



Marion Rayburn  
Chair

David Gragg  
Vice-Chair

Steve Kreidt  
Board Member

Ryan Santurri  
Board Member

Dr. Aileen Trivedi  
Board Member

**PUBLIC NOTICE**  
**PLANNING AND ZONING BOARD MEETING – September 14, 2020**

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**WELCOME!** We are very glad you have joined us for today’s Planning and Zoning meeting. The Planning and Zoning Board is an advisory board to City Council comprised of citizen members who voluntarily and without compensation devote their time and talents to a variety of zoning and land development issues in the community. All P&Z recommendations are subject to final action by City Council. The results of today’s meeting will be presented at the noted City Council meeting for approval of recommended actions. Any person desiring to appeal a recommended action of the Board should observe the notice regarding appeals below. **CAUTION:** Untimely filing by any appellant shall result in an automatic denial of the appeal.

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The Planning and Zoning Board as the Local Planning Agency for the City of Edgewood will meet at 405 Bagshaw Way, Edgewood, Florida, to consider the items of business listed herein at the time and date indicated below.

**Monday, September 14, 2020 at 6:30 pm**

- Call to Order
- Pledge of Allegiance
- Roll Call and Determination of Quorum
- Approval of Minutes August 10, 2020 – Regular P&Z Meeting
- New Business
  - **Variance request - 275 Prescott Ave.**  
Variance 2020-06 Sec. 134-483 – Location of accessory structures in residential areas
  - **Oakwater Professional Park Annexation**  
Proposed Ordinance No. 2020-05
- Comments/Announcements

- **FUTURE MEETINGS:** Schedule contingent upon submittal of items that require consideration of the Planning & Zoning Board as the local planning agency for the City of Edgewood).
  - October 12, 2020
  - November 9, 2020

**GENERAL RULES OF ORDER**

You are welcome to attend and express your opinion. The Board is pleased to hear non-repetitive comments related to business before the Board; however, a five (5) minute time limit per person has been set by the Board. Large groups are asked to name a spokesperson. If you wish to appear before the Board, please fill out an Appearance Request Registration Form and give it to the City Clerk. When recognized, state your name and speak directly into the microphone. The City is guided by ROBERTS RULES OF ORDER in governing the conduct of the meeting. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at 407-851-2920 at least 24 hours in advance of the meeting.

**WE ASK THAT ALL ELECTRONIC DEVICES (IE. CELL PHONES, PAGERS) BE SILENCED DURING OUR MEETING!**

Thank you for participating in your government!

**APPEALS:** According to Edgewood City Code Section 26-24 (2), “any person aggrieved by any recommendation of the Board acting either under its general powers or as a Board of Adjustment may file a notice of appeal to the City Council within seven (7) days after such recommendation is filed with the City Clerk. Per Section 286.0105, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceeding and may need to ensure that a verbatim record is made.



PLANNING & ZONING BOARD MEEETING MINUTES  
August 10, 2020

**Planning and Zoning Board Members:**

Marion Rayburn, Chair (absent) (Quorum)  
David Gragg, Vice-Chair  
Steve Kreidt, Board Member  
Ryan Santurri, Board Member  
Aileen Trivedi, Board Member(absent)

**Staff:**

Drew Smith, City Attorney  
Allen Lane, City Engineer  
Sandra Riffle, Deputy City Clerk  
David Ireland, Police Sergeant

**Applicant:**

Sheila Cichra, Streamline Permitting  
Michael Anderson, property owner

**CALL TO ORDER**

Vice-Chair Gragg called the Planning and Zoning Board meeting to order at 6:30 pm and led the Pledge of Allegiance.

Deputy City Clerk Riffle announced that there was a quorum with Chair Rayburn and Board Member Trivedi absent.

**APPROVAL OF MINUTES**

- July 13, 2020, Regular Planning and Zoning Meeting Minutes

Vice-Chair Gragg proposed to remove the line "M: Board Member Gragg" on page 3. Deputy City Clerk Riffle said that Chair Rayburn's name on the minutes would be replaced with Vice-Chair Gragg's as Chair Rayburn was absent.

Board Member Santurri moved to approve the minutes with corrections; second by Board Member Kreidt. The motion passed (3/0).

**NEW BUSINESS**

Variance Request 2020-05 - 5357 Oak Terrace Drive boat dock

Engineer Lane introduced the variance request to allow the boat dock to be 0.5 feet (6.0 inches) above the maximum allowable height, per Code Section 14-11 (b)(5), because it was built slightly high. The contractor provided a narrative that addresses the criteria for a boat dock variance request, which was included in the agenda package.

Sheila Cichra from Streamline Permitting approached the podium and explained the history of why this boat dock was built too high.

Engineer Lane said the primary reason for the extra height appears to be the roofing material. They used clay tiles to match the house; if they had used asphalt shingles, the dock would be closer to about one inch too high.

The homeowner was present but did not have any comments.

There was no public comment.

Deputy City Clerk Riffle said that 30 letters were mailed to property owners within 500 feet of the applicant's address. There were no remarks or objections. Board Member Santurri said that he has no problem with approval.

Vice-Chair Gragg noted that he received a letter and did not have any objections.

***Board Member Ryan made a motion to recommend approval of the variance to the City Council; second by Board Member Kreidt. The motion passed (3/0).***

A roll call vote was taken.

Vice-Chair Gragg	Approve
Board Member Kreidt	Approve
Board Member Santurri	Approved
Chair Rayburn	Absent
Board Member Trivedi	Absent

This matter will go to City Council on Tuesday, September 15, 2020.

#### COMMENTS/ANNOUNCEMENTS

Deputy City Clerk Riffle said she anticipates a P&Z meeting in August.

***Board Member Santurri made a motion to adjourn the meeting at 6:40 pm; second by Vice-Chair Gragg.***

David Gragg, Vice-Chair

Sandra Riffle, Deputy City Clerk



## Memo

**To:** Planning and Zoning Board Members  
**CC:** Bea Meeks, Drew Smith, Allen Lane, David Mahler  
**From:** Sandy Riffle, Deputy City Clerk  
**Date:** September 9, 2020  
**Re:** New Business Items

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The following items for the September 14, 2020 Planning and Zoning Board Meeting are included for your review.

- **275 Oak Terrace Drive – Variance Request 2020-06**
  - Application for Variance, survey, and images date stamped August 6, 2020
  - Narrative from Marc and Shannon Compere, date stamped August 18, 2020
  - Staff report from Allen Lane, P.E. CPH, dated August 24, 2020

On September 2, 2020, 58 letters of public notice were mailed to property owners within 500 feet of the property. On September 3, 2020, a public notice sign was posted on the subject property. As of this date there were no objections. Three letters were returned as undeliverable.

