



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 15

DATE: August 12, 2022

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

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

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPS/MTC*
Real Estate Management Division

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

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

ACTION REQUESTED: Approval of Access Easement among Cypress Reserve Community Association, Inc., McKinnon Groves LLLP, and American Orange County Investments 40 LLC, approval and execution of Donation Agreement by and between American Orange County Investments 40, LLC and Orange County, Florida.

PROJECT: Lake Roberts Reserve CAI-19-12-069

District 1

PURPOSE: To provide for preservation of lands to offset impacts associated with Conservation Area Impact Permit CAI 19-12-069.

ITEMS: Access Easement
Cost: None
Size: 31,271.659 square feet

Donation Agreement
Revenue: \$26,490 (one-time per acre management fee to Orange
County Conservation Trust Fund)
Total size: 52.98 acres

REVENUE: Account No.: 1026-068-1978-5440 (\$26,490)

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

REMARKS: The corrected Conservation Area Impact Permit No. CAI-19-12-029 requires this donation to offset impacts associated with the development of the Lake Roberts Reserve subdivision.

The subject parcel meets the evaluation and selection criteria outlined in Administrative Regulation 11.07.01 Environmentally Sensitive Lands Acquisition, and additionally, provides water resource protection, aquifer recharge, and floodplain storage; provides connections to other publicly owned lands, enhances an existing wildlife corridor, and has potential to provide opportunities for quality nature-based recreation for residents and visitors.

Orange County is approving the Access Easement to show acceptance of the terms and conditions

Grantor to pay all closing costs and property taxes.

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

SHUTTS & BOWEN LLP
ATTN: DANIEL T. O'KEEFE, ESQ.
300 S. ORANGE AVE.
SUITE 1600
ORLANDO, FL 32801

Property Appraiser's Parcel Identification Number(s):

34-22-27-1960-00-001 (partial)
34-22-27-1960-18-000 (partial)
34-22-27-1960-19-000 (partial)
27-22-27-1961-21-000 (partial)
27-22-27-0000-00-055
27-22-27-0000-00-056
27-22-27-0000-00-139
27-22-27-0000-00-140

SPACE ABOVE THIS LINE FOR RECORDING DATA

ACCESS EASEMENT

THIS INDENTURE, Made this 27 day of January A.D., 2022, among CYPRESS RESERVE COMMUNITY ASSOCIATION, INC., a not for profit corporation organized and existing under the laws of the state of Florida, having its principal place of business in the city of Winter Garden, county of Orange, state of Florida, whose address is 270 W. Plant Steet, Winter Garden, Florida, 34787, GRANTOR, MCKINNON GROVES LLLP, a Florida limited liability limited partnership, whose address is 15400 Oakland Avenue, Winter Garden, Florida, 34787, MCKINNON, and AMERICAN ORANGE COUNTY INVESTMENTS 40 LLC, a Florida limited liability company, whose address is 964 Cypress Drive, Delray Beach, Florida, 33483, AOCL.

WITNESSETH, that GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, paid by MCKINNON and AOCL, GRANTEES, the receipt of which is hereby acknowledged, does hereby give, grant, and convey to GRANTEES, and their respective successors-in-interest and permitted assigns, and to all Governmental Authorities (hereinafter defined), subject to the restrictions described below, a non-exclusive, perpetual access easement for ingress, egress, access, and passage, from/to that certain public right-of-way known as Siplin Road to/from the McKinnon Property (hereinafter defined) and/or the AOCL Property (hereinafter defined), over, under, on, upon, through, and across the following described lands situate in Orange County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A" (the "Easement Area")

Property Appraiser's Parcel Identification Numbers:

a portion of 34-22-27-1960-00-001
a portion of 34-22-27-1960-18-000
a portion of 34-22-27-1960-19-000
a portion of 27-22-27-1961-21-000

