANGULAR DESIGNATION ONLY.

SK8
Rev 10-23-17

JOB NO. 20150430
DATE: 10-9-17
SCALE: 1" = 600 FEET
FIELD BY: N/A

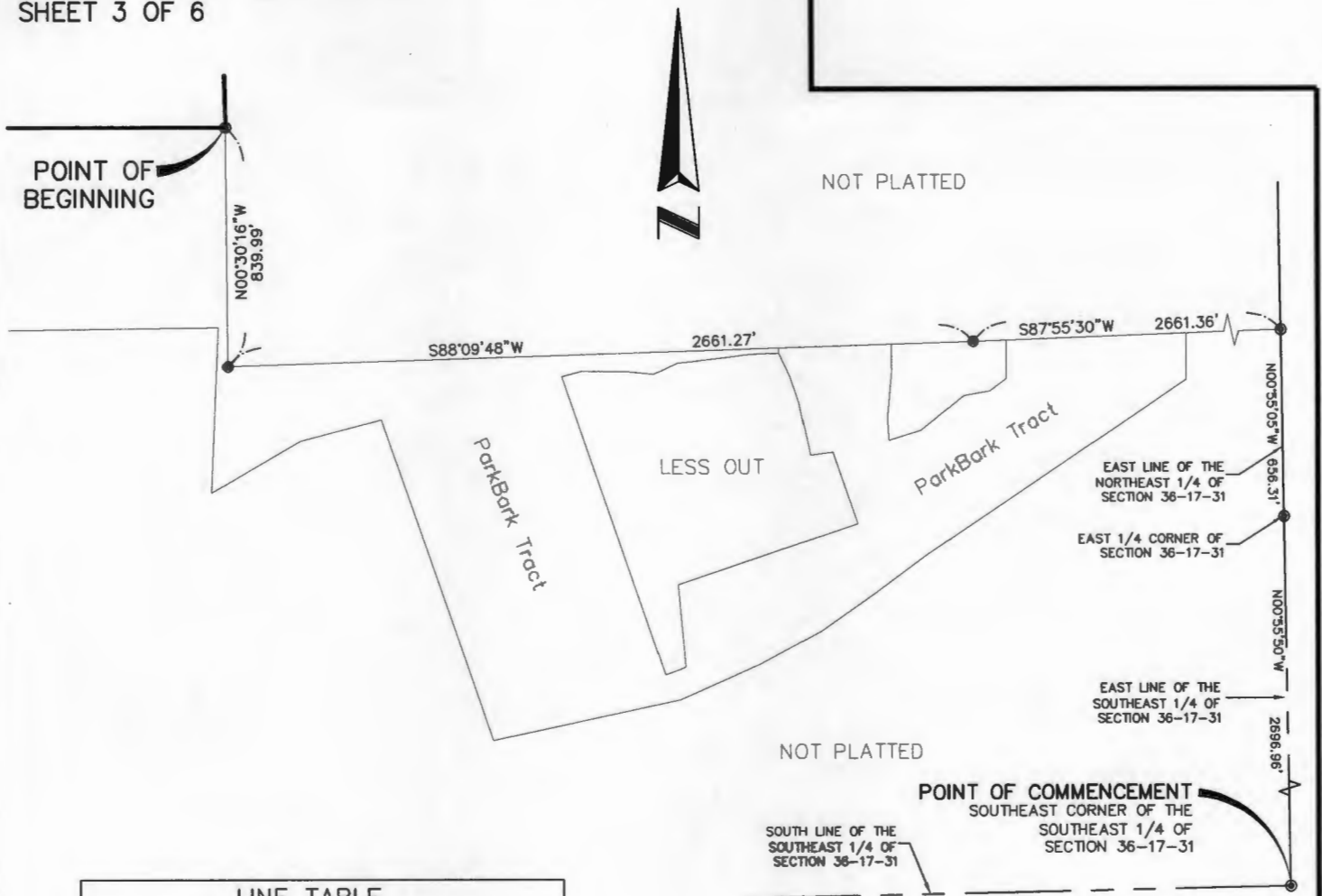
CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY:

FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 3 OF 6



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N41°21'19"W
L2	458.42'	N27°47'12"W
L3	98.30'	N88°56'19"W
L4	463.92'	N13°59'30"E
L5	481.97'	N01°30'05"W
L6	522.88'	N01°45'15"W
L7	457.78'	N01°01'54"E
L8	186.39'	N09°49'31"W
L9	427.52'	S00°40'38"E
L10	772.96'	S00°30'16"E

ALLEN & COMPANY
Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY: SKB
Rev 10-23-17

● DENOTES CHANGE IN DIRECTION

JOB NO. 20150430	CALCULATED BY: JLR
DATE: 10-9-2017	DRAWN BY: PJR
SCALE: 1" = 600 FEET	CHECKED BY: MR
FIELD BY: N/A	

SKETCH OF DESCRIPTION

SHEET 3 OF 3

NOT PLATTED

N89°59'00"E

3789.91'

S01°30'49"E 1319.85'



ALL ABOARD MITIGATION TRACT

L7
L6
L5
L4
L3
L2
L1

N89°59'40"W

3571.40'

67
017

POINT OF BEGINNING

ParkBark Tract

N00°30'16"W 839.99'

NOT PLATTED



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY:

SKB
Rev 10-23-17

● DENOTES CHANGE IN DIRECTION

JOB NO. 20150430
DATE: 10-9-2017
SCALE: 1" = 600 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

SKETCH OF DESCRIPTION

SHEET 1 OF 5

LEGAL DESCRIPTION All Aboard Mitigation Tract PE02.

A parcel of land comprising a portion of Section 26, Township 17 South, Range 31 East, Volusia County, Florida.

Being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of Section 36, Township 17 South, Range 31 East; thence run North 00°55'50" West along the East line of the Southeast 1/4 of said Section 36 for a distance of 2696.96 feet to the East 1/4 corner of said Section 36; thence run North 00°55'05" West along the East line of the Northeast 1/4 of said Section 36 for a distance of 656.31 feet; thence departing said East line of the Northeast 1/4 of Section 36 run South 87°55'30" West for a distance of 2661.36 feet; thence run South 88°09'48" West for a distance of 2661.27 feet; thence run North 00°30'16" West for a distance of 839.99 feet; thence run North 89° 59' 40" West for a distance of 3571.40 feet; thence run North 41° 21' 19" West for a distance of 20.00 feet; thence run North 27° 47' 12" West for a distance of 458.42 feet; thence run North 88° 56' 19" West for a distance of 98.30 feet; thence run North 13° 59' 30" East for a distance of 463.92 feet; thence run North 01° 30' 05" West for a distance of 481.97 feet; thence run North 01° 45' 15" West for a distance of 522.88 feet; thence run North 01° 01' 54" East for a distance of 457.78 feet; thence run North 09° 49' 31" West for a distance of 186.39 feet to the POINT OF BEGINNING; thence run South 89° 59' 00" West for a distance of 0.81 feet; thence run North 09° 49' 52" West for a distance of 134.46 feet; thence run North 27° 46' 27" West for a distance of 341.29 feet; thence run North 23° 10' 15" West for a distance of 330.95 feet; thence run North 67° 20' 21" West for a distance of 660.70 feet; thence run North 64° 24' 46" West for a distance of 216.04 feet; thence run North 23° 04' 43" East for a distance of 1441.57 feet; thence run South 74° 06' 23" East for a distance of 233.01 feet; thence run South 86° 25' 03" East for a distance of 222.74 feet; thence run North 66° 58' 37" East for a distance of 370.39 feet; thence run South 86° 52' 47" East for a distance of 543.58 feet; thence run South 76° 41' 59" East for a distance of 42.89 feet; thence run South 00° 00' 00" West for a distance of 1413.95 feet; thence run South 87° 56' 02" East for a distance of 87.41 feet; thence run South 39° 48' 20" East for a distance of 41.42 feet; thence run South 19° 58' 59" East for a distance of 24.35 feet; thence run South 00° 00' 31" East for a distance of 968.36 feet; thence run South 89° 59' 00" West a distance of 941.65 feet to the POINT OF BEGINNING.