The City Engineer is prepared to respond to any questions you may have regarding the variance request. The applicant will also be in attendance.

- **Oakwater Professional Park Annexation**

Please refer to the memo from City Clerk, Bea Meeks which outlines the contents of the package for the proposed annexation.





**To justify this variance, applicant must demonstrate the following:**

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification
2. the special conditions and circumstances do no result from the action of the applicant
3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance
4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue
5. the variance sought will not authorize or extend any non-conforming use or other non-conformity with respect to the land or structures in questions
6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will no authorize a use of the property not permitted by its zoning classification
7. the variance sought will be consistent with the Edgewood Comprehensive Plan

**Applicant must agree that:**

1. In granting any variance, the City may prescribe appropriate conditions and safeguards in conformity with the Ordinances, and any regulations enacted under its authority. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted shall be deemed a violation of Edgewood ordinances.

<b>AGREE:</b>	✓ <b>(HDC)</b>	<b>DISAGREE:</b>	
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2. The variance recommended by the Planning and Zoning Board and approved by the City Council shall expire in 12 months in accordance with Chapter 134-104 (3) (e).

<b>AGREE:</b>	✓ <b>(HDC)</b>	<b>DISAGREE:</b>	
---------------	----------------	------------------	--

The applicant hereby states that the above request for Variance does not violate any deed restrictions on the property.

Applicant's Signature:	Date: 30 Jul 2020
Applicant's Printed Name: Marc Compere	
Owner's Signature:	Date: 20 Jul 2020
Owner's Printed Name: Marc Compere	

Please submit your completed application to City Hall via email at [bmeeks@edgewood-fl.gov](mailto:bmeeks@edgewood-fl.gov) or [sriffle@edgewood-fl.gov](mailto:sriffle@edgewood-fl.gov), via facsimile to 407-851-7361, or hand deliver to City Hall located at 405 Bagshaw Way. For additional questions, please contact City Hall at 407-851-2920.





Proposed location of solar array.

