



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** August 11, 2017

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

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

**FROM:** Virginia G. Williams, Senior Title Examiner *VGW*  
Real Estate Management Division

**CONTACT  
PERSON:** Paul Sladek, Manager

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

**ACTION  
REQUESTED:** APPROVAL AND EXECUTION OF AGREEMENT FOR SALE AND  
PURCHASE BETWEEN HIGHLAND LAKES PROPERTY LLC AND  
ORANGE COUNTY, APPROVAL OF SPECIAL WARRANTY DEED  
FROM HIGHLAND LAKES PROPERTY LLC TO ORANGE  
COUNTY, DELEGATION OF AUTHORITY TO THE REAL ESTATE  
MANAGEMENT DIVISION MANAGER OR HIS DESIGNEE TO  
EXTEND, TERMINATE AND PROVIDE NOTICES UNDER THE  
AGREEMENT AND AUTHORIZATION TO DISBURSE FUNDS TO  
PAY PURCHASE PRICE AND CLOSING COSTS AND PERFORM  
ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** Cultural Center - Pine Hills (Invest)  
  
District 6

**PURPOSE:** To provide for access, construction, operation, and maintenance of a  
cultural/community center.

**ITEMS:** Agreement for Sale and Purchase

Special Warranty Deed  
Cost: \$2,500,000.00  
Size: 6.012 acres

**BUDGET:** Account No.: 1023-021-0336-6110

**FUNDS:** \$2,509,500.00 Payable to First American Title Insurance Company  
(purchase price and closing costs)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Family Services Department  
Risk Management Division

**REMARKS:** The property is located on the northwest corner of the intersection of Hiawasse Road and S.R. 50 in the Highland Lakes Center, and is proposed for acquisition by the County as an INVEST cultural/community center. Orange County has initiated the process for obtaining appraisals to confirm the acceptability of the purchase price. Closing is contingent on the seller, at seller's expense, obtaining a lot split of the Highland Lakes Center to cause the subject property to be a legal parcel.

Grantor to pay recording fees, documentary stamp tax and property taxes.

# REQUEST FOR FUNDS FOR LAND ACQUISITION

XX Under BCC Approval

Under Ordinance Approval

Date: August 8, 2017

Amount: \$2,509,500.00

Project: Cultural Center – Pine Hills (Invest)

Parcel: N/A

Charge to Account: 1023-021-0336-6110

Approval:

Approval:

TYPE TRANSACTION (Check appropriate block{s})

Pre-Condensation

Post-Condensation

XX N/A

District # 6

- XX Acquisition at Approved Appraisal
- Acquisition at Below Approved Appraisal
- Acquisition at Above Approved Appraisal
- Advance Payment Requested (recording fees)

Name: First American Title Insurance Company  
\$2,500,000.00 Purchase Price  
\$ 9,500.00 Closing costs  
**\$2,509,500.00 Total**

DOCUMENTATION ATTACHED (Check appropriate block{s})

- XX Contract/Agreement
- Copy of (Executed) Instruments
- Certificate of Value
- Settlement Analysis

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

\*\*\*\*\* THIS WILL BE A WIRE TRANSFER. \*\*\*\*\*

Recommended by Virginia G. Williams  
Virginia G. Williams, Senior Title Examiner

August 9, 2017  
Date

Payment Approved Paul Sladek  
Paul Sladek, Manager

August 9, 2017  
Date

Under Ordinance  
Approved by Manager, Real Estate Management Division

Date

Certified Jennifer Lora-Klimetz  
Approved by BCC for Deputy Clerk to the Board

AUG 29 2017  
Date

Examined/Approved Comptroller/Government Grants

Check No. / Date

REMARKS: This will be a wire transfer. Wire instructions will be provided in advance of closing. Closing date to be determined.

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS  
AUG 29 2017

AUG 29 2017

Project: Cultural Center – Pine Hills (Invest)

### AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT FOR SALE AND PURCHASE (this “**Agreement**”) is made and entered into as the Effective Date (hereinafter defined) by and between HIGHLAND LAKES PROPERTY LLC, a Florida limited liability company, (“**Seller**”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“**Purchaser**”).

### **RECITALS**

A. Seller is the sole owner in fee simple owner of that certain real property located at 7305 West Colonial Drive, Orlando, Florida, 32818 in unincorporated Orange County, Florida, containing approximately 45.66 acres, bearing Orange County Property Appraiser’s Parcel Identification Numbers 23-22-28-3581-00-010 and 23-22-28-3581-00-011 and more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “**Parent Parcel**”).

B. Seller, on the terms and conditions set forth herein, wishes to sell to Purchaser that portion of the Parent Parcel described on Exhibit “B” attached hereto and incorporated herein by this reference (the “**Property**”).

C. The conveyance of the Property from Seller to Purchaser shall include: (i) all tenements, hereditaments, and appurtenances relating thereto or associated with such Property; (ii) all improvements, buildings, and fixtures, if any, situated on such Property; (iii) all permits, approvals, authorizations, entitlements, and licenses relating to or affecting any such Property which Purchaser approves; (iv) all rights, titles, and interests of Seller in any street, road, alley, or avenue adjoining such Property to the center line thereof; (v) all of Seller’s rights, titles, and interests in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such Property; and (vi) all riparian and other water rights relating to such Property and all rights, titles or interests of Seller in any body of water situated on, under, or adjacent to such Property.

**NOW, THEREFORE**, in consideration of the Purchase Price (hereinafter defined), the mutual covenants set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
2. Agreement. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, for the Purchase Price and on the terms and conditions set forth in this Agreement.
3. Effective Date. The effective date of this Agreement (the “**Effective Date**”) shall be latest of: (i) the date this Agreement is executed by Seller; (ii) the date this Agreement is executed by Purchaser; and (iii) the date this Agreement is approved by the Orange County Board of County Commissioners.

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4. Purchase Price. Subject to such credits, adjustments, and prorations, if any, for which provisions are hereinafter made, the total purchase price to be paid by Purchaser to Seller for the Property shall be Two Million Five Hundred Thousand and No/100 U.S. Dollars (\$2,500,000.00) (the “**Purchase Price**”).

