



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 16

**DATE:** August 3, 2017

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

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

**FROM:** Elizabeth Price Jackson, Senior Title Examiner *EL for BJ*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

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

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF DONATION AGREEMENT BETWEEN DR. PHILLIPS, INC. F/K/A DIVERSIFIED SERVICES, INC. AND ORANGE COUNTY, APPROVAL OF FEE SIMPLE DEED FROM DR. PHILLIPS, INC. F/K/A DIVERSIFIED SERVICES, INC. TO ORANGE COUNTY AND AUTHORIZATION TO DISBURSE FUNDS TO PAY CLOSING COSTS AND TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** Dr. Phillips, Inc. Land Donation  
  
District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of park improvements.

**ITEMS:** Donation Agreement (Parcel 101)  
  
Fee Simple Deed (Instrument 101.1)  
Cost: Donation  
Size: 3.54 acres

**BUDGET:** Account No.: 1265-068-1962-6110

**FUNDS:** \$5,402.50 Payable to First American Title Insurance Company  
(closing costs)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Parks and Recreation Division  
Risk Management Division

**REMARKS:** On May 2, 2000, the Board of County Commissioners approved the purchase of an 80.6 acre site for Dr. P. Phillips Community Park (the "Park"). This parcel lies adjacent to the Park along a portion of the southern boundary. Dr. Phillips, Inc., f/k/a Diversified Services, Inc. ("Grantor") is donating the land for the purpose of expanding youth baseball within the Park.

Pursuant to covenants contained in the Fee Simple Deed, the parcel to be donated must be incorporated into the Park and may only be used as a public park, and County agrees to have no less than 3 baseball fields suitable for Little League play ready, within the Park and/or the parcel to be donated, by January 1, 2019. The parcel shall revert to Grantor upon failure of the covenants set forth in the Fee Simple Deed.

Grantor to pay prorated taxes.



Interoffice Memorandum

February 12, 2018

TO: Katie Smith, Deputy Clerk  
Comptroller Clerk of the BCC

FROM: Elizabeth Price Jackson, Senior Title Examiner *EPJ*  
Real Estate Management Division

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

SUBJECT: August 22, 2017, Administrative Services Department Consent Agenda  
Item 31, Fee Simple Deed

The transaction associated with this item has been cancelled as of January 30, 2018. The County's due diligence inspections of the subject property revealed some challenges that made the County unable to proceed with acquisition of the property and development of same for its intended use.

Please remove the Fee Simple Deed from the list of outstanding items.

c: Anne Kulikowski, Director, Administrative Services Department  
Pamela Baumbach, Administrative Services Department and Divisions

# REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: August 2, 2017

Amount: \$5,402.50

Project: Dr. Phillips, Inc. Land Donation

Parcels: 101

Charge to Account # 1265-068-1962-6110

*M. H. Coons*  
H. Coons 8/3/17

Controlling Agency Approval *M. H. Coons* Date 8/3/17  
Fiscal Approval *M. H. Coons* Date

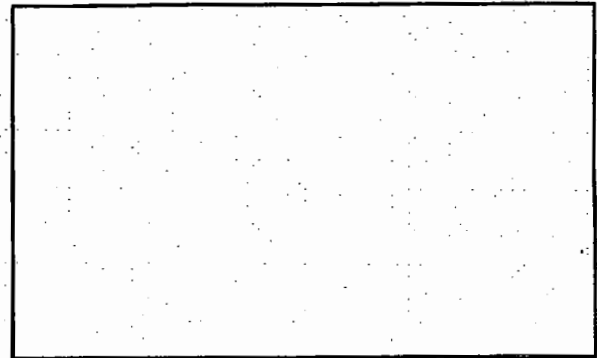
TYPE TRANSACTION (Check appropriate block(s))  
Pre-Condernation Post-Condernation

XX N/A District # 1

Acquisition at Approved Appraisal  
Acquisition at Below Approved Appraisal  
Acquisition at Above Approved Appraisal  
XX Advance Payment Requested (closing costs & recording)