Contains 82.06 acres more or less.

SURVEYOR'S NOTES:

THIS IS NOT A SURVEY.
THE DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENTS REQUEST.
THIS LEGAL DESCRIPTION AND SKETCH WERE PREPARED WITHOUT THE BENEFIT OF TITLE.
THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 36-17-31 BEING N00°55'50"W FOR ANGULAR DESIGNATION ONLY.

SK8



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

JOB NO. 20150430
DATE: 11-21-17
SCALE: 1" = 600 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

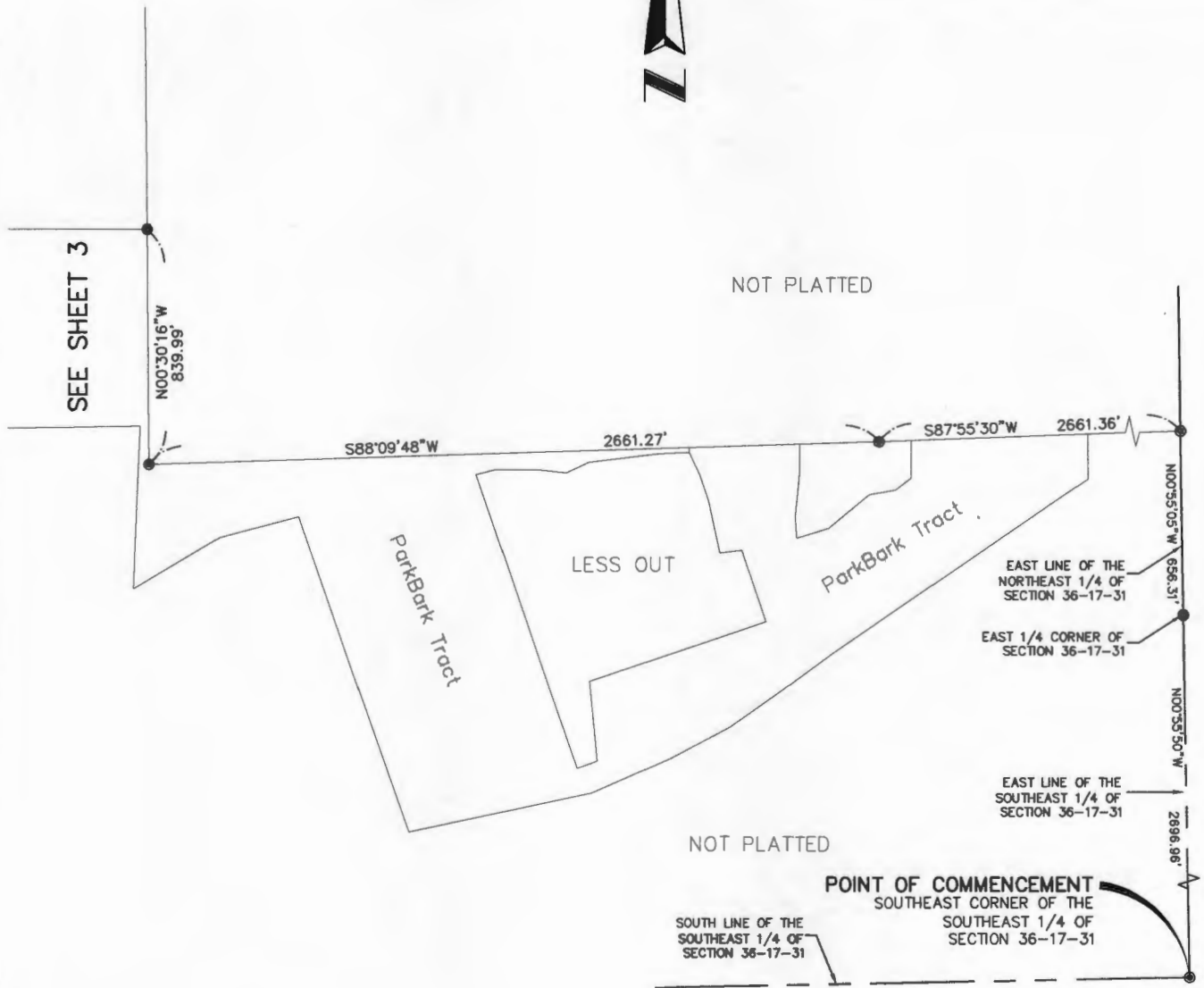
FOR THE LICENSED BUSINESS # 6723 BY:

