

Prepared by and Return to:

Lonnie N. Groot, Esquire
Stenstrom, McIntosh, Colbert & Whigham, P.A.
300 International Parkway, Suite 100
Lake Mary, Florida 32746
(Not the preparer of the legal
description attached hereto)

Tax ID Nos: 25-19-30-5AG-1311-0060, 25-19-30-5AG-1411-0060,
36-19-30-512-0000-0020, 36-19-30-300-0170-0000,
36-19-30-300-0180-0000, 36-19-30-300-0160-0000
and 25-19-30-5AG-1411-006A

WARRANTY DEED

THIS WARRANTY DEED made this 4th day of May 2023, by the City of Sanford, Florida, a municipal corporation, (hereinafter collectively referred to as the "GRANTOR"), whose address is City Hall, 300 North Park Avenue, Sanford, Florida 32771, to the Central Florida Urban League, Inc., a Florida not for profit corporation, (hereinafter referred to as the "grantee"), whose address is 2804 Belco Drive, Orlando, Florida 32808-3357.

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars and no/100 (\$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 Seminole County, Florida, viz:

That part of the Southwest quarter of Section 25 and the Northwest quarter of Section 36, Township 19 South, Range 30 East, lying and being in Seminole County, Florida, more particularly described as follows:

Parcel ID: 25-19-30-5AG-1311-0060:

Lots 6 and 7, the West 87.20 feet of Lots 8, 9 and 10 and the North 1/2 of the vacated street adjacent to Lot 10 on the South, Block 13, Tier 11, Florida Land and Colonization Company Limited E. R. Trafford's Map of the Town of Sanford, according to the plat thereof, as recorded in Plat Book 1, Pages 56 through 64, inclusive, of the Public Records of Seminole County, Florida.

And,

Parcel ID: 25-19-30-5AG-1411-0060:

The West 101.03 feet of Lots 6 and 7 and the South 1/2 of the vacated street adjacent to Lot 6 on the North, Block 14, Tier 11, Florida Land and Colonization Company Limited E. R. Trafford's Map of the Town of Sanford, according to the plat thereof, as recorded in Plat Book 1, Pages 56 through 64, inclusive, of the Public Records of Seminole County, Florida.

And,

Parcel ID: 36-19-30-512-0000-0020:

Lot 2, Subdivision of A. V. French Property, according to the plat thereof, as recorded in Plat Book 7, Page 10, of the Public Records of Seminole County, Florida.

And,

Parcel ID: 36-19-30-300-0170-0000:

The West 101.03 feet of the East 949 feet of the North 140 feet of the Northwest 1/4 of Section 36, Township 19 South, Range 30 East, Seminole County, Florida.

And,

Parcel ID: 36-19-30-300-0180-0000:

The East 10 feet of the West 300 feet of the North 140 feet of the Northeast 1/4 of the Northwest 1/4 of Section 36, Township 19 South, Range 30 East, Seminole County, Florida.

And,

Parcel IDs: 36-19-30-300-0160-0000 and 25-19-30-5AG-1411-006A:

Beginning 847.97 feet West and 140 feet South of the Northeast corner of the Northwest 1/4 of Section 36, Township 19 South, Range 30 East, Seminole County, Florida, said point being on the Northern right-of-way line of 13th Street in Sanford, Seminole County, Florida, run North 267.7 feet to the South line of 12th Street in said City; thence East 80 feet to a point; thence Southerly 267.7 feet, more or less, to a point 85.7 feet East of beginning; thence West to Point of Beginning, together with the South 1/2 of the vacated street on the North.

(hereinafter collectively referred to as the "Property").

THE GRANTOR hereby specifically releases and abandons any and all reversion, automatic reservation and right of entry including, but not limited to, mineral rights vested in the GRANTOR by virtue of the provisions of Section 270.11, *Florida Statutes*, or any other controlling law or legal principle.

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

SUBJECT TO easements, restrictions and reservations of record, if any; provided, however, that this reference thereto shall not serve to reimpose same.

FURTHER, SUBJECT TO the following covenants, conditions and reversionary rights of the GRANTOR:

- (1) To ensure the operations of the GRANTEE's headquarters building at the Property occur, the GRANTEE agrees to commence and complete construction of its headquarters building on the Property before the third anniversary of the date that this instrument is executed by the GRANTOR and, in the event that the GRANTEE fails to satisfy this provision, title to the Property shall revert back to the GRANTOR by means of the GRANTOR filing an affidavit in the Public Records of Seminole County of the fact that the above-stated requirement has not been met upon which occurrence unencumbered fee simple title to the Property shall revert back into the GRANTOR.
- (2) With regard to the construction of the GRANTEE's headquarters building:
 - (a) The architectural design of the building shall be subject to approval by the GRANTOR upon determining the views of the Goldsboro neighborhood.
 - (b) The GRANTEE shall hold at least 2 community meetings to discuss the improvements of the Property, the mission of the GRANTEE and the programs and services to be offered to the community by the GRANTEE prior to the award of a construction contract to construct the GRANTEE's headquarters building.

- (c) The GRANTEE shall provide benefits to the Goldsboro community at no cost to include, but not be limited to, job training and career planning, financial education, small business and entrepreneurial support, community garden with fresh produce, bridging the gap between law enforcement and the community, community health and wellness and youth enrichment and learning centers as part of each year's programs and operations.
- (3) If, at any time with 20 years after the GRANTEE's completion of the construction of its headquarters building on the Property, the GRANTEE receives a written offer or purchase agreement to purchase the Property as improved, which the GRANTEE intends to accept, the GRANTEE shall provide the GRANTOR with written notice of such intent and provide a copy of the proposed purchase and sale agreement within 15 days of such offer and the GRANTOR shall have the following rights with regard to the offer:
- (a) The right of first refusal to purchase the Property as improved shall be exercised by the GRANTOR within 30 days of the receipt of written notice from the GRANTEE.
 - (b) In the event that a transaction does not close, the GRANTOR's rights shall apply to all subsequent offers as set forth above.
 - (c) If the GRANTOR declines the right of first refusal, the GRANTOR shall receive the sum of \$310,000.00 from the proceeds of the sale at closing upon the purchase and sale of the Property.

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

AND THE GRANTOR hereby covenants with the GRANTEE that the GRANTOR is lawfully seized of the Property in fee simple; that the GRANTOR has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and that the Property is free of all encumbrances except for those referenced or imposed herein.

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

Signed, sealed and delivered in the presence of witnesses:

CITY OF SANFORD, FLORIDA, a municipal corporation

Teresa Teague
Signature of Witness #1

Teresa Teague
Printed Name of Witness #1

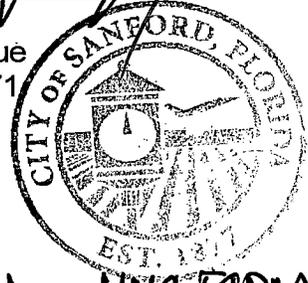
Pamela Robinson
Signature of Witness #2

Signature of Witness #2

Pamela Robinson
Printed Name of Witness #2

Printed Name of Witness #2

By: [Signature]
Art Woodruff, Mayor
300 North Park Avenue
Sanford, Florida 32771
(Address of Grantor)



Attest:

By: [Signature] MMC, FCRM
Traci Houchin, MMC, FCRM, City Clerk

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this 4th day of May 2023, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared by ART WOODRUFF, as Mayor of the City of Sanford, Florida, a municipal corporation, by means of physical presence or { } online notarization, who is known to me to be the person described in and who executed the foregoing instrument, who acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him, and who is personally known to me.