DOCUMENTATION ATTACHED (Check appropriate block(s))

XX Donation Agreement  
Copy of Executed Instruments  
Certificate of Value  
Settlement Analysis



Payable to: First American Title Insurance Company, 2233 Lee Road, Suite 110, Winter Park, FL 32789

CHECKS ARE TO BE PICKED UP BY THE REAL ESTATE MANAGEMENT DIVISION (DO NOT MAIL)

Recommended by *Elizabeth Price Jackson*  
Elizabeth Price Jackson, Senior Title Examiner

8/2/17  
Date

Payment Approved *Paul Sladek*  
Paul Sladek, Manager, Real Estate Management Division

8/3/17  
Date

Under Ordinance Approved by *Manager*  
Manager, Real Estate Management Division

Date

Certified *Craig A. Stopps*  
Approved by BCC Deputy Clerk to the Board

AUG 22 2017  
Date

Examined/Approved *Comptroller*  
Comptroller/Government Grants

Check No. / Date

## REMARKS:

Anticipated Closing Date: Within 120 days of BCC approval

Please Contact Elizabeth Jackson @ X67078 if there are any questions

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 22 2017



## 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:** August 23, 2017

**TO:** Paul Sladek, Manager  
Real Estate Division, BCC

**FROM:** Katie Smith, Deputy Clerk *CAS for KS*  
Comptroller Clerk of the BCC

**SUBJECT:** August 22, 2017, Administrative Services Department Consent Agenda  
Item 31, Fee Simple Deed

The above-referenced document was approved by the BCC on August 22, 2017. The Comptroller Clerk's Office has not received the fee simple deed for distribution, and filing for the record. If this document is not available, notify me in writing as to its status for our records.

Upon forwarding the document to the Comptroller Clerk's Office, attach a transmittal slip or cover memo to the attention of the Deputy Clerk, identifying the document by name, agenda item number, and date of BCC approval. I will process the document and file for the record as soon as it is received.

After 90 days, a pending documents list is routinely forwarded to the County Administrator's Office for review. Please expedite this request so the document can be processed and filed for the record timely. Your assistance in accounting for Board-approved documents is very much appreciated.

ks:cas

dl: Anne Kulikowski, Director, Administrative Services Department, BCC] [email]

Jeffrey J. Newton, County Attorney, BCC [email]

Randy Singh, Assistant County Administrator, BCC [email]

Pamela Baumbach, Administrative Services Department and Divisions, BCC [email]

Ruby Muniz, Executive Assistant, County Administrator's Office, BCC [email]

Pending File

Project: Dr. Phillips, Inc. Land Donation  
Parcel: 101

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
**AUG 22 2017**

## **DONATION AGREEMENT**

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

THIS AGREEMENT made between Dr. Phillips, Inc., a Delaware not-for-profit corporation, successor by merger to Dr. Phillips, Inc., a Florida corporation, formerly known as Diversified Services, Inc., a Florida corporation, whose mailing address is P.O. Box 692709, Orlando, Florida 32869 hereinafter referred to as OWNER, and Orange County, a charter county and political subdivision of the state of Florida, whose mailing address is Post Office Box 1393, Orlando, Florida 32802 hereinafter referred to as COUNTY.

### **WITNESSETH:**

WHEREAS, the COUNTY requires the land described on EXHIBIT "A" attached hereto for the purpose of increasing the size of the Dr. P. Phillips Community Park to accommodate no less than three (3) baseball fields suitable for little league play and OWNER, at the request of the CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as CENTRAL FLORIDA YMCA, agrees to donate such land to COUNTY for such purpose.