5. Title and Survey.

5.1 Within thirty (30) days after the Effective Date, Purchaser shall, at Purchaser’s expense, obtain an ALTA title insurance commitment for an Owner’s Title Insurance Policy (Form 2006), in the amount of the Purchase Price, 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 First American Title Insurance Company 2233 Lee Road, Suite 101, Winter Park, Florida, 32789 (the “**Title Company**”). The Commitment shall evidence that, upon execution, delivery, and recordation of the Deed (hereinafter defined), and the satisfaction of all requirements specified in Schedule B, Section I, of the Commitment, Purchaser shall acquire indefeasible fee simple and marketable title to the Property, subject only to the Permitted Exceptions (hereinafter defined).

5.2 Within thirty (30) days after the Effective Date, Purchaser shall, at Purchaser’s expense, obtain and deliver to Seller a boundary survey of the Property (the “**Survey**”), prepared by a licensed Florida registered land surveyor 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, including a metes and bounds legal description of the Property. The Survey shall be in the form required by the Title Company to delete the standard survey exception in the Commitment and shall show all improvements, setbacks, easements, encroachments, or overlaps on the Property and all matters affecting title which are capable of being shown on the Survey and are set forth on Schedule B, Section II, of the Commitment. The Survey shall, at a minimum, be certified to the following parties: Purchaser, Seller, and the Title Company. At Purchaser’s election, Seller agrees to utilize the metes and bounds legal description created by the Survey when conveying the Property pursuant to the Deed at the Closing (hereinafter defined).

5.3 Within sixty (60) days after the Effective Date (the “**Objection Period**”), Purchaser shall deliver to Seller written notice of any title or survey matters which are not acceptable to Purchaser in its sole and absolute discretion (the “**Objections**”). If Purchaser raises any Objections, then Seller shall, within fifteen (15) days after receipt of Purchaser’s Objections, (the “**Response Period**”) notify Purchaser in writing as to whether or not Seller, at Seller’s expense, agrees to cure any of the Objections and, if so, which Objections Seller agrees to cure. If Seller does not provide Purchaser with a written response to the Objections on or before the expiration of the Response Period, it shall be presumed that Seller is unwilling to attempt to cure any of the Objections. If Seller agrees to cure any of the Objections, then Seller, at Seller’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 Seller completes the cure of any Objection, Seller shall notify Purchaser in writing of the same; if Seller does not notify Purchaser on or before expiration of the Cure Period that Seller has cured a particular

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Objection that Seller has agreed to cure, it shall be presumed Seller has been unable to do so. If, after the exercise of reasonable and diligent efforts, Seller has been unable (or deemed to be unable) to cure any Objection (that Seller has agreed to cure) within the Cure Period, then Purchaser shall elect, by written notice to Seller delivered at or prior to Closing, to either: (i) terminate this Agreement; or (ii) waive such uncured Objections and accept title and survey as it then is without setoff or reduction in the Purchase Price. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 5.3.

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

5.5 Not later than five (5) business days prior to Closing, Purchaser shall cause the Title Company to endorse the Commitment to update the effective date of the Commitment. If the endorsement to the Commitment includes any additional requirements in Schedule B, Section I, Seller must satisfy the same prior to Closing at Seller’s sole cost and expense unless said new requirements were caused by an action of Purchaser. If the endorsement to the Commitment includes any exceptions in Schedule B, Section II, that are not already Permitted Exceptions, Seller must take all action necessary to delete the same prior to Closing at Seller’s sole cost and expense unless: (i) said new exceptions were caused by an action of Purchaser; or (ii) Purchaser 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 Seller.

5.6 In the event that Purchaser terminates this Agreement under any right of termination granted by this Section 5, the parties hereto shall thereafter be relieved of all rights and obligations hereunder, except for those rights and obligations which expressly survive the termination of this Agreement.

## 6. Inspection Period.

6.1 Purchaser shall have ninety (90) days from the Effective Date (the “**Inspection Period**”) within which to investigate the physical, legal, and economic feasibility of acquiring, owning, improving, developing, using, occupying, operating, and maintaining the Property for Purchaser’s intended uses including, without limitation, investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, laws, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, concurrency, moratoriums, entitlements, and any other factors whatsoever considered appropriate by Purchaser, in its sole and absolute discretion, to determine overall project feasibility. For the purposes of conducting this investigation, Purchaser shall have the right, both during the Inspection Period, and at all other times that this Agreement is in effect, to personally or through its agents, employees, and

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independent contractors, to enter upon the Property (including any buildings, structures, or other improvements located thereon) for the purposes of inspecting the Property (including any buildings, structures, or other improvements located thereon), making additional surveys, soil tests, environmental tests, test borings, topographical studies, and conducting such other investigations of the Property (including any buildings, structures, or other improvements located thereon), which Purchaser deems appropriate, in Purchaser's sole and absolute discretion. Notwithstanding the foregoing, prior to any entry upon the Property pursuant to this Section 6.1, Purchaser shall provide Seller with reasonable prior notice of any intended entry so that Seller, at Seller's election, may have a representative present during any time that Purchaser has entered upon the Property; notwithstanding the notice provisions of Section 12 below, the "prior notice" required by this Section 6.1 need not be in writing, may be provided by Purchaser to Seller's representative, Drew Forness, at Phone: (407) 403-5846 or Email: [drew@fornessproperties.com](mailto:drew@fornessproperties.com), and shall be considered "reasonable prior notice" if it is provided not less than 24 hours prior to Purchaser's intended entry. Purchaser shall also have the right to meet and consult with Seller's consultants with information relative to the Property, or development matters related thereto, for the sole purpose of Purchaser's proposed acquisition and development of the Property. Purchaser shall be solely responsible for all costs and fees of Purchaser's consultants.

6.2 The Due Diligence Contingency, set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference, is a material condition of this Agreement and is incorporated herein by this reference.

6.3 In the event Purchaser determines, in its sole and absolute discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible for Purchaser to acquire the Property – or that Purchaser is not satisfied with any other matter (including without limitation those other matters set forth in this Section 6 above or any other matter(s) which Purchaser deems relevant) – then, in such event, Purchaser may, in Purchaser's sole and absolute discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 6.3.