(Affix Notary Seal)



LISA ANTONINI
Notary Public
State of Florida
Comm# HH243217
Expires 5/21/2026

[Signature]
Notary Signature; State of Florida

Lisa Antonini
Printed Name

CERTIFIED COPY
Cathy LoTempio
Deputy City Clerk
City of Sanford



Resolution No. 2023-3105

By Cathy LoTempio
Date 5/18/2023

A Resolution of the City of Sanford, Florida relating to City real property commonly known as the donated "Henderson property" and assigned the following Tax Parcel Identification Numbers by the Seminole County Property Appraiser: 36-19-30-300-0180-0000, 36-19-30-512-0000-0020, 36-19-30-300-0160-0000, 36-19-30-300-0170-0000, 25-19-30-5AG-1411-0060, 25-19-30-5AG-1411-006A and 25-19-30-5AG-1311-0060; providing for a land donation agreement involving the donation of real property to the Central Florida Urban League, Inc. and approving donation of the Henderson property; providing for implementing administrative actions; providing for releases; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the City owns real property which is assigned the following Tax Parcel Identification Numbers by the Seminole County Property Appraiser: 36-19-30-300-0180-0000, 36-19-30-512-0000-0020, 36-19-30-300-0160-0000, 36-19-30-300-0170-0000, 25-19-30-5AG-1411-0060, 25-19-30-5AG-1411-006A and 25-19-30-5AG-1311-0060 which property is also known as the Henderson property; and

Whereas, the original land donation agreement of August, 2000 provided for the Henderson property, to be given to the City by Ira Vinson Henderson and that the seven (7) donated parcels of land be used for parks, recreation area, open spaces area, or similar uses for the benefit of the public, but that, if the City decided to dispose of the property, it may donate or contribute the property to an organization or group of organizations that are described as a 501 (c)(3) non-profit organization of the *Internal Revenue Code*; and

Whereas, the Central Florida Urban League, Inc., a Florida

not-for-profit corporation meets the aforementioned requirement; and

Whereas, the City Commission had determined to implement a donation of the Henderson property to the Central Florida Urban League, Inc. and enter a land donation agreement between the Central Florida Urban League, Inc. and the City; and

Whereas, to ensure the operations of the Central Florida Urban League's headquarters building at the Henderson property, the Central Florida Urban League, Inc. agrees to commence and complete construction of its headquarters building on the Henderson property before the third anniversary of the closing of the donation and, in the event that the Central Florida Urban League fails to satisfy this provision, title to the Henderson property would revert back to the City and, at any time with 20 years after the Central Florida Urban League's completion of the construction of its headquarters building, the Central Florida Urban League receives a written offer or purchase agreement to purchase the property and all improvements, which the Central Florida Urban League, Inc. intends to accept, it shall give the City written notice within 15 days of such offer and the City shall have the following rights:

- (1). Have the right of first refusal to purchase the property and all improvements within 30 days of written notice from the Central Florida Urban League, Inc.
- (2). If the City declines the right of first refusal, the City shall receive the sum of \$310,000 (estimated fair market value of the

property) from the proceeds of the sale.

; and

Whereas, noteworthy among the other provisions of the land donation agreement requires the following:

1) That the architectural design of the building shall be approved by the City and the Goldsboro neighborhood.

2) That the Central Florida Urban League shall hold at least two (2) community meetings to discuss the improvements of the property and the mission of the Central Florida Urban League, Inc. and the programs and services to be offered to the community.

3) That the Central Florida Urban League, Inc. shall provide benefits to the community at no cost to include, but not be limited to, job training and career planning, financial education, small business and entrepreneurial support, community garden with fresh produce, bridging the gap between law enforcement and the community, community health and wellness and youth enrichment and learning centers.

; and

Whereas, the City Commission of the City of Sanford determines that the land donation agreement is in the public interest and serve a public purpose;

and

Whereas, the City Commission of the City of Sanford has the power and authority to adopt this Resolution under the controlling provisions of State

law such as, by way of example only, the provisions of Article VIII, Section 2 of the *Constitution of the State of Florida*; the provisions of Chapter 166, *Florida Statutes*; and other controlling law; and

Whereas, the City of Sanford has complied with all requirements and procedures of Florida law in processing and adopting this Resolution.

Now, Therefore, Be It Adopted And Resolved By The City Commission Of The City Of Sanford, Florida As Follows:

Section 1. Legislative Findings And Intent.

The City Commission of the City of Sanford hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution as well as the City Commission agenda memorandum presented to the City Commission.

Section 2. Land Donation Agreement With The Central Florida Urban League Implementing Actions.

(a). The City Commission hereby approves the land donation agreement relating to the real property which is assigned the following Tax Parcel Identification Numbers by the Seminole County Property Appraiser: 36-19-30-300-0180-0000, 36-19-30-512-0000-0020, 36-19-30-300-0160-0000, 36-19-30-300-0170-0000, 25-19-30-5AG-1411-0060, 25-19-30-5AG-1411-006A and 25-19-30-5AG-1311-0060.

(b). The Mayor and City Clerk shall have the authority to execute any and all documents which are the subject of this Resolution upon approval of the documents by City Attorney.

(c). The City Commission of the City of Sanford further, pursuant to a duly held meeting of the City Commission as the governing body of the City of Sanford:

(i). Determines that the City's property is no longer needed or required for a public purpose or use.

(ii). Determines that the donation of the subject property as set forth in the attached land donation agreement is in the best interests of the public.

(iii). Authorizes the conveyance of the subject City property to the Central Florida Urban League, Inc. by means of a deed executed by the Mayor of the City and attested to by the City Clerk which deed shall encompass and include all conditions and requirements of the land donation agreement including, but not limited to, the reversionary interests of the City and other rights of the City relative to the subject property.

(iv). Authorizes the deed referred to in this Section to specifically release and abandon any and all reversions, reservations and rights of entry including, but not limited to, mineral rights, vested in the City by virtue of the provisions of Section 270.11, *Florida Statutes*, or any other controlling law or legal principle.

(d). The City Commission of the City of Sanford hereby authorizes the City Manager, or designee, City Clerk and City Attorney to fully implement in a plenary manner the provisions of this Resolution including, but not limited to, any and all matters relating to the closing of the subject exchange of properties with the Central Florida Urban League.

Section 3. Release, Cancellation And Termination Of Code Enforcement And City Liens.

To the extent that any lien or liens of the City relating to the properties which are the subject of the land donation agreement may be valid, they are hereby fully released, cancelled and terminated in a plenary manner and the appropriate documents may be executed under the implementation powers set forth herein and recorded at any time deemed appropriate by the City Attorney.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed and rescinded.

Section 5. Savings.

The prior actions of the City of Sanford relating to the property, which is the subject of this Resolution, as well as all related subject matters, are hereby ratified and affirmed.

Section 6. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 7. Effective Date.

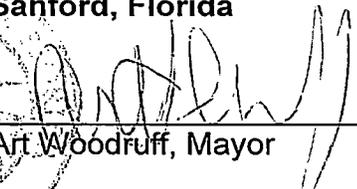
This Resolution shall take immediate effect upon adoption.

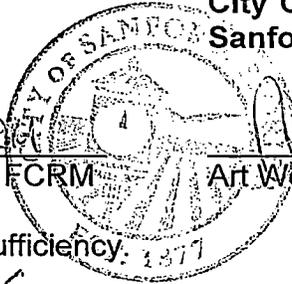
Passed and adopted this 23rd day of January, 2023.

Attest:

**City Commission of the City of
Sanford, Florida**

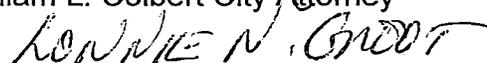

Traci Houchin, City Clerk, MMC, FCRM


Art Woodruff, Mayor



Approved as to form and legal sufficiency:


William L. Colbert City Attorney


RONNIE N. GROOT
ACA

LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (this "**Agreement**") is made and entered into effective as of the 17 day of January, 2023 (the "**Effective Date**"), by and between City of Sanford, Florida, a Florida municipal corporation, ("**City**") and the Central Florida Urban League, Inc., a Florida not-for-profit corporation ("**CFUL**").

