



## Interoffice Memorandum

June 22, 2016

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: *fr* Mark V. Massaro, P.E., Director, Public Works Department *fr*

CONTACT PERSON: *fr* Joseph C. Kunkel, P. E., Deputy Director *fr*  
Public Works Department

PHONE NUMBER: (407) 836-7972

SUBJ: **Partial Termination of Developers and Private Improvements Agreements  
Picerne Development Corporation of Florida/Oasis at Crosstown**

The Public Works Department has reviewed a proposed draft of a Partial Termination of Developers Agreement and a proposed draft for a Partial Termination of Developer's Agreement for Private Improvements ("Termination Agreements") both executed by Abdul Musa Ali, Yusef Musa Cortes, and Samuel Musa Cortes of Picerne Development Corporation ("Owner"). The original Developers Agreements ("Agreements") dated December 14, 1990, and April 16, 1991, respectively, were entered into by Land Service Group, Inc. and was recorded in Official Records Book 4289, Page 1115, and Book 4289, Page 1121, respectively, in the Public Records of Orange County, Florida. The Agreements contemplated the construction of certain infrastructure related to the plat for the overall property, described in the Agreements as Sunforest; the plat was recorded in the Public Records at Plat Book 28, Page 48. The required infrastructure was completed within the timeframe set forth in the Agreements.

The Owner holds legal title to the portion of the overall property containing approximately 17.18 acres of land, as described in Exhibit "A" hereto (the "Property").

Due to the intents and purposes of the Agreements having been fulfilled, it is County staff's recommendation for the approval of the aforementioned Termination Agreements.

The Public Works Department and the County Attorney's Office have reviewed the proposed Termination Agreements.

**Action Requested:** **Approval and execution of (1) Partial Termination of Developers Agreement and (2) Partial Termination of Developer's Agreement for Private Improvements, by Orange County, Florida, and Abdul Musa Ali, Yusef Musa Cortes, and Samuel Musa Cortes of Picerne Development Corporation. District 3.**

MVM/JCK/wjn

BCC Mtg. Date: July 11, 2017

Prepared By and Return To:

Christopher P. Roper, Esquire  
AKERMAN LLP  
420 S. Orange Ave., Ste. 1200  
Orlando, Florida 32801

Tax parcel ID No(s): 26-22-30-8418-00-010; and 26-22-30-8418-00-020

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

### **PARTIAL TERMINATION OF DEVELOPERS AGREEMENT**

**THIS PARTIAL TERMINATION OF DEVELOPERS AGREEMENT ("Termination")**, effective as of the latest date of execution (the "Effective Date"), is made and entered into by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393 ("**County**"), and **ABDUL MUSA ALI, YUSEF MUSA CORTES, AND SAMUEL MUSA CORTES**, whose mailing address is 2 Washington St., Apt. 302, Condado Princess, San Juan PR 00907 (collectively, "**Owner**").

### **RECITALS:**

**WHEREAS**, County and Owner's predecessor-in-title, Land Service Group, Inc., entered into that certain Developers Agreement dated December 14, 1990, and recorded in Official Records Book 4289, Page 1115, Public Records of Orange County, Florida (the "**Agreement**"), which contemplated the construction of certain infrastructure related to the plat for the property described in the Agreement (the "**Overall Property**"); and

**WHEREAS**, the plat for the Overall Property, entitled Sunforest, was recorded in the said Public Records at Plat Book 28, Page 48, and the afore-described infrastructure was completed within the timeframe set forth in the Agreement; and

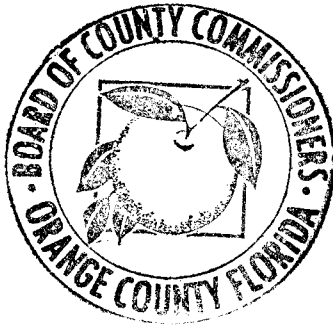
**WHEREAS**, Owner holds legal title to that portion of the Overall Property, containing approximately 17.18 acres of land, as described in Exhibit "A" hereto (the "**Property**"); and

**WHEREAS**, due to the intent and purpose of the Agreement having been fulfilled, Owner has requested and County has agreed to terminate the Agreement as it relates to the Property.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Owner and County hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Termination.** Owner and County hereby terminate the Agreement as to the Property only, and the Agreement is of no further force or effect and shall no longer serve as a burden or benefit against title to the Property. This termination shall apply to the Property only and shall not apply to any other portion of the Overall Property described in the Agreement.

