



Interoffice Memorandum


APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

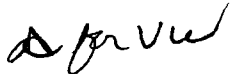
BCC Mtg. Date: Aug. 16, 2016

REAL ESTATE MANAGEMENT ITEM 4

DATE: July 29, 2016

TO: Mayor Teresa Jacobs
and the
Board of County Commissioners

THROUGH: Ann Caswell, Manager 
Real Estate Management Division

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

CONTACT PERSON: Ann Caswell, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7082

ACTION REQUESTED: APPROVAL AND EXECUTION OF DONATION COVENANT FOR PARK SITE BETWEEN LENNAR HOMES, LLC AND ORANGE COUNTY AND APPROVAL OF SPECIAL WARRANTY DEED FROM LENNAR HOMES, LLC TO ORANGE COUNTY AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

PROJECT: Moss Park PD Parcel J Park Expansion

District 4

PURPOSE: To provide for access, construction, operation, and maintenance of passive recreational facilities as a requirement of development.

ITEMS: Donation Covenant for Park Site

Special Warranty Deed
Cost: Donation
Size: 4.00 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Community, Environmental and Development Services Department
Risk Management Division

REMARKS: This conveyance will serve to satisfy the obligation of Lennar Homes, LLC (Grantor) to donate land for park purposes pursuant to the Condition of Approval No. 19 contained in the Conditions applicable to the Moss Park Planned Development (PD) / Western Portion of Parcel N Preliminary Subdivision Plan, approved on June 3, 2014, and Condition of Approval No. 10 contained in the Conditions applicable to the Substantial Change to the Moss Park Planned Development / Land Use Plan (PD/LUP) approved on September 23, 2014, by the Board of County Commissioners.

The 4-acre tract is adjacent to existing County park land and will be assembled to expand the facilities to 20 acres. The property is subject to a Conservation Easement in favor of the South Florida Water Management District, and other matters set forth in the Declaration of Master Covenants, Conditions and Restrictions for the Moss Park development which do not materially interfere with the utilization of the property for passive recreational purposes.

Grantor to pay all closing costs.

A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
AUG 16 2016

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

CHARLES B. COSTAR, III, ESQUIRE
SHUTTS & BOWEN LLP
300 S. ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA 32801
Phone: (407) 423-3200

Project: Moss Park PD Parcel J Park Expansion
A portion of Property Appraiser's parcel number: 15-24-31-0000-00-019

DONATION COVENANT FOR PARK SITE

This Agreement is made and entered into this AUG 16 2016, by and between **LENNAR HOMES, LLC**, a Florida limited liability company (hereafter "OWNER") and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (hereafter "COUNTY").

RECITALS

1. The OWNER owns land within Parcel J of the Moss Park Development of Regional Impact as described in Exhibit A attached to and incorporated in this Agreement.
2. The COUNTY issued or rendered various land use approvals, including but not limited to comprehensive land amendments, development of regional impact development order, and a planned development rezoning modification on December 14, 2000 for the Moss Park Development of Regional Impact.
3. Condition of Approval No. 19 contained in the Conditions applicable to the Moss Park Planned Development (PD) / Western Portion of Parcel N Preliminary Subdivision Plan, approved on June 3, 2014, and Condition of Approval No. 10 contained in the Conditions applicable to the Substantial Change to the Moss Park Planned Development / Land Use Plan (PD/LUP), approved on September 23, 2014, all by the Orange County Board of County Commissioners, require the OWNER to convey to COUNTY a four-acre park site within Parcel J to the County for purposes of being combined with an adjacent sixteen (16) acre County owned property for use as a twenty (20) acre park.
4. The OWNER is ready, willing, and able to covenant and the COUNTY is willing to accept at this time a covenant by the OWNER to donate the four-acre park site, more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "Property").
5. The parties hereby agree with each other that they have all rights, power and authority to enter into this Agreement, and that the Agreement constitutes a binding agreement in accordance with its terms on the parties hereto.
6. The parties now wish to reduce their agreements to writing.

