

## **OPTION AGREEMENT REGARDING WELLNESS WAY**

THIS OPTION AGREEMENT REGARDING WELLNESS WAY (this “**Agreement**”) is entered into as of the Effective Date (hereinafter defined) by and among ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, (“**County**”) whose principal place of business is 201 South Rosalind Avenue, Orlando, Florida, 32801, the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, (“**City**”) whose principal place of business is 400 South Orange Avenue, Orlando, Florida, 32801, and LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, (“**Buyer**”) whose principal place of business is 315 West Main Street, Tavares, Florida, 32778. County and City may, collectively, sometimes hereafter be referred to as “**Conserv**”. Conserv and Buyer are each a “**Party**” and may, collectively, sometimes hereafter be referred to as the “**Parties**”.

### **RECITALS**

A. Conserv operates a reclaimed water distribution system in parts of Orange and Lake Counties commonly referred to as “**Water Conserv II**”.

B. Conserv owns the Conserv Property (hereinafter defined), with County and City each owning a fifty percent (50%) undivided interest in the Conserv Property. Conserv also owns other lands in Orange and Lake Counties, including other lands contiguous to the Conserv Property.

C. Portions of the Conserv Property have previously been identified as appropriate for the location of a new four-lane road (urban in part, and rural in part), commonly known as Wellness Way, which roadway is proposed to run in a general east-west alignment, extending from the current western terminus of New Independence Parkway at Avalon Road in Orange County to U.S. Hwy. 27 in Lake County, as generally depicted on the Concept Plan (hereinafter defined) (“**Wellness Way**”).

D. Buyer has requested Conserv to sell to Buyer those portions of the Conserv Property required as public right-of-way for the construction and operation of Wellness Way, as such portions are hereafter to be determined by the DE&P (hereinafter defined) and to be reflected in the Plans (hereinafter defined) (“**Wellness Way ROW**”).

E. County, pursuant to its home rule power and Section 125.38, Florida Statutes (2020), upon an application by the United States, any department or agency thereof, the State of Florida, any political subdivision or agency thereof, any municipality of the State of Florida, or any corporation or organization not for profit organized for the purposes of promoting community interest and welfare, has authority to determine that certain County property is not needed for County purposes but is needed for the applicant’s use, and to convey such County property, for nominal price or otherwise, to such applicant.

F. Buyer is able to receive County property by way of Section 125.38, Florida Statutes (2020).

G. On even date herewith, the Orange County Board of County Commissioners (the “**Board**”) has determined that the Wellness Way ROW is no longer needed for County and Water Conserv II purposes. The Wellness Way ROW has also been determined by Conserv to be surplus land not required to accommodate the long-range objectives of Water Conserv II with respect to water management and storage.

H. On even date herewith, the Board has determined that it is in the best interest of County and Water Conserv II to sell the Wellness Way ROW to Buyer for Wellness Way.

I. The Parties agree that the sale of the Wellness Way ROW to Buyer for Wellness Way is in the public interest.

J. Buyer desires to purchase, and Conserv desires to sell, the Wellness Way ROW in accordance with Section 125.38, Florida Statutes (2020), and on those terms and conditions more particularly set forth in this Agreement, County will comply with all requirements of Section 125.38, Florida Statutes (2020), to effectuate the sale.

K. In accordance with the terms of this Agreement, Conserv has agreed to grant to Buyer an exclusive option to purchase the Wellness Way ROW.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, Conserv hereby agrees to grant to Buyer an exclusive option to purchase the Wellness Way ROW in accordance with the following terms and conditions:

1. Recitals; Definitions. The recitals set forth above are true and correct and are hereby incorporated into the terms of this Agreement. As used herein, the following terms shall have the definitions set forth below:

1.1 City Deed Form. The form of city deed set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference.

1.2 Concept Plan. That certain conceptual plan and preliminary alignment for Wellness Way set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference.

1.3 Conserv Property. Collectively, the lands currently bearing: (i) Orange County Property Appraiser’s parcel identification number 19-23-27-0000-00-006; (ii) Orange County Property Appraiser’s parcel identification number 19-23-27-0000-00-007; (iii) Orange County Property Appraiser’s parcel identification number 19-23-27-0000-00-010; (iv) Lake County Property Appraiser’s parcel number 24-23-26-000100000700; and (v) Lake County Property Appraiser’s parcel number 23-23-26-000200000200.

1.4 County Deed Form. The form of county deed set forth in **Exhibit “C”** attached hereto and incorporated herein by this reference.

1.5 DE&P. The design, engineering, and permitting of Wellness Way, including obtaining and paying for any mitigation required for the Project, if required.

1.6 Lake ROW. That portion of the Wellness Way ROW located within Lake County, Florida.

1.7 Orange ROW. That portion of the Wellness Way ROW located within Orange County, Florida.

1.8 Plans. The plans, designs, specifications, and drawings for the Project, including but not limited to all construction and engineering plans.

1.9 Project. The design, engineering, permitting, and construction of Wellness Way.

2. Grant of Option. Conserv hereby grants and conveys to Buyer the exclusive option (the “**Option**”) to purchase the Wellness Way ROW in accordance with the terms and conditions of this Agreement.

3. Purchase Price. If Buyer elects to exercise the Option, then the purchase price to be paid by Buyer to Conserv for the Wellness Way ROW will be based upon: (i) the acreage ultimately contained in the Orange ROW (as determined by the sketches of description for the Orange ROW to be agreed upon as described below) multiplied by the per acre value of the Orange ROW (as set forth below) (“**Orange Purchase Price**”); and (ii) the acreage ultimately contained in the Lake ROW (as determined by the sketches of description for the Lake ROW to be agreed upon as described below) multiplied by the per acre value of the Lake ROW (“**Lake Purchase Price**”).