6.4 Seller agrees to deliver to Purchaser within five (5) business days after the Effective Date a copy of each of the following to the extent such is within Seller's possession or control, all of which shall be delivered without any assignment or warranty and considered the **"Seller's Documents"**:

6.4.1 Any environmental, wetlands, and/or endangered species reports structural, mechanical, foundation, and/or roof reports, or studies, technical data, utility capacity information, soils reports, drainage reports, traffic reports and studies, surveys, maps (including flood plain maps), and/or hydrological reports, related to all or any part of the Parent Parcel, including without limitation the Environmental Report (hereinafter defined);

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6.4.2 Final and/or draft subdivision, site, master drainage, infrastructure, engineering, construction, building, landscape, and architectural plans approved, or proposed to be approved, by government agencies for all or any part of the Parent Parcel (including without limitation for any buildings, structures, or other improvements located on the Property);

6.4.3 Resolutions, development orders, development agreements, planned development (PD) approvals and/or ordinances, preliminary subdivision plans/development plans, plats, permits, vested rights certificates, and any of the same that have been submitted to government agencies for approval which approval are currently pending for all or any part of the Parent Parcel;

6.4.4 Proof of entitlements and concurrency for the Property;

6.4.5 Notices from government agencies affecting all or any part of the Parent Parcel;

6.4.6 All title policies and title instruments pertaining to all or any part of the Parent Parcel; and

6.4.7 Any other similar due diligence documents, studies, notices, analysis, or information pertaining to the Property in Seller's possession or under Seller's control.

6.5 After the Effective Date (and until this Agreement is terminated, if ever), Seller shall not change or cause the physical condition of the Property to change relative to its condition on the Effective Date, absent the prior written consent of Purchaser to any such change.

6.6 Purchaser and Seller acknowledge that, as of the Effective Date, the Property is not a separate parcel of real property (independent of the remainder of the Parent Parcel) that may be legally conveyed to Purchaser as contemplated by this Agreement and thereafter owned, improved, developed, used, occupied, operated, and maintained by Purchaser for Purchaser's intended uses in accordance with all applicable laws, rules, and regulations of all governmental authorities. As such, Seller hereby agrees that Seller, in accordance with the following provisions of this Section 6.6, shall: (i) submit an Application for Subdivision Determination (an "**Application**") to the Zoning Division of Orange County, Florida government (the "**Division**") for, and thereafter diligently pursue, a lot split (the "**Lot Split**") to cause the Parent Parcel to be legally divided and/or subdivided into at least two (2) legal parcels, with one such resulting legal parcel being the Property and the other such resulting legal parcel being the remainder of the Parent Parcel less and except the Property (the "**Remainder Parcel**"); and (ii) do or cause to be done all such other things which are reasonably required to effectuate the intentions of this paragraph, to obtain approval of the Lot Split, and/or to cause the Property to be a separate legal parcel as of the Closing Date.

6.6.1 By no later than ten (10) business days after the Effective Date, Seller shall submit to the Division an Application, complete with all forms, exhibits, attachments, submittals, requests, plans, surveys, reports, documents, and other materials



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required by the Division to begin the process of reviewing and processing the Application.

6.6.2 Seller shall keep Purchaser informed on a regular basis after the Effective Date with respect to its diligent efforts, and the status of such efforts, to apply for and obtain approval of the Lot Split. Without limiting the foregoing:

(a) Seller shall provide to Purchaser copies of the Application, and all materials submitted to the Division in support of the Application (both initially with the Application and/or in response to follow-up requests from the Division) no later than three (3) business days after submission of the same to the Division.

(b) Seller shall provide Purchaser with reasonable prior written notice of any meetings with government staff or public hearings with respect to the Lot Split, so that Purchaser may attend and be kept informed as to the status of the Lot Split.

6.6.3 Seller shall be responsible for paying all fees, costs, and expenses incurred by it to obtain approval of the Lot Split.

6.7 Prior to Closing, Purchaser, in Purchaser's sole and absolute discretion, but at Purchaser's sole cost and expense, may deem it advisable to pursue or obtain certain permits, approvals, licenses, authorizations, and/or development entitlements of/from any governmental authority that will be required for Purchaser to own, improve, develop, use, occupy, operate, and/or maintain the Property for Purchaser's intended uses. In such event, Seller shall cooperate with Purchaser in Purchaser's efforts. In furtherance and not in limitation thereof, where reasonably required by the governmental authority(ies) and/or reasonably requested by Purchaser, Seller shall, at no expense to Seller, execute any agreements, documents, instruments, applications, approvals, authorizations, or submissions requiring the consent or joinder of the record owner of any part of the Property so long as such do not encumber, become binding or affect the Property until Closing.

## 7. Closing.

7.1 Unless otherwise agreed in writing between Purchaser and Seller, 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 the Closing shall be received by the Title Company (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).

### 7.2 At Closing:

7.2.1 Purchaser shall pay to Seller the Purchase Price, subject to the adjustments and prorations herein provided.

7.2.2 Seller shall execute and deliver to Purchaser a special warranty deed (a "**Deed**") conveying, in accordance with all applicable laws and ordinances, indefeasible

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title to the Property free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever except for the Permitted Exceptions. The Seller shall also quit-claim, without warranty, all of Seller's right, title and interest in and to: (i) all tenements, hereditaments, and appurtenances belonging or in anywise appertaining to the Property; (ii) any land lying in the bed of any dedicated street, alley, road, or avenue (before or after vacation thereof and whether previously abandoned or vacated or hereafter abandoned or vacated) in front of or adjoining the Property to the center line thereof; (iii) all improvements, buildings, and fixtures, if any, situated in, over, under, on, upon, through, or across the Property; (iv) any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting the Property; and (v) all riparian and other water rights relating to the Property and all rights, titles, and interests of Seller in any body of water situated on, under, or adjacent to the Property.

7.2.3 Seller shall execute and deliver to Purchaser an Assignment of Intangible Property and Development Rights and Entitlements (the "**Assignment**") pursuant to which Seller shall transfer, assign, and convey to Purchaser without warranty or representation and (to the extent Seller may transfer, assign and convey) and Purchaser shall accept, all for no additional consideration, all of Seller's rights, titles, and interests in and to: (i) all permits, approvals, authorization, licenses, and development entitlements, including without limitation all concurrency and capacity reservations, rights, and credits and all other transferrable development rights issued to or for the benefit of the Property (including without limitation development approvals, if any, obtained by Purchaser); and (ii) all subdivision, site, master drainage, infrastructure, engineering, and construction plans to the extent applicable to the Property, whether or not approved by governmental agencies.