ACCORDINGLY, in consideration of the above-stated recitals, and other good and valuable consideration the receipt of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. COVENANT TO DONATE FOUR-ACRE PARK SITE.

A. OWNER agrees to donate the Property to the COUNTY free and clear of all liens and encumbrances, except for that certain Conservation Easement, recorded in Book 09875, Page 850, Public Records of Orange County, Florida, as amended by that certain Amended Conservation Easement, dated September 18, 2014 between South Florida Water Management District and Lake Hart Partners, Ltd., and recorded on October 29, 2014 in Book 10827, Page 5674, Public Records of Orange County, Florida (collectively, the “Conservation Easement”), and matters of record, listed on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “Permitted Exceptions”), which County agrees do not materially interfere with the utilization of the Property for passive recreational purposes.

B. COUNTY agrees to accept the donation of the Property from the OWNER.

C. COUNTY shall not release or amend the Conservation Easement without the prior written consent of OWNER.

D. Thirty (30) days prior to conveyance of the Conveyed Lands, OWNER shall deliver to COUNTY, at OWNER’s sole cost and expense, a commitment to issue an Owner’s Policy of Title Insurance in the amount of \$28,000 naming COUNTY as the insured (the “Title Commitment”). The original Owner’s Policy of Title Insurance (the “Title Policy”) shall be delivered to COUNTY within thirty (30) days of the conveyance of the Conveyed Lands.

E. OWNER agrees to provide a boundary survey within sixty (60) days of the effective date of this agreement. The survey shall be certified to Orange County and Fidelity

National Title Insurance Company and prepared in accordance with the minimum technical requirements and standards of practice promulgated by the Florida Board of Professional Surveyors and Mappers, Chapter 5J-17, of the Florida Administrative Code, Section 427.027, Florida Statutes and ALTA/NSPS Land Title Land Survey Standards. Upon Orange County and Owner's approval of the survey, the same shall be and constitute the "Survey" for purposes of this Agreement and Legal Description of the Property set forth on the Survey may be utilized in the documents of conveyance and in the Owner's Title Insurance Policy to be issued to Orange County hereunder. In the event the survey shows encroachments, easements, boundary overlaps or other matters objectionable to Orange County, in its sole discretion, these may be treated as title defects. Orange County may in its sole discretion, treat these as "Exceptions," as defined herein. The "Draft Survey" will be reviewed by the County Surveyor or his subordinate and comments/revisions will be given to the consultant before finalizing.

F. OWNER shall submit to COUNTY a current (within 6 months of conveyance to COUNTY) Phase I Environmental Audit of the areas encompassed by the conveyed lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the all appropriate inquiries final rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-05. In the event the Phase I Environmental Audit presents a matter of concern, as determined by COUNTY, then prior to the conveyance, owner shall submit to COUNTY a Phase II Environmental Audit. If the Phase II environmental audit is performed and reveals the need for remediation to the conveyed lands, one of the following events shall occur: (i) owner shall remediate the conveyed lands to COUNTY's satisfaction prior to the conveyance; or (ii) owner and COUNTY shall negotiate and enter into a separate agreement whereby owner shall pay the full cost of remediation; or (iii) county may terminate

this agreement at its option.

G. Ad valorem property taxes shall be prorated as of the closing date. OWNER'S share of prorated taxes shall be paid at closing by check payable to Orange County Tax Collector, unless closing is held between November 1st and December 31st of the year of conveyance, in which case ad valorem taxes shall be paid in full by OWNER for the year of conveyance.

SECTION 3. UTILIZATION OF PARK SITE.

A. The COUNTY and the OWNER agree that the primary use of the park site shall be passive recreational park use, subject to the limitations set forth in the Conservation Easement.

B. The COUNTY and the OWNER agree that the design process for development of the Property will follow the COUNTY'S park planning guidelines as established by the COUNTY.