3.1 Per Acre Price Defined and Fixed; Acreages to be Determined. The value of the Orange ROW is Forty Five Thousand and No/100 U.S. Dollars (\$45,000.00) per acre, based on the average of two appraisals obtained by Conserv in 2018. The value of the Lake ROW is Fifteen Thousand and No/100 U.S. Dollars (\$15,000.00) per acre, based on the average of two appraisals obtained by Conserv in 2018. For avoidance of doubt, the values of the Orange ROW and the Lake ROW set forth above are fixed and shall not change after the Effective Date (except by amendment to this Agreement). However, the actual acreages of the Orange ROW and the Lake ROW are dependent upon the sketches of description for the Wellness Way ROW to be agreed upon by the Parties after the Effective Date (as described below); as such, such acreages may change after the Effective Date.

3.2 Sample Calculation. For reference and illustrative purposes only, the Lake ROW is presently projected to include approximately 49.7 acres and the Orange ROW is presently projected to include approximately 13.2 acres; based on such projections, the Orange Purchase Price is projected to be approximately \$594,000 (calculated as 13.2 acres x \$45,000 per acre) and the Lake Purchase Price is projected to be approximately \$745,500 (calculated as 49.7 acres x \$15,000 per acre).

3.3 Pass-Through Funding. Conserv acknowledges that: (i) Buyer

presently does not intend to purchase the Orange ROW using Lake County funds; and (ii) Buyer may obtain funding for the Orange Purchase Price attributable to the Orange ROW pursuant to one or more separate agreements between Buyer and third parties (“**Pass-Through Funding**”). If Buyer elects to use Pass-Through Funding, then any such Pass-Through Funding shall be remitted by such third parties to Buyer pursuant to the terms of such separate agreements, whereupon Buyer shall remit such Pass-Through Funding to Conserv as part of the Orange Purchase Price in accordance with the provisions of Subsection 6.1 below.

#### 4. Instruments of Conveyance.

4.1 County Deeds and City Deeds – Orange ROW. If Buyer exercises the Option as to the Orange ROW, a total of two (2) instruments will be executed and recorded to reflect the conveyance of the Orange ROW:

a. Except as set forth in Subsection 4.3(a) below, County shall convey its interest in the Orange ROW to Buyer by county deed, in the form of the County Deed Form (the “**County Deed – Orange**”).

b. Except as set forth in Subsection 4.3(b) below, City shall convey its interest in the Orange ROW to Buyer by city deed, in the form of the City Deed Form (the “**City Deed – Orange**”).

4.2 County Deeds and City Deeds – Lake ROW. If Buyer exercises the Option as to the Lake ROW, a total of two (2) instruments will be executed and recorded to reflect the conveyance of the Lake ROW:

a. County shall convey its interest in the Lake ROW to Buyer by county deed, in the form of the County Deed Form (the “**County Deed – Lake**”).

b. City shall convey its interest in the Lake ROW to Buyer by city deed, in the form of the City Deed Form (the “**City Deed – Lake**”).

c. The County Deed – Orange and the County Deed – Lake are hereinafter, collectively, referred to as the “**County Deeds**”. The City Deed – Orange and the City Deed – Lake are hereinafter, collectively, referred to as the “**City Deeds**”.

4.3 Direct Deed Option – Orange ROW. Simultaneously with Buyer’s delivery of, and as part of, the Option Notice (hereinafter defined) applicable to the Orange ROW, Buyer may, but shall not be required to, direct Conserv to convey the Orange ROW to County, instead of Buyer, as part of this transaction (the “**Direct Deed Option**”). In the event that Buyer does not elect the Direct Deed Option as part of such Option Notice, then Buyer’s right to elect the Direct Deed Option shall be deemed waived. If Buyer elects the Direct Deed Option, then:

a. the County Deed Form shall not be used for the County Deed – Orange and instead the County Deed – Orange shall (for all purposes under this Agreement) be a notice of reservation, prepared by County in accordance with County’s

internal processes and procedures, to reflect a transfer of control of County's interest in the Orange ROW from the Orange County Utilities Department to the Orange County Public Works Department; and

b. the City Deed – Orange shall be altered from the attached City Deed Form in the following respects: (i) County, not Buyer, shall be the grantee of the City Deed – Orange; (ii) the last paragraph on the first page of the City Deed Form shall be deleted from the City Deed – Orange; and (iii) Exhibits “B” and “C” of the City Deed Form shall be omitted from the City Deed – Orange.

5. Exercise of Option. Following satisfaction (or waiver) of all Contingencies, Buyer may, but shall not be required to, exercise the Option, in whole or in part, by delivering one or more written notices to Conserv of Buyer's intent to purchase all or a portion of the Wellness Way ROW (each, an **“Option Notice”**). At Buyer's election, Buyer's first Option Notice may exercise the Option as to all of the Wellness Way ROW, or just as to the Orange ROW or the Lake ROW. If Buyer elects to initially exercise the Option just as to the Orange ROW or the Lake ROW, Buyer may subsequently exercise the Option as to the other portion of the Wellness Way ROW by sending a second, separate Option Notice. In the event that Buyer is electing the Direct Deed Option for the Orange ROW, then the Option Notice applicable to the Orange ROW shall also provide notice to Conserv that Buyer is electing the Direct Deed Option.

5.1 Time to Exercise. Notwithstanding the foregoing, all Option Notices must be delivered to Conserv within five (5) calendar years after the Effective Date, (the **“Outside Option Date”**) after which Buyer's right to exercise the Option (in whole, or as to any part of the Wellness Way ROW not yet acquired) shall terminate.