JAMES L. RICKMAN P.S.M. # 5633

SKETCH OF DESCRIPTION

SHEET 2 OF 5

All Aboard Mitigation Tract PE02



ALLEN & COMPANY
Professional Surveyors & Mappers

16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

THIS IS NOT A SURVEY: SK9

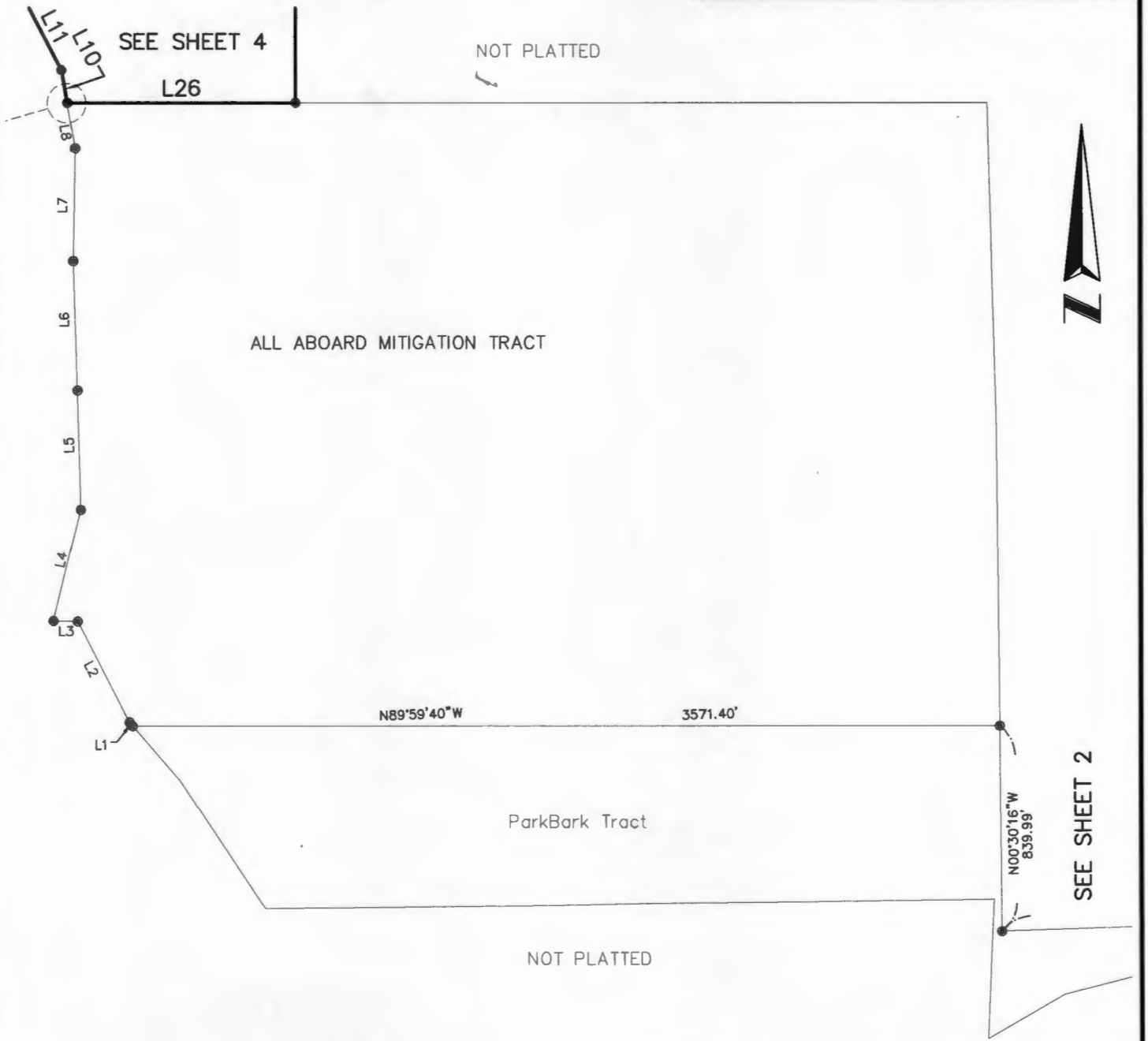
● DENOTES CHANGE IN DIRECTION

JOB NO. 20150430	CALCULATED BY: JLR
DATE: 11-21-2017	DRAWN BY: PJR
SCALE: 1" = 600 FEET	CHECKED BY: MR
FIELD BY: N/A	

SKETCH OF DESCRIPTION

SHEET 3 OF 5

All Aboard Mitigation Tract PE02



16 East Plant Street
Winter Garden, Florida 34787 • (407) 654 5355

THIS IS NOT A SURVEY:

SK9

● DENOTES CHANGE IN DIRECTION

JOB NO. 20150430
DATE: 11-21-2017
SCALE: 1" = 600 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

SKETCH OF DESCRIPTION

SHEET 5 OF 5

All Aboard Mitigation Tract PE02

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00'	N41°21'19"W
L2	458.42'	N27°47'12"W
L3	98.30'	N88°56'19"W
L4	463.92'	N13°59'30"E
L5	481.97'	N01°30'05"W
L6	522.88'	N01°45'15"W
L7	457.78'	N01°01'54"E
L8	186.39'	N09°49'31"W
L9	0.81'	S89°59'00"W
L10	134.46'	N09°49'52"W
L11	341.29'	N27°46'27"W
L12	330.95'	N23°10'15"W