IN WITNESS WHEREOF, Owner and County have executed this Termination as of the dates written below.



**COUNTY**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs

Orange County Mayor

Date: 7.11.17

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

By: *Katie Smith*  
Deputy Clerk


**Katie Smith**

Print name: \_\_\_\_\_

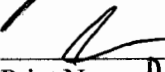
[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Witnesses:

"OWNER"

  
Print Name: Samuel Musa Cortes

Abdul Musa Ali  
Name: Abdul Musa Ali by Samuel Musa Cortes  
as Attorney-in-Fact

  
Print Name: Ricardo Esquilin Rivera

San Juan, P. R.  
\_\_\_\_ OF \_\_\_\_\_ )  
\_\_\_\_ ) ss:  
\_\_\_\_ OF \_\_\_\_\_ )

affidavit # 3323

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by Abdul Musa Ali by Samuel Musa Cortes as Attorney-in-Fact, who is:

☒ personally known to me; or

☐ produced a driver's license issued by the N/A Department of Highway Safety and Motor Vehicles as identification; or

☐ produced the following identification: \_\_\_\_\_

Yolante T Reg Cereus  
NOTARY PUBLIC – Sign on this line

endless  
(Print, Type or Stamp Commissioned Name of Notary Public)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



Witnesses:

"OWNER"

Print Name:

Emilio Rios Vazquez

Name: Yusef Musa Cortes

Print Name:

Ricardo Esquivel Rivera

San Juan

OF

Puerto Rico

) ss:

OF

affidavit # 3317

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by Yusef Musa Cortes, who is:



personally known to me; or



produced a driver's license issued by the W/A Department of Highway Safety and Motor Vehicles as identification; or



produced the following identification: \_\_\_\_\_

Marta Tley Cecaf

NOTARY PUBLIC – Sign on this line

endless

(Print, Type or Stamp Commissioned Name of Notary Public)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



## “OWNER”

Print Name: Enzo Angelo Tuzome

Name: ~~Samuel Musa Cortes~~

Print Name: Ricardo Espinoza Rivera

San Juan, P. R.

Affidavit # 3324

OF \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss:  
 OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 26 day of April, 2017,  
by Samuel Musa Cortes, who is:

☒ personally known to me; or

☐ produced a driver's license issued by the \_\_\_\_\_ Department of Highway Safety and Motor Vehicles as identification; or

☐ produced the following identification: \_\_\_\_\_

Martin T. Ray Cech

NOTARY PUBLIC — Sign on this line

endless

(Print, Type or Stamp Commissioned Name of Notary Public)



**Exhibit "A"**  
**Legal Description**

All of Lot 1, SUNFOREST, as recorded in Plat Book 28, Page 48, of the Public Records of Orange County, Florida, LESS AND EXCEPT the following described property:

Commence at the Northwest Corner of Lot 1, SUNFOREST: Thence North 89°41'34" East, along the North line of said Lot 1, a distance of 295.11 feet to the POINT OF BEGINNING; thence continue North 89°41'34" East, along said North line 210.00 feet to the Point of Curvature of a curve concave Southwest and having a radius of 40.00 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00", a distance of 62.83 feet to the Point of Tangency and the East line of aforesaid Lot 1; thence South 00°18'26" East, along said East line, 260.00 feet; thence South 89°41'34" West, departing said East line 250.00 feet, thence North 00°18'26" West, 300.00 feet to the Point of Beginning.

and

Lot 2, SUNFOREST, according to the plat thereof, as recorded in the Plat Book 28, Page 48, of the Public Records of Orange County, Florida, LESS AND EXCEPT that portion conveyed by Warranty Deed recorded in Official Records Book 9270, 1506, of the Public Records of Orange County, Florida, said LESS AND EXCEPT being described as follows:

Commence at the southwest corner of said Lot 2, SUNFOREST; thence N 89°59'54" E, along the south boundary line of said Lot 2, SUNFOREST, a distance of 276.81 feet, to the POINT OF BEGINNING, thence N 00°11'07" E, leaving said south boundary line of Lot 2, SUNFOREST, a distance of 352.40 feet; thence N 89°10'47" E, a distance of 309.00 feet to a point on the east line of said Lot 2, SUNFOREST and the west right of way line of Goldenrod Road; thence along the east boundary line of said Lot 2 and the west right of way line of Goldenrod Road, S 00°18'26" E, a distance of 190.30 feet; thence leaving the east boundary line of Lot 2, SUNFOREST and the west right of way line of Goldenrod Road and along the northwest right of way of the East West Expressway and the southwesterly boundary line of Lot 2, SUNFOREST, S 45°09'53" W, a distance of 189.37 feet; thence S 64°13'23" W, a distance of 75.89 feet; thence leaving the northwesterly right of way line of the East West Expressway and along the south boundary line of Lot 2, SUNFOREST, S 89°59'54" W, a distance of 108.50 feet to the POINT OF BEGINNING.

All also being described as

A portion of Lots 1 and 2, SUNFOREST, according to the plat thereof, as recorded in Plat Book 28, Page 48, Public Records of Orange County, Florida, being described as follows:

BEGIN at the southwest corner of said Lot 2; thence northerly, along the west line of said Lot 2 and along the westerly line of said Lot 1, the following courses and distances: run N 00°10'26" W, a distance of 1,551.65 feet; thence run N 89°41'34" E, a distance of 40.00 feet; thence run N 00°10'26" W, a distance of 40.00 feet to a point on the north line of said Lot 1; thence run N 89°41'34" E, along said north line, a distance of 295.11 feet to a point on the west line of those lands as described and recorded in Official Records Book 6104, Page 2899, Public Records of Orange County, Florida; thence run S 00°18'26" E, along said west line, a distance of 300.00 feet to a point on the south line of said lands per Official Records Book 6104, Page 2899; thence run N 89°41'34" E, along said south line, a distance of 250.00 feet to a point on the east line of the aforesaid Lot 1; thence run S 00°18'26" E, along the east line of said Lot 1 and along the east line of the aforesaid Lot 2, a distance of 937.97 feet to a point on the north line of those lands as described and recorded in Official Records Book 9270, Page 1506, Public Records of

Orange County, Florida; thence run S 89°10'47" W, along said north line, a distance of 309.00 feet to a point on the west line of said lands per Official Records Book 9270, Page 1506; thence run S 00°11'07" W, along said west line, a distance of 352.40 feet to a point on the south line of the aforesaid Lot 2; thence run S 89°59'54" W, along said south line, a distance of 276.81 feet to the POINT OF BEGINNING.

Containing 17.18 acres, more or less.



BCC Mtg. Date: July 11, 2017

Prepared By and Return To:

Christopher P. Roper, Esquire  
AKERMAN LLP  
420 S. Orange Ave., Ste. 1200  
Orlando, Florida 32801

Tax Parcel ID No(s): 26-22-30-8418-00-010; and 26-22-30-8418-00-020

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**PARTIAL TERMINATION OF DEVELOPER'S AGREEMENT  
FOR PRIVATE IMPROVEMENTS**

**THIS PARTIAL TERMINATION OF DEVELOPER'S AGREEMENT FOR PRIVATE IMPROVEMENTS ("Termination")**, effective as of the latest date of execution (the "Effective Date"), is made and entered into by **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, FL 32802-1393 ("**County**"), and **ABDUL MUSA ALI, YUSEF MUSA CORTES, AND SAMUEL MUSA CORTES**, whose mailing address is 2 Washington St., Apt. 302, Condado Princess, San Juan PR 00907 (collectively, "**Owner**").

**RECITALS:**

**WHEREAS**, County and Owner's predecessor-in-title, Land Service Group, Inc., entered into that certain Developer's Agreement for Private Improvements dated April 16, 1991, and recorded in Official Records Book 4289, Page 1121, Public Records of Orange County, Florida (the "**Agreement**"), for the purpose of, among other things, allocating maintenance responsibility for a private retention pond (the "**Pond**") that serves Lots 1 through 4 as described on the Sunforest Plat defined below (the "**Overall Property**"); and

**WHEREAS**, the Pond includes those areas designated as "Drainage Easement" on Lot 4 of that certain plat entitled Sunforest, recorded in Plat Book 28, Page 48, of the Public Records of Orange County, Florida (the "**Sunforest Plat**"); and

**WHEREAS**, Owner holds legal title to a portion of Lots 1 and 2 as described on the Sunforest Plat, which portion contains approximately 17.18 acres of land and is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "**Property**"); and