275 Prescott Dr.

Prescott Drive

RECEIVED

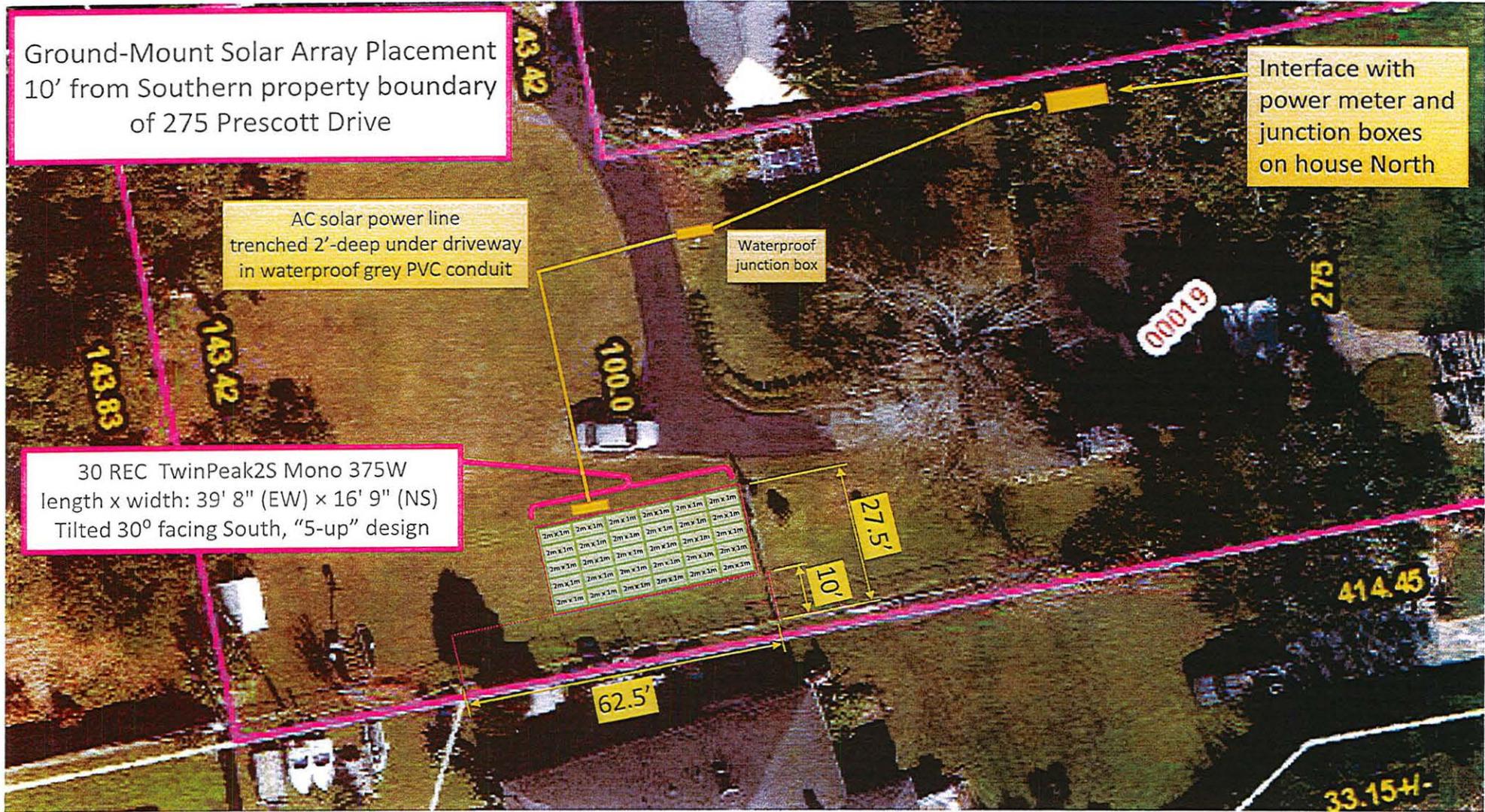
AUG 06 2020

CITY OF EDGEWOOD

RECEIVED

AUG 06 2020

CITY OF EDGEWOOD



RECEIVED

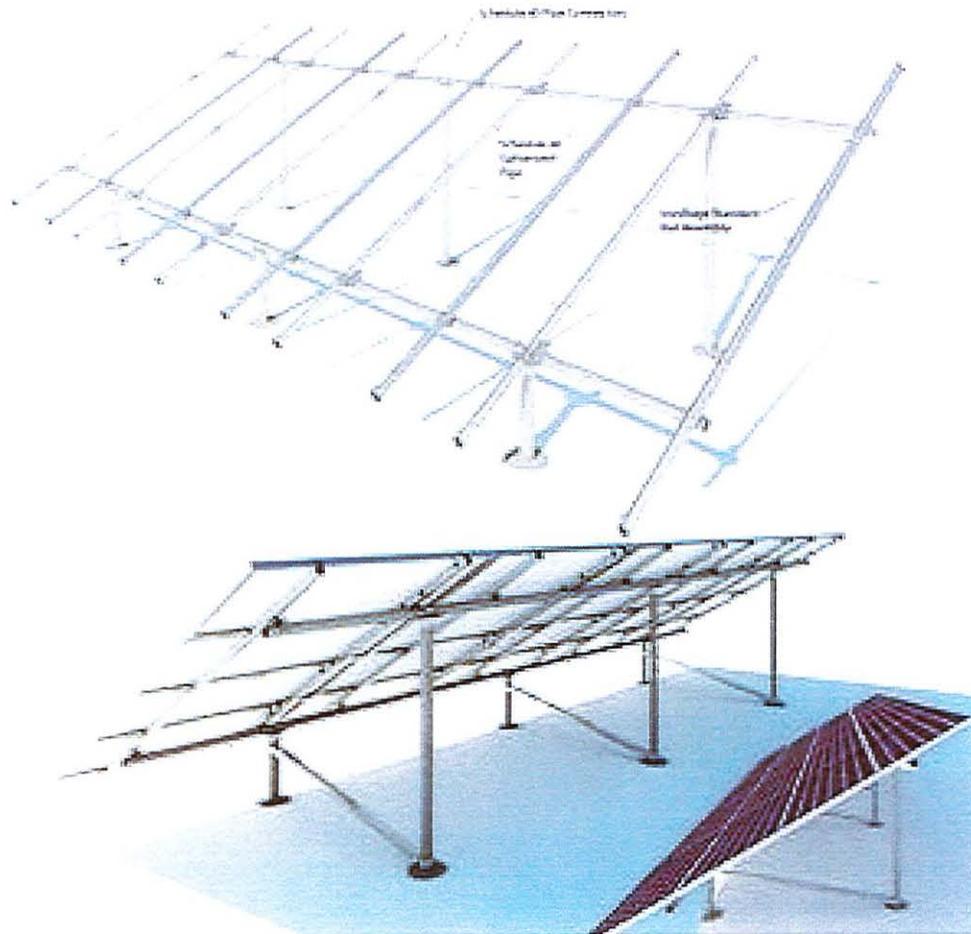
AUG 06 2020

CITY OF EDGEWOOD

# General Images: Ironridge Racking System



# General Images: Ironridge Racking System



RECEIVED  
AUG 18 2020  
CITY OF EDGEWOOD

Edgewood Variance Application Questions

For:		Best contact:	
	Marc and Shannon Compere		Shannon's cell: 512.587.8790
	275 Prescott Dr.		Marc's email: <a href="mailto:comperem@gmail.com">comperem@gmail.com</a>
	Edgewood FL 32809		

Pertaining to: Edgewood Ordinance number 2019-08, Section 3: Section 134-483(c)

Section 3: Section 134-483, "Location of accessory buildings and uses in residential areas," is hereby amended to read as follows:

Sec. 134-483. - Location of accessory buildings structures and uses in residential areas.

- (a) ~~With the exception of screen enclosures and boat docks/boat houses. When an accessory building structure is attached to a principal structure by a breezeway, passage or otherwise, it shall become a part of the principal building and shall be subject to the required setbacks of the principal building.~~
- (b) ~~With the exception of screen enclosures and boat docks/boat houses, A detached accessory building structure, including garage apartments, shall not be located closer than five feet to a lot line, nor closer than six feet to any other accessory building on the same lot.~~
- (c) No detached accessory building structure shall be located in front of the principal building.
- (d) No accessory building structure may be constructed prior to construction of the principal building.
- (e) Unless specifically provided otherwise elsewherein in this Code, accessory fixtures, including but not limited to, generators, air conditioning/heating and ventilation components, and swimming pool pumps/heaters, appurtenant to any building are considered a

2

ORDINANCE 2019-08

Ordinance link:

[https://library.municode.com/fl/edgewood/ordinances/code\\_of\\_ordinances?nodeId=1020124](https://library.municode.com/fl/edgewood/ordinances/code_of_ordinances?nodeId=1020124)

The 7 questions:

To justify this variance, applicant must demonstrate the following:

1. That special condition and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or building in the same zoning classification

The best location for a solar installation on this property is in the front yard. The front yard at 275 Prescott Drive is not typical of other front yards in typical neighborhoods. Prescott Drive is a straight, dead-end road with no sidewalks. Our property is not connected to Prescott Drive directly and requires a short (100-foot) drive across another property to reach the home. So this front yard has no visibility to Prescott Drive and limited visibility to the adjacent neighborhood on The Oaks Circle.

[ A detailed graphical representation of this permit application, the property, and solar design is included in the attachment titled: solar\_design\_for\_275\_prescott\_drive.2020.08.13.pdf ]

2. the special conditions and circumstances do no result from the action of the applicant

The reason we need a ground-mount solar power system is because our roof does not have enough sunny space to properly energize a 10kW solar power system. There are good areas on the roof but the trees provide cover to the roof in a way that daily and seasonal variation inhibit a single continuous open space with sun to energize the 10kW set of PV panels.

[ A detailed graphical representation of this permit application, the property, and solar design is included in the attachment titled: solar\_design\_for\_275\_prescott\_drive.2020.08.13.pdf ]

3. literal interpretation or enforcement of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification under the terms of the Ordinance

It is perfectly reasonable and advisable to install a 10kW solar power system for a home with 1532 ft<sup>2</sup>. This will provide adequate power to reduce the vast majority of our annual electric energy costs. This is a commonly accepted size and plan for reducing power and energy during normal weather conditions. This system is not intended for use during or after a hurricane.

[ A detailed graphical representation of this permit application, the property, and solar design is included in the attachment titled: solar\_design\_for\_275\_prescott\_drive.2020.08.13.pdf ]

4. the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible for the regulation at issue

The variance is to place a 10kW ground mount system in the front yard. There is 10 feet of separation from the ground-mount solar power system and the South boundary fence so the 'front yard' variance is the minimum variance to achieve our goal of reduce electric bills from a 10kW solar power system.

[ A detailed graphical representation of this permit application, the property, and solar design is included in the attachment titled: solar\_design\_for\_275\_prescott\_drive.2020.08.13.pdf ]

5. the variance sought will not authorize or extend any non-conforming use or other non-conformity with respect to the land or structures in questions

There is no other reason we need this variance approved than to install a ground-mount 10kW solar power system. There is no other use planned for this space.