SECTION 4. NOTICE; PROPER FORM. Any notice to be given shall be in writing and shall be sent by certified mail, return receipt requested, to the party being noticed at the following addresses:

AS TO OWNER: LENNAR HOMES, LLC
6750 Forum Drive, Suite 310
Orlando, FL 32821
Facsimile No.: (407) 586-4001
Attn: Brock Nicholas
E-Mail: Brock.Nicholas@lennar.com
Phone: (407) 586-4000

COPY TO: LENNAR CORPORATION
700 NW 107 Avenue - 4th Floor
Miami, FL 33172
Facsimile No.: (305) 229-6650
Attn: General Counsel

COPY TO: Charles B. Costar, III, Esquire
Shutts & Bowen LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

AS TO COUNTY: County Administrator
Orange County Administrator's Office
201 South Rosalind Avenue, Fifth Floor
Orlando, Florida 32801

COPY TO: Planning Manager
Orange County Planning Division
201 South Rosalind Avenue, Second Floor
Orlando, Florida 32801

SECTION 5. BINDING EFFECT. The covenants and rights set forth in this Agreement are not personal, but shall run with title to the OWNER'S property, and benefits and burdens hereof shall run, find, and inure to the benefit and obligation of all successors in interest to or assigns of the parties hereto.

SECTION 6. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages, injunctive relief and specific performance.

SECTION 7. APPLICABLE LAW. This Agreement shall be construed, controlled, and interpreted under the laws of the State of Florida.

SECTION 8. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto, and no right of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions,

representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.


SECTION 9. ENTIRE AGREEMENT. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.


[SIGNATURE AND ACKNOWLEDGEMENT PAGES FOLLOW]

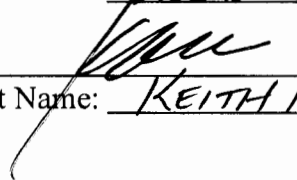
IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date last written.

Signed, sealed and delivered
in our presence as witnesses:

LENNAR HOMES, LLC, a Florida limited
company


Print Name: STEVEN M BOYETTE


Brock Nicholas, Vice President

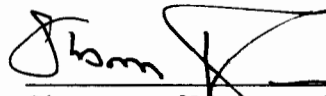

Print Name: KEITH MALCUIT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of July, 2016, by Brock Nicholas, as Vice President of Lennar Homes, LLC, a Florida limited liability company. He is personally known to me or has produced N/A as identification.



AFFIX NOTARY STAMP


Signature of Notary Public
Susan Finkbeiner
(Print Notary Name)
My Commission Expires: 4/14/2020
Commission No.: FF 962439
 Personally known, or
 Produced Identification
Type of Identification Produced

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year foresaid.

(Official Seal)



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs
for Orange County Mayor

DATE: 8.16.16

ATTEST: Martha O. Haynie, County
Comptroller, Clerk to the Board

BY: *Jennifer Klimetz*
for Deputy Clerk

Jennifer Klimetz
Printed Name

EXHIBIT "A"

Legal Description

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida; thence run South 00°55'56" East, along the North-South Mid Section line of said Section 15, for a distance of 2673.45 feet to the POINT OF BEGINNING; thence continue South 00°55'56" East, along said North-South Mid Section line, for a distance of 335.61 feet; thence departing said North-South Mid Section line, run South 63°12'10" West for a distance of 627.12 feet; thence run North 11°25'46" West for a distance of 43.56 feet; thence run North 44°48'45" East for a distance of 81.19 feet; thence run North 09°54'23" West for a distance of 149.83 feet; thence run North 32°11'55" East for a distance of 151.85 feet; thence run North 59°04'33" East for a distance of 177.70 feet; thence run North 63°12'10" East for a distance of 334.02 feet to the POINT OF BEGINNING.

Containing 4.00 acres, more or less.

