

## **TRANSFER AGREEMENT**

This Transfer Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between TALICHET AT VENEZIA NORTH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), and the Town of HOWEY-IN-THE-HILLS, a Florida municipal corporation (the "Town"); together Association and Town are collectively referred to herein as "Parties."

### **RECITALS**

- A. The Association currently owns and operates a certain sewer pump station located on a portion of the land described as Tract K, according to the Plat of Talichet at Venezia North, as recorded in Plat Book 73, Page 79, of the Public Records of Lake County, Florida (the "Property"), which provides wastewater management services to the Talichet of Venezia North community.
- B. The Town is a municipal corporation in the State of Florida responsible for providing wastewater management services within its jurisdiction.
- C. The Association and the Town have determined that it is in the best interests of their respective members and residents for the Town to assume ownership of the Property and operational responsibility for the Lift Station.
- D. The Parties desire to enter into this Agreement to provide for the transfer of ownership and control of the Property, including the Lift Station thereon and all pipes, appurtenances, and other elements necessary for or a part of the proper functioning of the Lift Station within the boundaries of the Property (the "Lift Station Improvements"), whether above or below the surface, of Tract K from the Association to the Town, and to set forth the terms and conditions of such transfer.
- E. The Parties acknowledge and agree that the Town will obtain a loan in the amount of Eighty-three Thousand One Hundred Ninety-three and 30/100 Dollars (\$83,193.30) to pay for upgrades to the Lift Station (the "Loan") and that the Association will reimburse the Town for the installment payments.
- F. The Parties acknowledge and agree that this Agreement is subject to the approval of the Members of the Association in accordance with the Association's governing documents and Florida law. If the Members fail to approve this Agreement, the Agreement shall be null and void.

### **AGREEMENT**

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

- 1) Incorporation of Recitals:

The foregoing Recitals are true and correct and incorporated herein.

2) Transfer of Ownership and Control:

- a) The transfer of ownership shall be subject to all existing easements, covenants, restrictions, and other matters of record affecting the Property.
- b) The Association and Town shall execute, concurrently with the deed transferring ownership of the Property to the Town, an easement agreement in favor of the Association, a copy of which is attached hereto as **Exhibit "A,"** retaining the right but not the obligation to enter upon the Property for lawn and landscaping maintenance purposes should sod or other *flora* exist on the Property. This provision shall survive the closing of the transaction.

3) Assumption of Obligations:

- a) Effective as of the Closing Date, the Town shall assume all responsibility for the operation, maintenance, repair, and replacement of the Property and the Lift Station Improvements, in accordance with applicable laws, regulations, and industry standards.
- b) The Town shall be responsible for obtaining and maintaining all necessary permits and licenses for the operation of the Lift Station Improvements.
- c) **THE TOWN REPRESENTS AND WARRANTS THAT (i) THE TOWN IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT THE TOWN HAS INSPECTED OR WILL INSPECT THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION, (ii) THE TOWN IS FULLY RELYING ON THE TOWN'S (OR THE TOWN'S REPRESENTATIVES') INSPECTIONS OF THE PROPERTY AND NOT UPON ANY STATEMENTS (ORAL OR WRITTEN) WHICH MAY HAVE BEEN MADE OR MAY BE MADE (OR PURPORTEDLY MADE) BY THE ASSOCIATION OR ANY OF ITS REPRESENTATIVES EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, (iii) THE TOWN HAS THOROUGHLY INSPECTED AND EXAMINED OR WILL (OR THE TOWN'S REPRESENTATIVES HAVE OR WILL) THOROUGHLY INSPECT AND EXAMINE THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE TOWN IN ORDER TO ENABLE THE TOWN TO EVALUATE THE CONDITION OF THE PROPERTY AND ALL OTHER ASPECTS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY), AND (iv) THE TOWN SHALL, SUBJECT TO THIS AGREEMENT, PURCHASE THE PROPERTY IN ITS "AS-IS, WHERE IS" CONDITION AND WITH ALL FAULTS, LATENT OR OTHERWISE AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, EXCEPT ONLY THE TITLE WARRANTIES EXPRESSLY SET FORTH IN THE QUIT CLAIM DEED TO BE DELIVERED AT CLOSING AND THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN CONNECTION WITH THE SALE OF THE PROPERTY TO THE TOWN, THE ASSOCIATION AND THE ASSOCIATION'S PARTNERS, OFFICERS OF THE ASSOCIATION'S PARTNERS, AGENTS, DIRECTORS, EMPLOYEES, ATTORNEYS, CONTRACTORS AND AFFILIATES (HEREINAFTER REFERRED TO AS THE**