[ A detailed graphical representation of this permit application, the property, and solar design is included in the attachment titled: solar\_design\_for\_275\_prescott\_drive.2020.08.13.pdf ]

6. the granting of the variance will be in harmony with the general intent and purpose of this Ordinance, will not be injurious to the area involved, or surrounding properties, and will no authorize a use of the property not permitted by its zoning classification

This variance application is in harmony with the general intent and purpose of the Edgewood Ordinances and will not interfere with or pose a safety risk to neighbors or any non-authorized use for the zoning classification.

[ A detailed graphical representation of this permit application, the property, and solar design is included in the attachment titled: `solar_design_for_275_prescott_drive.2020.08.13.pdf` ]

**7. the variance sought will be consistent with the Edgewood Comprehensive Plan.**

This variance request for ground mounted solar in the front yard at 275 Prescott Drive is consistent with the Edgewood Comprehensive Plan.



1117 East Robinson St.  
Orlando, FL 32801  
Phone: 407.425.0452  
Fax: 407.648.1036

To: Planning and Zoning Board  
XC: Sandy Riffle  
Bea Meeks  
Drew Smith

From: Allen C. Lane, Jr., P.E.

Date: August 24, 2020

RE: 275 Prescott Drive  
Variance for installation of solar panels on property  
Edgewood Code of Ordinances – Chapter 134, Article V, Sec. 134-483 accessory structures

I Requested action by Board:  
Consideration of approval or denial of the requested variance:  
Edgewood Code of Ordinances – Chapter 134, Article V, Sec. 134-483 accessory structures

Sec. 134-483. - Location of accessory structures in residential areas.

(b) With the exception of screen enclosures and boat docks/boat houses, a detached accessory structure shall not be located closer than five feet to a lot line, nor closer than six feet to any other accessory building on the same lot.

(c) No detached accessory structure shall be located in front of the principal building.

The applicant proposes to construct a solar panel field in the front yard of the home.

II Relevant Facts  
Owner: Marc and Shannon Compere  
Address: 275 Prescott Drive  
Tax parcel ID number: 13-23-29-3364-00-0019  
Lot:  
Zoning: R-1AA  
Lake or canal: Lake Gatlin



Pages 16-34 purposely  
omitted.



**TO:** Sandy Riffle, Deputy City Clerk

**Cc:** Planning & Zoning Board Chair Marion Rayburn, Planning & Zoning Board Vice Chair David Gragg and Planning & Zoning Board Members Dr. Aileen Trivede, Ryan Santurri and Steve Kreidt

**DATE:** August 31, 2020

**RE:** Oakwater Annexation

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This email serves as my request to place the proposed annexation for Oakwater Professional Park on the Planning & Zoning Board Agenda, for their consideration and recommendation to Council.

Attached with this memo is the following:

1. Annexation Schedule (subject to change)
2. Urban Services Report
  - This report was mailed on August 27, 2020, to Orange County Mayor Jerry Demings and County Commissioners, in accordance with Florida Statute.
  - Planner Hardgrove will be in attendance and available to provide a summary of this report and answer questions for the Planning & Zoning Board.
3. Proposed Ordinance No. 2020-05
  - The proposed Ordinance includes a copy of the recorded Pre-annexation Agreement.
4. This report also includes a copy of the proposed Right-of-Way Easement, which will not be executed and recorded until after approval of the Ordinance, and the appeal time has run.
  - City Attorney Smith will respond to questions regarding the easement.

Please provide me with a summary of the Planning & Zoning Board's review and recommendation for City Council to consider in their October 20, 2020 City Council meeting.

advertisement is published. The second public hearing shall be held on a weekday at least 5 days after the day that the second advertisement is published. Each such ordinance shall propose only one reasonably compact area to be annexed. However, prior to the ordinance of annexation becoming effective, a referendum on annexation shall be held as set out below, and, if approved by the referendum, the ordinance shall become effective 10 days after the referendum or as otherwise provided in the ordinance, but not more than 1 year following the date of the referendum. (See Attached Mail Matrix).

3. F.S. §171.042(3)- The governing body of the municipality shall, not less than 10 days prior to the date set for the first public hearing required by s. 171.0413(1), mail a written notice to each person who resides or owns property within the area proposed to be annexed. The notice must describe the annexation proposal, the time and place for each public hearing to be held regarding the annexation, and the place or places within the municipality where the proposed ordinance may be inspected by the public. A copy of the notice must be kept available for public inspection during the regular business hours of the office of the clerk of the governing body.

DATE	TASKS
August 27, 2020	Mail Urban Services Report to the County (Mail 15 days prior to 9/14/2020 P&Z Meeting)
September 1, 2020	Mail Public Notice pursuant to F.S. 171.042(3) (To all property owners w/in Oakwater)
September 14, 2020	P&Z review/consideration of Annexation – Forward recommendation to City Council October 20 <sup>th</sup> 1st public hearing §171.044.
October 8, 2020	Publish Ordinance as legal ad in the Orlando Sentinel (October 20, 2020 hearing date) Legal Ad.
October 20, 2020	First Public Hearing
November 5, 2020	Advertise Ordinance Second/Final Reading (November 17th hearing date) Legal Ad.
November 17, 2020	Second/Final Public Hearing
	30 days to appeal after approval do the following:  1. Record Easement 2. Letters to State and County Agencies Per Statute

ORDINANCE NO. 2020-05

1  
2  
3 AN ORDINANCE OF THE CITY OF EDGEWOOD,  
4 ORANGE COUNTY, FLORIDA, ANNEXING  
5 APPROXIMATELY 16.32 ACRES INTO THE CORPORATE  
6 LIMITS OF THE CITY OF EDGEWOOD; PROVIDING  
7 FOR LEGISLATIVE FINDINGS; PROVIDING FOR LAND  
8 USE DESIGNATION; PROVIDING FOR REVISION OF  
9 CITY CHARTER AS TO LAND BOUNDARIES;  
10 PROVIDING FOR FILINGS WITH APPROPRIATE  
11 GOVERNMENTAL ENTITIES; PROVIDING FOR  
12 SEVERABILITY; PROVIDING FOR CONFLICTS;  
13 PROVIDING FOR CODIFICATION; AND PROVIDING  
14 FOR AN EFFECTIVE DATE.  
15

16 WHEREAS, the City desires to annex the property described in Exhibit "A" attached  
17 ("Annexation Area"); and  
18

19 WHEREAS, the Annexation Area has no registered electors, and owners representing a  
20 majority of the parcels and land area in the Annexation Area have consented to annexation  
21 pursuant to a Preannexation Agreement attached hereto as Exhibit "B"; and  
22