LINE TABLE		
LINE	LENGTH	BEARING
L1	177.70'	N59°04'33"E
L2	151.85'	N32°11'55"E
L3	149.83'	N09°54'23"W
L4	81.19'	N44°48'45"E
L5	43.56'	N11°25'46"W

SHEET 1 OF 2



16 EAST PLANT STREET
Water Garden, Florida 34787 • (407) 654-5355


SURVEYOR'S NOTES:

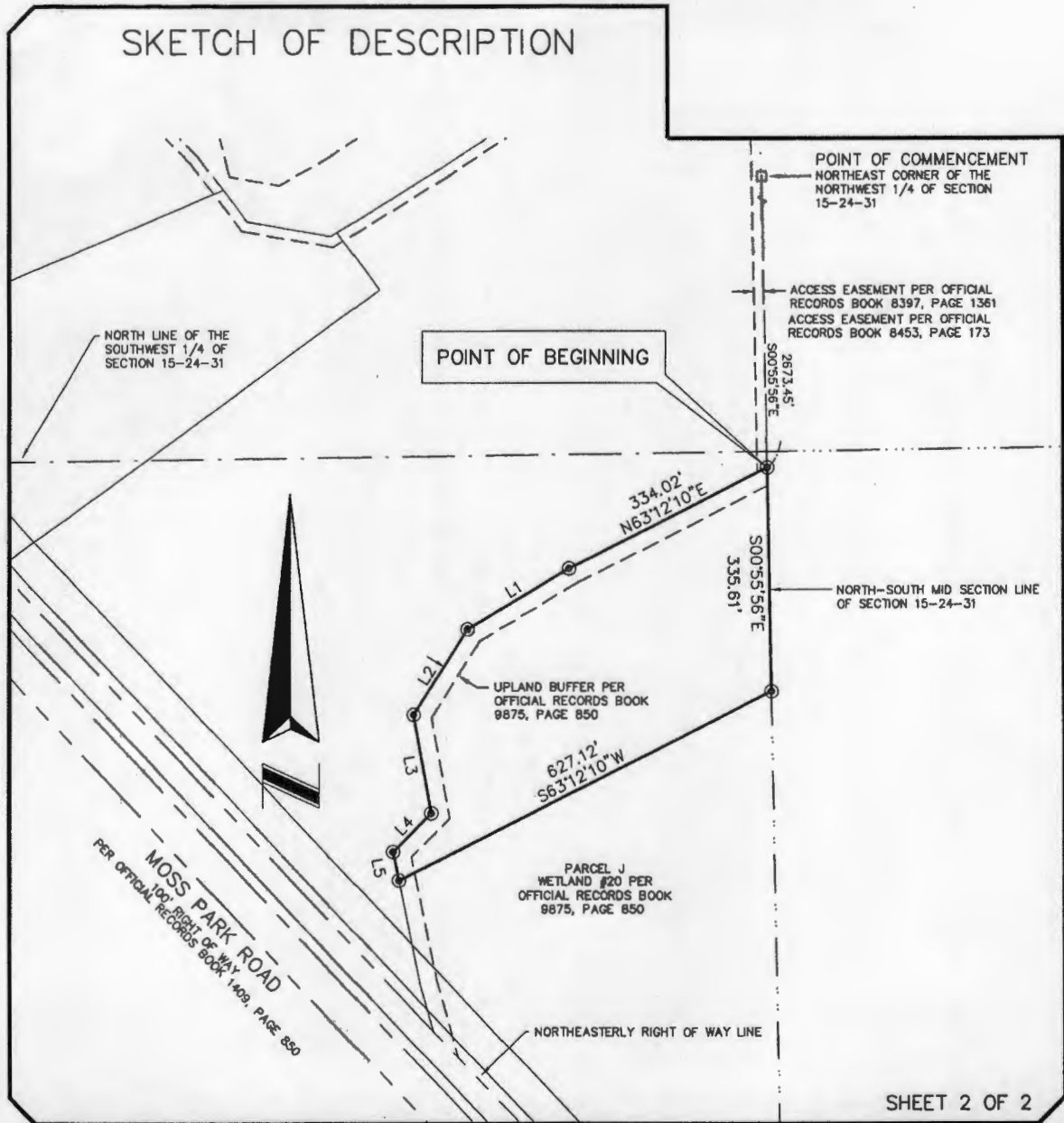
1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SECTION 15--24--31 AS HAVING AN ASSUMED BEARING OF SOUTH 00°55'56" EAST.