PROVIDED, HOWEVER, the Easement Area, and use of the same by GRANTEES, and their respective successors-in-interest and permitted assigns, and all Governmental Authorities is subject to all

easements, covenants, conditions, agreements, encumbrances, and restrictions of record – including but not limited to that certain conservation easement granted to the St. Johns River Water Management District in Article XV of that certain Declaration of Covenants, Conditions, Restrictions and Easements for Cypress Reserve recorded on May 13, 2015, as Document No. 20150242148 of the Public Records of Orange County, Florida (“**Existing Restrictions**”) – but reference thereto shall not serve to reimpose the same. Without limiting the generality of the foregoing, GRANTEES acknowledge that the Existing Restrictions prohibit both the construction of roads, structures, or other access improvements, and the removing, destroying, or trimming of trees, shrubs, or other vegetation, upon/within the Easement Area that would allow the Easement Area to be used for vehicular purposes.

As used herein, “McKinnon Property” shall mean and refer to those lands legally described on **Exhibit “B-1”** attached hereto and incorporated herein by this reference, “AOCI Property” shall mean and refer to those lands legally described on **Exhibit “B-2”** attached hereto and incorporated herein by this reference, and “Governmental Authorities” shall mean and refer to any federal, state, county, municipal, or other governmental or quasi-governmental department or entity, or any authority, commission, board, bureau, court, water management district, or agency having jurisdiction over all or any part the Easement Area, the McKinnon Property, and/or the AOCI Property, including without limitation Orange County, Florida, the City of Winter Garden, and the St. Johns River Water Management District.

Without limiting the foregoing, the access easement herein granted hereby specifically includes the right of any Governmental Authority that hereafter acquires a conservation easement (as defined in Section 704.06, Florida Statutes (2020)) over all or any part of the McKinnon Property and/or the AOCI Property to enter over, under, on, upon, through, and across the Easement Area with any necessary equipment for the purpose of ingress, egress, access, and passage over, under, on, upon, through, and across said Easement Area as is necessary for such Governmental Authority to access the McKinnon Property and/or the AOCI Property, as applicable, in a reasonable manner and at reasonable times for the purposes granted or conveyed by said conservation easement, including inspection, restoration, enhancement, maintenance, and monitoring activities.

Although not necessary, for the purpose of confirming that the access easement herein granted runs in favor of GRANTEES, and their respective successors-in-interest and permitted assigns, and of all Governmental Authorities, GRANTOR hereby acknowledges that each of MCKINNON and AOCI (individually) may, and is hereby specifically permitted and authorized to, hereafter partially assign to each of their respective successor(s)-in-interest and/or to any Governmental Authority the rights, titles, easements, and interests herein granted to said GRANTEES.

TO HAVE AND TO HOLD forever said access easement unto said GRANTEES, and their respective successors-in-interest and permitted assigns, as well as all Governmental Authorities aforementioned, for the purposes aforesaid.

[signature page and exhibits follow]

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

"GRANTOR"

Signed, sealed, and delivered
in the presence of:

**CYPRESS RESERVE COMMUNITY
ASSOCIATION, INC.,
a Florida not for profit corporation**



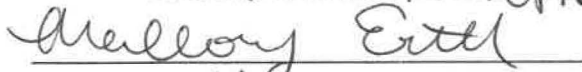
Print Name:

Sabrina I. Steppan

By:



Print Name: **Therese Philogene**



Print Name:

Mallory Ertel

Title: **President**

Date: January 27, 2022

[CORPORATE SEAL]

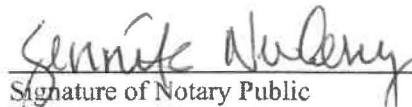
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 27th day of January, 2022, by Therese Philogene, as President of Cypress Reserve Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. ~~She~~ ☒ is personally known to me OR ☐ has produced _____ as identification and ☐ did ☐ did not take an oath.