23 WHEREAS, the City Council has determined that the property proposed to be annexed  
24 into the City of Edgewood is all within an unincorporated area of Orange County, is reasonably  
25 compact and contiguous to the corporate areas of the City of Edgewood, and it is further  
26 determined that the annexation of said property will not result in the creation of any enclave, and  
27 it is further determined that annexation of said property otherwise fully complies with the  
28 requirements of State law; and  
29

30 WHEREAS, as required under F.S. § 171.042(1), the City has prepared an urban  
31 services report, which notes that the City can provide all urban services currently enjoyed by  
32 residents of the City immediately upon annexation; and  
33

34 WHEREAS, as required under F.S. § 171.042(2), the City provided a copy of its urban  
35 services report to the Orange County Board of County Commissioners no fewer than fifteen (15)  
36 days prior to commencing annexation procedures; and  
37

38 WHEREAS, as required under F.S. § 171.042(3) the City mailed written notice  
39 describing (1) the annexation proposal, (2) the time and place for each public hearing to be held  
40 regarding the annexation and (3) the place within the municipality where the proposed ordinance  
41 was available for inspection to each person who resides or owns property within the Annexation  
42 area no fewer than ten (10) days prior to the date of the first public hearing on this annexation;  
43 and  
44

45 WHEREAS, the City has complied with all provisions required under Chapter 171,  
46 *Florida Statutes*; and



93 severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be  
94 held to be invalid or unconstitutional, this decision shall not affect the validity of the remaining  
95 section, sentences, clause and phrases of this ordinance, which shall remain in effect it being the  
96 legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

97  
98 **Section 9. Conflicts.** Any ordinance in conflict with this ordinance is hereby  
99 repealed by implication.

100  
101 **Section 10. Codification.** The provisions of this Ordinance shall not be codified, but  
102 the annexed property shall be incorporated and included in all appropriate maps of the City  
103 Limits of the City of Edgewood.

104  
105 **Section 11. Effective Date.** This ordinance shall be effective immediately upon its  
106 adoption.

107  
108 **PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the City  
109 Council of the City of Edgewood, Florida.

110  
111 PASSED ON FIRST READING: \_\_\_\_\_

112  
113 PASSED ON SECOND READING: \_\_\_\_\_

114  
115 \_\_\_\_\_  
116 Richard A. Horn, Council President

117  
118 *ATTEST:*

119  
120 \_\_\_\_\_  
121 Bea L. Meeks  
122 City Clerk

**COMPOSITE EXHIBIT "A"**

**Parcels to be Annexed**

**OAKWATER CIRCLE:**

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-001

Legal: The common area Right-of-Way (OAKWATER CIR), OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**VACANT LAKE JENNIE JEWEL PARCEL:**

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-004

Legal: That part of the common area lying southwesterly of Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 1:**

Owned by: David F. Cowan, Jr. and Amanda Aubry Cowan, as husband and wife

Parcel ID: 12-23-29-6138-00-100

Legal: Unit 1, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 2:**

Owned by: Torres Realty Holding, LLC

Parcel ID: 12-23-29-6138-00-200

Legal: Unit 2, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930,

Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 3:**

Owned by: Donald S. Harden and Scottie M. Harden as Co-Trustees UDT

Parcel ID: 12-23-29-6138-00-300

Legal: Unit 3, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNITS 4 and 5:**

Owned by: Neurology Holdings LLC

Parcel ID: 12-23-29-6138-00-400

Legal: Units 4 and 5, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 6:**

Owned by: Ritalex Properties, LLC

Parcel ID: 12-23-29-6138-00-600

Legal: Unit 6, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto; LESS; the North 55 feet of Unit 6.

**UNITS 7 and 8:**

Owned by: Oakwater Internal Medicine Specialists

Parcel ID: 12-23-29-6138-00-700

Legal: Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 9:**

Owned by: Lumi Holdings LLC

Parcel ID: 12-23-29-6138-00-900

Legal: Unit 9, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 10:**

Owned by: James B. Nicoloff and Zulima A. Nicoloff, as husband and wife

Parcel ID: 12-23-29-6138-01-000

Legal: Unit 10 and that part of the common area lying northerly of said Unit 10, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 11:**

Owned by: 3824 Oakwater Circle, LLC

Parcel ID: 12-23-29-6138-01-100

Legal: Unit 11 and that part of the common area lying northerly of said Unit 11, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**EXHIBIT "B"**

**Preannexation Agreement**

[Exhibit Begins on Following Page]

DOC# 20200380014  
07/15/2020 11:31:12 AM Page 1 of 22  
Rec Fee: \$188.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Phil Diamond, Comptroller  
Orange County, FL  
MB - Ret To: JACOB SCHUMER

Prepared by and return to:  
Jacob Schumer  
2300 Maitland Center Pkwy. Ste. 100  
Orlando, Florida 32801



**PRE-ANNEXATION AGREEMENT  
Oakwater Professional Park**

**THIS PRE-ANNEXATION AGREEMENT** (the "Agreement") is made and entered into this 29th day of June, 2020, by and between the **City of Edgewood, Florida**, a Florida municipal corporation ("City"), whose address is 405 Larue Avenue, Edgewood FL 32809, and the **Property Owners at Oakwater Professional Park**, a group of property owners (the "Owners"), whose precise identities and respective properties are further described herein. Owners and/or City are sometimes together referred to herein as the "Parties," and separately as a "Party," as the context requires.

**RECITALS:**

**WHEREAS**, the Owners collectively own certain real property located in Orange County, Florida consisting of 16.32 acres, more or less (the "Property"), which is further described and delineated by owner in attached **Exhibit "A"**; and

**WHEREAS**, the Property does not have any registered electors; and

**WHEREAS**, the parcels bordering the south of the Property are currently within the municipal boundaries of the City and both the City and the Owners desire that the Property be annexed into the City; and

**WHEREAS**, the Property is reasonably compact and contiguous and will not result in the creation of any enclaves, and will otherwise satisfy all requirements for voluntary annexation set forth in Chapter 171, *Florida Statutes*, whether through Section 171.044 or 171.0413; and

**WHEREAS**, the purpose of this Agreement is to set forth the understandings and agreements of the Parties with respect the foregoing, and other matters set forth herein; and

**WHEREAS**, this Agreement is authorized by the City's Home Rule Charter, Comprehensive Plan, Chapter 171, *Florida Statutes* and Article VIII, Section 2(b) of the Florida Constitution; and