5.2 Execution of Deeds. Following receipt of an Option Notice: (i) County shall promptly proceed to cause the County Deed, or County Deeds (as applicable), to be executed by County in accordance with County's internal processes and procedures; and (ii) City shall promptly proceed to cause the City Deed, or City Deeds (as applicable), to be executed by City in accordance with City's internal processes and procedures. The Parties hereby acknowledge that County execution of the County Deeds (and, if Buyer elects the Direct Deed Option, County's acceptance of the City Deed – Orange) will require consent agenda approval by the Board.

5.3 Conveyance Notice. Once the required County Deed(s) and the City Deed(s), as applicable, have been fully executed by County and City, respectively, Conserv shall provide notice to Buyer that Conserv is ready to convey the Orange ROW and/or the Lake ROW, as applicable, to Buyer in accordance with this Agreement (a **“Conveyance Notice”**). A Conveyance Notice shall also set forth the amount of the Orange Recording Fees (hereinafter defined) and/or the amount of the Lake Recording Fees (hereinafter defined), as applicable, due from Buyer pursuant to Subsection 6.1 below.

6. Conveyance.

6.1 Buyer Obligations. Within sixty (60) days after delivery of a Conveyance Notice, Buyer shall:

a. Purchase Price – County. Deliver to County one-half (1/2) of the Orange Purchase Price (calculated as set forth in Section 3 above) and/or Lake Purchase Price (calculated as set forth in Section 3 above), as applicable, in the form a cashier's check, drawn on a local bank, payable to County.

b. Purchase Price – City. Deliver to City one-half (1/2) of the Orange Purchase Price (calculated as set forth in Section 3 above) and/or Lake Purchase Price (calculated as set forth in Section 3 above), as applicable, in the form a cashier's check, drawn on a local bank, payable to City.

c. Recording Fees – Orange. If the Orange ROW is then being conveyed, deliver to County a separate check, payable to the Orange County Comptroller, in an amount equal to record the County Deed – Orange and the City Deed – Orange, including documentary stamp tax, if applicable (the “**Orange Recording Fees**”).

d. Recording Fees – Lake. If the Lake ROW is then being conveyed, deliver to County a separate check, payable to the Lake County Clerk of Court, in an amount equal to record the County Deed – Lake and the City Deed – Lake, including documentary stamp tax, if applicable (the “**Lake Recording Fees**”).

e. The Parties agree that the closing and conveyances for the Lake ROW and Orange ROW may occur at and on separate dates and times.

6.2 Conserv Obligations. Within ten (10) business days after satisfaction of the obligations of Buyer described in Subsection 6.1 above, Conserv shall, as applicable: (i) if the Orange ROW is then being conveyed, cause the County Deed – Orange and the City Deed – Orange to be recorded in the Official Records of Orange County, Florida; and/or (ii) if the Lake ROW is then being conveyed, cause the County Deed – Lake and the City Deed – Lake to be recorded in the Official Records of Lake County, Florida. Electronic copies of the recorded County Deed(s) and City Deed(s), as applicable, will be delivered to Buyer by Conserv when available post-recording (collectively, “**Conveyance**”).

6.3 Other Expenses. For avoidance of doubt, except as otherwise expressly set forth in this Agreement, Buyer shall pay for all costs and expenses to be incurred for and/or in connection with the performance of the transaction, the completion of the Option, and the sale of the Wellness Way ROW (or portion(s) thereof, as applicable), as contemplated herein. Subject to the provisions of Subsection 3.3 above, Buyer may use Pass-Through Funding for such costs and expenses. Each Party shall pay its own attorney and legal fees, costs, and expenses. The Parties acknowledge that, if Buyer does not assign its rights and obligations under this Agreement pursuant to Section 9 below, as a conveyance from a state agency or instrumentality to an agency of the state, no documentary stamp tax will be due on this transaction per F.A.C. 12B-4.014(10).

6.4 Taxes; Proration. There shall be no payment by Conserv or proration between Buyer and Conserv of taxes, charges, or assessments applicable to the

Wellness Way ROW, if any; Buyer shall acquire title to the Wellness Way ROW subject to all taxes, charges, or assessments applicable to the Wellness Way ROW, if any.

7. Contingencies.

7.1 Contingencies Defined. Buyer's right to exercise the Option and send an Option Notice, and Conserv's obligation to convey all or any part of the Wellness Way ROW to Buyer, is contingent upon and subject to those matters specifically set forth hereinafter in this Subsection 7.1 (the "**Contingencies**"):

a. Conserv and Buyer shall have approved both a legal description and sketch of description for the Orange ROW (the "**Orange Sketch**") and a legal description and sketch of description for the Lake ROW (the "**Lake Sketch**" and, together with the Orange Sketch, the "**Sketches**"), which Sketches shall include the exact acreage determination of the Orange ROW and the Lake ROW, respectively. Buyer, at no cost or expense to Conserv, shall be responsible for the initial preparation of the Lake Sketch and delivery of the same to Conserv for review as part of the DE&P of the Lake ROW. Conserv shall not unreasonably withhold, condition, or delay its approval of the Sketches; provided, however, without limiting the generality of the foregoing, it shall be reasonable for Conserv to withhold its approval of the Sketches if any of the following is true: (i) the Sketches are inconsistent with any of the Design Standards (as defined below), including without limitation the Design Standards concerning width and alignment of the Wellness Way ROW; (ii) the Sketches are inconsistent with the DE&P; (iii) the DE&P has not yet advanced to stage of completion at which Conserv can reasonably assess whether or not the Sketches will be consistent with the final DE&P and Project right-of-way needs; and/or (iv) the Sketches objectively contain technical defects. For avoidance of doubt, Conserv shall have no responsibility to prepare, or to incur any cost or expense with respect to, the Sketches.

b. In the event that Buyer does not elect the Direct Deed Option as part of the Option Notice applicable to the Orange ROW, there shall be one or more fully-executed agreements in effect between County and Buyer (and/or between County and third parties) that provide a binding obligation that the Orange ROW, following completion of construction of the first two lanes of Wellness Way within the Orange ROW, will be conveyed to County (at no cost or expense to County) for County's ownership and maintenance of the same as public right-of-way.