RECITALS

WHEREAS, City is a municipal corporation in Seminole County, Florida; and

WHEREAS, City owns certain real property located in the City of Sanford, Seminole County, Florida, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein, together with any and all hereditaments and appurtenances thereunto belonging (collectively, the "**Property**"); and

WHEREAS, CFUL has approached City with a proposal to develop the Property and build an office building thereon for utilization as a Central Florida headquarters office building for CFUL; and

WHEREAS, City desires to donate the Property to CFUL, and CFUL desires to accept donation of the Property, subject to terms, covenants, conditions and restrictions contained herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1,00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the foregoing recitals and the mutual covenants, promises, covenants, restrictions and agreements hereinafter contained, City and CFUL hereby agree as follows:

**ARTICLE 1.
DONATION OF THE PROPERTY**

1.1 Donation of the Property. Upon the terms, covenants and conditions herein set forth, City agrees to donate to CFUL the Property and all improvements located thereon, and CFUL agrees to accept the donation of the Property from City.

1.2 Condition of Property.

1.2.1 *Property Information*. City shall provide to CFUL, within five (5) business days following the execution of this Agreement, copies of any City's records related to the Property and an environmental and geotechnical report with respect to the Property, if any are available. City's delivery of such documents shall not be deemed or construed as a representation or warranty with respect to the contents thereof, and City expressly disclaims any such

representations or warranties with respect to the accuracy of such reports.

1.2.2 *CFUL's Inspection Rights.* From the Effective Date and for a period of one hundred twenty (120) days thereafter (the "**Inspection Period**"), CFUL shall be provided with access to the Property and shall be permitted to inspect and examine the Property upon reasonable advance notice to City, subject in all cases to the provisions of this Section 1.2.2 and the indemnification provisions described in Section 1.2.4 of this Agreement. City shall be entitled to always have a representative present while CFUL or its representatives are physically on the Property. It is understood and agreed that CFUL shall be responsible to perform such inspections and other examinations of the Property as CFUL deems necessary or desirable (including, without limitation, any tests, studies, investigations, inspections and other examinations of physical and environmental conditions of the Property). All tests, studies, investigations, inspections and other examinations by CFUL of the Property shall be conducted in a non-invasive manner. City expressly consents to CFUL obtaining a Phase I Environmental Site Assessment with respect to the Property. CFUL shall restore the Property to its original conditions promptly after completing each such test, study, investigation, inspection and other examination. CFUL's foregoing agreement shall survive any termination of this Agreement and shall survive Closing and the delivery of the Special Warranty Deed at Closing.

1.2.3 *CFUL's Termination Right.* CFUL, in CFUL's sole discretion, may terminate this Agreement for any reason whatsoever by delivering written notice thereof to City and the Escrow Agent on or before the expiration of the Inspection Period, in which event, the provisions of this Section 1.2.3 shall govern. If CFUL shall fail to provide City and Escrow Agent with written notice of termination on or before the expiration of the Inspection Period, then CFUL shall be deemed to have affirmatively and expressly approved and accepted the Property and all conditions, elements and matters pertinent thereto, including, without limitation, soil conditions, zoning, drainage, flood control, water, sewage, electricity, gas and other utility connections, economic feasibility, construction suitability, submittals, any survey or any other matter which was or could have been inspected or examined by CFUL, and CFUL and City shall proceed to Closing, subject to the provisions set forth herein.

1.2.4 **"AS IS" DONATION.** CFUL ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY DOCUMENTS DELIVERED TO CFUL BY CITY AT CLOSING, CITY HAS NOT

MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS AND/OR WARRANTIES REGARDING ANY ASPECT OF THE PROPERTY, INCLUDING WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY ACTIVITY OR USE WHICH CFUL OR ANY TENANT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (G) COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY OF THE DOCUMENTS DELIVERED BY CITY TO CFUL AT CLOSING, NO PERSON ACTING ON BEHALF OF CITY IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF CFUL ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE PROPERTY OR THE DONATION CONTEMPLATED HEREIN. CFUL ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, CFUL IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY CITY. CFUL FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DONATION OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS WITH ALL FAULTS. CFUL ASSUMES THE RISK THAT ADVERSE PAST, PRESENT OR FUTURE PHYSICAL CHARACTERISTICS AND CONDITIONS OF THE PROPERTY MAY HAVE NOT BEEN REVEALED BY CITY'S DISCLOSURES OR CFUL'S INSPECTIONS OR

INVESTIGATIONS OF THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

1.3 Title Commitment/Review Period.

1.3.1. Within sixty (60) days of the Effective Date, City shall cause the Title Company, at CFUL's expense, to issue and deliver to CFUL a commitment to insure the Property in the amount of the Title Policy (as defined in Section 2.3.1 hereof, as further described in Section 1.3.3 hereof) (the "**Title Commitment**"). The Title Company shall provide CFUL with copies of all recorded documents shown as exceptions to title on the Title Commitment (the "**Exception Documents**"). Within ten (10) days following the receipt by CFUL of the Title Commitment and copies of all Exception Documents (the "**Title Review Period**"), CFUL shall notify City, in writing ("**CFUL's Title Notice**") as to which items, if any, disclosed in the Title Commitment are not acceptable to CFUL. Within five (5) business days following City's receipt of CFUL's Title Notice, City shall notify CFUL, in writing ("**City's Title Notice**") that, with respect to each matter objected to in CFUL's Title Notice (A) it shall take such actions as may be reasonably necessary to eliminate such matter as an exception in the Title Commitment; or (B) that it shall not take any action to cure CFUL's objection to such matter. Except to the extent that City's Title Notice expressly states that City will take an action with respect to a matter identified in CFUL's Title Notice (or if City fails to deliver City's Title Notice within such five (5) business day period) then City shall be deemed to have elected clause (B) of this Section 1.3.1.

1.3.2. *Title Contingency.* In the event CFUL fails to deliver CFUL's Title Notice pursuant to Section 1.3.1 above, then CFUL shall be deemed to have waived all title objections to matters shown in the Title Commitment. If CFUL has timely delivered CFUL's Title Notice and City elects not to correct such objections or is deemed to have elected not to correct such objections as provided in clause (B) of Section 1.3.1 hereof, CFUL may either waive the objection and proceed to Closing, or CFUL may terminate this Agreement and neither City nor CFUL shall have any further liability or obligation under this Agreement. If CFUL fails to terminate this Agreement on or before the Closing Date, then CFUL shall be deemed to have waived all of its title objections (except with respect to those specific matters objected to in CFUL's Title Notice which are agreed to be eliminated in City's Title Notice, if any) (the "**Rejected Exceptions**").

1.3.3. *Title Policy.* Each item and matter revealed by the Title Commitment (other than the **Rejected Exceptions**) shall be deemed a "**Permitted Exception**" under this

Agreement. Notwithstanding the foregoing, CFUL expressly agrees to accept the Property and acknowledges and agrees that at Closing the Property shall be subject to, and the term "Permitted Exception" shall therefore include, conditions, covenants, restrictions and terms contained in this Agreement which remain in effect following the CFUL's construction of the improvements on the Property and use of the Property as CFUL's office headquarters (collectively, the "Covenants"). At Closing, the Title Policy (as further defined in Section 2.3.1) shall be as described in the Title Commitment (but free of each Rejected Exception), except as expressly provided in this Agreement. If City fails to eliminate or satisfy, on or before the Closing Date, any Rejected Exception, CFUL shall have the sole option of terminating this Agreement for failure to satisfy a condition to CFUL's obligation to close under this Agreement, in which case, this Agreement, and the rights and obligations of City and CFUL hereunder shall terminate, and this Agreement shall be of no further force or effect. Upon Closing, CFUL shall be deemed to have waived all objections to the items and matters reflected on the Title Policy and each such item and matter shall thereafter be deemed a "Permitted Exception."