**WHEREAS**, the City and Owners agree that after the Owners convey a right-of-way easement to the City establishing public access to Oakwater Circle (as described in Exhibit "A," which is owned by signor Oakwater Professional Park Owners Association, Inc. ("Oakwater POA")), the City will provide certain funding for resurfacing; and

**WHEREAS**, the Parties understand that the City intends to treat Oakwater Circle in the same manner as any other City right-of-way, and therefore neither this Agreement nor the

Oakwater Circle right-of-way easement will impose any contractual maintenance obligation on the City; and

**WHEREAS**, the Owners intend to seek further infrastructure and beautification upgrades but shall do so at their own direction, cost and expense; and

**WHEREAS**, the City finds that the City's interest will be best served by annexing the Property into its municipal boundaries under the terms of this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** Each and all of the foregoing Recitals are declared to be true and correct and are incorporated herein by this reference.
2. **Petition.** This Agreement, upon execution by Oakwater POA and the other Owners, who together represent more than 50 percent of the parcels of land in the Property, shall serve as and constitute a petition and consent by the signing Owners for the annexation of the Property into the City, provided that the City shall thereafter annex the Property into the City subject to the terms and conditions of this Agreement. Due to its individual obligations, Oakwater POA is an essential signor to this Agreement. By signing this Agreement, each signing Owner represents and confirms that they are authorized to bind their respective properties as reflected in Exhibit "A" and intend to do so with this Agreement.
3. **Annexation Fees.** No fees, costs or expenses will be charged to or become due from the Owners to the City on account of the City's review and processing of this Agreement or the annexation of the Property into the corporate limits of the City.
4. **Oakwater Circle Easement and Resurfacing.** Upon the Property successfully annexing into the City, including surviving any challenges under Section 171.081, *Florida Statutes*, Oakwater POA shall execute and the City shall accept the right-of-way easement providing public access to the entirety of Oakwater Circle attached as **Exhibit "B"**. Upon the recording of said easement, the City agrees to fund reasonably necessary expenses to (1) resurface and make subsurface repairs to the current road on Oakwater Circle, (2) repair and replace damaged curbing along Oakwater Circle, and (3) cut, maintain, remove, and replace trees as necessary due to such construction activities, up to a maximum total of \$50,000. In the event the project costs more than \$50,000, Oakwater POA agrees to fund the remainder. Oakwater POA shall control the resurfacing project and be responsible for its execution. If Oakwater POA fails to deliver the easement to the City within one year of the annexation of the Property, this section shall expire and be of no further force and effect.
5. **Limitation on Funding Obligations.** Except as specifically described in Section 4 of this Agreement, the City shall have no obligation to the Owners under this Agreement to fund any public facilities, infrastructure or maintenance on the Property or necessitated by development of the Property.



6. **Gender, Number and Subtitles.** As used in this Agreement, the plural includes the singular, and the singular includes the plural. Use of one gender includes all genders. Subtitles of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.
7. **Severability.** Invalidation of any word, clause, sentence, or section contained herein due to illegality, unconstitutionality, or for any other reason and as determined by a court of competent jurisdiction shall not act to cause this entire Agreement to be found to be invalid, illegal or unconstitutional, and said documents shall be read without such invalid, illegal or unconstitutional word, clause, sentence or section.
8. **Recording in Public Records.** This Agreement shall be recorded in the Public Records of Orange County, Florida. The City Clerk shall insure the proper recording is accomplished within fourteen (14) days after the execution of this Agreement by both Parties.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute on and the same instrument.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and Agreements. Amendment to or waivers of the provisions herein shall be made by the Parties in writing.
11. **No Third-Party Beneficiaries.** The Agreement is solely for the benefit of the Parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
12. **Controlling Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of City in effect at the time of the Effective Date.
13. **Venue.** The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
14. **No General Obligation.** In no event shall any obligation of City under this Agreement be or constitute a general obligation or indebtedness of City or a pledge of the ad valorem taxing power of City, within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither Owners nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of City or any other governmental entity or taxation in any form on any real or personal property to pay City's obligations or undertakings hereunder.
15. **Agency.** Owner and City, and their agents, contractors or subcontractors, shall perform all activities described in this Agreement as independent entities and not as agents of each other.



IN WITNESS WHEREOF, the Parties have set their hands and seals onto this Agreement prior to the Effective Date.

Signed, sealed and delivered in the presence of:

CITY OF EDGEWOOD, FLORIDA

Virginia Kentria  
Print Name: Virginia Kentria  
Sandra Ruffie  
Print Name: Sandra J. Ruffie

By: [Signature]  
John Dowless, Mayor  
Date: 6/29/2020

Attest [Signature]  
Bea L. Meeks City Clerk

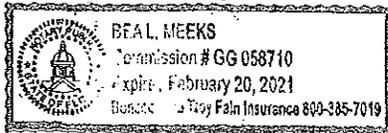


STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 29th day of June, 2020, by Virginia Kentria, Sandra Ruffie of the City of Edgewood, on behalf of the CITY OF EDGEWOOD, FLORIDA, a Florida municipal corporation, who is  personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Print Name: Bea L. Meeks



[Handwritten initials]

UNIT 1

DAVID F. COWAN, JR  
AMANDA AUBRY COWAN  
3615 S. Orange Avenue  
Orlando, FL 32806

Witnesses:

Becky J. Harris

Signature:

Becky J. Harris

Print Name:

Laurie Kilgore

Signature:

Laurie Kilgore

Print Name:

David F. Cowan, Jr  
DAVID F. COWAN, JR

Title: \_\_\_\_\_

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

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 28 day of April, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is  
\_\_\_\_\_ personally known to me or has produced Driver License as identification.

Notary Seal:



Michele Marie Root

Notary Public

Print Name: Michele Marie Root

Witnesses:

Becky J. Harris

Signature:

Becky J. Harris

Print Name:

Laurie Kilgore

Signature:

Laurie Kilgore

Print Name:

Amanda Aubry Cowan  
AMANDA AUBRY COWAN

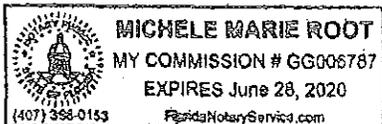
Title: \_\_\_\_\_

Date: 28 April 2020

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

The foregoing instrument was acknowledged before me on this 28 day of April,  
2020, by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the  
company, who is \_\_\_\_\_ personally known to me or has produced Driver License as  
identification.