### **Property Appraiser's Parcel Identification Number: A portion of 14-24-28-1242-59-010**

The parties hereto agree as follows:

1. OWNER, at the request of the CENTRAL FLORIDA YMCA, will convey said land, referred to as Parcel 101, by deed in the form attached hereto as EXHIBIT "B" (with such modifications as may be mutually agreed upon by COUNTY and OWNER prior to closing) to increase the size of the Dr. P. Phillips Community Park to accommodate no less than three (3) baseball fields suitable for little league play.
2. This transaction shall be closed and the deed delivered on the one hundred twentieth (120<sup>th</sup>) day after the Effective Date of this AGREEMENT. Closing shall take place at the office of the Orange County Real Estate Management Division, 400 E. South Street, Fifth Floor, Orlando, Florida 32801, or at such place as shall be mutually agreed upon by COUNTY and OWNER.
3. Expenses:
  - A. All taxes due must be paid by OWNER prior to closing. Ad valorem taxes shall be prorated as of the date of transfer of title and said prorated amount shall be paid by OWNER to COUNTY, in escrow, 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 taxes shall be paid in full by OWNER for the year of conveyance.
  - B. COUNTY shall pay for recording the deed.
  - C. All costs of title insurance shall be paid by COUNTY.
  - D. All costs of the Survey shall be paid by COUNTY.

- E. All costs of the Environmental Survey (as defined in EXHIBIT "C") shall be paid by COUNTY.
  - F. If the closing is conducted by the Title Company and not by the respective counsel to the parties, COUNTY shall pay all costs of the Title Company to conduct the closing.
4. It is mutually agreed that any of OWNER's personal property not removed from Parcel 101 before closing shall be deemed abandoned and COUNTY, or its contractors, may remove and dispose of said personalty after closing. The OWNER will have no further claim or interest in said personalty after closing without a written agreement between the parties.
  5. This AGREEMENT shall become effective on the date upon which it has been fully executed by the parties and approved by the Orange County Board of County Commissioners (the "Effective Date").
  6. The Due Diligence Contingency, attached hereto as EXHIBIT "C", is a material condition of this AGREEMENT and incorporated herein by this reference
  7. COUNTY shall have ninety (90) days after the Effective Date, (the "Inspection Period") to determine whether COUNTY is willing to accept title to Parcel 101. On or before twenty (20) days following the Effective Date of this AGREEMENT, COUNTY shall, at its sole cost and expense, obtain a current commitment for title insurance (ALTA commitment form, adopted 6/17/2006) from First American Title Insurance Company (the "Title Company") committing to insure COUNTY as the proposed owner of Parcel 101 in the amount of the appraised value of \$920,000 (hereinafter referred to as the "Commitment") upon the recordation of the deed from OWNER to COUNTY. In the event that COUNTY shall determine that any one or more of the exceptions listed as such in the Commitment are unacceptable to COUNTY in its sole discretion; COUNTY shall notify OWNER of that fact in writing on or before fifteen (15) days following COUNTY's receipt of the Commitment. Such written notice shall specify those exceptions listed as such in the Commitment which are objectionable to COUNTY (hereinafter referred to as "Title Defects"), and shall state that COUNTY shall either (a) elect to terminate this AGREEMENT on account thereof, or (b) elect to accept a conveyance notwithstanding the existence of the Title Defects on the date specified in Paragraph 2 hereof. In the event that COUNTY elects to terminate this AGREEMENT, upon giving written notice of that fact to OWNER on or before the expiration of the Inspection Period described herein, this AGREEMENT shall terminate.
  8. During the Inspection Period, COUNTY may, at its sole cost and expense, obtain a current boundary survey of Parcel 101. The survey shall be certified to COUNTY, OWNER, and the Title Company and prepared in accordance with the minimum technical requirements and standards promulgated by the Florida Board of Professional Surveyors 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 Parcel 101 set forth on the Survey shall be utilized in the documents of conveyance and in the owners title insurance policy to be issued to COUNTY. In the event the Survey shows encroachments, easements, boundary overlaps or other matters objectionable to COUNTY, these shall be treated as Title Defects.