L13	660.70'	N67°20'21"W
L14	216.04'	N64°24'46"W
L15	1441.57'	N23°04'43"E
L16	233.01'	S74°06'23"E
L17	222.74'	S86°25'03"E
L18	370.39'	N66°58'37"E
L19	543.58'	S86°52'47"E
L20	42.89'	S76°41'59"E
L21	1413.95'	S00°00'00"W
L22	87.41'	S87°56'02"E
L23	41.42'	S39°48'20"E
L24	24.35'	S19°58'59"E
L25	968.36'	S00°00'31"E
L26	941.65'	S89°59'00"W

THIS IS NOT A SURVEY:

SK9

⊙ DENOTES CHANGE IN DIRECTION



16 East Plant Street
Winter Garden, Florida 34787 * (407) 654 5355

JOB NO. 20150430
DATE: 11-21-2017
SCALE: 1" = 600 FEET
FIELD BY: N/A

CALCULATED BY: JLR
DRAWN BY: PJR
CHECKED BY: MR

EXHIBIT B
ALL ABOARD FLORIDA PROJECT MITIGATION DEED RESTRICTIONS

The conveyance of the Property herein is made by Grantor and accepted by Grantee subject to and conditioned upon the following covenants, conditions, restrictions, and agreements (collectively, the “**Deed Restrictions**”), which Deed Restrictions are made and included herein for the benefit of ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**County**”), but not for the benefit of Grantor (which Grantor shall have no right of any kind to enforce these Deed Restrictions):