7.2.4 Seller shall also execute and deliver, in such form agreed to by Purchaser and Seller:

- (a) a closing statement;
- (b) the Declaration (hereinafter defined);
- (c) an affidavit and/or such other instruments as shall be reasonably required for Seller to comply with Section 286.23, Florida Statutes, pertaining to disclosure of beneficial ownership;
- (d) an owner's affidavit in the form reasonably required by the Title Company to delete the standard exceptions on an owner's title policy;
- (e) a non-foreign person affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code; and
- (f) copies of such documents, resolutions, and other instruments as may be reasonably required by the Title Company, in form acceptable to the Title Company, Purchaser, and Seller, to evidence the authority of the person signing the Deed and other documents to convey the Property to Purchaser in accordance with this Agreement.

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7.2.5 All taxes to the Closing Date shall be paid by Seller at Closing 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 by Seller for the year of conveyance. In the event the Property is not a separately identified tax parcel by the time of Closing, Seller shall obtain a tax cut-out of the Property from the Orange County Tax Collector.

7.2.6 Seller shall pay all pending, certified, confirmed, and ratified charges or assessments against the Property existing as of the day before the Closing Date.

7.2.7 Seller shall pay for the cost of recording the Deed, state documentary stamp tax on the Deed, the costs of recording of any corrective instruments necessary to cure any Objections, and the costs of recording the Declaration or any other instruments to be recorded in connection with this Agreement and/or the Closing.

7.2.8 Purchaser shall pay for the Commitment, the Survey, the Appraisal (hereinafter defined) and the title insurance premium for the owner's policy for the Property (and any endorsements thereto).

7.2.9 Each party shall bear its own attorney's fees and expenses in connection with Closing.

7.2.10 Seller and Purchaser shall each execute and deliver such other documents and instruments as are helpful or reasonably necessary to evidence or effectuate the transactions contemplated hereby.

7.3 Possession of the Property shall be delivered to Purchaser at Closing.

## 8. Contingencies.

8.1 The Closing is contingent upon and subject to those matters specifically set forth hereinafter in this Section 8.1 (the "**Contingencies**"):

8.1.1 Purchaser, at Purchaser's expense, shall have received an appraisal of the Property, (the "**Appraisal**") prepared by an MAI appraiser selected by Purchaser, that supports the Purchase Price.

8.1.2 Seller shall have received approval of the Lot Split.

8.2 In the event this Agreement terminates pursuant to this Section 8 due to a failure of any Contingency, the parties shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement.

8.3 As used in this Section 8, "approval" or "approved" shall mean: (i) final approval by the applicable governmental authority(ies); (ii) such matter being approved containing no terms, conditions, or provisions that are unsatisfactory or objectionable to

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Purchaser in its reasonable discretion; and (iii) the expiration of all appeal periods for the same, if any, without an appeal being filed.

9. Seller's Representations and Warranties.

9.1 Seller hereby represents and warrants to Purchaser that each of the following are true and correct as of the Effective Date, and that each of the following shall be true and correct as of the Closing Date as if such representations and warranties were made again on the Closing Date:

9.1.1 This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

9.1.2 The execution and delivery of all instruments and documents required hereunder to be obtained or authorized by Seller in order to consummate this transaction have been or will be obtained and authorized as so required.

9.1.3 To Seller's actual knowledge, there are no actions, suits, claims, demands, or proceedings of any kind or nature, legal or equitable, affecting the Property or any portion thereof, and that to Seller's actual knowledge there are no liens, special assessments, easements, reservations, restrictions, covenants, or encumbrances other than matters of public record affecting the Property.

9.1.4 There are no other persons or entities known to Seller who have any rights to acquire the Property or have any rights or claims therein or thereto or for any portion thereof except as may appear of public record.

9.1.5 Except for a first mortgage which shall be released at Closing, the Property is not any type of security or collateral for any obligation.

9.1.6 The Property is not subject to any recorded or unrecorded licenses, leases, or other occupancy agreements of any kind or nature.

9.1.7 To Seller's actual knowledge, there are no outstanding state or federal tax liens, claims, or demands against Seller which constitute or will constitute a lien against the Property or any portion thereof.

9.1.8 After the Effective Date, Seller shall not convey, transfer, or encumber the Property, take any action to cause the Property to be conveyed, transferred, or encumbered, or grant any interest in the Property to any person or entity other than to Purchaser or as contemplated in this Agreement.

9.1.9 Seller will notify Purchaser promptly of any occurrence, notification, or variation in the representations or warranties contained herein.

9.1.10 Seller has received no written notification and, to Seller's actual knowledge, has received no other notification from any individual, corporation, governmental

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agency, bureau, or authority which pertains to or concerns a violation or suspected violation of any environmental or ecological law or regulation relating to the Parent Parcel.

9.1.11 Except as otherwise disclosed in the Seller's Documents, to Seller's actual knowledge based solely upon the Environmental Report, there presently does not exist and there has never existed on, above, or under the Parent Parcel any Hazardous Material, and that, to Seller's actual knowledge, neither Seller, nor any other person, has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of, on, under, or at the Parent Parcel or any part thereof. To Seller's actual knowledge, no part of the Parent Parcel has ever been used as a manufacturing, storage, or dumpsite for Hazardous Materials, nor is any part of the Parent Parcel affected by any Hazardous Materials Contamination.

(a) "Hazardous Materials" shall mean: (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), as amended from time to time, and the Superfund Amendments and Reorganization Act of 1986, as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) petroleum, petroleum by-products or petroleum constituents; (f) any substance the presence of which is prohibited by any governmental requirement; and (g) any other substance which by any governmental requirement requires special handling in its collection, storage, treatment or disposal.

(b) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, the Parent Parcel by Hazardous Materials, or the contamination of any improvements, facilities, soil, ground water, ambient air, subsurface strata, biota, or other elements on, or of, any other property as a result of Hazardous Materials emanating from the Parent Parcel.

(c) "Environmental Report" shall mean that certain Phase I Environmental Site Assessment performed on the Property by Dynatech Engineering Corp. dated April 25, 2014.

9.1.12 To Seller's actual knowledge based solely upon the Environmental Report, there are no underground storage tanks located on the Parent Parcel, and no portion of the Parent Parcel has ever been used for a garbage dump, landfill, or service station or other business selling petroleum or petroleum products.

9.1.13 Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement that affects any portion of the Parent Parcel.

9.1.14 To Seller's actual knowledge, there are no recorded or unrecorded

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restrictions existing relating to the development of the Property, except as will be disclosed in the Commitment or provisions of leases affecting the Parent Parcel which shall be disclosed in writing to Purchaser no later than thirty (30) days after the Effective Date.