Project: Dr. Phillips, Inc. Land Donation  
Parcel: 101

9. COUNTY acknowledges and agrees that the conveyance of Parcel 101 will be subject to the exclusions, conditions, and reverter contained in the form of deed attached hereto as EXHIBIT "B". The conditions set forth in paragraphs 1, 2, and 3 of the form of the deed attached hereto as EXHIBIT "B" are incorporated in this Paragraph 9 by this reference. Further, COUNTY acknowledges and agrees that notwithstanding any provision of the Orange County Code to the contrary, the property described as Parcel "A" and Parcel "B" in EXHIBIT "A" attached hereto may continue to be used for the construction, operation, maintenance, repair, and replacement of a communication tower. Additionally, the County acknowledges and agrees that the conveyance of Parcel 101 to the COUNTY is a permitted and proper lot split and is not an illegal subdivision, provided that any future use of the property described as Parcel "A" and Parcel "B" other than the above-described communication tower use shall be subject to and in conformance with all applicable state and local laws and regulations, including zoning and land use approvals. The provisions of this Paragraph 9 shall survive closing.
10. In the event COUNTY accepts title to Parcel 101, COUNTY agrees to cooperate in good faith with OWNER's requests for written acknowledgement from COUNTY of the value of OWNER's donation, based upon the appraised value of \$920,000. The County Administrator, or its designee, is hereby authorized to execute such written acknowledgement of the donation.
11. COUNTY acknowledges and agrees that OWNER has not made and shall not be deemed to have made any representations or warranties of any kind or nature, oral or written, express or implied, about or concerning Parcel 101, its physical condition, its fitness for any particular purpose or in general, its developability, or any other aspect of the Parcel 101 whatsoever, and that Parcel 101 is being conveyed by OWNER and accepted by COUNTY "AS IS WHERE IS WITH ALL FAULTS".

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 expressly set forth in writing and duly signed.

[Signatures Appear on Following Page]



Project: Dr. Phillips, Inc. Land Donation  
Parcel: 101

The parties hereto have executed this AGREEMENT on the date(s) written below.

OWNER:

DR. PHILLIPS, INC.,  
a Delaware not-for-profit corporation,  
successor by merger to DR. PHILLIPS, INC.,  
a Florida corporation, formerly known as  
DIVERSIFIED SERVICES, INC.,  
a Florida corporation

BY: Kenneth D. Robinson  
Kenneth D. Robinson  
President

DATE: 7/18/17

(Corporate Seal)

COUNTY:

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: Teresa Jacobs  
Teresa Jacobs  
Orange County Mayor

DATE: 8.22.17

ATTEST: Phil Diamond, CPA, as County Comptroller  
and Clerk to the Board of County Commissioners

BY: Katie Smith  
Deputy Clerk  
Katie Smith  
Printed Name



Project: Dr. Phillips, Inc. Land Donation  
Parcel: 101

Exhibit "A"

Legal Description

LOTS 1 THROUGH 9, BLOCK 59, AND THE VACATED RIGHT-OF-WAY ON THE EAST OF SAID BLOCK 59, CENTRAL ORANGE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "O", PAGES 63 THROUGH 65, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT:

PARCEL "A"

A PARCEL OF LAND SITUATED IN THE SOUTHWEST CORNER OF LOT 8, BLOCK 59, CENTRAL ORANGE PARK, AS RECORDED IN PLAT BOOK "O", PAGES 63-65, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 59; THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF LOT 8 (ALSO BEING THE EAST RIGHT-OF-WAY OF CHURCH STREET) 70.00 FEET; THENCE EAST 70.00 FEET; THENCE SOUTH 48.78 FEET TO THE SOUTHERLY LINE OF LOT 8 (ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF COLLEGE AVENUE); THENCE SOUTH 73°08'00" WEST ALONG SAID LOT LINE AND RIGHT-OF-WAY LINE 73.15 FEET TO THE POINT OF BEGINNING.

AND

PARCEL "B"

A PARCEL OF LAND SITUATED IN THE SOUTHWEST CORNER OF LOT 8, BLOCK 59, CENTRAL ORANGE PARK, AS RECORDED IN PLAT BOOK "O", PAGES 63-65, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 59, AND RUN THENCE NORTH ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID WEST LINE 10.00 FEET; THENCE EAST 70.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 70.00 FEET TO THE POINT OF BEGINNING.