**WHEREAS**, subsequent to the effective date of the Agreement, Lot 4 as described on the Sunforest Plat was replatted pursuant to that certain plat entitled Tuscany Pointe Phase II, recorded in Plat Book 28, Page 48, of the Public Records of Orange County, Florida (the "**Tuscany Pointe Plat**"); and

**WHEREAS**, ownership of and maintenance responsibility for the Pond was dedicated to Orange County pursuant to the Tuscany Pointe Plat, subject to Owner's drainage easement rights over the Pond as set forth in the Sunforest Plat; and

**WHEREAS**, due to the passage of time and the intent and purpose of the Agreement having been superseded by the Tuscany Pointe Plat, Owner has requested and County has agreed to terminate the Agreement as it relates to the Property.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Owner and County hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Termination.** Owner and County hereby terminate the Agreement as to the Property only, and the Agreement is of no further force or effect and shall no longer serve as a burden or benefit against title to the Property. This termination shall apply to the Property only and shall not apply to any other portion of the Overall Property described in the Agreement.
3. **Owner's Drainage Easement Over the Pond.** Notwithstanding anything contained in this Termination to the contrary, nothing in this Termination shall affect Owner's drainage easement rights over, in and to the Pond as set forth in Sunforest Plat.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

**WITNESS WHEREOF**, Owner and County have executed this Termination as of the dates written below.

**COUNTY**

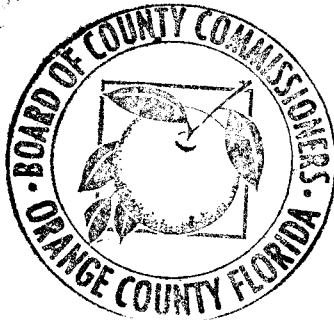
ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Teresa Jacobs*

Teresa Jacobs,  
Orange County Mayor

Date: 7.11.17



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

By: *Katie Smith*  
Deputy Clerk

**Katie Smith**

Print name: \_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Witnesses:

"OWNER"

Print Name:

ERIN RIVERA

Name: Abdul Musa Ali by Samuel Musa Cortes  
as Attorney-in-Fact

Print Name:

Ricardo Esquilin Rivera

San Juan, P.R.

affidavit # 3329

OF

)

) ss:

OF

)

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by Abdul Musa Ali by Samuel Musa Cortes as Attorney-in-Fact, who is:



personally known to me; or



produced a driver's license issued by the \_\_\_\_\_ Department of Highway Safety and Motor Vehicles as identification; or



produced the following identification: \_\_\_\_\_

Marta T. Rey Casag

NOTARY PUBLIC – Sign on this line

endless

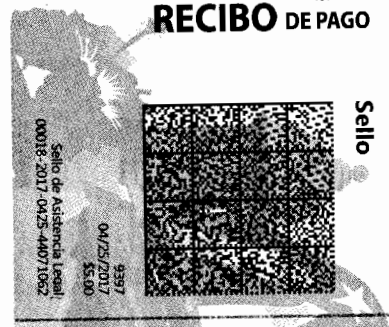
(Print, Type or Stamp Commissioned Name of Notary Public)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

17-B1545997



RECIBO DE PAGO



Witnesses:

"OWNER"

Print Name: ERASMO ROJAS NUNEZ

Name: Yusef Musa Cortes

Print Name: Ricardo Esquivil Rivera

San Juan, P.R  
OF \_\_\_\_\_ )

) ss:

OF \_\_\_\_\_ )

affidavit # 3320

The foregoing instrument was acknowledged before me this 26 day of April, 2017,  
by Yusef Musa Cortes, who is:

☒ personally known to me; or

☐ produced a driver's license issued by the \_\_\_\_\_ Department of  
Highway Safety and Motor Vehicles as identification; or

☐ produced the following identification: \_\_\_\_\_

Monte T Rey Cecup  
NOTARY PUBLIC – Sign on this line

endless  
(Print, Type or Stamp Commissioned Name of Notary  
Public)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



Witnesses:

"OWNER"

Print Name: Enrique Rojas Nazario

Name: Samuel Musa Cortes

Print Name: Ricardo Esquivel Rivera

San Juan, P.R.