1.4 *Reversionary Interest.* CFUL agrees that if CFUL fails to commence and complete the construction of its headquarters building on the Property and commence its operations therein on or before the third (3rd) anniversary date of the Closing, then upon written notice by City to CFUL electing to exercise its rights pursuant to this Section 1.4, title to the Property shall revert back to City. Such reversionary interest shall not be subject to any reservations, conveyances, easements, options, leaseholds or other matters affecting any portion of the Property which were made or created after the date of this Agreement. In the event CFUL does complete construction of the above-described improvements on the Property and commences operation thereof within such time period, then upon CFUL's request, City agrees to execute an instrument, in recordable form reasonably acceptable to City and CFUL, acknowledging the satisfaction of said condition and the termination of City's reversionary interest in the Property. Nothing herein shall preclude CFUL from, for any reason whatsoever, in its discretion, conveying the Property back to City prior to the third (3rd) anniversary date of the Closing. The reversionary interest in the Property shall survive the closing of the sale of the Property from the City to CFUL and shall be set forth in the Special Warranty Deed conveying the Property from the City to CFUL.

1.5 *Sale of the Property by CFUL/Right of First Refusal.* No portion of the Property

or of the individual lots or parcels comprising the Property may be sold, transferred or conveyed individually. If at any time within twenty (20) years after CFUL's completion of the construction of its headquarters building on the Property, CFUL receives either a bona fide written offer or purchase agreement from a willing third-party non-affiliated entity or person, to purchase the Property, including all improvements located thereon, which CFUL intends to accept or enter into (the "Offer"), CFUL shall, within fifteen (15) days of receipt of such Offer, give written notice to the City of the receipt of such Offer, at the address provided below, accompanied by a copy of such Offer. Upon receipt such written notice from CFUL, the City shall have the following rights:

- (a) City shall have the right of first refusal to purchase the Property and all improvements situated thereon for the price set forth in the Offer. City shall notify CFUL within thirty (30) days after receipt of written notice from CFUL that City is exercising its Right of First Refusal and City will purchase the Property pursuant to a purchase agreement which incorporates the terms and conditions of the Offer and the closing of the sale to City shall occur within one hundred twenty (120) days thereafter and will occur in accordance with the commercially reasonable closing practices of similar properties located in Sanford, FL.
- (b) If the City declines to exercise its right of first refusal as set forth in subsection (a), then the City shall so notify CFUL but upon the closing of the sale transaction pursuant to the Offer, the City shall receive the sum of Three Hundred Ten Thousand Dollars and no/100 (\$310,000.00) from the closing proceeds of such sale, such amount being the current estimated fair market value of the Property on the Effective Date hereof. If the closing proceeds are insufficient to provide the amount due the City pursuant to this subsection (b), then CFUL shall pay any deficit amount to the City from other funds of CFUL simultaneously with the closing of the sale of the Property.
- (c) In the event the sale or transfer set forth in the Offer does not close, then the rights set forth in favor of the City in this Section 1.5 shall continue to be enforceable as to any subsequent Offer(s) received by CFUL.

The provisions contained in this Section 1.5 shall survive the closing of the donation of the Property from the City to CFUL and shall be set forth as a provision in the Special Warranty

Deed conveying the Property from the City to CFUL.

ARTICLE 2.
CLOSING DATE AND CLOSING; ESCROW/CLOSING AGENT

2.1 Closing. The consummation of the donation contemplated by this Agreement shall occur (the “Closing”) at the offices of the Stenstorm, McIntosh, Colbert & Whigham, PA, 300 International Parkway, Suite 100, Lake Mary, FL 32746 (“Escrow Agent” and/or “Closing Agent” as is applicable), or at such other place as the parties may mutually agree, on or before thirty (30) days after CFUL shall have completed its due diligence and advised the City it [CFUL] is prepared to close the transaction (the “Closing Date”).

2.2 Obligations at Closing.

2.2.1 *City’s Deliverables*. At Closing, City shall execute, acknowledge (where necessary) and deliver to CFUL the following: (a) a Special Warranty Deed (“Deed”), subject to easements, conditions and restrictions of record, including but not limited to the Permitted Exceptions; (b) such other documents and instruments as may be required to give effect to this Agreement, or as may be reasonably requested by CFUL, in connection with the performance of City’s obligations hereunder; and (c) possession of the Property.

2.2.2 *CFUL’s Deliverables*. CFUL shall execute, acknowledge (where necessary) and deliver to City, such documents and instruments as may be reasonably required to give effect to this Agreement or as may be reasonably requested by the City to evidence CFUL’s acceptance of the Property being conveyed at such Closing subject to the Permitted Exceptions and the performance of CFUL’s obligations hereunder.

2.3 Conditions to Closing.

2.3.1 *City Conditions*. City’s obligation to convey the Property to CFUL at the Closing shall be expressly conditioned upon and subject to the following: (a) City having obtained or obtaining (i) from a title company licensed to do business in the state of Florida (the “Title Company”), a commitment in favor of CFUL for an owner’s policy of title insurance with respect to the Property, and (ii) at Closing, an owner’s policy of title insurance with respect to the Property and stating an insured amount of at least \$310,000.00 (the “Title Policy”); and (b) CFUL delivering all of the items required pursuant to Section 2.2.2 above.

2.3.2 *CFUL Conditions*. CFUL’s obligation to close shall be expressly conditioned upon and subject to the following: (a) CFUL having received a commitment to issue a Title Policy (as further described in Section 1.3.3 hereof) in form and substance reasonably

satisfactory to CFUL, provided that inclusion of the Permitted Exceptions as exceptions to the coverage set forth therein may not constitute a failure of this condition; and (b) City delivering all of the items required pursuant to Section 2.2.1 above.

**ARTICLE 3.
CLOSING COSTS AND ADJUSTMENTS**

3.1 Closing Costs of City. At Closing, City shall pay the cost of correcting of any title exceptions City elects to cure.

3.2 Closing Costs of CFUL. At Closing, CFUL shall pay all other costs of Closing, including, but not limited to, the charges and costs of obtaining the Title Commitment and Title Policy, the recording and filing fees, and documentary stamps in connection with the Deed and any other necessary documents, and any other fees and closing costs relating to the Closing (including the cost of any escrow or closing fees charged by the Title Company and Escrow/Closing Agent. CFUL shall be responsible for payment of any charges and/or recording fees and documentary stamp fees in connection with any financing CFUL obtains to finance the cost of designing and construction of CFUL's headquarters office building on the Property.

3.3 Separate Expenses of Parties. Each party hereto shall be responsible for the payment of its respective attorneys' fees, and consultant fees, if any.

**ARTICLE 4.
REPRESENTATIONS, COVENANTS AND WARRANTIES**

4.1 City's Representation, Covenants and Warranties. City represents, warrants and covenants to CFUL as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1 *City's Authority*. City is a municipal corporation organized and existing under the laws of the State of Florida and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by City is fully authorized by all requisite authority; and no other consents by any other party are required for City to execute and deliver this Agreement and such other documents.

4.1.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon City and the signatories of City hereto. To the actual knowledge of City, the performance by City of its obligations under the terms of this Agreement do not conflict in any

material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which City is bound, and, to the actual knowledge of City, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which City is subject.

4.1.3 All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by City and its representatives and agents.

4.2 CFUL's Representations, Covenants and Warranties. CFUL represents, warrants and covenants to City as follows, which representations and warranties shall survive Closing hereunder shall inure to the benefit of City, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1 *CFUL's Authority.* CFUL is a Florida not-for-profit corporation organized under the laws of the State of Florida and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by CFUL is fully authorized by all requisite authority; and no other consents by any other party are required for CFUL to execute and deliver this Agreement and such other documents.

4.2.2 *Authority of Signatories; No Breach of Other Agreements.* The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon CFUL and the signatories of CFUL hereto. To the actual knowledge of CFUL, the performance by CFUL of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which CFUL is bound, and, to the actual knowledge of CFUL, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which CFUL is subject.

4.2.3 *All Required Action Taken.* All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by CFUL and its representatives and agents.

4.2.4. *501(c)(3) requirements.* CFUL has been recognized by the Internal Revenue Service as a 501(c)(3) entity and is organized and operates in accordance with the requirements of Section 501(c)(3) of the Internal Revenue Code and none of its earnings inure to any private shareholder or individual. CFUL does not attempt to influence legislation as a substantial part of its activities and does not participate in any campaign activity for or against political candidates.