**“THE ASSOCIATION’S RELATED PARTIES”) HAVE MADE NO, AND SPECIFICALLY DISCLAIM, AND THE TOWN ACCEPTS THAT THE ASSOCIATION AND THE ASSOCIATION’S RELATED PARTIES HAVE DISCLAIMED ANY AND ALL REPRESENTATIONS, GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW (EXCEPT AS HEREINABOVE PROVIDED AND AS EXPRESSLY SET FORTH HEREIN), OF OR RELATING TO (a) THE USE, INCOME POTENTIAL, EXPENSES, OPERATION, CHARACTERISTICS OR CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, HABITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION, (b) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR OR LACK OF REPAIR OF ANY IMPROVEMENTS LOCATED ON THE PROPERTY, ON THE SURFACE OR SUBSURFACE THEREOF, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT, (c) THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OR ABSENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS, OR THE COMPLIANCE OF THE PROPERTY WITH REGULATIONS OR LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT, AND (d) THE SOIL CONDITIONS, DRAINAGE, FLOODING CHARACTERISTICS, UTILITIES OR OTHER CONDITIONS EXISTING IN, ON OR UNDER THE PROPERTY. THE TOWN ACKNOWLEDGES THAT ANY CONDITION OF THE PROPERTY WHICH THE TOWN DISCOVERS OR DESIRES TO CORRECT OR IMPROVE PRIOR TO OR AFTER THIS DATE SHALL NOT BE AT THE ASSOCIATION’S EXPENSE EXCEPT FOR ANY DAMAGES FROM VIOLATIONS OF THE ASSOCIATION’S REPRESENTATIONS AND WARRANTIES HEREIN. THE TOWN EXPRESSLY WAIVES (TO THE EXTENT ALLOWED BY APPLICABLE LAW) ANY CLAIMS UNDER FEDERAL LAW, STATE OR OTHER LAW THAT THE TOWN MIGHT OTHERWISE HAVE AGAINST THE ASSOCIATION RELATING TO THE USE, CHARACTERISTICS OR CONDITION OF THE PROPERTY EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CLAIMS FOR VIOLATIONS OF THE ASSOCIATION’S REPRESENTATIONS AND WARRANTIES. THE TOWN FURTHER ACKNOWLEDGES THAT (i) THE TOWN IS NOT IN A DISPARATE BARGAINING POSITION AND (ii) THIS PROVISION IS A MATERIAL INDUCEMENT TO THE ASSOCIATION TO ENTER INTO THIS AGREEMENT AND TO CONSUMMATE THE TRANSFER OF THE PROPERTY. THE PROVISIONS HEREOF SHALL SURVIVE THE CLOSING.**

**4) Transfer of Records:**

- a) The Association shall deliver to the Town, within \_\_\_\_\_ days of the Effective Date, all records, documents, and information in its possession or control and not readily available to the Town relating to the Lift Station Improvements, including, but not limited to:
  - i) As-built plans and specifications;

- ii) Maintenance records;
- iii) Permits and licenses;
- iv) Operational manuals; and
- v) Updated survey of Tract K.

5) Payment by Association:

- a) In consideration for the Town's acceptance of ownership and operational responsibility for the Lift Station Improvements, the Association shall pay to the Town the sum of Eighty-three Thousand One Hundred Ninety-three and 30/100 Dollars (\$83,193.30) ("Transfer Price") plus any applicable interest at a rate not to exceed 5% per annum, payable as follows:
  - i) The Loan shall be paid in full within 12 months of the first payment from Association to the Town.
  - ii) The Association shall reimburse the Town for each installment payment of the Loan to pay the Transfer Price plus applicable interest. The Association shall not be liable for late fees or other charges incurred due to the Town's untimely payment of the installments.
  - iii) The terms of reimbursement of the installment payments shall be Net 60, requiring payment by the Association to the Town within 60 days of delivery of an invoice to the Association.

6) Indemnification:

- a) The Association shall indemnify, defend, and hold harmless the Town from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Association ownership or operation of the Property and the Lift Station Improvements prior to the Transfer Date. This Section does not pertain to any incident arising from the sole negligence of the Town.
- b) The Town, to the extent authorized by Florida law and without waiving, extending, or expanding the limited waiver of sovereign immunity in Section 768.28, Florida Statutes, shall indemnify, defend, and hold harmless the Association, its directors, officers, members, employees, management, agent, and their respective successors and assigns from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Town's ownership of the Property and operation of the Lift Station Improvements on or after the Closing Date. This Section does not pertain to any incident arising from the sole negligence of the Association.

7) Representations and Warranties:

- a) The Association represents and warrants to the Town that:
  - i) The Association has the legal right and authority to enter into this Agreement and to transfer ownership of the Property and the Lift Station Improvements to the Town, subject to the approval of the Association's Members.
  - ii) The Association shall maintain the Lift Station Improvements in their current condition, subject to normal wear and tear, until the Closing Date.
  - iii) The Association has disclosed to the Town all known material information relating to the condition and operation of the Lift Station Improvements.
- b) The Town represents and warrants to the Association that:

- i) The Town has the legal right and authority to enter into this Agreement and to accept ownership of the Property and the Lift Station Improvements.
- ii) The Town has the financial and operational capacity to assume responsibility for the operation, maintenance, repair, and replacement of the Property and the Lift Station Improvements.