Notary Seal:



Michele Marie Root

Notary Public

Print Name: Michele Marie Root

**UNIT 2**  
**TORRES REALTY HOLDING, LLC**  
3813 Oakwater Circle  
Orlando, FL 32806

Witnesses:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is  
\_\_\_\_\_ personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal:

Notary Public Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witnesses:

David Harden

Signature:

DAVID L. HAROEN

Print Name:

Sherilyn F. Whitaker

Signature:

Sherilyn F. Whitaker

Print Name:

Donald S. Harden  
DONALD S. HARDEN

Title: Co-Trustee

Date: 04-02-2020

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 2 day of April, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is \_\_\_\_\_ personally known to me or has produced Driver license as identification.

Notary Seal:



Witness:

David Harden

Signature:

DAVID L. HAROEN

Print Name:

Sherilyn F. Whitaker

Witness Signature:

Sherilyn F. Whitaker

Print Name:

Michele Marie Root

Notary Public Signature:

Print Name: Michele Marie Root

Scottie M. Harden  
SCOTTIE M. HARDEN

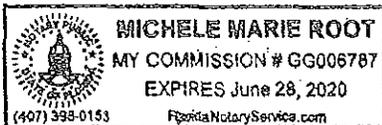
Title: Co-Trustee

Date: 4-2-2020

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 2 day of April, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is \_\_\_\_\_ personally known to me or has produced Driver license as identification.

Notary Seal:



Michele Marie Root

Notary Public Signature:

Print Name: Michele Marie Root

**UNITS 4/5**  
**NEUROLOGY HOLDINGS, LLC**  
3849 Oakwater Circle  
Orlando, FL 32806

Witnesses:

*Rebecca Klatter*  
Signature:

Rebecca Klatter  
Print Name:

*Naomi Klatter*  
Signature:

Naomi Klatter  
Print Name:

*Shawn Klatter*  
Signature:

Shawn S. Klatter  
Print Name:

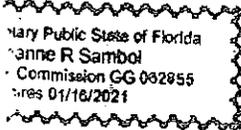
Title: Manager LLC

Date: 4/9/2020

STATE OF FL  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 9<sup>th</sup> day of April, 2020, by Shawn Klatter as \_\_\_\_\_ of, on behalf of the company, who is  personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal:



*Deanne R. Sambol*  
Notary Public Signature:

Deanne R. Sambol  
Print Name:

**UNIT 6**  
**RITALEX PROPERTIES, LLC**  
3861 Oakwater Circle  
Orlando, FL 32806

Witnesses:

[Signature]  
Signature:

Amanda Schnisen  
Print Name:

[Signature]  
Signature:

Karla Rolon Rivera  
Print Name:

[Signature]  
Signature:

Eugene Melvin Jr.  
Print Name:

Title: MO / owner

Date: 5.8.20

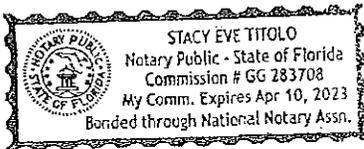
STATE OF FL  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of May, 2020, by Ritalex, as Eugene Melvin owner, on behalf of the company, who is  personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal:

[Signature]  
Notary Public Signature:

Stacy Titolo  
Print Name:

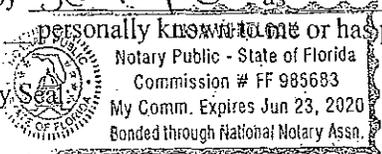


Signature: Michele Desesus  
Print Name: Michele Desesus  
Signature: Deleen D Smith  
Print Name: Deleen D Smith

Signature: Jeffrey Cohen MD  
Printed Name: Jeffrey Cohen MD  
Title: Managing Partner  
Date: 5/5/20

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5th day of May, 2020, by Jeffrey Cohen as MD of, on behalf of the company, who is personally known to me or has produced FID# C50043302020 as identification.

Notary Seal: 

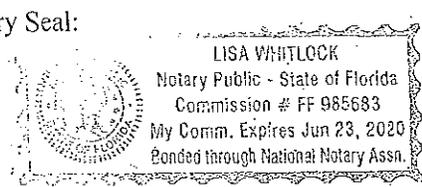
Notary Public Signature: [Signature]  
Print Name: Lisa Whitlock

Witnesses:  
Signature: Michele Desesus  
Print Name: Michele Desesus  
Signature: Deleen D Smith  
Print Name: Deleen D Smith

Signature: Jeffrey Cohen MD  
Print Name: C. Jeffrey Cohen MD  
Title: MD  
Date: 5/5/20

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 5th day of May, 2020, by Jeffrey Cohen as MD of, on behalf of the company, who is personally known to me or has produced FID# C50043302020 as identification.

Notary Seal: 

Notary Public Signature: [Signature]  
Print Name: Lisa Whitlock

**UNIT 9**  
**LUMI HOLDINGS LLC**  
3872 Oakwater Circle  
Orlando, FL 32806

Witnesses:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

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

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

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is  
\_\_\_\_\_ personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature:

\_\_\_\_\_  
Print Name:

Mercedes Torrey  
Signature:  
Mercedes Torrey  
Print Name:  
Charbel Iturrino  
Signature:  
Charbel Iturrino  
Print Name:

James B. Nicoloff  
Signature:  
JAMES B. NICOLOFF  
Title: Joint Owner  
Date: 4-21-20

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 21 day of April, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is \_\_\_\_\_ personally known to me or has produced Driver License as identification.



Witnesses:

M. Torrey  
Signature:  
Mercedes Torrey  
Print Name:  
Charbel Iturrino  
Signature:  
Charbel Iturrino  
Print Name:

Michele Marie Root  
Signature:  
Notary Public Signature:  
Print Name: Michele Marie Root

Zulima A. Nicoloff  
Signature:  
ZULIMA A. NICOLOFF  
Title: Joint Owner  
Date: 4/21/20

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on this 21 day of April, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is \_\_\_\_\_ personally known to me or has produced Driver License as identification.

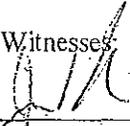
Notary Seal:



Michele Marie Root  
Signature:  
Notary Public Signature:  
Print Name: Michele Marie Root

**UNIT 11**

**3824 OAKWATER CIRCLE, LLC**  
3824 Oakwater Circle  
Orlando, FL 32806

Witnesses:  


Signature: \_\_\_\_\_  
Print Name: Jose Kubista

Signature: John Kumar

Signature: \_\_\_\_\_  
Print Name: Gokul Kumar

Print Name:

Elic Feinstein  
Signature: \_\_\_\_\_

Elic Feinstein  
Print Name: \_\_\_\_\_

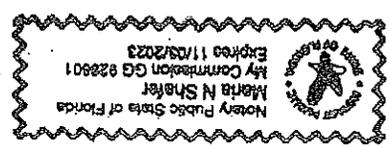
Title: Owner

Date: 4/9/2020

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 9 day of April, 2020,  
by E Feinstein, as Owner of, on behalf of the company, who is  
 personally known to me or has produced \_\_\_\_\_ as identification.