Project: Dr. Phillips, Inc. Land Donation  
Parcel: 101

Exhibit "B"

(insert form of deed from Dr. Phillips to Orange County)

Prepared By and Return To:

Troy Finnegan, Esq.  
General Counsel  
Dr. Phillips, Inc.  
7400 Dr. Phillips Blvd.  
Orlando, Florida 32819

Project: Dr. Phillips, Inc. Land Donation  
Instrument: 101.1

NOTE: THIS CONVEYANCE IS EXEMPT FROM DOCUMENTARY STAMP TAXES PURSUANT TO RULE 12B-4.014(2)(a), FLORIDA ADMINISTRATIVE CODE. THE CONVEYANCE IS OF UNENCUMBERED REALTY AS A GIFT.

**FEE SIMPLE DEED**

THIS INDENTURE, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2017, by DR. PHILLIPS, INC., a Delaware not-for-profit corporation, successor by merger to DR. PHILLIPS, INC., a Florida corporation, formerly known as DIVERSIFIED SERVICES, INC., a Florida corporation ("Grantor"), whose mailing address is P.O. Box 692709, Orlando, Florida 32869, to ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("Grantee"), whose mailing address is Post Office Box 1393, Orlando, Florida 32802.

**WITNESSETH:**

THAT Grantor, as a gift for no consideration, and at the request of the CENTRAL FLORIDA YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida not-for-profit corporation, hereby grants, aliens, remises, releases, conveys and confirms unto Grantee certain real property located in Orange County, Florida ("Property") which is more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Parcel Identification Number: A portion of 14-24-28-1242-59-010

SPECIFICALLY EXCLUDING any and all rights and reservations of Grantor under the Special Warranty Deed recorded June 9, 2000, in Official Records Book 6021, Page 144, Public Records of Orange County, Florida (the "Original Park Deed").

SUBJECT TO real estate taxes for the year 2017 and all subsequent years; easements, reservations, agreements, restrictions, and other matters of record; and applicable zoning regulations and ordinances.

FURTHER, THIS CONVEYANCE IS SUBJECT TO AND THIS DEED is made and accepted on the following conditions:

1. The Property must be incorporated by Grantee into the Dr. P. Phillips Community Park and must be used solely and perpetually as a public park in accordance with the covenants, conditions, and restrictions set forth in the Original Park Deed, which covenants, conditions, and restrictions are hereby incorporated into this deed by reference and are hereby imposed on the Property provided, however, that such restrictions are imposed on the Property in perpetuity, as opposed to the 30-year period provided in the Original Park Deed; and

2. Commencing on January 1, 2019 no less than three (3) baseball fields suitable for little league play must be perpetually maintained and operated by Grantee on either the Property or the property conveyed to Grantee by the Original Park Deed; and

3. In the event that Fenton Street or Church Street or both are vacated such that Grantor's remaining adjacent property at the Southwest corner of the Property described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Remaining Property") no longer has stabilized legal access not narrower than thirty feet (30') to Apopka-Vineland Road reasonably sufficient to accommodate the weight of a crane and other heavy equipment regularly used in the construction, operation, and maintenance of a communications tower (collectively, "Heavy Equipment"), Grantee must simultaneously with such vacation provide Grantor, for the benefit of the Remaining Property, at no cost or expense, alternative stabilized legal access from the Remaining Property to Apopka-Vineland Road not narrower than thirty feet (30') reasonably sufficient to accommodate the weight of Heavy Equipment, which legal access must be of record in the Public Records of Orange County, Florida and may be granted by an easement (an "Access Easement") through the Property, through the property conveyed to Grantee by the Original Park Deed, through the vacated rights-of-way of Fenton Street and/or Church Street, or by other publicly dedicated rights-of-way, or by any combination of the foregoing. Upon recordation of the Access Easement, Grantor will be deemed to have released, without necessity of Grantor or Grantee executing or recording any further instruments in the Public Records, the ingress, egress, and access easement over the south sixty feet (60') of the property conveyed to Grantee by the Original Park Deed, reserved in favor of Grantor by the Original Park Deed, and such reserved ingress, egress, and access easement shall be terminated in its entirety and shall be of no further force or effect.