1. The Property shall be retained as conservation land in perpetuity to preserve and protect the ecological, biological, and hydrological integrity of the Property, including the Property's natural features, water resource benefits, and wildlife and plant life features, and to prevent any development or other use of the Property that interferes with the accomplishment of these purposes.
2. Any improvements to the Property must be compatible with or must enhance the natural ecological, biological and hydrological value and characteristics of the Property. Furthermore, all improvements must conserve and protect the natural features, water resources, and wildlife and plant life features. Improvements must be of such a type that assist in conducting land management activities or provide passive public recreational opportunities consistent with the Grantee's responsibilities under sections 373.1391 and 373.1401, Florida Statutes, Chapter 40C-9, Florida Administrative Code, and other applicable law.
3. These Deed Restrictions may be released, altered, amended, or modified only by written instrument recorded in the Public Records of Volusia County, Florida, executed by Grantee (and, if applicable, all of Grantee's respective successors-in-interest) and County. For avoidance of doubt, Grantor's consent shall not be required to release, alter, amend, or modify these Deed Restrictions.
4. County is deemed an express third-party beneficiary of these Deed Restrictions. These Deed Restrictions may be enforced by County against the Property, the Grantee, and the Grantee's successors and assigns, in accordance with applicable law. The failure or forbearance by County to enforce any of such rights shall in no event be deemed a waiver of the right to do so thereafter.
5. Grantor and Grantee hereby acknowledge and agree that these Deed Restrictions are imposed in satisfaction of County permitting obligations and County permit issuance constitutes good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor. These Deed Restrictions shall run with title to the Property in perpetuity, and shall be binding upon successors and assigns of Grantee. Any transferee of any portion of the Property (regardless of whether such transferee is permitted or unpermitted under these Deed Restrictions) shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all duties and obligations of these Deed Restrictions relating thereto.

6. Defined (capitalized) terms used in this Exhibit B and these Deed Restrictions, but not defined herein, shall have the meanings given to such terms by the foregoing Deed to which this Exhibit B and these Deed Restrictions are attached.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
JUN 04 2019

Return To and Prepared By:
Karen M. Brown, Esq.
Swann Hadley Stump Dietrich & Spears, P.A.
200 E. New England Avenue, Suite 300
Winter Park, FL 32789

Property Appraiser Parcel
Identification (Folio Number(s)) – All or a portion of:
Tax Parcel No. 16-21-32-300-0050-0000
Tax Parcel No. 17-21-32-300-0090-0000
Tax Parcel No. 16-21-32-300-005B-0000

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made the ____ day of _____, 2019, by **Keewin Conservation, LLC**, a Florida limited liability company, whose address is 121 Garfield Avenue, Winter Park, Florida 32789 (hereinafter called Grantor*) to **St. Johns River Water Management District**, a public body existing under Chapter 373, Florida Statutes and whose address is 4049 Reid Street, Palatka, Florida 32177 (hereinafter called 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 **Seminole** County, Florida, to-wit:

See **Exhibit "A"** Attached Hereto (hereinafter called the Property)

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 claiming by, through or under the said Grantor, but not otherwise, and that said land is free of all encumbrances, except restrictions and easements of record, if any, however, this reference does not operate to reimpose the same. Said land is being conveyed to satisfy the permitting requirements of St. Johns River Water Management District (SJRWMD) for the All Aboard Florida East-West Railway PE02 CFX SJRWMD Segment project, Permit no. 136255-6. Additionally, this conveyance is, in part, one that was contemplated by, but not required for, the Osprey Lakes Phases 1-3 project, SJRWMD permit no. 65713-6.

The conveyance of the Property set forth in this Special Warranty Deed is made by Grantor and accepted by Grantee subject to the "All Aboard Florida Project Mitigation Deed Restrictions" set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference (hereinafter called the Deed Restrictions), which Deed Restrictions are imposed for the benefit of ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (hereinafter called County) who is deemed to be an express third-party beneficiary with full enforcement rights with respect to the Deed Restrictions.

(*Wherever used herein, the term "Grantee/Grantor" shall include all the parties to this instrument and the heirs, personal representatives, and assigns of individuals and the successors and/or assigns of the corporations; the use of the singular number shall include the plural and the plural the singular; the use of any gender shall include all genders.)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and by those duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:

Keewin Conservation, LLC, a Florida limited
liability company

Print Name: _____

By: _____
Allan E. Keen
Its: Manager

Print Name: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was sworn, subscribed to and acknowledged before me this _____ day of _____, 2019, by Allan E. Keen, as Manager of Keewin Conservation, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a Florida driver's license (type of identification) as identification.