9.2 The failure of any of the representations, warranties, or covenants contained in Section 9.1 to be true and correct on the Effective Date and on the Closing Date shall be a Seller's default under this Agreement. In addition, if, after Closing, Purchaser becomes aware that any of the representations or warranties are not true or correct, Purchaser shall have all remedies at law, in equity, and under this Agreement with respect thereto, however, in no event shall Seller be liable for any consequential, indirect, special or punitive damages; provided, however, that the terms of this Section 9 shall only survive Closing for a period of one (1) year after the Closing.

For purposes of this Agreement whenever the phrase "to Seller's actual knowledge" or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Armando Carmo Couri, Pedro Augusto Penna, and Jose Claudio Possas Goncalves in their capacity as managers of Seller, without any investigation or inquiry.

#### 10. Brokers and Commission.

10.1 In the event, and only in the event, that Closing for the Property occurs, Seller has agreed to pay to CBRE, Inc., an entity licensed by the State of Florida as a real estate broker, (the "**Purchaser's Broker**") a real estate brokerage commission in an amount equal to three percent (3%) of the Purchase Price (the "**Commission**"). Seller hereby acknowledges and agrees that Purchaser's Broker solely represents Purchaser in connection with this transaction and that, pursuant to a separate agreement between Purchaser and Purchaser's Broker, Purchaser's Broker may share with Purchaser a portion of the Commission. Purchaser shall have no obligation whatsoever to the Purchaser's Broker related to the Property or the subject matter of this Agreement, the sole liability to the Purchaser's Broker being that of Seller.

10.2 Seller has also agreed to pay a real estate brokerage commission to Drew Forness of Forness Properties (the "**Seller's Broker**"), an individual licensed by the State of Florida as a real estate broker, pursuant to a separate agreement between Seller and Seller's Broker. Purchaser shall have no obligation whatsoever to the Seller's Broker, the sole liability to the Seller's Broker being that of the Purchaser.

10.3 Seller and Purchaser represent to each other that, except for the Purchaser's Broker and the Seller's Broker, neither party is aware of any person or entity which would be entitled to a commission, finder's fee, compensation, or brokerage fee upon the consummation of this transaction. The terms of this provision shall survive Closing, or termination of this Agreement, for a period of one (1) year after the date of Closing or such termination.

#### 11. Default and Remedies.

11.1 In the event either party fails to comply with or perform any of the

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conditions, covenants, or agreements contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said default, breach, or other problem, except the parties shall only have three (3) days to cure a failure to timely close the transaction contemplated hereby. If such default, breach, or other problem is not corrected within the applicable period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

11.2 In the event of a default by Seller, then Purchaser may, at Purchaser's election, either: (i) terminate this Agreement by written notice to Seller whereupon the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement; or (ii) pursue any and all remedies available to Purchaser at law or in equity, including without limitation an action against Seller for specific performance.

11.3 In the event of a default by Purchaser, then Seller, as Seller's sole and exclusive remedy, shall be entitled to terminate this Agreement. Thereafter, all rights, liabilities, and obligations of Purchaser and Seller under this Agreement shall terminate except for those rights and obligations which expressly survive the termination of this Agreement. In no event shall Seller be entitled to initiate litigation seeking legal or equitable remedies, including but not limited to the right of specific performance, against Purchaser.

11.4 Notwithstanding any term or provision of this Agreement to the contrary, in the event that either Purchaser or Seller shall fail to comply with or perform any of the conditions, covenants, or agreements contained in this Agreement, that by the terms of this Agreement are to be set forth in the Declaration, then the remedies available for a breach of such conditions, covenants, or agreements shall be as set forth in the Declaration and shall not be governed by this Agreement.

11.5 The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 11.

## 12. Notices.

12.1 Any notices which may be permitted or required under this Agreement must be in writing, sent to the appropriate notice address(es) for such party set forth below, and may be given by hand delivery; certified mail, return receipt requested; guaranteed overnight delivery service; or facsimile. Notices sent by hand delivery, certified mail, or guaranteed overnight delivery service, shall be deemed given and received upon receipt by the party to whom the notices are sent, as evidenced by the notation on the records of the courier, U.S. Postal Service, or overnight delivery service, as applicable. Notices sent by facsimile shall be deemed given and received upon the sender's receipt of written confirmation from the transmitting facsimile machine that such notices were delivered to the recipient at the following facsimile numbers.

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As to Seller: Highland Lakes Property LLC  
Attn: Leandro Paiva  
17071 West Dixie Highway  
Suite 104  
North Miami Beach, FL 33160  
Facsimile No.: (305) 308-2483

*with a copy to:* McNatt Law Firm, P.A.  
4190 Millenia Boulevard  
Orlando, Florida 32839  
Attn: Michael W. McNatt, Esq.  
mmcnatt@mcnattlaw.com  
Facsimile No.: (407) 347-4860

As to Purchaser: Orange County, Florida  
Real Estate Management Division  
Attn: Manager  
400 E. South St.  
5th Floor  
Orlando, FL 32801  
Facsimile No.: (407) 836-5969

*with a copy to:* Orange County, Florida  
County Attorney's Office  
Attn: County Attorney  
201 S. Rosalind Ave.  
3rd Floor  
Orlando, FL 32801  
Facsimile No.: (407) 836-5888

12.2 Failure to conform to the requirement of the forms of notices above shall not defeat the effectiveness of notice actually received by the addressee, but such notice shall be deemed given only upon such actual receipt. Address for notice may be changed by giving notice hereunder.

12.3 Notwithstanding any provisions hereof to the contrary, legal counsel for either party may provide any notice required or permitted hereunder solely by direct communication from said party's legal counsel to legal counsel for the other party pursuant to methods of notice permitted under this Section 12.

### 13. Miscellaneous.

13.1 No Waiver; Rights Cumulative. Neither the failure of either party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms and



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provisions of this Agreement. Except as expressly limited the terms of this Agreement, all rights, powers, and privileges conferred herein shall be cumulative and not restrictive of those provided at law or in equity.

13.2 Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Agreement shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by all parties hereto.

13.3 Survival. This Agreement and each of the provisions hereof shall not survive the Closing hereunder, except as specifically provided herein.