7.2 Waiver of Contingencies. Any Contingency may be waived, lessened, or otherwise removed from this Agreement at any time upon the written agreement of Conserv and Buyer. The Manager of the Orange County Real Estate Management Division is hereby authorized, on behalf of County, to waive Contingencies and furnish notices pursuant to this paragraph; the City of Orlando Real Estate Manager is hereby authorized, on behalf of City, to waive Contingencies and furnish notices pursuant to this paragraph.

7.3 Effect of Failure of Contingency. If all Contingencies have not been satisfied (by the person responsible for the satisfaction of the same) or waived in writing

by agreement of Conserv and Buyer on or before the Outside Option Date, then this Agreement shall terminate.

8. DE&P and Construction. Buyer or its designee, at no cost or expense to Conserv, shall be responsible for the DE&P of the portion of Wellness Way located in Lake County. Buyer is not under an obligation by way of this Agreement to utilize Buyer's funds for DE&P and construction of the portion of Wellness Way located in Orange County; provided, however, such lack of obligation on the part of Buyer shall not have any impact on the interpretation or meaning of the express terms and conditions of the Re-conveyance Agreement (as defined below) to be set forth in the County Deed(s) and City Deed(s). For avoidance of doubt, Buyer agrees that (except as otherwise subsequently agreed to by Conserv, County, and/or City) none of Conserv, County, or City shall have any responsibility for the DE&P, for the Plans, for the construction of Wellness Way, or for any costs or expenses associated with such DE&P, Plans, and/or construction.

8.1 Plan Review. Plans will be submitted to Conserv for review and approval at the 30%, 60%, 90%, and 100% stages of completion. At each stage, such Plans will be submitted to Conserv for review and comment prior to the submission of the Plans to the applicable governmental authorities for approval. Upon receipt of each stage of the Plans, Conserv shall notify Buyer within 30 days after submission of its approval or disapproval of such set of Plans, and, if disapproved, the specific reasons for such disapproval and the modifications deemed necessary by Conserv in order for such set of Plans to be acceptable (a "**Disapproval Notice**"). Conserv's approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, without limiting the generality of the foregoing, it shall be reasonable for Conserv to withhold its approval of any set or stage of Plans if any of the following is true: (i) the Plans are inconsistent with any of the Design Standards (as defined below); (ii) construction and/or operation of the Project, as reflected in the DE&P and/or Plans, would materially and adversely affect the operations of Water Conserv II; and/or (iii) the Plans objectively contain technical defects.

8.2 Revised Plans. In the event Conserv delivers a Disapproval Notice to Buyer, whether pursuant to Subsection 8.1 above or this Subsection 8.2, the applicable stage of Plans shall be revised to address Conserv's reasonable concerns or objections and shall be resubmitted to Conserv for re-review prior to the submission of such revised set of Plans to the applicable governmental authorities for approval. Upon receipt of any revised set of Plans, Conserv shall review the same and notify Buyer of its approval of such revised set of Plans or deliver to Buyer a Disapproval Notice.

8.3 Approved Plans. Subsequent to obtaining Conserv's approval of any stage of Plans (the "**Approved Plans**"), the Approved Plans may be submitted to the applicable governmental authorities in order to obtain the necessary governmental approvals (including construction permits) to construct the Project. In the event any material changes are made to any set of Approved Plans after submission of same to the governmental authorities, such materially revised Approved Plans shall be resubmitted to Conserv for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed, and the Parties shall undertake again the review and approval



process set forth in Subsection 8.2 above until the revised Approved Plans are approved by Conserv.

8.4 Design Standards. The Parties hereby agree that the DE&P and Plans will include, and Wellness Way will be constructed consistent with, the following elements (the “**Design Standards**”) unless otherwise hereafter agreed to by the Parties in a separate writing:

a. The width of the Wellness Way ROW shall at no point exceed two hundred (200) feet, with the exception of harmonizing grading if necessary. Subject to and in accordance with County’s and City’s respective internal processes and procedures (which, in the case of County, will require consent agenda approval by the Board), and upon written request from Buyer following a Conveyance, Conserv will provide approval for harmonizing grading as a right of entry, in form and substance reasonably acceptable to all of the Parties, which right of entry shall be temporary in nature; Conserv will not receive compensation for the temporary use. Conserv shall have approval of the harmonizing with the Plan review approvals.

b. Except as set forth in the following sentence, Wellness Way shall be initially designed and initially constructed as a four-lane roadway. Alternatively, all or certain segments of Wellness Way may be initially constructed as a two-lane roadway, so long as: (i) the DE&P and Plans contemplated by this Agreement include the four-lane design; and (ii) any segments of Wellness Way initially constructed as a two-lane roadway are built in a manner that accommodates expansion to four lanes consistent with the DE&P and Plans.

c. The alignment of Wellness Way and the Wellness Way ROW will not materially deviate from the Concept Plan, unless agreed to by the Parties in an amendment to this Agreement.

d. The DE&P and Plans shall provide for one (1) approved point of access for the benefit of Conserv onto the Lake ROW (the “**Lake ROW Access Point**”) and one (1) approved point of access onto the Orange ROW (the “**Orange ROW Access Point**”). The Lake ROW Access Point and the Orange ROW Access Point are sometimes referred to as the “**Access Point(s)**”. Each Access Point shall be designed to accommodate the safe crossing of Wellness Way by construction and maintenance vehicles operated by Conserv, its contractors, consultants, and employees, and shall be required to be controlled by an on-demand traffic signal (controlled by Conserv) that normally operates in a flashing yellow mode unless there is a needed crossing of either Access Point, in which case it turns red. As a break in, but connected to, the security fencing (discussed below), the DE&P and Plans shall provide for automatic traffic gates on both sides of each Access Point/Wellness Way crossing, for a total of four (4) automatic gates. Specifications for the automatic traffic gates shall be provided by Conserv during the DE&P. Once constructed, each Access Point may be subsequently relocated upon mutual approval of the Parties and at the expense of the Party seeking such relocation.

