

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

**LAWTON WHITEMAN LUTZ
Attention: Jason Whiteman, Esquire
102 NE 1st Avenue, Suite 200
Delray Beach, Florida 33444**

PARTIAL TERMINATION AND RELEASE OF DEVELOPER'S AGREEMENT

This **PARTIAL TERMINATION AND RELEASE OF DEVELOPER'S AGREEMENT** (this "**Partial Termination**") is made and entered into as of this ____ day of _____ 2023, by and between the **CITY OF ORLANDO**, a municipal corporation existing under the laws of the State of Florida (the "**City**"), **I DRIVE INVESTORS, LLC**, a Florida limited liability company, having an address at 500 South Dixie Highway, Suite 202, Coral Gables, Florida 33146 ("**IDrive**"), and **BSLN-FL-7 VO COMMERCIAL LLC**, a Delaware limited liability company, having an address at 7455 Emerald Dunes Drive, Suite 800, Orlando, Florida 32822 ("**BSLN**"), and together with the City and IDrive, the "**Parties**").

WITNESSETH:

WHEREAS, the City entered into that certain Developer's Agreement, recorded in Official Record Book 3436, Page 1475, of the public records of Orange County, Florida, with Thackeray Corporation, a Delaware corporation, dated October 24, 1983 (the "**Agreement**"), which Agreement encumbers certain real property located in Orange County, Florida, as more particularly described on **Exhibit "A"** attached hereto (the "**Overall Property**");

WHEREAS, IDrive is owner of a portion of the Overall Property, as more particularly described on, and bearing the Tax Parcel ID Number shown on, **Exhibit "B"** attached hereto and generally depicted on the map attached hereto as **Exhibit "C"** (the "**IDrive Property**");

WHEREAS, IDrive and BSLN entered into an Agreement for the Purchase and Sale of Real Property, as amended, dated July 13, 2023, under which a portion of the IDrive Property will be conveyed to BSLN and IDrive will retain the remainder of the IDrive Property;

WHEREAS, IDrive and BSLN desire that the Agreement is partially terminated as to the IDrive Property such that the IDrive Property is released and no longer subject to the Agreement and the City has agreed to partially terminate the Agreement as to the IDrive Property in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated by this reference.

2. **Release and Termination of Agreement.** Effective as of the recording of this Partial Termination, the Agreement is partially terminated as to the IDrive Property and the IDrive Property is hereby released therefrom, such that the IDrive Property is no longer subject to the Agreement and the Agreement shall no longer be an encumbrance upon the IDrive Property.

3. **Severability.** All provisions of this Partial Termination are intended to be severable. If any provision of this Partial Termination is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

4. **Successors and Assigns.** The terms and conditions of this Partial Termination shall apply to, bind and inure to the benefit of the successors in interest, successors in title, and assigns of the IDrive Property.

5. **Recording.** This Partial Termination shall be recorded in the Public Records of Orange County, Florida where the original Agreement was recorded.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Developers and the City have executed this Partial Release on the date set forth below, and this Partial Release shall have the effective date set forth in the first paragraph of this Partial Release.

I DRIVE INVESTORS LLC, a Florida limited liability company

By: Errata Florida, LLC, a Florida limited liability company Manager

By: _____
Victor Esteban Estrada Sierra, Manager

Date: _____

Signed in the presence of:

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2023, by Victor Esteban Estrada Sierra, as Manager of **ERRATA FLORIDA, LLC** and **I DRIVE INVESTORS, LLC**, a Florida limited liability company, on behalf of said entity, who is personally known to me or produced _____ for identification.

Date: _____, 2023

Notary Public
Printed/Typed Name: _____
My commission expires: _____

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

BSLN-FL-7 VO COMMERCIAL LLC, a Delaware limited liability company

By: BSLN, LLC, a Delaware limited liability company Manager

By: _____
Brock Nicholas, CEO and President

Date: _____

Signed in the presence of:

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____ 2023, by Brock Nicholas, as CEO and President of **BSLN, LLC** and **BSLN-FL-7 VO COMMERCIAL LLC**, a Delaware limited liability company, on behalf of said entity, who is personally known to me or produced _____ for identification.

Date: _____, 2023

Notary Public
Printed/Typed Name: _____
My commission expires: _____

[NOTARIAL SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

Attest:

Stephanie Herdocia, City Clerk

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

_____, 2023

Melissa C. Clarke
Assistant City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization this ____ day of _____ 2023, by
_____ and Stephanie Herdocia, the Mayor Pro Tem and City Clerk,
respectively, of the **CITY OF ORLANDO, FLORIDA**, who are both personally known to me.

Notary Public
Printed/Typed Name: _____
My commission expires: _____

[NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE OVERALL PROPERTY

The North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ less the South 30 feet of the West 2519.04 feet of Section 30, Township 23 South, Range 29 East, Orange County, Florida.

Subject to easements of record. Containing 78.176 acres more or less (including easements).

EXHIBIT "B"

LEGAL DESCRIPTION OF THE IDRIVE PROPERTY

Tax Parcel ID Number: 30-23-29-0000-00-005

N 1/2 OF NE 1/4 (LESS S 30 FT OF W 2519.04 FT) & (LESS RD R/W PER 10665/0606) & (LESS RD R/W PER 3616/1420) & (LESS PT DESC AS BEG AT NE COR OF SEC 30-23-29 TH S0-13-22E 1306.96 FT TH S89-50-55W 136.58 FT TH N0-10-19W 30 FT TH S89-50-55W 2519.04 FT TH N0-10-19W 735.81 FT TO POINT ON NON-TANGENT CURVE CONCAVE NWLY HAVING A RADIUS OF 687.53 FT A CENTRAL ANGLE OF 7-59-43 WITH A CHORD BEARING OF N24-17-28E 95.86 FT TH RUN NELY ALONG ARC OF CURVE 95.94 FT TO POINT ON A NON-TANGENT LINE TH S65-1-32E 50.81 FT TO POINT OF CURVATURE OF A CURVE CONCAVE NELY HAVING A RADIUS OF 1451 FT AND A CENTRAL ANGLE OF 25-3-23 WITH A CHORD BRG OF S77-33-45E 629.5 FT TH SELY ALONG ARC OF CURVE FOR A DISTANCE OF 634.55 FT TO A POINT OF TANGENCY TH N89-54-33E 90.91 FT TH N0-12-35W 619.6 FT TH S89-56-24E 1863.96 FT TO POB PER DOC 20190803477) OF SEC 30-23-29 & (LESS COMM AT THE NE CORNER SEC 30-23-29 TH N89-56-24W 1863.24 FT TO THE POB TH S00-12-35E 619.6 FT TH S89-54-33W 90.91 FT TO A POB CONCAVE NLY HAVING A RADIUS 1451 FT DELTA 06-52-05 CHORD BRG N86-39-24W AN ARC LENGTH 173.93 FT TH N00-25-42E 609.89 FT TH S89-56-24E 257.61 FT TO THE POB PER DOC# 20220232426)

Containing 5.82 acres more or less.

EXHIBIT "C"

MAP OF THE IDRIVE PROPERTY

IDrive Property Outlined in Black