JOB NO. 20130003
DATE: SEPTEMBER 15, 2014
SCALE: 1 INCH = 200 FEET
FIELD BY: N/A

CALCULATED BY: EGT
DRAWN BY: EGT
CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:


JAMES L. RICKMAN, PSM #5633



**ALLEN
COMPANY**
Professional Surveyors & Mappers

16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

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JOB NO. 20130003	CALCULATED BY: EGT	
DATE: SEPTEMBER 15, 2014	DRAWN BY: EGT	
SCALE: 1 INCH = 200 FEET	CHECKED BY: JLR	
FIELD BY: N/A		

Exhibit "B"

Permitted Exceptions

1. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
2. Development Order for Lake Hart Development Regional Impact recorded December 22, 1993 in Official Records Book 4671, Page 3683, Public Records of Orange County, Florida.
3. Development Order for Moss Park Development of Regional Impact recorded January 3, 2001 in Official Records Book 6163, Page 782; First Amended and Restated Development Order for Moss Park Development of Regional Impact recorded December 17, 2003 in Official Records Book 7235, Page 422; Amendment to First Amended and Restated Development Order for Moss Park Development of Regional Impact recorded January 12, 2009 in Official Records Book 9813, Page 5754; Assignment of Development Rights and Entitlements recorded May 14, 2009 in Official Records Book 9872, Page 7094; Second Amendment to First Amended and Restated Development Order for Moss Park Development of Regional Impact recorded August 30, 2012 in Official Records Book 10434, Page 1391; Moss Park DRI Owner Agreement recorded March 19, 2013 in Official Records Book 10539, page 8023; Assignment and Allocation of Entitlements and Development Rights and Assignment and Assumption of Obligations under Moss Park DRI Owner Agreement recorded March 19, 2013 in Official Records Book 10539, page 8093, Public Records of Orange County, Florida.
4. Memorandum of Southeast Regional Schools Plan by and between The School Board of Orange County, Florida, Lake Hart Partners, Ltd., and Eagle Creek Development Corporation recorded February 1, 2002 in Official Records Book 6447, Page 620; First Amendment recorded April 12, 2005 in Official Records Book 7916, Page 1428; Second Amended and Restated Development Order for Eagle Creek recorded December 16, 2008 in Official Records Book 9826, Page 9176; Second Amendment to Agreement Southeast Region Schools Plan recorded January 3, 2011 in Official Records Book 10154, Page 316; Assignment and Assumption recorded March 19, 2013 in Official Records Book 10539, page 8125; Third Amendment to Memorandum of Agreement recorded April 23, 2014 in Official Records Book 10734, page 2293, Public Records of Orange County, Florida.
5. Declaration of Master Covenants, Conditions and Restrictions of Moss Park Community recorded February 4, 2002 in Official Records Book 6449, Page 6583; Amendment to Declaration of Master Covenants, Conditions and Restrictions of Moss Park Community recorded December 30, 2005 in Official Records Book 8397, Page 1354; Amendment to Declaration of Master Covenants, Conditions and Restrictions for Moss Park Community recorded March 19, 2013 in Official Records Book 10539, page 8164; Partial Assignment of Declarant's Rights recorded March 19, 2013 in Official Records Book 10539, page 8171; and Assignment and Assumption Agreement of Declarant's Rights under Master Property Owner's Association recorded November 5, 2014 in Official Records Book 10830, Page 5972, Supplemental Declaration to Declaration of Master Covenants, Conditions and

Restrictions of Moss Park Community (Non-Residential Properties) recorded October 30, 2015, in Official Records Book 11005, Page 8787, Public Records of Orange County, Florida.