Affidavit # 3330

\_\_\_\_ OF \_\_\_\_\_ )  
\_\_\_\_ OF \_\_\_\_\_ ) SS:

The foregoing instrument was acknowledged before me this 26 day of April, 2017,  
by Samuel Musa Cortes, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the \_\_\_\_\_ Department of  
Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: \_\_\_\_\_

Marta T. Rey Casag  
NOTARY PUBLIC – Sign on this line

(Print, Type or Stamp Commissioned Name of Notary  
Public)

40457187v3

6



**Exhibit "A"**  
**Legal Description**

All of Lot 1, SUNFOREST, as recorded in Plat Book 28, Page 48, of the Public Records of Orange County, Florida, LESS AND EXCEPT the following described property:

Commence at the Northwest Corner of Lot 1, SUNFOREST: Thence North 89°41'34" East, along the North line of said Lot 1, a distance of 295.11 feet to the POINT OF BEGINNING; thence continue North 89°41'34" East, along said North line 210.00 feet to the Point of Curvature of a curve concave Southwest and having a radius of 40.00 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00", a distance of 62.83 feet to the Point of Tangency and the East line of aforesaid Lot 1; thence South 00°18'26" East, along said East line, 260.00 feet; thence South 89°41'34" West, departing said East line 250.00 feet, thence North 00°18'26" West, 300.00 feet to the Point of Beginning.

and

Lot 2, SUNFOREST, according to the plat thereof, as recorded in the Plat Book 28, Page 48, of the Public Records of Orange County, Florida, LESS AND EXCEPT that portion conveyed by Warranty Deed recorded in Official Records Book 9270, 1506, of the Public Records of Orange County, Florida, said LESS AND EXCEPT being described as follows:

Commence at the southwest corner of said Lot 2, SUNFOREST; thence N 89°59'54" E, along the south boundary line of said Lot 2, SUNFOREST, a distance of 276.81 feet, to the POINT OF BEGINNING, thence N 00°11'07" E, leaving said south boundary line of Lot 2, SUNFOREST, a distance of 352.40 feet; thence N 89°10'47" E, a distance of 309.00 feet to a point on the east line of said Lot 2, SUNFOREST and the west right of way line of Goldenrod Road; thence along the east boundary line of said Lot 2 and the west right of way line of Goldenrod Road, S 00°18'26" E, a distance of 190.30 feet; thence leaving the east boundary line of Lot 2, SUNFOREST and the west right of way line of Goldenrod Road and along the northwest right of way of the East West Expressway and the southwesterly boundary line of Lot 2, SUNFOREST, S 45°09'53" W, a distance of 189.37 feet; thence S 64°13'23" W, a distance of 75.89 feet; thence leaving the northwesterly right of way line of the East West Expressway and along the south boundary line of Lot 2, SUNFOREST, S 89°59'54" W, a distance of 108.50 feet to the POINT OF BEGINNING.

All also being described as

A portion of Lots 1 and 2, SUNFOREST, according to the plat thereof, as recorded in Plat Book 28, Page 48, Public Records of Orange County, Florida, being described as follows:

BEGIN at the southwest corner of said Lot 2; thence northerly, along the west line of said Lot 2 and along the westerly line of said Lot 1, the following courses and distances: run N 00°10'26" W, a distance of 1,551.65 feet; thence run N 89°41'34" E, a distance of 40.00 feet; thence run N 00°10'26" W, a distance of 40.00 feet to a point on the north line of said Lot 1; thence run N 89°41'34" E, along said north line, a distance of 295.11 feet to a point on the west line of those lands as described and recorded in Official Records Book 6104, Page 2899, Public Records of Orange County, Florida; thence run S 00°18'26" E, along said west line, a distance of 300.00 feet to a point on the south line of said lands per Official Records Book 6104, Page 2899; thence run N 89°41'34" E, along said south line, a distance of 250.00 feet to a point on the east line of the aforesaid Lot 1; thence run S 00°18'26" E, along the east line of said Lot 1 and along the east line of the aforesaid Lot 2, a distance of 937.97 feet to a point on the north line of those lands as described and recorded in Official Records Book 9270, Page 1506, Public Records of

Orange County, Florida; thence run S 89°10'47" W, along said north line, a distance of 309.00 feet to a point on the west line of said lands per Official Records Book 9270, Page 1506; thence run S 00°11'07" W, along said west line, a distance of 352.40 feet to a point on the south line of the aforesaid Lot 2; thence run S 89°59'54" W, along said south line, a distance of 276.81 feet to the POINT OF BEGINNING.

Containing 17.18 acres, more or less.