13.4 Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

13.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

13.6 Headings; Gender. The headings inserted at the beginning of each section are for the convenience of the parties only and do not add to or subtract from the meaning and contents of each section. Words of any gender used in this Agreement should be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

13.7 Further Assurances. After the Effective Date, Seller shall, at the request of Purchaser, make, execute, and deliver or obtain and deliver all such affidavits, deeds, approvals, certificates, resolutions, and other instruments and documents, and shall do or cause to be done all such other things which Purchaser may reasonably request and which are reasonably required to effectuate the provisions and intention of this Agreement.

13.8 Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations. If any of the provisions of this Agreement or the application thereof to any person or circumstances shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

13.9 Time of the Essence. Time is of the essence of this Agreement.

13.10 Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with substantive laws of the State of Florida.

13.11 Calculation of Time Periods. Unless otherwise specified, in computing

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any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in Orange County, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

13.12 Assignment. Neither Seller nor Purchaser shall assign its rights under this Agreement without the prior written consent of the other party.

13.13 Attorney's Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought in connection with this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees, paralegal fees, and all other litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party. This Paragraph 13.13 shall survive the Closing or earlier termination of this Agreement.

13.14 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR PURCHASER ENTERING INTO THIS AGREEMENT (OR ANY AGREEMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT) FROM, OR WITH SELLER.

13.15 1031 Exchange. Purchaser acknowledges that Seller may elect to consummate the sale of the Property as part of a so-called like kind exchange (the "Exchange") pursuant to § 1031 of the Internal Revenue Code, as amended (the "Code"), provided that: (i) the Closing of such Property shall not be delayed or affected by reason of any Exchange nor shall the consummation or accomplishment of any Exchange be a condition precedent or condition subsequent to Seller's obligations under this Agreement; (ii) any Exchange shall be effected through a qualified intermediary and Purchaser shall not be required to take an assignment of any purchase agreement for the exchange property or be required to acquire or hold title to any real property for purposes of consummating an Exchange involving Seller; and (iii) Seller shall pay any additional costs that would not otherwise have been incurred by Purchaser or Seller had

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Seller not consummated its sale through the Exchange. Purchaser shall not, by this agreement or acquiescence to any Exchange by Seller, (1) have its rights under this Agreement affected or diminished in any manner or (2) be responsible for compliance with or be deemed to have warranted to Seller that any Exchange involving Seller in fact complies with the § 1031 of the Code. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to execute any instruments or documents that may be required in connection with Seller's Exchange.

14. Declaration.

14.1 At the Closing, Seller shall execute and deliver to the Title Company a declaration of covenants, conditions, easements, and restrictions (the "**Declaration**") which will contain the terms and provisions set forth in Section 14.2 below. As part of Closing, the Declaration shall be recorded in the Public Records of Orange County, Florida – immediately prior to the Deed – and shall encumber the entirety of the Parent Parcel, including the Property, in perpetuity.

14.2 Terms of Declaration.

14.2.1 The Declaration shall provide for the creation of access easements to allow Purchaser to have access to/from the Property from/to West Colonial Drive and from/to North Hiawassee Road through the Remainder Parcel. Such access easements granted to Purchaser by the Declaration shall also run in favor of the occupants, tenants, and subtenants of the Property, and the employees, agents, contractors, subcontractors, consultants, elected officials, licensees, invitees, permittees, and guests of Purchaser.

14.2.2 The Declaration shall specify which party (or other persons) shall be responsible for the maintenance of the access easement area(s) identified by the Declaration, and which party(ies) (or other persons) shall be responsible to pay for such maintenance.

14.2.3 The Declaration shall specify each party's rights and remedies upon a failure of the other party to fulfill its obligations under the Declaration.

14.2.4 The Declaration may also contain such other terms and provisions, and/or covenants, conditions, easements, and/or restrictions, as may be reasonably requested by either party, and acceptable to the other party in its reasonable discretion, including without limitation such easements or other matters as may be requested by Purchaser to cure all or any of Purchaser's Objections in whole or in part, or to address any other concerns with the Property revealed by Purchaser's due diligence investigations of the Property during the Inspection Period. Without limiting the generality of the foregoing, Seller hereby acknowledges that it may be necessary for the Declaration to provide utility, drainage, and/or other types of easements over the Remainder Parcel and in favor of the Property to allow Purchaser to own, improve, develop, use, occupy, operate, and/or maintain the Property for Purchaser's intended uses.

14.3 Seller and Purchaser shall agree upon the form of the Declaration during

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the Inspection Period. To facilitate agreement by Seller and Purchaser on the Declaration, Purchaser shall provide Seller with Purchaser's proposed form of Declaration within sixty (60) days after the Effective Date. In the event that Seller and Purchaser shall fail to agree upon the form of the Declaration during the Inspection Period, then either Seller or Purchaser may, at any time thereafter until a form of the Declaration has been agreed upon, elect to terminate this Agreement by written notice to the other party, whereupon the parties shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Agreement. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of Purchaser, to furnish any notice required or allowed under, and/or to terminate this Agreement pursuant to, this Section 14.3.

*[signature pages and exhibits follow]*

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IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

“SELLER”

Signed, sealed, and delivered  
in the presence of:

**HIGHLAND LAKES PROPERTY LLC,  
a Florida limited liability company**

[Signature]  
Print Name: Michael W. McNatt

By: [Signature]

[Signature]  
Print Name: Evelyn Guzman

Print Name: Leandro Priya

Title: Manager

Date: 8/8/17

STATE OF FLORIDA

COUNTY OF Orange

This instrument was sworn to, and subscribed before me this 8 day of August, 2017, by Leandro Priya, as Manager of HIGHLAND LAKES PROPERTY LLC, a Florida limited liability company, on behalf of said company. He is personally known to me OR \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

Evelyn Guzman  
Print Name

My Commission Expires:



**EVELYN GUZMAN**  
MY COMMISSION # FF 049163  
EXPIRES: December 20, 2017  
Bonded Thru Budget Notary Services

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IN WITNESS WHEREOF Seller and Purchaser have caused this Agreement to be executed effective as of the Effective Date.