4.2.5 CFUL has as one of its principal purposes community development, working with inter-city youth and other residents, or other, similar, community assistance and development purposes

ARTICLE 5. RELEASE OF CLAIMS

5.1 Release of Claims. CFUL hereby covenants and agrees to release and not to sue City, its officers, commissioners, directors, attorneys, agents and employees (the “**Released Parties**”) as a result of any and all claims regarding the condition of the Property, including any and all claims and causes of action existing as of the date of City’s delivery of the Deed for the Property to CFUL and any claims and causes of action thereafter created or enacted, whether at common law or by federal, state, county or municipal law or ordinance, including without limitation, any claims and causes of action relating to the presence in, on, under or near the Property, of any Hazardous Material (as defined below) or arising under any Environmental Laws. The provisions of this paragraph shall survive Closing and conveyance of the Property.

5.2 Definitions. The term “**Hazardous Material**” means any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (as defined below) as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity or toxicity, including any items defined as “Hazardous Materials” in 49 CFR 171.8, and any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied Natural gas or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), and any other material of similar genre. The term “**Environmental Laws**” means any and all present and future federal, state and local laws (whether under common law,

statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of governmental authorities relating to the environment, or to any Hazardous Material or to any activity involving Hazardous Materials, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 6901 et seq., as amended (CERCLA), the Resource Conservation and Liability Act, as amended 42 U.S.C. 6901 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j, as all of the foregoing may be amended from time to time.

**ARTICLE 6.
SPECIAL PROVISIONS**

The following Special Provisions shall be applicable to this Land Donation Agreement and are additional conditions imposed on CFUL's development of the Property as its Central Florida headquarters office building, are conditions which CFUL has agreed are binding on it and which conditions shall be set forth in the Deed and survive the closing hereof:

(a) The architectural design of the building proposed to be constructed on the Property shall be subject to the approval of the City of Sanford and the Historic Goldsboro Neighborhood. CFUL shall be required to hold at least two (2) community meetings with the Historic Goldsboro Neighborhood to discuss the improvements proposed to be constructed by CFUL on the Property and to discuss the mission of CFUL and the programs and services to be offered by the CFUL from the improvements to be located on the Property. Such meeting will be held at a convenient location within the Historic Goldsboro Community.

(b) CFUL specifically commits to provide the following benefits to the residents of the City of Sanford, and the residents in the Historic Goldsboro Neighborhood, at no cost:

1. Job Training and Career Planning Programming.
2. Financial Education Programming.
3. Small Business and Entrepreneurial Support.
4. Community garden with Fresh Produce.
5. Bridging Gap between Law Enforcement and Community Programming.
6. Community Health and Wellness.
7. Youth Enrichment and Learning Centers.

**ARTICLE 7.
NOTICE**

7.1. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by electronic mail or telefacsimile to the numbers set forth below, provided that a confirming copy of the electronic mail or telefacsimile is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to City: City of Sanford
Attention: Norton N. Bonaparte, Jr, ICMA-CM
City Manager
300 N. Park Avenue
Sanford, Florida 32771
Email: _____
Fax: _____

With a copy to: Stenstrom, McIntosh, Colbert & Whigham, PA
Attn: William L. Colbert, City Attorney
300 International Parkway, Suite 100
Lake Mary, Florida 32746
Email: _____
Fax: _____

If to CFUL: Central Florida Urban League, Inc.
2804 Belco Drive
Orlando, Florida 32808
Email: GGilzean@cful.org
Fax: 407-205-0054

With a copy to: _____

7.2. Effective Date of Notice; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is

hand- delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 8. GENERAL PROVISIONS

8.1 Remedies. In the event of any breach or default by CFUL hereunder, City shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by City occurring prior to Closing and resulting in a failure to close, CFUL's sole and exclusive remedy shall be to terminate this Agreement, provided that CFUL shall not exercise such remedy unless City has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

8.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

8.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

8.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

8.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both CFUL and City. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

8.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Florida and said laws shall control the interpretation hereof.

8.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

8.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

8.10 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

8.11 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

8.12 Effective Date. As used herein, the term "**Effective Date**" shall mean and refer to the date upon which this Agreement is executed by, or on behalf of the City.

8.13 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

8.14 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the provision of the Deed shall control to the extent of the conflict.

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

ATTEST:

CENTRAL FLORIDA URBAN LEAGUE,
INC., a Florida not-for-profit corporation

By: [Signature]
Signature of Witness # 1
Printed Name: Ann Wise

By: [Signature]
Glenton Gilzean, Jr.
President and CEO/Sole Corporate Officer

[Signature]
Signature of Witness # 2
Printed Name: Jonathan Juarez

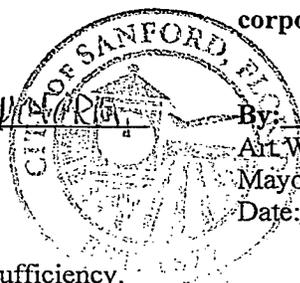
Approved as to form and legal sufficiency.

By: [Signature]
Signature
Printed Name: Glenton Gilzean, Jr.
Title: President and CEO

ATTEST:

CITY OF SANFORD, a Florida municipal corporation

By: [Signature]
Traci Houchin, CMC, FCRM
City Clerk



By: [Signature]
Art Woodruff
Mayor
Date: 1-23-23

Approved as to form and legal sufficiency.

By: [Signature]
William L. Colbert City Attorney
RONNIE N. ONOR
ACA

EXHIBIT A

Legal Description of Property

Parcel ID: 36-19-30-300-0180-0000
Property Address: Historic Goldsboro Boulevard, Sanford, FL 32771
Legal Description: The east 10 feet of the west 300 feet of the north 140 feet of the northeast quarter of the northwest quarter of Section 36, Township 19 South, Range 30 East, Seminole County, Florida

Parcel ID: 36-19-30-512-0000-0020
Property Address: Historic Goldsboro Boulevard, Sanford, FL 32771
Legal Description: Lot 2 of Subdivision of A.V. FRENCH PROPERTY, recorded in Plat Book 7, Page 10 of the Public Records of Seminole County, Florida

Parcel ID: 36-19-30-300-0160-0000
Property Address: Historic Goldsboro Boulevard, Sanford, FL 32771
Legal Description: Beginning 765.25 feet of the northwest $\frac{1}{4}$ run west 82.72 feet south 140 feet east parallel to Spur Tract to the beginning

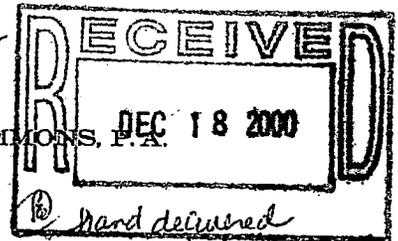
Parcel ID: 36-19-30-300-0170-0000
Property Address: Historic Goldsboro Boulevard, Sanford, FL 32771
Legal Description: The west 101.03 feet of the east 949 feet of the north 140 feet of the northwest quarter of Section 36, , Township 19 South, Range 30 East, Seminole County, Florida

Parcel ID: 25-19-30-5AG-1411-0060
Property Address: Sanford, FL 32771
Legal Description: The west 101.03 feet of Lots 6 and 7, and the south one-half of the vacated street adjacent to Lot 6 on the north, Block 14, Tier 11, Town of Sanford, according to E.R. TRAFFORD's MAP, recorded in Plat Book 1, Pages 56 through 64, Public Records of Seminole County, Florida

Parcel ID: 25-19-30-5AG-1411-006A
Property Address: Sanford, FL 32771
Legal Description: Beginning 181.03 feet east of northwest corner of Lot 6 run west 80 feet south 127.7 feet east 82.72 feet northerly parallel to Spur Tract to beginning and $\frac{1}{2}$ vacated street adjacent on north, recorded in Plat Book 1, Page 57, Public Records of Seminole County, Florida

