

# Appendix B

## Excerpts from Neighborhood Lakes Purchase Agreement and Warranty Deed

---

- B-1 Neighborhood Lakes Purchase Agreement (excerpts)
- B-2 Warranty Deed (excerpts)

Neighborhood Lakes Agreement

Project Name: \_\_\_\_\_

Folio/Tax ID No.: \_\_\_\_\_

**OPTION AGREEMENT FOR SALE AND PURCHASE**

THIS AGREEMENT is made this 17 day of December, 2006 between BARN, LLP, a Florida limited partnership, whose address is 6355 Metrowest Blvd., Ste 330, Orlando, Florida 32835 as "Seller" and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("Trustees"), whose address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, ST JOHNS RIVER WATER MANAGEMENT DISTRICT ("District") whose address is 4049 Reid Street, Palatka, Florida 32177, and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY ("Authority"), whose address is 525 South Magnolia Avenue, Orlando, Florida 32801. Trustees, District and Authority are sometimes collectively referred to herein as "Buyer". The Trustees' agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL")

1. GRANT OF OPTION

(a) Seller hereby grants to Buyer the exclusive option to purchase the real property located in Lake County, Florida, and Orange County, Florida as described in Exhibit "A", together with all timber, transferable development rights ("TDRs"), improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Buyer and is effective only if DSL gives written notice of exercise to Seller on or before the Option Expiration Date. In addition to the TDRs attributed to the Property in the appraisal referenced in paragraph 2.(a), the Seller and the Buyer hereby acknowledge and agree that sale of the Property includes all the TDRs owned by Seller pursuant to the Lake County Land Development Regulations regarding the Wekiva Protection Zone. The Seller hereby agrees all TDRs owned by Seller or attributable to the Property shall be conveyed to Buyer together with the Property and shall cooperate with Buyer as may be reasonably necessary to terminate and evidence the termination of such TDRs.

(b) A portion of the Property shall be conveyed and used by the Authority and/or the Florida Department of Transportation ("FDOT") as right of way for planned the Wekiva Parkway limited-access expressway project, which shall be more particularly determined and described as provided in Paragraph 9(c) below (the "Right of Way Property"). The parties acknowledge that Sellers have agreed to sell the Parkway Corridor property under threat of condemnation by the Authority. It is understood and agreed by all of the Parties that the Right of Way Property shall be used for a limited-access expressway project and appurtenant improvements and there shall be no right of access from abutting lands except as provided by Authority and/or FDOT at such interchange(s) and except for access to and from the District Property, the Trustees' Property and the Remainder Property under the expressway

*Handwritten initials*

attached hereto as Exhibit "B" (the "District Property Deed"), conveying marketable title to the District Property, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those items not objected to under paragraph 8; provided, however, that it is expressly agreed that the District Property Deed Property shall be subject to the restrictive covenant as set forth in Paragraph 31 below.

b) At closing, Seller shall execute and deliver to Authority a statutory warranty deed in accordance with the provisions of Section 689.02 Florida Statutes as attached hereto as Exhibit "C" (the "Parkway Corridor Deed"), conveying marketable title to the Parkway Corridor, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those items not objected to under paragraph 8; provided, however, that it is expressly agreed that the Parkway Corridor Deed shall be subject to the restrictive covenant as set forth in Paragraph 31 below.

c) At closing, Seller shall execute and deliver to Trustees a statutory warranty deed in accordance with the provisions of Section 689.02, Florida Statutes as attached hereto as Exhibit "D" (the "Trustees' Property Deed"), conveying marketable title to the Trustees' Property, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, items not objected to under paragraph 8; provided, however, that it is expressly agreed that the Trustees' Property Deed shall be subject to the restrictive covenant as set forth in Paragraph 31 below. As between the Authority and Trustees it is acknowledged and agreed that as soon as possible after the legal descriptions for the Right of Way Property and the Remainder Property have been approved by DSL and Authority and upon reimbursement by Trustees to Authority of the Advance Payment, the Authority shall deliver a Special Warranty Deed as attached hereto as Exhibit "E" (the "Remainder Property Deed") to the Trustees conveying the Remainder Property, in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except for those that were previously approved by Trustees prior to closing together with a title, possession, and lien affidavit acceptable in form and content to DSL. Notwithstanding the foregoing, it is understood and agreed by the District, the Trustees and the Authority that the Right of Way Property shall be used for a limited-access expressway project and appurtenant improvements and there shall be no right of access from abutting lands except as provided by Authority and/or FDOT and no rights to, on, over, upon or across the Right of Way Property shall be conveyed by the District Property Deed, Trustees' Property Deed or the Remainder Property Deed. The Remainder Deed and Right of Way Property Deed shall be subject to the restrictive covenant as set forth in Paragraph 31 below.

d) The Trustees, the District, and the Authority agree that for the purposes of determining the location and the acreage of the parcels referenced in this paragraph 9, all of the acreage located within the property shall be deemed to be of equal value.

10. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Buyer a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Buyer shall prepare the deeds described in paragraph 9, of this Agreement, Buyer's and Seller's closing statements and the title, possession and lien affidavit certified to Buyer and title insurer and an environmental affidavit on DSL form provided by DSL. The affidavits shall be substantially in form attached as Composite Exhibit "F"

LAE

SELLER

BARN, LLP

By: Seminole Investors as its General Partner

By: NRP, Ltd. as its General Partner

By: North American Capital Corporation as its General Partner

Karen M. Eaton  
Witness as to Seller

Karen M. Skelton  
Witness as to Seller

By: Nancy A. Rossman  
Nancy A. Rossman as President

59-3764528  
Social Security No. or F.E.I.N.

12/07/06  
Date signed by Seller

Phone No: 4075232323

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7 day of Dec., 2006 by Nancy A. Rossman as President of North American Capital Corporation as general partner of NRP, Ltd., as general partner of Seminole Investors, as general partner of BARN, LLP. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me
- produced a current driver license(s)
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

Karen M. Eaton  
Notary Public



SELLER

BARN, LLP

By: C & G INVESTMENT PROPERTIES, LLP  
A Florida limited partnership, General Partner

[Signature]  
Witness as to Seller

By: [Signature]  
William W. Cole, Jr.,  
as Co General Partner

[Signature]  
Witness as to Seller

12.6.06  
Date signed by Seller

Phone No: 407-629-4168

[Signature]  
Witness as to Seller

By: [Signature]  
Allan N. Goldberg,  
as Co General Partner

[Signature]  
Witness as to Seller

12/6/06  
Date signed by Seller

Phone No: 407-629-4168

F.E.I.N. 59-376452E

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Dec, 2006 by William W. Cole, Jr. and Allan N. Goldberg as Co-general partners C & G Investment Properties, LLP, a general partner of BARN, LLP. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me
- produced a current driver license(s)
- produced \_\_\_\_\_ as identification.

{NOTARY PUBLIC SEAL}

[Signature]  
Notary Public



BUYER

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE  
FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Jessie D. Johnson  
Witness as to Buyer

Avis G. Lockett  
Witness as to Buyer

By: [Signature]  
Name: Director  
As Its: EVA ARMSTRONG

12-7-06  
Date signed by Buyer

Approved as to Form and Legality

By: \_\_\_\_\_

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

Approved for Agenda  
Purposes Only

By: William C. Robinson  
DEP Attorney

Date: 12-7-06

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

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

The foregoing instrument was acknowledged before me this 8th day of December, 2006, by Eva Armstrong, Bureau of Land Acquisition, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Such person(s) (Notary Public must check applicable box).

- is/are personally known to me
- produced a current driver license(s)
- produced \_\_\_\_\_ as identification.

{ NOTARY PUBLIC SEAL }

Avis G. Lockett  
Notary Public



**Avis G. Lockett**  
Commission # DD341437  
Expires September 19, 2008  
Benevolent Trust Fund - Insurance, Inc. 800-365-7019

*hac*

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

By: [Signature]

Date: 12/2/06

[Signature]  
Witness as to Buyer

[Signature]  
Witness as to Buyer

STATE OF Florida

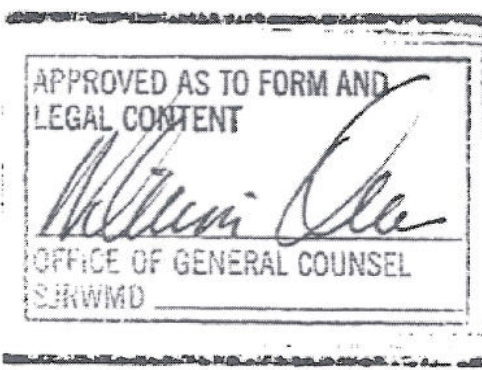
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December  
2006, by David J. ..., St. Johns River Water Management District. Such person(s)  
(Notary Public must check applicable box):

- is/are personally known to me
- produced a current driver license(s)
- produced \_\_\_\_\_ as identification.