e. The DE&P and Plans shall reflect security fencing along the Wellness Way ROW, as requested by Conserv. Any such security fencing shall be similar to that currently used by Conserv in Lake County and shall be constructed just outside of said Wellness Way ROW. Once constructed as part of the Project, such security fencing will be owned and maintained by Conserv.

f. The DE&P and Plans shall provide for utility easements in favor of Conserv within the Wellness Way ROW, including crossings, as requested by Conserv; provided, however, that any such easements are subordinate to the public road right-of-way.

g. The DE&P and Plans shall provide for casing, or other mutually agreeable protection, of all existing Conserv pipes within and/or crossing the Wellness Way ROW.

h. The DE&P and Plans shall provide for one (1) crossing of a one (1) billion gallon reservoir, with a maximum berm design elevation of 110 feet NGVD (National Geodetic Vertical Datum of 1929), which reservoir is proposed to be constructed by Conserv within the Conserv Property and/or other lands owned by Conserv in the vicinity of the Conserv Property. If required by such crossing of the reservoir, the DE&P and Plans shall provide (per Conserv's design requirements) for a berm/elevated roadway across the reservoir area, including culverts to allow water flow between lobes of the reservoir.

8.5 Survival. All terms and provisions of this Section 8, and all subsections of said section, shall survive the Conveyance(s).

9. Assignment. Except as otherwise set forth in this Section 9 (or in Subsection 4.3 above), neither this Agreement, nor any right or obligation of any Party, may be assigned, delegated, or otherwise transferred, in whole or in part, without the express written consent of all Parties. Notwithstanding the foregoing, prior to Buyer's delivery of its first Option Notice, Buyer's rights and obligations under this Agreement shall be once assignable in accordance with the following terms:

9.1 The assignment shall be in writing.

9.2 Buyer shall provide notice of the assignment and a copy of the written assignment instrument to Conserv within ten (10) days after full execution of the same by both Buyer and assignee.

9.3 The assignment must include all of Buyer's rights and obligations under this Agreement; no partial assignment of Buyer's rights or obligations shall be permitted.

9.4 The assignee must be a legal person (other than a "corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare") eligible to apply for and receive County property under Section 125.38, Florida Statutes.

9.5 Buyer's rights and obligations under this Agreement may only be assigned once. After Buyer has assigned Buyer's rights and obligations under this Agreement pursuant to this Section 9, Buyer's assignee may not further assign, delegate, or otherwise transfer this Agreement, or any right or obligation of Buyer or such assignee, in whole or in part, without the express written consent of all Parties (or except as otherwise set forth in Subsection 4.3 above).

10. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the Party's name below, or to such other address or to such other person as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

As to County: Orange County Administrator  
Orange County Administration Building  
201 S. Rosalind Ave.  
5th Floor  
Orlando, FL 32802-1393

With a copy to: Orange County Utilities  
9150 Curry Ford Rd.  
Orlando, FL 32825-7600  
Attn: Director

With a copy to: Orange County Real Estate Management Division  
400 E. South St.  
5th Floor  
Orlando, FL 32801-2816  
Attn: Manager

As to City: City of Orlando  
400 S. Orange Ave.  
Orlando, FL 32801-3360  
Attn: Director of Public Works

As to Buyer: Lake County Manager  
P.O. Box 7800  
Tavares, FL 32778-7800

With a copy to: Lake County Public Works  
P.O. Box 7800  
Tavares, FL 32778-7800  
Attn: Public Works Director

The Manager of the Orange County Real Estate Management Division is hereby

authorized, on behalf of County, to furnish any notice required or allowed under this Agreement; the City of Orlando Real Estate Manager is hereby authorized, on behalf of City, to furnish any notice required or allowed under this Agreement.

11. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

12. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13. Remedies and Enforcement. The Parties expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

13.1 Limitations on Conserv's Remedies. Upon any failure by Buyer to perform its obligations under this Agreement, Conserv shall be limited strictly to only the following remedies:

- a. an action for specific performance or injunction; or
- b. an action for declaratory judgment regarding the rights and obligations of the Parties; or
- c. the right to terminate this Agreement; or
- d. any combination of the foregoing.

13.2 Limitations on Buyer's Remedies. Upon any failure by Conserv to perform its obligations under this Agreement, Buyer shall be limited strictly to only the following remedies:

- a. an action for specific performance or injunction; or
- b. an action for declaratory judgment regarding the rights and obligations of the Parties; or
- c. the right to terminate this Agreement; or
- d. any combination of the foregoing.

13.3 Waiver of Attorney and Legal Fees; Venue; Waiver of Jury Trial. The Parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. The Parties expressly agree that each Party shall bear the cost of its own attorneys' and legal fees, and all other costs, for any action (including all appeals) arising out of or in connection with this Agreement. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The Parties

expressly waive their respective rights to trial by jury.

13.4 Deed Remedies. For avoidance of doubt, the provisions of Section 13.1 above shall not be applicable to the County Deeds and/or the City Deeds; County and/or City, respectively, shall have all remedies available at law or in equity to enforce the covenants, conditions, restrictions, and Buyer's duties and obligations set forth in the County Deeds and the City Deeds, respectively.

13.5 Survival. All terms and provisions of this Section 13, and all subsections of said section, shall survive the Conveyance(s).

14. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

15. Disclaimer of Third Party Beneficiaries. No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal Party hereto.

16. Construction. This Agreement shall not be construed against any Party on the basis of it being the drafter of this Agreement. The Parties agree that each played an equal part in negotiating the terms and conditions of this Agreement.

17. Headings. The caption, section, subsection, and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the Parties with respect to the subject matter hereof.

19. Counterparts. This Agreement and any amendment(s) may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

20. Application of Section 125.38, Florida Statutes. The sale of County's interest in the Wellness Way ROW pursuant to this Agreement shall be deemed to be a sale of County property pursuant to Section 125.38, Florida Statutes (2020). The execution of this Agreement by Buyer, and the recitals of this Agreement set forth above, shall constitute Buyer's application required by Section 125.38, Florida Statutes (2020). Prior to the Effective Date (or on even date herewith), County has adopted that resolution required by Section 125.38, Florida Statutes (2020), to authorize the sale of County's interest in the Wellness Way ROW as contemplated in this Agreement.

21. Commissions. Each Party warrants to the other Parties that the transaction contemplated by this Agreement is a direct transaction between Conserv and Buyer without the use of a broker or commissioned agent.

22. Sovereign Immunity. No provision of or in this Agreement shall be construed as a waiver of sovereign immunity or limits of liability by County, Buyer, or City, including their respective commissioners, officers, employees, or agents, as set forth in Section 768.28, Florida Statutes (2020).

23. Calculation of Time Periods. Unless otherwise specified, in computing 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 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

24. No Waiver. 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 provisions of this Agreement.

25. Survival; Effect of Termination. Neither this Agreement, nor any term or provision hereof, shall survive once Conveyance of all of the Wellness Way ROW has occurred hereunder, except as specifically provided herein. Upon any termination of this Agreement, 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.

26. No Recording. Neither this Agreement, nor any memorandum hereof, shall be recorded in the public records of any county.

27. AS-IS SALE. Except to the extent specifically set forth herein, Conserv makes and shall make no representation or warranty, express or implied, regarding the condition, operability, safety, or fitness for intended purpose or use of the Wellness Way ROW. Buyer specifically acknowledges and agrees that except as otherwise specifically set forth herein to the contrary, Conserv shall convey and Buyer shall accept the Wellness Way ROW on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that, except as otherwise specifically set forth herein to the contrary, Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Conserv and/or Conserv's board, staff, counsel, employees, and/or other agents, as to any matters concerning the Wellness Way ROW except as specifically set forth in this Agreement, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Wellness Way ROW; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Wellness Way ROW; (iv) the development potential of the Wellness Way ROW; (v) the Wellness Way ROW's value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Wellness Way ROW for any particular use or purpose; (vii)

the zoning or other legal status of the Wellness Way ROW or any other public or private restrictions on the use of the Wellness Way ROW; (viii) the compliance of the Wellness Way ROW or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Wellness Way ROW; (ix) the presence of hazardous or toxic materials on, under, or about the Wellness Way ROW or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements included in the Wellness Way ROW; (xi) any service contracts, guarantees or warranties, or other agreements affecting the Wellness Way ROW; (xii) the economics of the transfer of the Wellness Way ROW; (xiii) the freedom of the Wellness Way ROW from latent or apparent vices or defects; (xiv) peaceable possession of the Wellness Way ROW; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Wellness Way ROW. Buyer shall not have any rights or claims whatsoever against Conserv or Conserv's board, staff, counsel, employees, or other agents, for damages, rescission, or reduction or return of the Orange Purchase Price and/or Lake Purchase Price because of any matter not represented or warranted by Conserv contained in this Agreement, and all such rights and claims are hereby expressly waived by Buyer. The terms and provisions of this Section shall survive both the Conveyance of, and/or any termination of, this Agreement.

28. Effective Date. The effective date of this Agreement (the “**Effective Date**”) shall be latest of: (i) the date this Agreement is executed by Buyer; (ii) the date this Agreement is executed by City; (iii) the date this Agreement is executed by County; (iv) the date this Agreement is approved by the Board; and (v) the “Closing Date” (as defined in the Exchange Agreement (hereinafter defined)). Notwithstanding anything in this Agreement to the contrary, this Agreement shall not take effect, and this Agreement shall be null and void and of no force or effect, if the “Closing Date” (as defined in the Exchange Agreement (hereinafter defined)) of the Exchange Agreement does not occur on or before December 31, 2021. As used in this Section 28, the “Exchange Agreement” shall mean and refer to that certain “Land Exchange Agreement (Wellness Way/Conserv)” with an effective date of June 18, 2019, by and among South Lake Crossings IV LLC, a Florida limited liability company, (“**SLC**”) CPB Hilltop, LLC, a Florida limited liability company, (“**Hilltop**”) County, and City, providing for, among other terms and conditions, the conveyance by SLC and Hilltop to Conserv of certain lands consisting of approximately 308 acres in the vicinity of the Lake ROW in exchange for the conveyance by Conserv to SLC and Hilltop of certain other lands consisting of approximately 247.25 acres also in the vicinity of the Lake ROW.

*(signature pages and exhibits follow)*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

**“COUNTY”**

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name



**“CITY”**

ATTEST:

CITY OF ORLANDO

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Buddy Dyer, Mayor

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY for use and reliance by the City  
of Orlando, Florida, only

\_\_\_\_\_  
City Attorney  
Orlando, Florida

## OPTION AGREEMENT REGARDING WELLNESS WAY\_2020

ATTEST:

**“BUYER”**

LAKE COUNTY, FLORIDA, through its  
Board of County Commissioners

\_\_\_\_\_  
Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida

\_\_\_\_\_  
Leslie Campione, Chairman

Approved as to form and legality:

Date: \_\_\_\_\_

\_\_\_\_\_  
Melanie Marsh, County Attorney

S:\DOCUMENT\2020\PUBLIC WORKS\Wellness Way Option Agr\_ Karr and Conserv II and Orange Cnty\Option Agreement  
(Wellness Way)\_Conserv\_Lake 6.12.2020.docx

## EXHIBIT A

### **Proposed Alignment of Wellness Way/Concept Plan**

*(see attached one (1) instrument totaling one (1) page)*

**EXHIBIT B**

**Form of City Deed**

*(see attached one (1) instrument totaling five (5) pages)*

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

**This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.**

**CITY DEED**

THIS DEED, Made and executed the \_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_, by CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the state of Florida, whose address is 400 South Orange Avenue, Orlando, Florida, 32801, GRANTOR, to LAKE COUNTY, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida, 32778, GRANTEE.