[AFFIX NOTARY SEAL]





Signature of Notary Public

Jennifer Newberry

Print Name

My Commission Expires: Feb. 3, 2025

EXHIBIT "A"

Easement Area

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

SKETCH OF DESCRIPTION

SHEET 2 OF 2

DESCRIPTION: THAT PORTION OF TRACT "A", TRACT "R" AND TRACT "S", CYPRESS RESERVE PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 85, PAGES 13 THROUGH 19, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND THAT PORTION OF TRACT "U", CYPRESS RESERVE PHASE 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 94, PAGES 135 THROUGH 138, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST; THENCE S 88°28'28" E, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 88°28'28" E, ALONG SAID SOUTH LINE A DISTANCE OF 1299.45 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE S 0°57'55" W, ALONG SAID WEST LINE, A DISTANCE OF 20.00 FEET; THENCE N 88°28'28" W, ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, A DISTANCE OF 1279.79 FEET; THENCE S 1°56'00" W, A DISTANCE OF 20.00 FEET; THENCE N 88°28'28" W, A DISTANCE OF 20.00 FEET; THENCE S 1°56'00" W, ALONG A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 224.13 FEET; THENCE N 88°04'00" W, A DISTANCE OF 20.00 FEET, TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE N 1°56'00" E, ALONG SAID WEST LINE, A DISTANCE OF 243.99 FEET; THENCE S 88°28'28" E, A DISTANCE OF 20.00 FEET; THENCE N 1°56'00" E, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 31,271.659 SQUARE FEET OR 0.71 ACRES MORE OR LESS

△ CENTRAL ANGLE (DELTA)

R - RADIUS

CB - CHORD BEARING

L - ARC LENGTH

C - CHORD

PCC - POINT OF COMPOUND CURVE

PRC - POINT OF REVERSE CURVE

○ SET IRON PIN OR PIPE

● FOUND IRON PIN OR PIPE

□ SET CONCRETE MONUMENT

■ FOUND CONCRETE MONUMENT

M - MEASURED

P - PLAT

F - FIELD

C - CALCULATED

PCL - PARCEL

ESMT - EASEMENT

P/L - PROPERTY LINE

PB - PLAT BOOK

PG - PAGE (S)

R/W - RIGHT OF WAY

D - DEED

C/L - CENTERLINE

UTIL - UTILITY

PC - POINT OF CURVATURE

PT - POINT OF TANGENCY

PI - POINT OF INTERSECTION

POB - POINT OF BEGINNING

POC - POINT OF COMMENCEMENT

POT - POINT OF TERMINATION

ORB - OFFICIAL RECORDS BOOK

SEC - SECTION - TOWNSHIP - RANGE

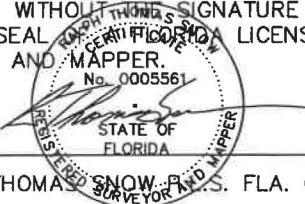
RALPH THOMAS SNOW, PSM

2624 BENT HICKORY CIRCLE
LONGWOOD, FL. 32779

407-701-6101 TSNOWBBQ@GMAIL.com
FLORIDA REGISTRATION NUMBER 5561

NOT VALID WITHOUT HIS SIGNATURE AND THE
ORIGINAL SEAL OF THE FLORIDA LICENSED
SURVEYOR AND MAPPER.

BY:



RALPH THOMAS SNOW, P.S. FLA. CERT.# 5561

SURVEYOR'S NOTES

BEARINGS BASED ON : ASSUMED DATUM, HOLDING THE S.LINE OF THE NORTH
1/2 OF THE S.E. 1/4 OF SECTION 27-22-27, AS BEING S 88°28'28" E

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

FIELD DATE: N/A

DATE: 1/23/2022

JOB NAME: 22-001 CYPRESS RESERVE

SCALE: 1" = 100'