{NOTARY PUBLIC SEAL}

[Signature]  
Notary Public



[Handwritten initials]

Agnes P. Slagter  
 Witness as to Buyer

Shirley Gibson  
 Witness as to Buyer

ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY

By [Signature]

Date 12/8/06

APPROVED AS TO FORM FOR  
 EXECUTION BY A SIGNATORY  
 OF THE ORLANDO-ORANGE COUNTY  
 EXPRESSWAY AUTHORITY

Legal Counsel: Broad and Cassel

By \_\_\_\_\_

Date \_\_\_\_\_

STATE OF FLORIDA

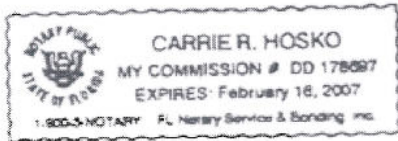
COUNTY OF DRAKE

The foregoing instrument was acknowledged before me this 8 day of DECEMBER, 2006, by MIKE SNYDER, Orlando-Orange County Expressway Authority. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me
- produced a current driver license(s)
- produced \_\_\_\_\_ as identification

(NOTARY PUBLIC SEAL)

[Signature]  
 Notary Public



*low*



CFN 2007032138  
Bk 03384 Pgs 2174 - 2180; (7pgs)  
DATE: 03/08/2007 09:44:42 AM  
JAMES C. WATKINS, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 61.00



FNSTR 20070147717  
OR BK 09147 PG 1851 PGS=7  
MARTHA O. HAYNIE, COMPTROLLER  
ORANGE COUNTY, FL  
03/08/2007 07:43:26 AM  
REC FEE 61.00

**Prepared By and Return To:**




Wendi McAleese  
American Government Services  
3812 W. Linebaugh Avenue  
Tampa, Florida 33618

This deed has been executed and delivered under the threat of condemnation and/or in settlement of condemnation proceedings affecting the property described herein, and is therefore not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.013(4) and 12B-4.014(13), F.A.C.; and see, Florida Department of Revenue v. Orange County, 620 So.2d 991 (Fla. 1993)

State of FLORIDA, County of ORANGE  
I hereby certify that this is a true copy of  
the document as reflected in the Official Records.  
MARTHA O. HAYNIE, COUNTY COMPTROLLER



By:  Deputy Comptroller

Dated: 3-8-7

For Recording Purposes Only

**AUTHORITY DEED**  
**WARRANTY DEED**

THIS INDENTURE, made and executed the 28 day of Feb., 2007 by **BARN LLP**, a Florida limited liability partnership, whose post office address is 6355 Metrowest Blvd., Suite 330, Orlando, Florida 32835 ("Grantor"), to **ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida, whose post office address is 525 South Magnolia Avenue, Orlando, Florida 32801-4414 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee all that certain land situate in Lake and Orange Counties, Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO  
AND INCORPORATED HEREIN BY THIS REFERENCE**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO those exceptions listed on Exhibit "B," attached hereto and incorporated herein by this reference, as well as the lien of County taxes and assessments for the year of closing and subsequent years.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor hereby fully warrants the title to said land and will defend the same

against the lawful claims of all persons whatsoever; and that said land is free of all encumbrances except those matters set forth on Exhibit "B", but the reference thereto shall not serve to reimpose same; and the following restrictive covenant:

Grantor understands that a portion of the Property conveyed herein shall be used by the Grantee and/or the Florida Department of Transportation ("FDOT") as right of way for the planned Wekiva Parkway limited-access expressway project including 300-foot-wide mainline right of way, plus additional area for interchange, stormwater drainage and other improvements appurtenant to the Wekiva Parkway (the "Right of Way Property") lying within the Property and to be more particularly described at a later date pursuant to the terms and conditions of that certain Option Agreement for Sale and Purchase dated December 17, 2006 by and among, Grantor, Grantee, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and the St. Johns River Water Management District. In accordance with said Option Agreement, the excavation of any dirt on the Property for commercial purposes is prohibited; provided, however, that the foregoing restriction shall not prohibit the excavation and movement of dirt from the Right of Way Property that is required solely for the limited use of the construction of that segment of the Wekiva Parkway to be built on the Property (the "Expressway Project"), nor the limited excavation that may be needed by the state for roads, cabins, other structures and other incidental uses connected with the management of the property owned by the Trustees. Dirt excavated from the Property shall not be made available for any other use, by any person or entity, including but not limited to the State of Florida or any governmental or quasi-governmental agency, for any purpose including but not limited to other segments of the Wekiva Parkway and that specifically no sale of excavated material from the Property conveyed in this deed shall be allowed. The restriction herein described may only be released by a recorded instrument signed by the Grantor or its principals. Should this restriction be breached, Grantor shall be entitled to all remedies available at law and in equity and the parties acknowledge and agree that injunctive relief would be appropriate in the event of a breach of the restriction.