Parcel ID: 25-19-30-5AG-1311-0060
Property Address: Sanford, FL 32771
Legal Description: Lots 6 & 7, the west 87.20 feet of Lots 8, 9 and 10, and the north one-half of the vacated street adjacent to Lot 10 on the south, Block 13, Tier 11, Town of Sanford, according to E.R. TRAFFORD'S MAP, recorded in Plat Book 1, Pages 56 through 64, Public Records of Seminole County, Florida

Howard
TR



STENSTROM, McINTOSH, COLBERT, WHIGHAM & SIMMONS, P.A.
ATTORNEYS AND COUNSELLORS AT LAW

SUNTRUST BANK • SUITE 22
200 WEST FIRST STREET
POST OFFICE BOX 4848
SANFORD, FLORIDA 32772-4848
SANFORD (407) 322-2171
ORLANDO (407) 834-5119
FAX (407) 330-2379
HTTP://WWW.STENSTROM.COM

WILLIAM L. COLBERT
FRANK C. WHIGHAM
CLAYTON D. SIMMONS
ROBERT K. McINTOSH
DONNA L.S. McINTOSH
WILLIAM E. REISCHMANN, JR.
CATHERINE D. REISCHMANN
JAMES J. PARTLOW
DAWN M. HARRISON

KENNETH W. McINTOSH
S. KIRBY MONCRIEF
OF COUNSEL

DOUGLAS STENSTROM
RETIRED

THOMAS E. WHIGHAM
(952-4986)

December 18, 2000

Janet R. Dougherty, City Clerk
City of Sanford
300 North Park Avenue
Sanford, FL 32771

via HAND DELIVERY

Re: 13th Street Land Donation
from Estate of Ira Vinson Henderson ✓

Dear Ms. Dougherty:

Enclosed are the following documents with regard to the above referenced matter:

1. Original Land Donation Agreement recorded in O.R. Book 3924, Page 1609.
2. Original Personal Representative's Distributive Deed recorded in O.R. Book 3924, Page 1614.
3. Original Title Insurance Commitment No. CF-0414846.
4. Original Owners' Title Insurance Commitment No. OPM-1696272.

If you should have any questions regarding this matter do not hesitate to call.

Sincerely,

STENSTROM, McINTOSH, COLBERT,
WHIGHAM & SIMMONS, P.A.

William L. Colbert

Enclosures

cc: Larry Dale, Mayor
Tony VanDerworp, City Manager
Howard Jeffries

HENDERSON PROP.

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

592242

2000 SEP 20 PM 4: 15

This instrument was prepared
by and should be returned to
James A. McNabb, Jr.
510 Ventris Court
Maitland FL 32751
Tax Id No: 265-64-0329

2000 DEC 18 PM 5: 03

**PERSONAL REPRESENTATIVE'S
DISTRIBUTIVE DEED**

THIS INDENTURE, made this 9th day of August, 2000, by and between Mamie Ruthe McReynolds, whose mailing address is 1122 Skylark Lane, Lantana, Florida 33462, and Laurene Worth, whose mailing address is P.O. Box 382, Clewiston FL 33440, the duly qualified and acting Co-Personal Representatives of the Estate of Ira Vinson Henderson, deceased (collectively, the "Grantor"), and City of Sanford, Florida, a municipal corporation, whose address is 300 North Park Avenue, Sanford, Florida 32771 (the "Grantee").

3924 1614
SEMINOLE CO., FL
ORIGINAL RECORD PAGE

WITNESSETH: That WHEREAS, Ira Vinson Henderson died testate a resident of Seminole County, Florida, on April 19, 1995, seized and possessed of the real property hereinafter described; and

WHEREAS, decedent's Last will and Testament was admitted to probate and recorded by the Circuit Court for Seminole County, Florida, Probate Division, in Case No. 95-561-CP; and

WHEREAS, the Grantor wishes to distribute said property to the Grantee, and to evidence the release of the property from any right of the Grantor to sell or encumber such property pursuant the the provisions of such decedent's Last Will and Testament, or as provided by law.

NOW, THEREFORE, in consideration of the foregoing and in connection with the distribution of the estate of said decedent, the Grantor has released to the Grantee the right to sell or encumber said property, and by these presents and granted, conveyed, and confirmed unto the Grantee, its successor and assigns forever, all of the interest of said decedent in and to the real property situated in Seminole County, Florida, and more particularly described in Exhibit "A" hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging to or in any way appertaining to that real property, subject to all restrictions, reservations and easements of record, if any, and ad valorem taxes for the current year.

PROVIDED, ALWAYS that the Grantee shall hold and use the said property only for parks, recreation area, open spaces area, or similar uses, all for the benefit of the public; and PROVIDED, FURTHER, that the conveyance evidenced hereby, and the lands conveyed hereby, at all times shall be subject to the restrictions, limitations, and conditions set forth in that certain "Land Donation Agreement" of even date herewith, between the Grantor herein and the Grantee herein.

Because this deed is given to evidence the distribution of assets of a decedent's estate and involves the assumption of no mortgage, minimum state documentary stamps are affixed.

Documentary Tax Pd. \$ 700.00
\$ _____ Intangible Tax Pd.
Maryanne Morse, Clerk Seminole
County By: [Signature] D.C.

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IN WITNESS WHEREOF, the undersigned, as Co-Personal Representatives of the Estate of Ira Vinson Henderson, deceased, have executed this Personal Representative's Distributive Deed under seal on the date aforesaid.

Signed, sealed and delivered
in the presence of:

Odelle Broadrick
Print: ODELLE BROADRICK

Mamie Ruthe McReynolds
Mamie Ruthe McReynolds, Co-Personal Representative of the Estate of Ira Vinson Henderson, deceased

Dawn Marie LaMontagne
Print: DAWN MARIE LAMONTAGNE

Odelle Broadrick
Print: ODELLE BROADRICK

Laurene Worth
Laurene Worth, Co-Representative of the Estate of Ira Vinson Henderson, deceased

Dawn Marie LaMontagne
Print: DAWN MARIE LAMONTAGNE

OFFICIAL RECORDS
BOOK PAGE
3924 1615
SEMINOLE CO., FL

STATE OF North Carolina
COUNTY OF Swain

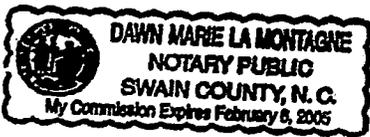
Sworn to and subscribed before me this 2th day of August, 2000, by Mamie Ruthe McReynolds, who [] is personally known to me, OR who [] produced _____ as identification.



Dawn Marie LaMontagne
NOTARY PUBLIC
My Commission Expires _____

STATE OF North Carolina
COUNTY OF Swain

Sworn to and subscribed before me this 2th day of August, 2000, by Laurene Worth, who [] is personally known to me, OR who [] produced _____ as identification.



Dawn Marie LaMontagne
NOTARY PUBLIC
My Commission Expires _____

Exhibit A

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

That part of the southwest quarter of Section 25 and the northwest quarter of Section 36, Township 19 South, Range 30 East, lying and being in Seminole County, Florida, more particularly described as follows:

Lots 6 and 7, the west 87.20 feet of Lots 8, 9 and 10, and the north one-half of the vacated street adjacent to Lot 10 on the south, Block 13, Tier 11, Town of Sanford according to E.R. TRAFFORD'S MAP, recorded in Plat Book 1, Pages 56 through 64, Public Records of Seminole County, Florida; together with,

The west 101.03 feet of Lots 6 and 7, and the south one-half of the vacated street adjacent to Lot 6 on the north, Block 14, Tier 11, Town of Sanford, according to E.R. TRAFFORD'S MAP, recorded in Plat Book 1, Pages 56 through 64, Public Records of Seminole County, Florida; together with,

Lot 2 of Subdivision of A.V. FRENCH PROPERTY, recorded in Plat Book 7, Page 10 of the Public Records of Seminole County, Florida; together with,

The west 101.03 feet of the east 949 feet of the north 140 feet of the northwest quarter of Section 36, Township 19 South, Range 30 East, Seminole County, Florida; together with,

The east 10 feet of the west 300 feet of the north 140 feet of the northeast quarter of the northwest quarter of Section 36, Township 19 South, Range 30 East, Seminole County, Florida; together with,

Beginning 247.97 feet west, and 140 feet south of the northeast corner of the northwest quarter of Section 36, Township 19 South, Range 30 East, said point being on the northern right-of-way line of 13th Street in Sanford, Seminole County, Florida, run north 267.7 feet to the south line of 12th Street in said city, then east 80 feet to a point, thence southerly 267.7 feet, more or less, to a point 85.7 feet east of beginning, thence west to point of beginning, together with the south one-half of the vacated street on the north.