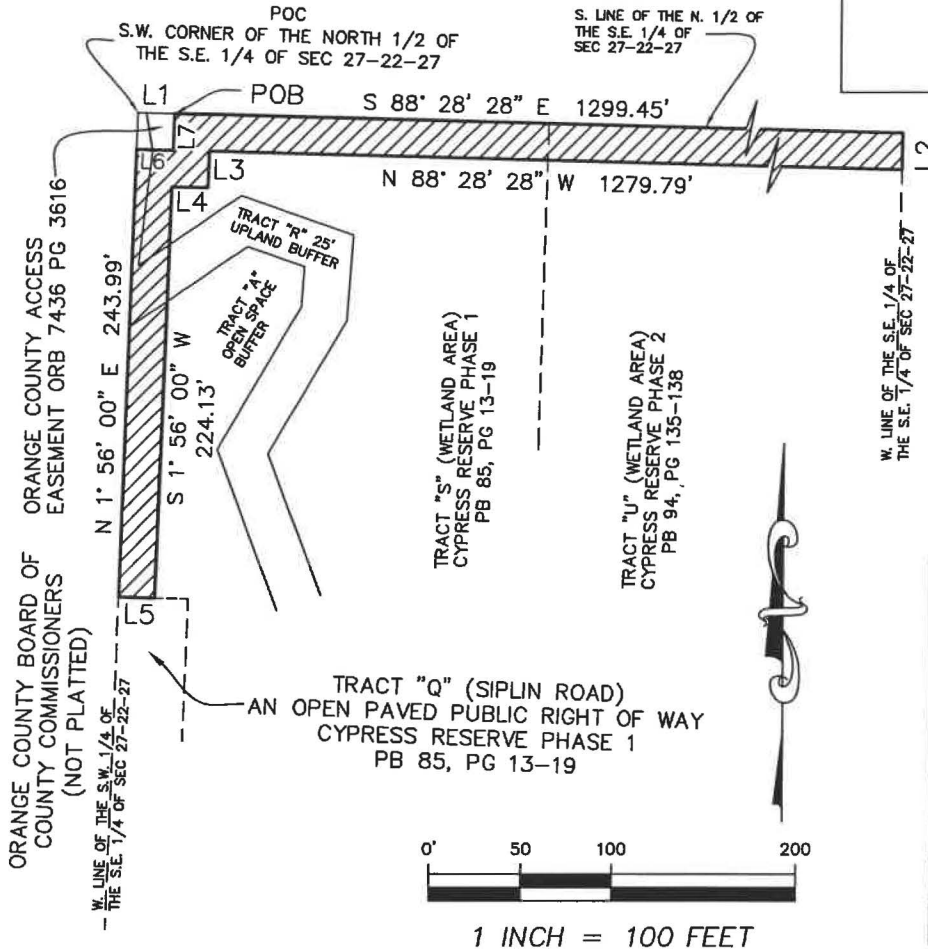
DRAWN BY: P.J.

CHECKED BY: R.T.S.

SKETCH OF DESCRIPTION

SHEET 1 OF 2

ORANGE COUNTY BOARD OF
COUNTY COMMISSIONERS
(NOT PLATTED)



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88° 28' 28" E	20.00'
L2	S 0° 57' 55" W	20.00'
L3	S 1° 56' 00" W	20.00'
L4	N 88° 28' 28" W	20.00'
L5	N 88° 04' 00" W	20.00'
L6	S 88° 28' 28" E	20.00'
L7	N 1° 56' 00" E	20.00'

△ CENTRAL ANGLE (DELTA)
R - RADIUS
CB - CHORD BEARING
L - ARC LENGTH
C - CHORD
PCC - POINT OF COMPOUND CURVE
PRC - POINT OF REVERSE CURVE

○ SET IRON PIN OR PIPE
● FOUND IRON PIN OR PIPE
□ SET CONCRETE MONUMENT
■ FOUND CONCRETE MONUMENT
M - MEASURED
P - PLAT
F - FIELD
C - CALCULATED

PCL - PARCEL
ESMT - EASEMENT
P/L - PROPERTY LINE
PB - PLAT BOOK
PG - PAGE (S)
R/W - RIGHT OF WAY
D - DEED
C/L - CENTERLINE
UTIL - UTILITY

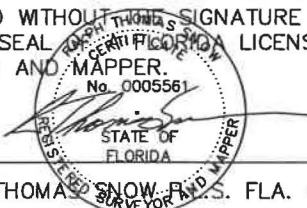
PC - POINT OF CURVATURE
PT - POINT OF TANGENCY
PI - POINT OF INTERSECTION
POB - POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
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NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL SEAL OF THE LICENSED
SURVEYOR AND MAPPER.