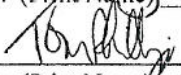
AND Grantor hereby covenants that the Property is not now, nor has it ever been, during the period of Grantors ownership, homestead property, and that neither Grantor nor any person for whose support Grantor are responsible, resides on or adjacent to the Property.


AND by execution and delivery of this deed, Grantor hereby remises, releases, acquits, satisfies, and forever discharges Grantee, of and from all, and all manner of actions, causes of action, suits, claims, demands and damages whatsoever, in law or in equity (collectively "Claims"), which Grantor ever had, now has, or which any personal representative, successor, heir or assign of Grantor, hereafter can, shall or may have, against Grantee, for, upon or by reason of any matter, cause or thing whatsoever, arising solely out of Grantor's conveyance of the subject property to Grantee, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, business damages or any other damages, both before and after the date of this instrument relating solely to the property herein being conveyed and specifically excluding any claims relating to a violation or breach of the restrictive covenant set forth in this Deed.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.


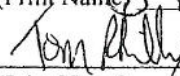
Signed, sealed and delivered


BARN, LLP, a Florida limited liability partnership  
By: Seminole Investors, a Florida general partnership, as its General Partner  
By: NRP, Ltd., a Florida limited partnership, as its General Partner  
By: North American Capital Corporation, a Florida corporation, as its General Partner

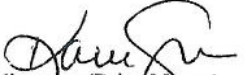
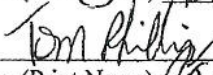
  
Witness: (Print Name) KAREN EATON  
  
Witness: (Print Name) Tom Phillips

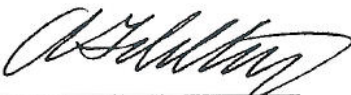
By:   
Nancy A. Rossman, as President  
Date: 2-28-07

And By: C & G Investment Properties, LLP, a Florida limited liability partnership, as its General Partner

  
Witness: (Print Name) KAREN EATON  
  
Witness: (Print Name) Tom Phillips

By:   
William W. Cole, Jr., Co-General Partner  
Date: 2-28-07

  
Witness: (Print Name) KAREN EATON  
  
Witness: (Print Name) Tom Phillips

And By:   
Allan N. Goldberg, Co-General Partner  
Date: 2-28-07

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28 day of Feb., 2007, by Nancy A. Rossman, as President of North American Capital Corporation, a Florida corporation, in its capacity as general partner of NRP, Ltd., a Florida limited partnership, in its capacity as general partner of Seminole Investors, a Florida general partnership, in its capacity as general partner of Barn, LLP, a Florida limited liability partnership, on behalf of said limited liability partnership. She is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.



[Signature]  
(Signature of Notary Public)

(Typed name of Notary Public)  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28 day of Feb., 2007, by William W. Cole, Jr., as Co-General Partner of C & G Investment Properties, LLP, a Florida limited liability partnership, in its capacity as general partner of Barn, LLP, a Florida limited liability partnership, on behalf of said limited liability partnership. He is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.

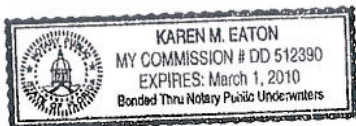


[Signature]  
(Signature of Notary Public)

(Typed name of Notary Public)  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28 day of Feb., 2007, by Allan N. Goldberg, as Co-General Partner of C & G Investment Properties, LLP, a Florida limited liability partnership, in its capacity as general partner of Barn, LLP, a Florida limited liability partnership, on behalf of said limited liability partnership. He is personally known to me or has produced \_\_\_\_\_ as identification and who did/did not take an oath.



[Signature]  
(Signature of Notary Public)

(Typed name of Notary Public)  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_