Notary Public

Print Name

My Commission Expires: _____

(NOTARY SEAL)

Exhibit "A" - Legal Description

The land referred to herein below is situated in the County of Seminole, State of Florida, and described as follows:

The Southeasterly 50 feet of the following described Property: The Southwest 1/4 of the Northwest 1/4 of Section 16, Township 21 South, Range 32 East. ALSO: All that part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 21 South, Range 32 East, and the Southeast 1/4 of Section 17, Township 21 South, Range 32 East, which lies East of the old right of way of Florida East Coast Railway Company, now designated as State Road No. 13 and Northwesterly of the following described line, to-wit: Beginning at a point 721 feet West of the Northeast Corner of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 21 South, Range 32 East, run South 54 degrees 30 minutes West to the said right of way formerly owned by the Florida East Coast Railway Company.

AND

The Southwest 1/4 of the Northwest 1/4 of Section 16, Township 21 South, Range 32 East. ALSO: All that part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 21 South, Range 32 East, and the Southeast 1/4 of Section 17, Township 21 South, Range 32 East, which lies East of the old right of way of Florida East Coast Railway Company, now designated as State Road No. 13 and Northwesterly of the following described line, to-wit: Beginning at a point 721 feet West of the Northeast Corner of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 21 South, Range 32 East, run South 54 degrees 30 minutes West to the said right of way formerly owned by the Florida East Coast Railway Company, LESS AND EXCEPT a strip of land 50 feet wide off the Southeasterly side of the above described property.

TOGETHER with an Easement granted in Warranty Deed October 23, 1956 in Official Records Book 99, Page 193 over the following described 50-foot strip of land:

The Southeasterly 50 feet of the following described land, to-wit: All that part of the Northwest 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 21 South, Range 32 East, and the Southeast 1/4 of Section 17, Township 21 South, Range 32 East, which lies East of the old right of way of Florida East Coast Railway Company, now designated as State Road No. 13, and Northwesterly of the following described line, to-wit: Beginning at a point 721 feet West of the Northeast Corner of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 21 South, Range 32 East, run South 54 degrees 30 minutes West to the said right of way formerly owned by the Florida East Coast Railway Company, that part of the South 50 feet of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of the Section 16, Township 21 South, Range 32 East, which lies Easterly of the Northwesterly Boundary line (extended Northeasterly to a point 50 feet North of the South line of said 20 acre tract) of said 50 foot strip of land last aforesaid; the South 50 feet of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 16, Township 21 South, Range 32 East.

ABOVE described lands lie within Seminole County, Florida.

ALSO DESCRIBED AS:

A parcel of land being all of the Southwest 1/4 of the Northwest 1/4, a portion of the Northwest 1/4 of the Southwest 1/4 and a portion of the Southwest 1/4 of the Southwest 1/4 all of Section 16, Township 21 South, Range 32 East; and a portion of the Southeast 1/4 of Section 17, Township 21 South, Range 32 East, being more particularly described as follows:

BEGIN at the West quarter corner of Section 16, Township 21 South, Range 32 East, thence North $01^{\circ}26'59''$ West, along the West line of the Southwest 1/4 of the Northwest 1/4 of said Section 16, a distance of 1324.93 feet to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence North $89^{\circ}54'42''$ East, along the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 16, a distance of 1319.38 feet to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence South $01^{\circ}10'06''$ East, along the East line of the Southwest 1/4 of the Northwest 1/4 of said Section 16, a distance of 1325.78 feet to the Southeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 16; thence South $01^{\circ}09'54''$ East, along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 16, a distance of 1040.17 feet to the Northerly line of a 50.00 foot wide easement for passage per Official Records Book 99, Page 193 of the Public Records of Seminole County, Florida; thence continue South $01^{\circ}09'54''$ East, along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 16, a distance of 61.21 feet to the Northerly line of OSPREY LAKES, PHASE 1, according to the plat thereof as recorded in Plat Book 60, Page 38 of the Public Records of Seminole County, Florida; thence South $53^{\circ}36'17''$ West, along said Northerly boundary line, a distance of 1985.07 feet to the Northwest corner of said OSPREY LAKES, PHASE 1, also being on the East right of way line of the Florida Trail (formerly Florida East Coast Railway Company and State Road 13); thence North $00^{\circ}40'36''$ West, along said East right of way line, a distance of 61.58 feet to Northerly line of said 50.00 foot wide easement for passage; thence North $00^{\circ}40'36''$ West, along said East right of way line, a distance of 928.44 feet; thence South $89^{\circ}19'24''$ West, along said East right of way line, a distance of 25.00 feet; thence North $00^{\circ}40'36''$ West, along said East right of way line, a distance of 1287.01 feet to a point on the North line of the Southeast 1/4 of Section 17, Township 21 South, Range 32 East; thence North $89^{\circ}44'54''$ East, along said North line, a distance of 314.48 feet to the POINT OF BEGINNING.

EXHIBIT "B"
ALL ABOARD FLORIDA PROJECT MITIGATION DEED RESTRICTIONS

The conveyance of the Property herein is made by Grantor and accepted by Grantee subject to and conditioned upon the following covenants, conditions, restrictions, and agreements (collectively, the "**Deed Restrictions**"), which Deed Restrictions are made and included herein for the benefit of ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("**County**"), but not for the benefit of Grantor (which Grantor shall have no right of any kind to enforce these Deed Restrictions):

1. The Property shall be retained as conservation land in perpetuity to preserve and protect the ecological, biological, and hydrological integrity of the Property, including the Property's natural features, water resource benefits, and wildlife and plant life features, and to prevent any development or other use of the Property that interferes with the accomplishment of these purposes.
2. Any improvements to the Property must be compatible with or must enhance the natural ecological, biological and hydrological value and characteristics of the Property. Furthermore, all improvements must conserve and protect the natural features, water resources, and wildlife and plant life features. Improvements must be of such a type that assist in conducting land management activities or provide passive public recreational opportunities consistent with the Grantee's responsibilities under sections 373.1391 and 373.1401, Florida Statutes, Chapter 40C-9, Florida Administrative Code, and other applicable law.
3. These Deed Restrictions may be released, altered, amended, or modified only by written instrument recorded in the Public Records of Seminole County, Florida, executed by Grantee (and, if applicable, all of Grantee's respective successors-in-interest) and County. For avoidance of doubt, Grantor's consent shall not be required to release, alter, amend, or modify these Deed Restrictions.
4. County is deemed an express third-party beneficiary of these Deed Restrictions. These Deed Restrictions may be enforced by County against the Property, the Grantee, and the Grantee's successors and assigns, in accordance with applicable law. The failure or forbearance by County to enforce any of such rights shall in no event be deemed a waiver of the right to do so thereafter.
5. Grantor and Grantee hereby acknowledge and agree that these Deed Restrictions are imposed in satisfaction of County permitting obligations and County permit issuance constitutes good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged by Grantor. These Deed Restrictions shall run with title to the Property in perpetuity, and shall be binding upon successors and assigns of Grantee. Any transferee of any portion of the Property (regardless of whether such transferee is permitted or unpermitted under these Deed Restrictions) shall automatically be deemed, by acceptance of the title to any portion of the Property, to have assumed all duties and obligations of these Deed Restrictions relating thereto.

6. Defined (capitalized) terms used in this Exhibit "B" and these Deed Restrictions, but not defined herein, shall have the meanings given to such terms by the foregoing Special Warranty Deed to which this Exhibit "B" and these Deed Restrictions are attached.

H:\1 BROWN KAREN\KEEN-CONLEY PROPERTY MITIGATION CREDITS #25937\CLOSING DOCUMENTS\SPECIAL WARRANTY DEED REDLINE 5-24-2019.DOC