Notary Seal:



Maria Shafer  
Notary Public Signature: \_\_\_\_\_

Maria Shafer  
Print Name: \_\_\_\_\_

**OAKWATER CIRCLE and  
VACANT LAKE JENNIE  
JEWEL PARCEL:**

Oakwater Professional Park Owners  
Association, Inc.  
3802 Oakwater Circle, Suite 2  
Orlando, FL 32806

Witnesses:

M. Torres  
Signature:

James B. Nicoloff  
Signature:

Mercedes Torres  
Print Name:

JAMES B. NICOLOFF  
Print Name:

Claribel Iturrino  
Signature:

Title: PRESIDENT

Claribel Iturrino  
Print Name:

Date: 4.21.20

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 21 day of April, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of, on behalf of the company, who is \_\_\_\_\_ personally known to me or has produced Driver License as identification.

Notary Seal:



Michele Marie Root  
Notary Public Signature:

Michele Marie Root  
Print Name:

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-001

Legal: The common area Right-of-Way (OAKWATER CIR), OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**VACANT LAKE JENNIE JEWEL PARCEL:**

Owned by: Oakwater Professional Park Owners Association, Inc.

Parcel ID: 12-23-29-6138-00-004

Legal: That part of the common area lying southwesterly of Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 1:**

Owned by: David F. Cowan, Jr. and Amanda Aubry Cowan, as husband and wife

Parcel ID: 12-23-29-6138-00-100

Legal: Unit 1, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 2:**

Owned by: Torres Realty Holding, LLC

Parcel ID: 12-23-29-6138-00-200

Legal: Unit 2, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 3:**

Owned by: Donald S. Harden and Scottie M. Harden as Co-Trustees UDT

Parcel ID: 12-23-29-6138-00-300

Legal: Unit 3, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNITS 4 and 5:**

Owned by: Neurology Holdings LLC

Parcel ID: 12-23-29-6138-00-400

Legal: Units 4 and 5, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 6:**

Owned by: Ritalex Properties, LLC

Parcel ID: 12-23-29-6138-00-600

Legal: Unit 6, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto; LESS; the North 55 feet of Unit 6.

**UNITS 7 and 8:**

Owned by: Oakwater Internal Medicine Specialists

Parcel ID: 12-23-29-6138-00-700

Legal: Units 7 & 8, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 9:**

Owned by: Lumi Holdings LLC

undivided interest or share in the common elements appurtenant thereto.

**UNIT 10:**

Owned by: James B. Nicoloff and Zulima A. Nicoloff, as husband and wife

Parcel ID: 12-23-29-6138-01-000

Legal: Unit 10 and that part of the common area lying northerly of said Unit 10, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

**UNIT 11:**

Owned by: 3824 Oakwater Circle, LLC

Parcel ID: 12-23-29-6138-01-100

Legal: Unit 11 and that part of the common area lying northerly of said Unit 11, OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.



**EXHIBIT B:**  
**OAKWATER CIRCLE RIGHT-OF-WAY EASEMENT**

[EXHIBIT BEGINS ON FOLLOWING PAGE]



**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Jacob J. Schumer  
2300 Maitland Center Pkwy  
Suite 100  
Maitland, FL 32751  
(407) 622-1772

**RIGHT-OF-WAY EASEMENT**

THIS RIGHT-OF-WAY EASEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between OAKWATER PROFESSIONAL PARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 3802 Oakwater Circle Suite #2, Orlando, Florida 32806, hereinafter referred to as the GRANTOR, and the CITY OF EDGEWOOD, a municipality of the State of Florida, whose address is 405 Bagshaw Way, Edgewood, Florida 32809, hereinafter referred to as the GRANTEE.

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, a right-of-way easement on and over the following described real property ("Easement Property") situated in the County of Orange, State of Florida:

The common area Right-of-Way (OAKWATER CIR), OAKWATER PROFESSIONAL PARK, A CONDOMINIUM, according to the Declaration of Condominium thereof as recorded in Official Records Book 3633, Page 1930, Public Records of Orange County, Florida and any amendments thereto, together with an undivided interest or share in the common elements appurtenant thereto.

Parcel ID: 12-23-29-6138-00-001

Included in this right-of-way easement is the right of the GRANTEE and its assigns to access, enter and cross the Easement Property at any time that the GRANTEE may see fit. The purpose of said right-of-way easement is provide public access across the Easement Property such that the Easement Property may be utilized as a public right-of-way. GRANTOR understands that GRANTEE shall treat the Easement Property in the same manner as other similarly situated rights-of-way maintained by the GRANTEE within the City of Edgewood. Thus, the GRANTEE shall have the right, but not the obligation to maintain the road on the Easement Property under this right-of-way easement.

**TO HAVE AND TO HOLD** said easement unto said GRANTEE and its assigns forever.

**THE GRANTEE** and its assigns shall have the right to clear, keep clear and remove from said Easement Property any and all obstructions that may interfere with right-of-way thereon by the **GRANTEE** and its assigns, and the **GRANTORS**, their successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said Easement Property.

**THE GRANTOR** does hereby covenant with the **GRANTEE**, that **GRANTOR** is lawfully seized and possessed of the real estate above-described, that it has a good and lawful right to convey the said right-of-way easement and that it is free from all encumbrances.

**IN WITNESS WHEREOF**, the **GRANTOR** has hereunto set its hand and seal, the day and year first above written.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**GRANTOR**  
OAKWATER PROFESSIONAL PARK OWNERS  
ASSOCIATION, Inc., a Florida corporation

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
James B. Nicoloff, as its President

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

\_\_\_\_\_  
Witness Signature

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

STATE OF FLORIDA     )  
COUNTY OF ORANGE    )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared James Nicoloff, who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of A.D. 2020.

\_\_\_\_\_  
Notary Public; State of Florida  
(Affix Notarial Seal)

\_\_\_\_\_  
Printed Name  
My Commission expires: \_\_\_\_\_

**GRANTEE:**  
**City of Edgewood, Florida**  
**Municipal Corporation**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
John Dowless, Mayor

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

\_\_\_\_\_  
Witness Signature

ATTEST:

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

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

*STATE OF FLORIDA*        )  
*COUNTY OF ORANGE*     )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared John Dowless, as Mayor of the City of Edgewood, Florida, who is personally known to me or who produced his/her Florida Driver's License as identification and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of A.D. 2020.

\_\_\_\_\_  
Notary Public; State of Florida  
(Affix Notarial Seal)

\_\_\_\_\_  
Printed Name  
My Commission expires: \_\_\_\_\_