8) Condition Precedent to Closing:

This Agreement is subject to approval of the Association's members in accordance with the terms and provisions of the Declaration of Covenants, Conditions and Restrictions for Talichet at Venezia North, recorded at Official Records Book 5573, Page 2210, Lake County, Florida ("Membership Approval"). In the event that the Association is unable to obtain the requisite approval within 120 days from the Effective Date, the Association shall provide notice to the Town in which event this Agreement shall be terminated and the Parties relieved of all obligations hereunder. In the event that the Association obtains Membership Approval, the Association shall provide notice of same to the Town and closing shall proceed pursuant to Paragraph 9, unless the Town notifies the Association at least five (5) days prior to the Closing Date that the Town is canceling the Agreement.

9) Closing:

Closing of this Agreement shall occur within 15 days of the Association's delivery of notice of Membership Approval to the Town (the "Closing Date"). At closing, the Association shall deliver the following documents to the Town:

- a) A quit claim deed conveying title to the Property to the Town.
- b) A bill of sale conveying title to the Lift Station Improvements to the Town.

10) Default:

If either Party defaults in the performance of its obligations under this Agreement, the non-defaulting Party shall be entitled to pursue all available remedies at law or in equity, including, without limitation, specific performance and injunctive relief.

11) Reserved.

12) Notices:

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by electronic mail, certified mail (return receipt requested), or sent by a nationally recognized overnight courier service, addressed to the Parties at their respective addresses set forth below or such address a Party may provide to the other Party in writing for such purpose:

- i) If to the Association:

Talichet at Venezia North Homeowners' Association, Inc.  
c/o Community Management Professionals  
Attn: Hurley Francois, Manager  
4901 Vineland Rd, Suite 455  
Orlando, Florida 32811  
Email address: hfrancois@community-mgmt.com

Attention: Hurley Francois, Manager

With a copy to:

S. David Cooper, Esq.  
Becker  
390 N. Orange Ave., Suite 2400  
Orlando, FL 32801

ii) If to the Town:

Town of Howey-in-the-Hills  
Sean O'Keefe  
Town Manager  
101 N. Palm Avenue  
Howey-in-the-Hills, Florida 34737  
Email address: sokeefe@howey.org

With a copy to:

Thomas J. Wilkes  
GrayRobinson, P.A.  
301 E. Pine Street Suite 1400  
Orlando, Florida 32801  
Email address: Tom.wilkes@gray-robinson.com

13) Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether oral or written.

14) Amendment:

This Agreement may be amended only by a written instrument signed by both Parties. Such amendment shall take effect only if approved by the Town Council for the Town.

15) Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in the appropriate State Court in Lake County, Florida. The Parties waive any objection to said venue or jurisdiction, and any trial shall be a bench trial and not a jury trial.

16) Severability:

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17) Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

*[Signature page follows]*

TALICHET AT VENEZIA NORTH  
HOMEOWNERS' ASSOCIATION, INC.,  
a Florida not for profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TOWN OF HOWEY-IN-THE-HILLS,  
a Florida municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attested: \_\_\_\_\_  
Name: \_\_\_\_\_  
Town Clerk

Agreed as to Form by Town Attorney: \_\_\_\_\_

## EXHIBIT "A"

This instrument prepared without  
review of title or opinion of title by:  
S. David Cooper, Esquire  
Becker & Poliakoff, P.A.  
390 N. Orange Ave., Suite 2400  
Orlando, FL 32801

PARCEL TAX ID No.: 26-20-25-0010-00K-00000

### **GRANT OF EASEMENT**

Know all men by these presents that the **TOWN OF HOWEY-IN-THE-HILLS**, a Florida municipal corporation with a mailing address of \_\_\_\_\_, ("Town") and the owner of that certain land in Lake County, Florida, described on **Exhibit "1"** attached hereto and made a part hereof (the "**Easement Area**") as **Grantor**, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to **TALICHET AT VENEZIA NORTH HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation, as **Grantee**, ("Association") for the use and benefit of the Association, and its officers, agents, personnel, employees, successors, assigns, and authorized agents, a perpetual non-exclusive unencumbered easement for and in favor of the Association on, over, upon, under, and across the Easement Area, which shall run with the land and be binding upon the Town and successors in interest, and shall remain in full force and effect forever as a perpetual unencumbered right, privilege, and easement for the purpose of landscape and lawn maintenance and removal of *flora* and *fauna* as necessary, in the sole judgment of the Association, be to maintain the appearance of the Easement Area in accordance with the aesthetic values of the community. The Town shall at no cost to the Association provide the Association with access to any gates or barriers in or on the Easement Area, updated and replaced as necessary.