6. Declaration of Master Easement and Joint Use Agreement for Moss Park Community recorded February 4, 2002 in Official Records Book 6449, Page 6704; Joinder and Consent of Lake Hart Partners, Inc. to Declaration of Master Easement and Joint Use Agreement for Moss Park Community recorded February 4, 2002 in Official Records Book 6449, Page 6755; Assignment of Rights recorded March 19, 2013 in Official Records Book 10539, page 8669, and Assignment of Declarant Rights recorded March 19, 2013, in Official Records Book 10539, page 8669, and Amendment to Declaration of Master Easement and Joint Use Agreement for Moss Park Community recorded October 30, 2015 in Official Records Book 11005, page 8776, re-recorded January 28, 2016 as Document # 20160049248, Public Records of Orange County, Florida.
7. Declaration of Master Covenants, Conditions and Restrictions of Moss Park Community (Residential Properties) recorded June 6, 2002 in Official Records Book 6539, Page 5942; Amendment to Declaration of Master Covenants, Conditions and Restrictions of Moss Park Community recorded December 30, 2005 in Official Records Book 8397, Page 1354; Amendment to Declaration of Master Covenants, Conditions and Restrictions for Moss Park Community recorded March 19, 2013 in Official Records Book 10539, page 8164; Assignment of Declarant's Rights recorded March 19, 2013 in Official Records Book 10539, page 8709, Supplemental Declaration to Declaration of Master Covenants, Conditions and Restrictions of Moss Park Community (Residential Properties) recorded October 30, 2015, in Official Records Book 11005, Page 8779, Public Records of Orange County, Florida.
8. Use Agreement by and between Lake Hart Partners, II Ltd., Moss Park Property Owner's Association, and Orange County recorded May 5, 2006 in Official Records Book 8624, Page 3865; Use Agreement by and between M/I Homes of Orlando and Moss Park Ridge Homeowners Association recorded June 26, 2006 in Official Records Book 8719, Page 486, Public Records of Orange County, Florida.
9. Easement and conditions contained in Special Warranty Deed by and between Lake Hart Partners, Ltd., a Florida limited partnership and John F. Bennett, Charles R. Stepter, Jr., Philip F. Bonus A. Kurt Ardaman and Mark F. Ahlers recorded December 30, 2005 in Official Records Book 8397, Page 1361, Public Records of Orange County, Florida. (Note for information Deed to Orange County recorded in Official Records Book 8397, Page 1367, Public Records of Orange County, Florida.)
10. Easement and conditions contained in Special Warranty deed from Lake Hart Partners, Ltd., a Florida limited partnership, and Orange County, Florida recorded January 30, 2006 in Official Records Book 8453, Page 173, Public Records of Orange County, Florida.
11. Deed of Conservation Easement by and between Lake Hart Partners, Ltd., and South Florida Water Management District recorded May 20, 2009 in Official Records Book 9875, Page

850, and Amendment to Conservation Easement recorded October 29, 2014 in Official Records Book 10827, Page 5674, Public Records of Orange County, Florida.

12. Moss Park Transportation and Proportionate Share Agreement (Moss Park DRI/Innovation Way South) recorded August 30, 2012 in Official Records Book 10434, Page 1466; First Amendment to Moss Park Transportation and Proportionate Share Agreement (Moss Park DRI/Innovation Way South) recorded in Official Records book 10822, Page 4520, all of the Public Records of Orange County, Florida.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

AUG 16 2016

This instrument was prepared by,
And upon recording please return to:
CHARLES B. COSTAR, III, ESQUIRE
SHUTTS & BOWEN LLP
300 S. ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA 32801
Phone: (407) 423-3200

Project: Moss Park PD Parcel J Park Expansion
A portion of Property Appraiser's parcel number: 15-24-31-0000-00-019

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed as of the 26th day of July, 2016, by **LENNAR HOMES, LLC**, a Florida limited liability company, whose address 6750 Forum Drive, Suite 310, Orlando, FL 32821 (hereinafter referred to as the "Grantor") to **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, FL 32802-1393, (hereinafter referred to as the "Grantee");

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in Orange County, Florida more particularly described as follows (hereinafter referred to as the "Subject Property"):

See **Exhibit "A"** attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments, easements and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining.