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto said GRANTEE forever, all the right, title, interest, claim, and demand which GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the county of \_\_\_\_\_, state of Florida, to-wit:

**SEE ATTACHED SCHEDULE "A"**  
**(the "Property")**

**Property Appraiser's Parcel Identification Number(s):**

a portion of \_\_\_\_\_  
a portion of \_\_\_\_\_  
a portion of \_\_\_\_\_

SUBJECT TO all taxes, assessments, easements, reservations, and other matters of record, reference to which shall not operate to reimpose the same.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of GRANTEE forever.

THIS CONVEYANCE is made by GRANTOR and accepted by GRANTEE subject to the use restriction set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Use Restriction**"), and the agreement set forth in **Exhibit "C"** attached hereto and made a part hereof (the "**Re-conveyance Agreement**"), which Use Restriction and Re-Conveyance Agreement are made for the benefit of GRANTOR and the Orange County, Florida, a charter county and political subdivision of the state of Florida ("**County**"); County is hereby deemed an express third-party beneficiary with full enforcement rights with respect to the Use Restriction and Re-Conveyance Agreement.

*(signature page and exhibits follow)*

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

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

Signed, sealed, and delivered  
in the presence of:

CITY OF ORLANDO

Witnesses:

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
Denise Aldridge, City Clerk

\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM AND  
LEGALITY for the use and reliance  
of the City of Orlando, Florida only.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Chief Assistant City Attorney

\_\_\_\_\_  
Printed Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by the Mayor / Mayor Pro Tem, and Denise Aldridge, City Clerk, of the City of Orlando, a Florida municipal corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Notary Signature

**This instrument prepared by:**  
Paul Sladek, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

\_\_\_\_\_  
Printed Notary Name  
Notary Public in and for the  
county and state aforesaid

My commission expires:

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

## **SCHEDULE “A”**

### **Legal Description of Real Property**

*(legal description and sketch of description to be agreed upon prior to execution and recording,  
and attached hereto prior to recording,  
in accordance with Subsection 7.1(a) of the Agreement to which this form of deed is attached)*

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

## **EXHIBIT “B”**

### **Use Restriction**

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee’s agreement to limit and restrict the use of the Property to the Permissible Uses (hereinafter defined), unless the prior written consent of both Grantor and County is obtained for such other uses, which consent may be withheld or conditioned in Grantor’s and/or County’s sole and absolute discretion (the “**Use Restriction**”).

The Permissible Uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws, are: (i) public roadways; (ii) drainage associated with said public roadways; (iii) public utilities; and (iv) public recreational trails (the “**Permissible Uses**”); provided, however, that Permissible Uses are allowed only to the extent that they are consistent with and in compliance with the “DE&P”, the “Approved Plans”, and the “Design Standards”, as such three terms are used and defined in that certain unrecorded “Option Agreement Regarding Wellness Way” dated \_\_\_\_\_, 2020, among Grantor, Grantee, and County, as approved by the Orange County Board of County Commissioners on \_\_\_\_\_, 2020.

This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.



Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

## EXHIBIT "C"

### Re-Conveyance Agreement

In the event that, on or before the date that is ten (10) years after the recording of this deed in the Official Records of \_\_\_\_\_ County, Florida, construction of the first two lanes of Wellness Way (hereinafter defined) has not been completed, and/or the first two lanes of said Wellness Way have not been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property, then Grantee, upon written notice from Grantor or County, shall, at Grantee's sole cost and expense, execute and record in the Official Records of \_\_\_\_\_ County, Florida, a single county deed, substantially in the form provided by Section 125.411, Florida Statutes (2020), pursuant to which Grantee will convey all of Grantee's right, title, and interest in and to the Property back to Grantor and County (the "**Re-conveyance Agreement**").

As used in this deed, "**Wellness Way**" shall mean and refer to that certain proposed new four-lane road (urban, in part and rural in part) running in a general east-west alignment, extending from the current western terminus of New Independence Parkway at Avalon Road in Orange County to U.S. Hwy. 27 in Lake County.

The Re-conveyance Agreement is a right, not an obligation, of Grantor and County which may be exercised (or not) by Grantor or County in their sole and absolute discretion; provided, however, that the Re-conveyance Agreement (and the option of Grantor or County to demand that Grantee convey the Property back to Grantor and County) shall terminate at such time as construction of the first two lanes of Wellness Way is completed and the first two lanes of said Wellness Way have been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property.

In the event that Grantee conveys the Property back to Grantor and County pursuant to the Re-conveyance Agreement, then within thirty (30) days after the recording of the re-conveyance deed and Grantee providing the original of the same to Grantor and County, the person (Grantor or County, as applicable) that demanded Grantee to convey the Property back to Grantor and County shall remit the sum of \$ \_\_\_\_\_ to Grantee.

*(the blank line in the immediately preceding paragraph above shall be completed, prior to execution and recording, with the sum equal to the Orange Purchase Price or Lake Purchase Price, as applicable, as such Orange Purchase Price or Lake Purchase Price, as applicable, is calculated in accordance with Section 3 of the Agreement to which this form of deed is attached)*

This Re-conveyance Agreement shall run with title to the land, and shall be binding upon successors and assigns.