Legibility Unsatisfactory
For Microfilming

OFFICIAL RECORDS
BOOK PAGE
3924 1616
SEMINOLE CO., FL

WLM

Prepared by:
Return to:
WILLIAM L. COLBERT, ESQ.
P.O. Box 4848
Sanford, FL 32772-4848

OFFICIAL RECORDS
BOOK PAGE
3924 1609
SEMINOLE CO., FL

LAND DONATION AGREEMENT

THIS AGREEMENT is made as of August 9th, 2000 (the "Effective Date"), by and between **MAMIE RUTHE MCREYNOLDS** and **LAURENE WORTH** ("Mrs. McReynolds" and "Mrs. Worth"), as Co-Personal Representatives of the **ESTATE OF IRA VINSON HENDERSON**, deceased (the "Estate"), and **CITY OF SANFORD**, Seminole County, Florida.

WITNESSETH:

WHEREAS, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals.

(a) Ira Vinson Henderson died a resident of the City of Sanford, Seminole County, Florida. The estate of Ira Vinson Henderson, deceased, is being administered in the Circuit Court, Seminole County, Florida.

(b) At the time of his death, Mr. Henderson owned certain lands in the City of Sanford, which lands are referred to herein as the "Property" and are more particularly described in Exhibit "A" hereto.

(c) Mr. Henderson's Last Will and Testament, together with a Revocable Living Trust executed in conjunction with such Last Will and Testament, comprise Mr. Henderson's "Estate Planning Documents". Pursuant to the provisions of the Estate Planning Documents, certain of the assets of the Estate, including the Property, are to be distributed to such recipient or recipients as Mrs. McReynolds and Mrs. Worth determine. Mrs. McReynolds and Mrs. Worth have determined to distribute the Property to the City as a donation by the Estate, and the City wishes to receive the Property as a donation from the Estate.

(d) The parties intend that the Property be donated to the City expressly to be developed by the City for the benefit of the inner-city community in Sanford, and to be devoted exclusively to parks, recreation, and open space uses. In pursuit of this intention, the City has budgeted an amount for a Community Master Plan, including designs for using the Property for parks, recreation, and open space purposes.

(e) The parties intend, by this Agreement, to commemorate their understanding and agreement as to the development and use of the Property, and to provide for possibility that the City some day may dispose of the Property.

2. Donation; Deed; Fees and Costs. Mrs. McReynolds and Mrs. Worth as Co-Personal Representatives of the Estate, will execute and deliver to the City as Personal Representatives' Deed. Such

MARYANNE HORSE
CLERK OF CIRCUIT COURT
592241

SEMINOLE COUNTY, FL
RECORDED & VERIFIED
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THIS DOCUMENT IS A COPY OF THE ORIGINAL RECORD

execution and delivery shall be at no cost to the Estate, and the City shall bear the cost of any documentary stamp fees, transfer taxes, or recording costs that may be imposed by reason of the delivery or recording of such deed.

3. Title Evidence. The Estate shall not be responsible to the City for the costs of any title insurance, title examination, or other undertaking for the purpose of providing the City with evidence of title as to the Property. If the City wishes to obtain any such title evidence, the Estate, at no cost to the Estate, will provide any such documents as are appropriate and in the custody of the City, and reasonably will cooperate with the City as may be required to assist the City in obtaining such Title Evidence.

4. Use of Property. The Estate is donating the Property to the City on the express condition that the Property be used solely and exclusively for parks, recreation, and open space uses, and for no other use or purpose.

5. Special Covenants. The City covenants and agrees with Mrs. McReynolds and Mrs. Worth as follows:

(a) The City intends to use the Property solely and exclusively for parks, recreation, and open space uses, and for no other use or purpose.

(b) As of the date hereof, the City intends fully to develop the Property, and to that end the City has budgeted for a Community Master Plan, including designs for using the Property for parks, recreation, and open space purposes.

(c) The City expressly states that it has no present intention to sell, exchange, or otherwise dispose of the Property, and is accepting the Property for the use and benefit of the City and its residents, for the betterment of the community, all as contemplated by the terms of this Agreement.

6. Disposition of Property. If the City ever determines to sell or otherwise dispose of the Property, the City will do so in accordance with the following provisions of this paragraph 6:

(a) If the Property is sold, it shall be sold for full and adequate consideration, and the full proceeds shall be deposited with one or more municipal funds maintained by the City solely for parks, recreation, and open space uses.

(b) If the Property is traded or exchanged, it shall be traded or exchanged only for real property to be used by the City only for parks, recreation, and open space uses; and thereafter such replacement shall be held by the City subject to the same restrictions and limitations as are applicable to the Property by reason of the provisions of the Deed and the provisions of this Agreement. Following such trade or exchange, any real property received in exchange for the Property shall become a substitute therefor, and in all respects shall be subject to all restrictions, limitations, and conditions set out herein, specifically including the provisions of paragraph 6(a) hereof.

(c) The City may donate or contribute the Property to an organization or group of organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 (the

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SEMIWOLE CO., FL

"Code"), and to which contributions are deductible pursuant to the provisions of section 170 of the Code, and having as one of their principal purposes community development, working with inner-city youth and other residents, or other, similar, community assistance and development purposes.

7. Amendment and Waiver. This Agreement may not be amended or modified at any time and or in any respect, nor may any provisions be waived, except by written instrument executed by the party to be charged with such amendment or waiver.

8. Sections and Other Headings. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9. Counterpart Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one instrument. Facsimile signatures may be deemed binding for this Agreement, or any modification or amendment hereto, or any leases or other documents contemplated hereby, provided that originals of same are delivered within a reasonable time.

10. Construction. All gender references employed in this Agreement shall include all genders, the singular shall include the plural, and the plural shall include the singular as permitted or required by the context.

11. Parties in Interest. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties, or representations between the parties with respect to the subject matter hereof other than as set forth herein or as herein provided.

IN WITNESS WHEREOF, the parties have caused this Land Donation Agreement to be executed as of the date first stated above.

8-9-00
(Date Signed)

8-9-00
(Date Signed)

7/28/2000
(Date Signed)

ESTATE OF IRA VINSON HENDERSON,
Deceased

By: Marianne Ruth McKeynods
Marianne Ruth McKeynods,
Co-Personal Representative

By: Laurence H. Worth
Laurence H. Worth,
Co-Personal Representative

City of Sanford

By: Larry A. Dale
Larry A. Dale, Mayor
300 N. PARK AVE
Sanford, FL 32711

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SEMINOLE CO., FL
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RECORDED
107

STATE OF FLORIDA
COUNTY OF SEMINOLE

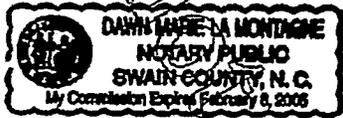
The foregoing instrument was acknowledged before me this 28th day of July, 2000, by LARRY A. DALE, Mayor of the City of Sanford, Florida, and who is personally known to me.



Diane Crews
Notary Public - State of Florida

STATE OF North Carolina
COUNTY OF Swain

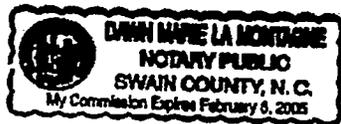
The foregoing instrument was acknowledged before me this 9th day of August, 2000, by MAMIE RUTHE McREYNOLDS, who is personally known to me or who produced _____ as identification.



Dawn Marie LaMontagne
Notary Public - State of North Carolina
Print Name: DAWN MARIE LAMONTAGNE

STATE OF North Carolina
COUNTY OF Swain

The foregoing instrument was acknowledged before me this 9th day of August, 2000, by LAURENE H. WORTH who is personally known to me or who produced _____ as identification.