THIS CONVEYANCE SHALL SERVE TO SATISFY THAT CERTAIN OBLIGATION OF GRANTOR TO DONATE A FOUR-ACRE SITE TO ORANGE COUNTY PURSUANT TO THAT CERTAIN CONDITION OF APPROVAL NO. 19 CONTAINED IN THE CONDITIONS APPLICABLE TO THE MOSS PARK PLANNED DEVELOPMENT (PD) / WESTERN PORTION OF PARCEL N PRELIMINARY SUBDIVISION PLAN, APPROVED ON JUNE 3, 2014, AND CONDITION OF APPROVAL NO. 10 CONTAINED IN THE CONDITIONS APPLICABLE TO THE SUBSTANTIAL CHANGE TO THE MOSS PARK PLANNED DEVELOPMENT / LAND USE PLAN (PD/LUP), APPROVED ON SEPTEMBER 23, 2014, ALL BY THE ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS.

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through, or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 2016 and thereafter, and easements, restrictions and other matters of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

LENNAR HOMES, LLC, a Florida limited liability company

[Signature]
Print Name: STEVEN M BOYETTE

By: [Signature]
Brock Nicholas, Vice President

[Signature]
Print Name: KEITH MALCUIT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of July, 2016, by Brock Nicholas, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced N/A as identification.

(NOTARY SEAL)



[Signature]
Notary Public Signature
Susan Finkbeiner
Typed or Printed Notary Name
Notary Public-State of Florida
Commission No: FF 962439
My Commission Expires: 4/14/2020

Exhibit "A"
Legal Description

LEGAL DESCRIPTION

A portion of the Southwest 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of Section 15, Township 24 South, Range 31 East, Orange County, Florida; thence run South 00°55'56" East, along the North-South Mid Section line of said Section 15, for a distance of 2673.45 feet to the POINT OF BEGINNING; thence continue South 00°55'56" East, along said North-South Mid Section line, for a distance of 335.61 feet; thence departing said North-South Mid Section line, run South 63°12'10" West for a distance of 627.12 feet; thence run North 11°25'46" West for a distance of 43.56 feet; thence run North 44°48'45" East for a distance of 81.19 feet; thence run North 09°54'23" West for a distance of 149.83 feet; thence run North 32°11'55" East for a distance of 151.85 feet; thence run North 59°04'33" East for a distance of 177.70 feet; thence run North 63°12'10" East for a distance of 334.02 feet to the POINT OF BEGINNING.

Containing 4.00 acres, more or less.

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L2	151.85'	N32°11'55"E
L3	149.83'	N09°54'23"W
L4	81.19'	N44°48'45"E
L5	43.56'	N11°25'46"W

SHEET 1 OF 2



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355


SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SECTION 15-24-31 AS HAVING AN ASSUMED BEARING OF SOUTH 00°55'56" EAST.