“PURCHASER”

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



By:

*By: [Signature]*

Teresa Jacobs  
Orange County Mayor

Date

*8.29.17*

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

By:

*[Signature]*  
Deputy Clerk

Printed Name: Katie Smith

**EXHIBIT "A"**

**Legal Description of the Parent Parcel**

PARCEL A

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 28 EAST; THENCE RUN N00°12'44"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 332.05 FEET; THENCE RUN N89°38'28"W, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIAWASSEE ROAD AND THE SOUTHEAST CORNER OF LOT 1, HIGHLAND LAKES CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 87 THROUGH 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°38'28"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 457.52 FEET FOR THE POINT OF BEGINNING; THENCE THE NEXT 5 COURSES RUN ALONG SAID SOUTHERLY LINE OF LOT 1: RUN N89°38'28"W, A DISTANCE OF 816.19 FEET; THENCE RUN N00°07'23"E, A DISTANCE OF 68.86 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 333.98 FEET; THENCE RUN S00°00'00"W, A DISTANCE OF 299.80 FEET; THENCE RUN S45°00'00"E, A DISTANCE OF 5.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF WEST COLONIAL DRIVE PER THE RIGHT OF WAY TAKING RECORDED IN OFFICIAL RECORDS BOOK 9260, PAGE 4279; THENCE DEPARTING SAID SOUTHERLY LINE OF LOT 1, RUN N89°59'12"W ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 68.00 FEET; THENCE THE NEXT 15 COURSES RUN ALONG THE AFORESAID SOUTHERLY LINE OF LOT 1: RUN N45°00'00"E, A DISTANCE OF 5.66 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 289.71 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 129.50 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 217.00 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 264.38 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 31.50 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 110.47 FEET; THENCE RUN S00°00'00"W, A DISTANCE OF 51.70 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 51.00 FEET; THENCE RUN S00°00'00"W, A DISTANCE OF 6.00 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 166.25 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 20.00 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 100.00 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 52.70 FEET; THENCE RUN N90°00'00"W, A DISTANCE OF 93.07 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF LOT 1, RUN N00°02'00"E ALONG THE EAST RIGHT OF WAY LINE OF DORSCHER ROAD AND THE WEST LINE OF SAID LOT 1, A DISTANCE OF 351.50 FEET; THENCE DEPARTING SAID WEST LINE OF LOT 1 AND EAST RIGHT OF WAY LINE RUN S90°00'00"E, A DISTANCE OF 280.00 FEET; THENCE RUN S00°00'00"W, A DISTANCE OF 4.42 FEET; THENCE RUN S90°00'00"E, A DISTANCE OF 314.37 FEET; THENCE RUN N45°00'00"E, A DISTANCE OF 191.87 FEET; THENCE RUN N00°00'00"E, A DISTANCE OF 322.33 FEET; THENCE RUN S90°00'00"E ALONG THE SOUTHERLY LINE OF LOT 7 OF SAID PLAT OF HIGHLAND LAKES CENTER, A DISTANCE OF 229.20 FEET; THENCE RUN S00°14'12"W, A DISTANCE OF 251.52 FEET; THENCE RUN

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S90°00'00"E, A DISTANCE OF 333.98 FEET; THENCE RUN S67°03'39"E, A DISTANCE OF 237.41 FEET; THENCE RUN S81°12'12"E, A DISTANCE OF 323.62 FEET; THENCE RUN S53°00'00"E, A DISTANCE OF 123.88 FEET; THENCE RUN N90°00'00"W ALONG THE NORTHERLY LINE OF LOT 2 OF SAID PLAT OF HIGHLAND LAKES CENTER, A DISTANCE OF 124.54 FEET; THENCE RUN S00°00'00"W ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 580.94 FEET; THENCE RUN S90°00'00"E ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 302.92 FEET; THENCE RUN N00°00'00"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 580.25 FEET; THENCE RUN S89°41'37"E ALONG THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 476.50 FEET; THENCE RUN S00°12'44"W ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF HIAWASSEE ROAD AND EAST LINE OF LOT 1, A DISTANCE OF 89.97 FEET; THENCE RUN N89°41'37"W, A DISTANCE OF 359.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'23", AN ARC DISTANCE OF 157.61 FEET, HAVING A CHORD BEARING OF S45°09'12"W AND A CHORD DISTANCE OF 141.80 FEET; THENCE RUN S00°00'00"E, A DISTANCE OF 475.10 FEET TO THE POINT OF BEGINNING.

CONTAINS 29.943 ACRES, MORE OR LESS.

AND

RETENTION POND PARCEL

FROM THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, RUN N 00° 02' 00" E ALONG THE CENTERLINE OF DORSCHER ROAD, 71.72 FEET TO A POINT; THENCE RUN S89°59'12"E, 30.00 FEET TO A POINT OF INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF DORSCHER ROAD AND THE NORTHERN RIGHT-OF-WAY LINE OF WEST COLONIAL DRIVE (S.R. 50); THENCE N00°02'00"E, ALONG THE EASTERN RIGHT-OF-WAY LINE OF DORSCHER ROAD, 1378.08 FEET TO A POINT; THENCE DUE EAST A DISTANCE OF 958.98 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION: THENCE N00°14'12"E A DISTANCE OF 88.63 FEET TO A POINT; THENCE S89°43'12"E A DISTANCE OF 487.24 FEET TO A POINT; THENCE 112.04 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND A CHORD LENGTH OF 106.27 FEET BEARING N58°10'59"E; THENCE N00°14'12"E A DISTANCE OF 473.35 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BALBOA DRIVE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S89°50'58" E A DISTANCE OF 130.00 FEET TO A POINT; THENCE DEPARTING SAID SOUTH LINE RUN S00°14'12" W A DISTANCE OF 710.13 FEET TO A POINT; THENCE 62.81 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 40.00 FEET AND A CHORD LENGTH OF 56.55 FEET BEARING S44°44'30"E; THENCE S89°43'12"E A DISTANCE OF 274.58 FEET TO A POINT; THENCE



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S00°10'04"W A DISTANCE OF 331.73 FEET TO A POINT; THENCE DUE WEST A DISTANCE OF 50.00 FEET TO A POINT; THENCE N53°00'00" W A DISTANCE OF 123.89 FEET TO A POINT; THENCE N81°12'12.2" W A DISTANCE OF 323.62 FEET TO A POINT; THENCE N67°03'38.7" W A DISTANCE OF 237.41 FEET TO A POINT; THENCE DUE WEST A DISTANCE OF 333.98 FEET TO A POINT; THENCE N00°14'12"E A DISTANCE OF 251.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.705 ACRES OF LAND MORE OR LESS.