BY:



RALPH THOMAS SNOW, P.S. FLA. CERT. # 5561

SURVEYOR'S NOTES

BEARINGS BASED ON : ASSUMED DATUM, HOLDING THE S.LINE OF THE NORTH
1/2 OF THE S.E. 1/4 OF SECTION 27-22-27, AS BEING S 88°28'28" E

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

FIELD DATE: N/A

DATE: 1/23/2022

JOB NAME: 22-001 CYPRESS RESERVE

SCALE: 1" = 100'

DRAWN BY: P.J.

CHECKED BY: R.T.S.

EXHIBIT "B-1"

McKinnon Property

Orange County Property Appraiser's Parcel No. 27-22-27-0000-00-055

THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27,
TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA;

LESS AND EXCEPT ANY PORTION THEREOF INCLUDED WITHIN THE PLAT OF
CYPRESS RESERVE PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF AS
RECORDED IN PLAT BOOK 85, PAGE 13, OF THE PUBLIC RECORDS OF ORANGE
COUNTY, FLORIDA, OR WITHIN THE PLAT OF CYPRESS RESERVE PHASE 2,
ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 94,
PAGE 135, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B-2"

AOCI Property

Orange County Property Appraiser's Parcel No. 27-22-27-0000-00-056

THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION CONVEYED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 6829, PAGE 3947, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 990 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

AND

Orange County Property Appraiser's Parcel No. 27-22-27-0000-00-139

THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, LESS THE NORTH 361.50 FEET OF THE EAST 964.00 FEET THEREOF.

AND

Orange County Property Appraiser's Parcel No. 27-22-27-0000-00-140

THE NORTH 361.5 FEET OF THE EAST 964 FEET OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA.

DONATION AGREEMENT

THIS DONATION AGREEMENT (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between American Orange County Investments 40 LLC, a Florida limited liability company (the “**Owner**”) and Orange County, Florida, a charter county and political subdivision of the State of Florida (“**County**”).

RECITALS

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

Property Appraiser’s Parcel Identification Numbers
27-22-27-0000-00-139 and 27-22-27-0000-00-056
(hereinafter referred to as the “**Property**”)

- B. Owner as a condition of its Corrected Conservation Area Impact Permit No. CAI-19-12-069 as re-issued on April 29, 2022 (“**Permit**”) is required to donate the Property to the County, consisting of approximately 52.98 acres, as further described in the attached legal description, **Exhibit A**, incorporated herein by reference (the “**Property**”). Such legal description may be updated when the Survey (as defined in Section 8 below) is approved.
- C. The conveyance of the Property from Owner to County shall also include: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iii) all of Owner’s rights, titles, and interests in and to any streets, roads, avenues, alleys, or rights-of-way in front of, adjoining, and/or along the boundaries of the Property, whether public or private, whether dedicated or otherwise, and whether before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated; (iv) all of Owner’s rights, titles, and interests in and to any strips, hiatuses, gores, gaps, or boundary adjustment areas adjoining or affecting the Property; (v) all of Owner’s rights, titles, and interests in and to any body of water situated on, under, or adjacent to such Property; (vi) any and all riparian and other water rights relating to such Property; and (vii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting the Property which County approves.
- D. Without limiting the generality of the foregoing, the Property is unimproved as of the Effective Date.

- E. On the terms and conditions set forth herein, Owner wishes to convey to County, and County agrees to accept from Owner, the Property, pursuant to the terms of the conditions of the Permit.

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

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

2. **Agreement.** Owner agrees to convey the Property to County, and County agrees to accept the Property from Owner, pursuant to the terms and conditions set forth in this Agreement. The parties agree that the donation is a condition of the Permit, more specifically paragraph 5 of the Permit.