In the event foregoing conditions 2. or 3. are violated, then the Property shall revert to Grantor, its successors and assigns; and Grantee, its successors and assigns, shall forfeit all rights thereto. The conveyance of the Property to Grantee, as a governmental organization, is intended to be consistent with the provisions of Section 689.18(5), *Florida Statutes* (2016), so as to be excepted from the provisions of Section 689.18, *Florida Statutes* (2016).

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, in as full and ample manner as the same was possessed and enjoyed by Grantor, but without warranty expressed or implied on the part of Grantor.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this Fee Simple Deed as of the day and year set forth above.

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

DR. PHILLIPS, INC.,  
a Delaware not-for-profit corporation,  
successor by merger to DR. PHILLIPS, INC.,  
a Florida corporation, formerly known as  
DIVERSIFIED SERVICES, INC.,  
a Florida corporation

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Kenneth D. Robinson, President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Kenneth D. Robinson, as President of DR. PHILLIPS, INC., a Delaware not-for-profit corporation, successor by merger to DR. PHILLIPS, INC., a Florida corporation, formerly known as DIVERSIFIED SERVICES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name:\_\_\_\_\_  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

EXHIBIT "A"

Legal Description

LOTS 1 THROUGH 9, BLOCK 59, AND THE VACATED RIGHT-OF-WAY ON THE EAST OF SAID BLOCK 59, CENTRAL ORANGE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "O", PAGES 63 THROUGH 65, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

LESS AND EXCEPT:

PARCEL "A"

A PARCEL OF LAND SITUATED IN THE SOUTHWEST CORNER OF LOT 8, BLOCK 59, CENTRAL ORANGE PARK, AS RECORDED IN PLAT BOOK "O", PAGES 63-65, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 59; THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF LOT 8 (ALSO BEING THE EAST RIGHT-OF-WAY OF CHURCH STREET) 70.00 FEET; THENCE EAST 70.00 FEET; THENCE SOUTH 48.78 FEET TO THE SOUTHERLY LINE OF LOT 8 (ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF COLLEGE AVENUE); THENCE SOUTH 73°08'00" WEST ALONG SAID LOT LINE AND RIGHT-OF-WAY LINE 73.15 FEET TO THE POINT OF BEGINNING.

AND

PARCEL "B"

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COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 8, BLOCK 59, AND RUN THENCE NORTH ALONG THE WEST LINE OF SAID LOT 8, A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID WEST LINE 10.00 FEET; THENCE EAST 70.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 70.00 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"

Remaining Property

PARCEL "A"

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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 forty-five (45) days from contract Effective Date. Such Environmental Survey may include, but not be limited to, the following (all of which shall hereinafter be collectively referred to as the "Environmental Exceptions").

- (i) contamination of the "Property" (which term shall hereinafter be deemed to include any buildings or structures located thereon) by hazardous materials;
- (ii) apparent violation of environmental requirements upon or associated with activities upon the Property;
- (iii) the presence of any endangered or threatened species or plant life on the Property;
- (iv) whether the Property has any historical or archeological significance; and
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property

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. A Phase II environmental audit may be conducted on the property in accordance with ASTM 1903-11, or most current regulations. Such Phase II audit may be used to evaluate the presence or likely presence of substances including but not limited to those within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (e.g., hazardous substances), pollutants, contaminants, petroleum and petroleum products, and controlled substances and constituents thereof. A Phase II investigation may include but not be limited to field screening and environmental media sampling with laboratory analyses. Environmental media

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sampling may include soil and groundwater sampling via hand auger, direct push, or traditional drilling methods; surface water sampling; and ground penetrating radar.