**EXHIBIT C**

**Form of County Deed**

*(see attached one (1) instrument totaling five (5) pages)*

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

**This document constitutes a conveyance from a state agency or instrumentality to an agency of the state and is not subject to documentary stamp tax. Department of Revenue Rule 12B-4.014(10), F.A.C.**

**COUNTY DEED**

THIS DEED, made as of the date signed below, by ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida, 32802-1393, GRANTOR, to LAKE COUNTY, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida, 32778, GRANTEE.

WITNESSETH: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto said GRANTEE forever, all the right, title, interest, claim, and demand which GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying, and being in the county of \_\_\_\_\_, state of Florida, to-wit:

**SEE ATTACHED SCHEDULE "A"**  
**(the "Property")**

**Property Appraiser's Parcel Identification Number(s):**

a portion of \_\_\_\_\_  
a portion of \_\_\_\_\_  
a portion of \_\_\_\_\_

SUBJECT TO all taxes, assessments, easements, reservations, and other matters of record, reference to which shall not operate to reimpose the same.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of GRANTEE forever.

THIS CONVEYANCE is made by GRANTOR and accepted by GRANTEE subject to the use restriction set forth in **Exhibit "B"** attached hereto and made a part hereof (the "**Use Restriction**"), and the agreement set forth in **Exhibit "C"** attached hereto and made a part hereof (the "**Re-conveyance Agreement**"), which Use Restriction and Re-Conveyance Agreement are made for the benefit of GRANTOR and the City of Orlando, a municipal corporation organized and existing under the laws of the state of Florida ("**City**"); City is hereby deemed an express third-party beneficiary with full enforcement rights with respect to the Use Restriction and Re-Conveyance Agreement.

*(signature page and exhibits follow)*

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

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 aforesaid.

(Official Seal)

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**This instrument prepared by:**

Paul Sladek, a staff employee  
in the course of duty with the  
Real Estate Management Division  
of Orange County, Florida

*(exhibits follow)*

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

## **SCHEDULE "A"**

### **Legal Description of Real Property**

*(legal description and sketch of description to be agreed upon prior to execution and recording,  
and attached hereto prior to recording,  
in accordance with Subsection 7.1(a) of the Agreement to which this form of deed is attached)*

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

## **EXHIBIT “B”**

### **Use Restriction**

The Property conveyed hereby is subject to and this conveyance is conditioned upon Grantee’s agreement to limit and restrict the use of the Property to the Permissible Uses (hereinafter defined), unless the prior written consent of both Grantor and City is obtained for such other uses, which consent may be withheld or conditioned in Grantor’s and/or City’s sole and absolute discretion (the “**Use Restriction**”).

The permissible uses on the Property, which shall be limited to the following and shall be subject to compliance with all applicable laws, are: (i) public roadways; (ii) drainage associated with said public roadways; (iii) public utilities; and (iv) public recreational trails (the “**Permissible Uses**”); provided, however, that Permissible Uses are allowed only to the extent that they are consistent with and in compliance with the “DE&P”, the “Approved Plans”, and the “Design Standards”, as such three terms are used and defined in that certain unrecorded “Option Agreement Regarding Wellness Way” dated \_\_\_\_\_, 2020, among Grantor, Grantee, and City, as approved by the Orange County Board of County Commissioners on \_\_\_\_\_, 2020.

This Use Restriction shall run with title to the land, and shall be binding upon successors and assigns.

Instrument: \_\_\_\_\_  
Project: Wellness Way Road Project

## EXHIBIT "C"

### Re-Conveyance Agreement

In the event that, on or before the date that is ten (10) years after the recording of this deed in the Official Records of \_\_\_\_\_ County, Florida, construction of the first two lanes of Wellness Way (hereinafter defined) has not been completed, and/or the first two lanes of said Wellness Way have not been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property, then Grantee, upon written notice from Grantor or City, shall, at Grantee's sole cost and expense, execute and record in the Official Records of \_\_\_\_\_ County, Florida, a single county deed, substantially in the form provided by Section 125.411, Florida Statutes (2020), pursuant to which Grantee will convey all of Grantee's right, title, and interest in and to the Property back to Grantor and City (the "**Re-conveyance Agreement**").

As used in this deed, "**Wellness Way**" shall mean and refer to that certain proposed new four-lane road (urban in part, and rural in part) running in a general east-west alignment, extending from the current western terminus of New Independence Parkway at Avalon Road in Orange County to U.S. Hwy. 27 in Lake County.

The Re-conveyance Agreement is a right, not an obligation, of Grantor and City which may be exercised (or not) by Grantor or City in their sole and absolute discretion; provided, however, that the Re-conveyance Agreement (and the option of Grantor or City to demand that Grantee convey the Property back to Grantor and City) shall terminate at such time as construction of the first two lanes of Wellness Way is completed and the first two lanes of said Wellness Way have been opened up for public travel, including but not limited to the portion of Wellness Way to be located within the Property.

In the event that Grantee conveys the Property back to Grantor and City pursuant to the Re-conveyance Agreement, then within thirty (30) days after the recording of the re-conveyance deed and Grantee providing the original of the same to Grantor and City, the person (Grantor or City, as applicable) that demanded Grantee to convey the Property back to Grantor and City shall remit the sum of \$\_\_\_\_\_. to Grantee.

*(the blank line in the immediately preceding paragraph above shall be completed, prior to execution and recording, with the sum equal to the Orange Purchase Price or Lake Purchase Price, as applicable, as such Orange Purchase Price or Lake Purchase Price, as applicable, is calculated in accordance with Section 3 of the Agreement to which this form of deed is attached)*

This Re-conveyance Agreement shall run with title to the land, and shall be binding upon successors and assigns.