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

4. **Closing Date and Location.** Unless otherwise agreed in writing between County and Owner, 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 (as defined below) (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 Owner and County as follows:

Cost	Paid by Owner	Paid by County
Recording Fees for Documents of Conveyance	Yes	No
Documentary Stamps	Yes	No
Title Insurance	Yes	No
Closing Agent Fee	Yes	No
Survey	Yes	No
Appraisal Report(s)	No	No
Recording fees for any instruments required by title commitment to clear title	Yes	No

A one-time management fee of \$500 per donated acre (\$26,490) payable to the Orange County Conservation Trust Fund (Account No. 1026-068-1978-5440)	Yes	No
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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 Owner pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem property taxes shall be paid in full by Owner for the year of conveyance. In the event that, as of the Closing Date, there are any outstanding unpaid property taxes for years prior to the year of closing, then Owner shall be responsible for payment of the same, on the entirety of the tax parcels for which County is acquiring interest hereunder, the amount necessary to satisfy such outstanding property taxes shall be deducted from proceeds of sale.

7. **Commitment.** Within a reasonable time, but no later than twenty (20) days following the Effective Date, Owner shall, at Owner's expense, obtain an ALTA title insurance commitment for an Owner's Title Insurance Policy (ALTA commitment July 1, 2021), in an amount as reasonably determined by a cost estimate prepared by County's Real Estate Management Division, with an effective date on or after the Effective Date, together with copies of all instruments referred to in both Schedule A and Schedule B thereof (collectively, the "**Commitment**") issued by a title company licensed to do business in the state of Florida (the "**Title Company**"). The Commitment shall evidence that, upon execution, delivery, and recordation of the Warranty Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, County shall acquire indefeasible fee simple and marketable title to the Property, subject only to the Permitted Exceptions (hereinafter defined).

8. **Survey.** Within thirty (30) days of the Effective Date of this Agreement, Owner shall provide County a current boundary survey of the Property (the "**Survey**"). The Survey shall be certified to County and the Title Company and prepared in accordance with the minimum technical requirements and standards 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 County's and Owner's approval of the Survey, the same shall be and constitute the "Survey" for purposes of this Agreement and the 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 County hereunder. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to County, in its sole discretion, these shall be treated as Objections (hereinafter defined). 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.

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

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

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

10.1 **Title Review.**

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

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

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

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

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

10.2 **Inspection Period.** County shall have **ninety (90) days** after the Effective Date, (the “**Inspection Period**”) to determine whether County is willing to accept title to and acquire the Property from Owner. Owner agrees that during the Inspection Period, County shall

have the right to make such surveys, topographical surveys, soil test borings, and similar examinations as it may desire with respect to the Property, as described in the **Due Diligence Contingency**, attached hereto as **Exhibit C**, which is a material condition of this Agreement and incorporated herein by this reference. County, through its agents, shall have the right to enter upon the Property for the purpose of performing such activities, provided said activities shall not materially damage the Property. If during the Inspection Period County decides, for whatever reason, in County's sole and absolute discretion, not to proceed with the donation of the Property, County may, in County's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Owner prior to the expiration of the Inspection Period.

10.3 **Closing Documents.** Closing is contingent upon delivery from Owner to County, in recordable form, all instruments necessary to convey the Property as referenced in this Agreement, as well as payment for the documentary stamp tax, referenced above. Such documents shall be executed and delivered to the Closing Agent on or before the Closing Date.

11. **Requirements of Closing.**

11.1 **Title Update.** No sooner than **five (5) business days** prior to Closing but not later than **two (2) business days** prior to Closing, Owner shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment to a date on or after the day that is **ten (10) days** prior to Closing. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, Owner must satisfy the same prior to Closing at Owner's sole cost and expense unless said new requirements were caused by an action of County. If the endorsement to the Commitment includes any exceptions in Schedule B, Section II, that are not already Permitted Exceptions, Owner must take all action necessary to delete the same prior to Closing at Owner's sole cost and expense unless: (i) said new exceptions were caused by an action of County; or (ii) County consents in writing to the same as Permitted Exceptions prior to the Closing. Failure to satisfy said new requirements and/or delete said new exceptions shall be a default under this Agreement by Owner.