To the extent authorized by Florida law, the Association shall hold harmless, defend, and indemnify the Town from any and all claims, suits, and actions, including claims for reasonable attorneys' fees and all costs of litigation, and judgments of any names and description, arising out of or incidental to the Association's exercise of its rights in the Easement Area performed hereunder. This Section does not pertain to any incident arising from the sole negligence of the Town.

The Town covenants that it has the full right and title to execute and deliver this Grant of Easement to the Association and to convey the said easements on, over, upon, under and across the Easement Area and that the property is not encumbered by any lien or mortgage.

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to be properly given if hand-delivered or mailed by certified or registered U.S.



Mail, or delivered by a generally accepted overnight courier service, such as Federal Express or United Parcel Service. Notices shall be addressed as follows, with a copy sent via email:

i) If to the Association:

Talichet at Venezia North Homeowners' Association, Inc.  
c/o Community Management Professionals  
Attn: Hurley Francois, Manager  
4901 Vineland Rd, Suite 455  
Orlando, Florida 32811  
Email address: hfrancois@community-mgmt.com

With a copy to:

Becker & Poliakoff, P.A.  
Attn: S. David Cooper, Esquire  
390 N. Orange Avenue, Suite 2400  
Orlando, Florida 32801  
Phone: (407) 215.9663  
sdcooper@beckerlawyers.com

ii) If to the Town:

Town of Howey-in-the-Hills  
Sean O'Keefe  
Town Manager  
101 N. Palm Avenue  
Howey-in-the-Hills, Florida 34737  
Email address: sokeefe@howey.org

With a copy to:

Thomas J. Wilkes  
GrayRobinson, P.A.  
301 E. Pine Street Suite 1400  
Orlando, Florida 32801  
Email address: Tom.wilkes@gray-robinson.com

Either Party may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three days after the date mailed.

No modifications, alterations, or changes to this Easement shall be valid or binding upon the Parties, unless the modifications, alterations, and/or changes are documented in a writing signed by the Parties. Such modification, alteration, or change shall take effect only if approved by the Town Council for the Town.

If any provision of this Easement is deemed invalid and/or unlawful, said invalid and/or unlawful provision shall be severed from this Easement and the remaining provisions shall remain in full force and effect.

This Easement may be executed in one or more counterparts, any one of which need not be executed by more than one Party, but all such counterparts taken together will constitute one and the same instrument. The final executed Easement shall be recorded in the Public Records of Lake County, Florida, at the Association's sole expense.

This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue for any proceedings brought pursuant to this Easement shall be in a Florida state court of appropriate jurisdiction in Lake County, Florida. The Parties waive any objection to said venue or jurisdiction, and any trial shall be a bench trial and not a jury trial. Each Party shall have all rights available at law or in equity in the event of a breach or default under this Easement by the other Party, and the Parties expressly agree that remedies shall include injunctive relief, specific performance and recovery of costs, given that this Easement deals with important property issues.

In the event of any default under any of the terms of this Easement, the non-defaulting Party may institute legal proceedings or avail itself of any legal remedies available to such Party.

**IN WITNESS WHEREOF**, the Grantor has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

***[Signatures to follow the following pages.]***

**Signed, sealed and delivered  
in the presence of**

Witness

GRANTOR:  
THE TOWN OF HOWEY-IN-THE-HILLS, a  
municipal corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Address

\_\_\_\_\_  
Date

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

The foregoing Grant of Easement was acknowledged before me, in person, this \_\_\_\_ day  
of \_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of The Town of Howey-in-the-  
Hills, a Florida municipal corporation, who is \_\_\_\_\_ personally known to me or has produced a  
\_\_\_\_\_ driver's license as identification.

SEAL

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public  
My commission expires:

**Signed, sealed and delivered  
in the presence of**

Witness

GRANTEE:  
TALICHET AT VENEZIA NORTH  
HOMEOWNERS' ASSOCIATION, INC.  
A Florida not for profit corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Address

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Address

\_\_\_\_\_  
Date

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

The foregoing Grant of Easement was acknowledged before me, in person, this \_\_\_\_ day  
of \_\_\_\_, 2025, by \_\_\_\_\_ of Talichet at Venezia North  
Homeowners' Association, Inc. a Florida not for profit corporation, who is \_\_\_\_ personally  
known to me or has produced a \_\_\_\_\_ driver's license as identification.

\_\_\_\_\_  
Notary Public

SEAL

\_\_\_\_\_  
Printed Name of Notary Public  
My commission expires:

**Exhibit “1”**

Tract K of TALICHET AT VENEZIA NORTH, according to the Plat thereof, as recorded in Plat Book 73, at page 78, Public Records, Lake County, Florida.