AND

PARCEL B

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 28 EAST; THENCE RUN N00°12'44"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 332.05 FEET; THENCE RUN N89°38'28"W, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIAWASSEE ROAD AND THE SOUTHEAST CORNER OF LOT 1, HIGHLAND LAKES CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 87 THROUGH 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°38'28"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 457.52 FEET; THENCE RUN N00°00'00"W, A DISTANCE OF 475.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'23", AN ARC DISTANCE OF 157.61 FEET, HAVING A CHORD BEARING OF N45°09'12"E AND A CHORD DISTANCE OF 141.80 FEET; THENCE RUN S89°41'37"E, A DISTANCE OF 359.12 FEET; THENCE RUN THENCE RUN S00°12'44"W ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF HIAWASSEE ROAD AND EAST LINE OF LOT 1, A DISTANCE OF 576.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.012 ACRES, MORE OR LESS.

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**EXHIBIT “B”**

**Legal Description of the Property**

PARCEL B

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 28 EAST; THENCE RUN N00°12'44"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 332.05 FEET; THENCE RUN N89°38'28"W, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIAWASSEE ROAD AND THE SOUTHEAST CORNER OF LOT 1, HIGHLAND LAKES CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 87 THROUGH 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°38'28"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 457.52 FEET; THENCE RUN N00°00'00"W, A DISTANCE OF 475.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'23", AN ARC DISTANCE OF 157.61 FEET, HAVING A CHORD BEARING OF N45°09'12"E AND A CHORD DISTANCE OF 141.80 FEET; THENCE RUN S89°41'37"E, A DISTANCE OF 359.12 FEET; THENCE RUN THENCE RUN S00°12'44"W ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF HIAWASSEE ROAD AND EAST LINE OF LOT 1, A DISTANCE OF 576.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 6.012 ACRES, MORE OR LESS.

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**EXHIBIT “C”**

**Due Diligence Contingency**

I. As part of its investigations of the Property pursuant to Section 6 of the Agreement, Purchaser may obtain within the Inspection Period a report (an “**Environmental Survey**”) by a qualified consultant or consultants, including members of Purchaser’s own professional staff (the “**Consultants**”). Such Environmental Survey may include, without limitation, the following (all of which shall hereinafter be collectively referred to as the “**Environmental Exceptions**”):

- (i) contamination of the Property 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/or
- (v) potential incurrence of environmental damages by the owner(s) or operator(s) of the Property.

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

- a) a site inspection;
- b) interviews of present occupants of the Property, if any;
- 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/or
- 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 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. Notwithstanding the foregoing, the consultants shall not make any invasive testings or testings which would cause damage to the Property without the Seller’s prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. In addition, any testings, whether invasive or otherwise, that causes any damage to the Property must be repaired and returned to its original condition to the reasonable satisfaction of Seller.

III. Seller will reasonably cooperate with the Consultants and supply to the Consultants such historical and operational information as may be reasonably requested by the Consultants to the extent such information is in Seller’s possession or control, 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 Seller, or furnished to Seller, or its agents or consultants, and Seller will make available to the Consultants any persons within the control of Seller known to have knowledge of such matters at no additional cost to Seller.

Project: Cultural Center – Pine Hills (Invest)

IV. If the Environmental Survey or other testing results are unacceptable to Purchaser, then this Agreement shall be terminated prior to the expiration of the Inspection Period upon written notice to Seller of such unacceptability as set forth in this Agreement and no party to this Agreement shall have any further liability to any other.

AUG 29 2017

Prepared by:

Jennifer Nendza an employee of  
First American Title Insurance Company  
2233 Lee Road, Suite 110, Winter Park, Florida 32789

Return to: Grantee

File No.:2021-3843986

Project: Cultural Center – Pine Hills (Invest)

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this February 22, 2018, between

Highland Lakes Property LLC, a Florida limited liability company,

Having a business address at: 17071 West Dixie Highway, Suite 104, North Miami  
Beach, FL 33160

("Grantor"). and

Orange County, a charter county and political subdivision of the state of Florida

Having a mailing address of: P.O. Box 1393, Orlando, FL 32802

("Grantee"),

**Witnesseth**, that the said grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, as granted, bargained, sold, remised, released, conveyed and confirmed unto said "grantee", its successors and assigns forever, following described land, situate, lying and being in the County of **Orange**, State of **Florida**, to-wit:

See Attached Schedule "A"

Parcel Identification Number: 23-22-28-3581-00-013

**Subject**, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirement imposed by governmental authorities, if any.

**Together**, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all monetary encumbrances except taxes accruing subsequent to December 31st of 2017. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

In Witness Whereof, the Grantor has caused this Special Warranty Deed to be executed as of the day and year first above written.

Highland Lakes Property LLC,  
a Florida limited liability company.

Leandro Paiva

By: Leandro Paiva  
Its: Manager

Signed, sealed and delivered in our presence:

Miriam Herrera  
Witness Signature

Print Name: Miriam Herrera

Giuliana Herrera  
Witness Signature

Print Name: Giuliana Herrera

State of Florida

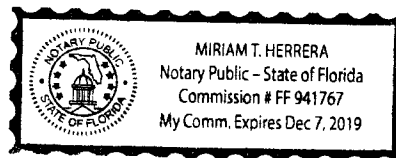
County of Yade

The Foregoing Instrument Was Acknowledged before me on February 15, 2018, by  
Leandro Paiva, who is the Manager of Highland Lakes Property LLC, a Florida  
limited liability company, who is personally known to me or has produced a valid  
Driver's License as identification.

Miriam Herrera  
Notary Public

Miriam Herrera  
(Printed Name)

My Commission expires: 12/2/19



{Notarial Seal}

## **SCHEDULE "A"**

### **PARCEL B**

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N00°12'44"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, A DISTANCE OF 332.05 FEET; THENCE RUN N89°38'28"W, A DISTANCE OF 65.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HIAWASSEE ROAD AND THE SOUTHEAST CORNER OF LOT 1, HIGHLAND LAKES CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 87 THROUGH 89, INCLUSIVE, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE RUN N89°38'28"W ALONG THE SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 457.52 FEET; THENCE RUN N00°00'00"W, A DISTANCE OF 475.10 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 100.00 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°18'23", AN ARC DISTANCE OF 157.61 FEET, HAVING A CHORD BEARING OF N45°09'12"E AND A CHORD DISTANCE OF 141.80 FEET; THENCE RUN S89°41'37"E, A DISTANCE OF 359.12 FEET; THENCE RUN S00°12'44"W ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF HIAWASSEE ROAD AND EAST LINE OF LOT 1, A DISTANCE OF 576.05 FEET TO THE POINT OF BEGINNING.