11.2 **Closing Documents.** The following fully executed documents (collectively the "**Documents of Conveyance**") in the form contemplated herein are required to close the transaction contemplated pursuant to this Agreement:

11.2.1 Warranty Deed.

12. **Miscellaneous Provisions.**

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

As to Owner: American Orange County Investments 40 LLC Attn: Robert Zlatkiss 964 Cypress Dr. Delray Beach, Florida 33483	with a copy to: Shutts & Bowen LLP Attn: Daniel T. O’Keefe, Esq. 300 S. Orange Ave., 16th Floor Orlando, Florida 32801
As to County: Orange County, Florida Real Estate Management Division Attn: Manager 400 E. South St., 5th Floor Orlando, Florida 32801	with a copy to: Orange County, Florida County Attorney’s Office Attn: County Attorney 201 S. Rosalind Ave., 3rd Floor Orlando, Florida 32801

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

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

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

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

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

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

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

Project Name: Lake Roberts Reserve CAI-19-12-069

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

[signatures and exhibits on following pages]

Project Name: Lake Roberts Reserve CAI-19-12-069

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

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

OWNER

American Orange County Investments 40 LLC,
a Florida limited liability company

BY: 

Robert Zlatkiss
Authorized Member

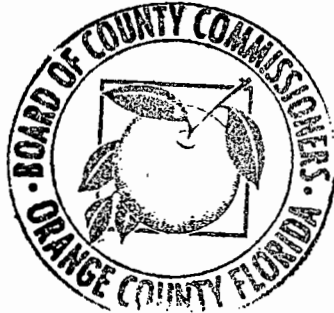
Date: July 20, 2022

Project Name: Lake Roberts Reserve CAI-19-12-069

COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



Jerry L. Demings
Jerry L. Demings
Orange County Mayor

Date: *1 September 2022*

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

BY:

for *Jessica Vaupel*
Deputy Clerk

Jessica Vaupel
Printed Name

Project Name: Lake Roberts Reserve CAI-19-12-069

Exhibit "A"

Parcel ID No. 27-22-27-0000-00-139

The Northeast one-quarter (NE $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 27, Township 22 South, Range 27 East, Orange County, Florida, LESS the North 361.50 feet of the East 964.00 feet thereof.

AND

Parcel ID No. 27-22-27-0000-00-056

The Northwest one-quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 27, Township 22 South, Range 27 East, Orange County, Florida, LESS the West 990 feet of the South $\frac{1}{2}$ of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$.

Exhibit “B”

¶
¶
Project: Lake Roberts Reserve CAI-19-12-069¶

¶
WARRANTY DEED¶

¶
¶
THIS WARRANTY DEED, made as of the date signed below, by [Name of Entity], whose address is [Address], GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.¶

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

¶
SEE ATTACHED SCHEDULE “A” EXHIBIT “A”¶

¶
Property Appraiser’s Parcel Identification Number:¶

¶
a portion of¶

¶
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, 2021.¶
¶
¶

Project Name: Lake Roberts Reserve CAI-19-12-069

¶
Project: Lake Roberts Reserve CAI-19-12-069¶

¶
¶

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

¶
Signed, sealed and delivered → → → → <Name of Entity>¶
in the presence of: → → → → → FORM NOT FOR SIGNATURE¶

¶
¶

____ → → BY: _____¶
Witness¶

¶

____ → → _____¶
Printed Name → → → → → Printed Name¶

¶

____ → → _____¶
Witness → → → → → Title¶

¶

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 _____ as _____ of [Name of Entity], on behalf of the [type of entity]. He/she ☐ is personally known to me or ☐ has produced _____ as identification.¶

¶
FORM NOT FOR SIGNATURE¶

(Notary Seal) → → → → → → → → _____¶
Notary Signature¶

¶

____ → → → → → → → → _____¶
Printed Notary Name¶

¶

____ → → → → → → → → Notary Public in and for¶
____ → → → → → → → → the County and State aforesaid.¶

¶

____ → → → → → → → → My commission expires:¶

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, FL 32802-1393¶

¶

Exhibit “C”

DUE DILIGENCE CONTINGENCY

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

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

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

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

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

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

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

III. Owner will cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants, including any

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

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