Dawn Marie LaMontagne
Notary Public - State of North Carolina
Print Name: DAWN MARIE LAMONTAGNE

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Original Copy

Exhibit A

LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

THE
SEMINOLE
COUNTY

East part of the southwest quarter of Section 25 and the northwest quarter of Section 36, Township 19 South, Range 30 East, lying and being in Seminole County, Florida, more particularly described as follows:

Lot 6 and 7, the west 87.20 feet of Lots 8, 9 and 10, and the north one-half of the vacated street adjacent to Lot 10 on the south, Block 13, Tier 11, Town of Sanford according to E.R. TRAFFORD'S MAP, recorded in Plat Book 1, Pages 56 through 64, Public Records of Seminole County, Florida; together with,

The west 101.03 feet of Lots 6 and 7, and the south one-half of the vacated street adjacent to Lot 6 on the north, Block 14, Tier 11, Town of Sanford, according to E.R. TRAFFORD'S MAP, recorded in Plat Book 1, Pages 56 through 64, Public Records of Seminole County, Florida; together with:

Lot 2 of Subdivision of A.V. FRENCH PROPERTY, recorded in Plat Book 7, Page 10 of the Public Records of Seminole County, Florida; together with.

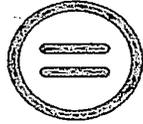
The west 101.03 feet of the east 949 feet of the north 140 feet of the northwest quarter of Section 36, Township 19 South, Range 30 East, Seminole County, Florida; together with.

The east 10 feet of the west 300 feet of the north 140 feet of the northeast quarter of the northwest quarter of Section 36, Township 19 South, Range 30 East, Seminole County, Florida; together with.

Beginning 247.97 feet west, and 140 feet south of the northeast corner of the northwest quarter of Section 36, Township 19 South, Range 30 East, said point being on the northern right-of-way line of 13th Street in Sanford, Seminole County, Florida, run north 267.7 feet to the south line of 12th Street in said city, then east 50 feet to a point, thence southerly 267.7 feet, more or less, to a point 83.7 feet east of beginning, thence west to point of beginning, together with the south one-half of the vacated street on the north.

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**Central Florida
Urban League**

*Empowering Communities.
Changing Lives.*

July 31, 2022

The Honorable Norton N. Bonaparte, Jr
City Manager
City of Sanford
300 N. Park Avenue
Sanford, Florida 32771-1244

Dear Manager Bonaparte,

Since its establishment in 1977, the Central Florida Urban League (CFUL) has honed its mission to focus on the Three Es: Education, Employment, and Entrepreneurship. These pillars guide all CFUL programming and initiatives, ensuring that the organization can truly make a difference in the fight to end generational poverty in our community and beyond.

The CFUL is formally requesting from the City of Sanford to purchase the Henderson property for \$50,000.00 during the month of August 2022, which will allow the Central Florida Urban League to expand its programming and to move its headquarters to Sanford, Florida. The City of Sanford and its residents will receive the follow benefits at no cost:

1. Job Training & Career planning programming
2. Financial education programming
3. Small Business and Entrepreneurship support
4. Community garden with fresh produce
5. Bridging Gap between Law enforcement & community programming
6. Community health and wellness clinic
7. Youth Enrichment and Learning Centers

Collectively all seven programming initiatives have a value of over \$25 million, over 5 years, of economic impact to the historical Goldsboro neighborhood and the City of Sanford.

The CFUL believes that residents of the City of Sanford would truly benefit from our initiatives. Our physical presence would be a tremendous boost to the population, with the addition of many new programs, but most importantly, inspiring residents to seek our assistance in bettering themselves and those around them.

Thank you in advance for your consideration,

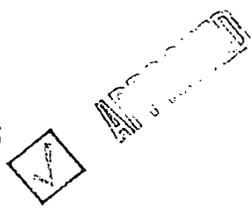
Glenton Gilzean, Jr.
Central Florida Urban League



CITY OF
SANFORD
FLORIDA

WS __ RM X
Item No. S.B

CITY COMMISSION MEMORANDUM 23-016
JANUARY 23, 2023 AGENDA



TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Craig M. Radzak, Assistant City Manager
Nicole J. Osburn, Community Relations and Neighborhood Engagement Director
SUBMITTED BY: Norton N. Bonaparte, Jr., ICMA-CM, City Manager
SUBJECT: Land Donation Agreement; Central Florida Urban League Inc.; Henderson Property; Resolution No. 2023-3105

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval of Resolution No. 2023-3105, relating to a land donation agreement between the Central Florida Urban League Inc., a Florida not-for-profit corporation (CFUL), and the City, is requested.

FISCAL/STAFFING STATEMENT:

There is no fiscal or staffing impact at this time. Closing costs are being borne by the CFUL.

BACKGROUND:

The original land donation agreement of August, 2000 provided for real property, also known as the "Henderson property", to be given to the City by Ira Vinson Henderson. The 2000 agreement provided that the seven donated parcels of land be used for parks, recreation area, open spaces area, or similar uses for the benefit of the public. The agreement also provided that, if the City decided to dispose of the property, it may donate or contribute the property to an organization or group of organizations that are described as a 501 (c)(3) non-profit organization of the Internal Revenue Code. The CFUL meets that requirement.

At the August 8, 2022 City Commission work session, the consensus of the Commission was to move forward with the donation of the Henderson property to the CFUL and have the City Attorney's Office and City staff prepare a land donation agreement between the CFUL and the City. From 120 days of the effective date of the agreement (the date this agreement is executed by the City), the CFUL shall have right to inspect the Henderson property and conduct any tests, studies, investigations, and any other examinations. The CFUL reserves the right to terminate this agreement before the 120-day inspection period.

To ensure the operations of its headquarters building, the CFUL agreed to commence and complete construction of its headquarters building on the Henderson property before the third anniversary

of the closing of the donation. In the event that the CFUL fails to satisfy this provision, title to the Henderson property would revert back to the City. If at any time with 20 years after the CFUL's completion of the construction of its headquarters building, the CFUL receives a written offer or purchase agreement to purchase the property and all improvements, which the CFUL intends to accept, it shall give the City written notice within 15 days of such offer. Upon written notice the City shall have the following rights:

- (1). Have the right of first refusal to purchase the property and all improvements within 30 days of written notice from the CFUL.
- (2). If the City declines the right of first refusal, the City shall receive the sum of \$310,000 (estimated fair market value of the property) from the proceeds of the sale.

The only closing costs incurred by the City shall be any costs associated with any title corrections. The CFUL shall pay all other costs of closing such as title insurance, recording fees, and documentary stamp fees. Other special provisions of the agreement require the following:

- (1). The architectural design of the building shall be subject to approval by the City and the Goldsboro neighborhood.
- (2). The CFUL shall hold at least two community meetings to discuss the improvements of the property and the mission of the CFUL and the programs and services to be offered to the community.
- (3). The CFUL shall provide benefits to the community at no cost to include, but not be limited to:
 - (a). Job training and career planning.
 - (b). Financial education.
 - (c). Small business and entrepreneurial support.
 - (d). A community garden with fresh produce.
 - (e). Bridging the gap between law enforcement and the community.
 - (f). Community health and wellness.
 - (g). Youth enrichment and learning centers.

Resolution No. 2023-3105, has been developed to address title issues that relate to the property donation and in order to provide implementing authority for the transaction.

LEGAL REVIEW:

The Assistant City Attorney has assisted with this matter and has no legal objections.

RECOMMENDATION:

City staff recommends that the City Commission approve the land donation agreement and adopt Resolution No. 2023-3105.

SUGGESTED MOTION:

“I move to approve the land donation agreement and adopt Resolution No. 2023-3105.”

- Attachments: (1). Land Donation Agreement.
(2). Land Donation Agreement/Personal Representative Distributive Deed.
(3). CFUL letter to the City, dated July 31, 2022.
(4). Resolution No. 2023-3105.