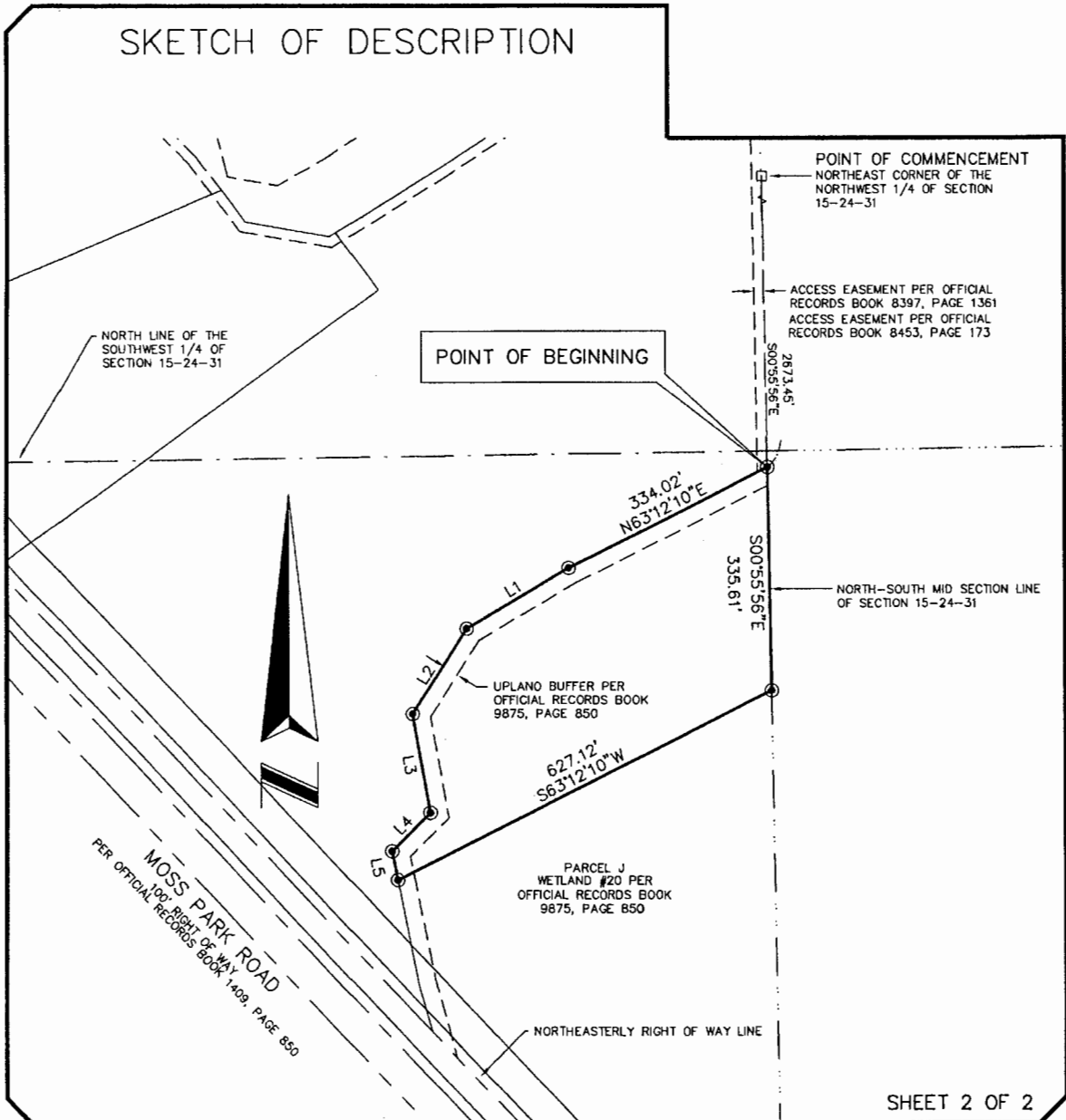
JOB NO. 20130003
 DATE: SEPTEMBER 15, 2014
 SCALE: 1 INCH = 200 FEET
 FIELD BY: N/A

CALCULATED BY: EGT
 DRAWN BY: EGT
 CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:


 JAMES L. RICKMAN, PSM #5633

SKETCH OF DESCRIPTION



SHEET 2 OF 2



16 EAST PLANT STREET
Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
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3. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH-SOUTH CENTERLINE OF SECTION 15-24-31 AS HAVING AN ASSUMED BEARING OF SOUTH 00°55'56" EAST.

JOB NO. 20130003	CALCULATED BY: EGT
DATE: SEPTEMBER 15, 2014	DRAWN BY: EGT
SCALE: 1 INCH = 200 FEET	CHECKED BY: JLR
FIELD BY: N/A	