

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

Anmber Ayub, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
a portion of 19-24-27-0000-00-005

Instrument: 7007.1

Project: Flemings Road - Village I (RAC), Segments 5 & 6

THIS IS A DONATION

NON-EXCLUSIVE TEMPORARY SLOPE AND FILL EASEMENT

THIS INDENTURE, made as of the date signed below, between Titan-Liberty Lake Underhill Joint Venture, a Florida general partnership, whose address is 2281 Lee Road, Suite 204, Winter Park, Florida 32789, GRANTOR, and Orange County, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, That the GRANTOR, in consideration of the sum of \$10.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE, its successors and assigns, a non-exclusive temporary slope and fill easement more particularly defined in **SCHEDULE B** attached over and upon the following described lands of the GRANTOR situate in Orange County aforesaid, to-wit:

SEE ATTACHED SCHEDULE A (the "Easement Area")

THE GRANTOR covenants with the GRANTEE that the GRANTOR is lawfully seized of said lands in fee simple; that the GRANTOR has good right and lawful authority to grant this easement and shall take no action to interfere with the GRANTEE'S lawful use of said easement; that the GRANTOR hereby fully warrants the easement being granted and will defend against the lawful claims of all persons claiming by, through or under GRANTOR but not otherwise.

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THIS EASEMENT, and the rights granted herein, shall terminate and be of no further force or effect as to the Easement Area at such time as the lands within which the Easement Area are located are filled and field verified by County Staff such that slopes are no longer required for the construction, repair, and/or maintenance of the adjoining paving improvements for Village I (RAC), Segments 5 & 6.

By acceptance of this easement, the GRANTEE agrees that upon expiration or termination of this easement, that it will execute, upon the request of the GRANTOR, a Notice of Termination of Non-Exclusive Temporary Slope and Fill Easement in recordable form and deliver the same to the GRANTOR, or its assigns, for recording in the Public Records of Orange County, Florida, at the sole cost of the GRANTOR.

The Manager of Real Estate Management is delegated the authority on behalf of the County to sign the Notice of Termination of Non-Exclusive Temporary Slope and Fill Easement.

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IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signature of TWO witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

Neco Downey
Signature
Downey Neco
Print Name

Mailing Address: 2281 Lee Road, Suite 204
City: Winter Park State: FL
Zip Code: 32789

WITNESS #2

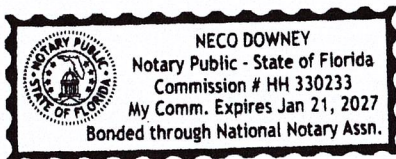
Paul E. Rosenthal
Signature
Paul E. Rosenthal
Print Name

Mailing Address: 2605 Norfolk Rd
City: Orlando State: FL
Zip Code: 32803

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of August, 2025, by Dell Avery, as Vice President, of Titan Lake Underhill, Inc., a Florida corporation, managing partner of Titan-Liberty Lake Underhill Joint Venture, a Florida general partnership, on behalf of the partnership. The individual ☒ is personally known to me or ☐ has produced _____ as identification.

(Notary Stamp)



Titan-Liberty Lake Underhill Joint Venture,
a Florida general partnership

By: Titan Lake Underhill, Inc., a Florida
Corporation, its Managing Partner

By: Dell Avery
Signature
DELL AVERY
Print Name
Vice President
Title

Instrument: 7007.1
Project: Flemings Road - Village I (RAC), Segments 5 & 6

SCHEDULE A
EASEMENT AREA

SKETCH OF DESCRIPTION

(TEMPORARY FILL AND SLOPE EASEMENT PARCEL 7007)

SHEET 1 OF 2

Description: (Parcel 7007)

A portion of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida; thence South 89°24'00" West along the South line of said Southeast 1/4 of the Southeast 1/4, a distance of 1314.04 feet to the Southwest corner of said Southeast 1/4 of the Southeast 1/4; thence North 00°07'54" East along the West line of said Southeast 1/4 of the Southeast 1/4, a distance of 181.17 to the POINT OF BEGINNING; thence continue North 00°07'54" East, 60.48 feet to the Easterly right of way line of County Road No. 545 (Avalon Road), a 66.00 foot wide right of way as described in Deed Book 402, Page 353, Public Records of Orange County, Florida; thence North 19°26'28" East along said Easterly right of way line, 1002.54 feet to the South line of the North 150.00 feet of the aforesaid Southeast 1/4 of the Southeast 1/4 of Section 19; thence North 89°10'41" East along said South line, 21.32 feet; thence departing said South line run South 19°26'28" West, 1067.01 feet to the POINT OF BEGINNING.

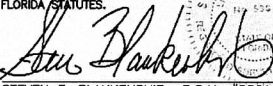
Containing 20696 square feet, 0.475 acres, more or less.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SE 1/4 OF SE 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING S89°24'00"W A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT), EAST ZONE, REFERENCED TO TO NGS CONTROL POINTS GIS 0250 ROY BARTH 3 (N:1472568.84, E:444848.56) AND E160 ROSE (N:1458423.76, E:450660.25).
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
4. THIS IS NOT A SURVEY.

CERTIFICATION TO:

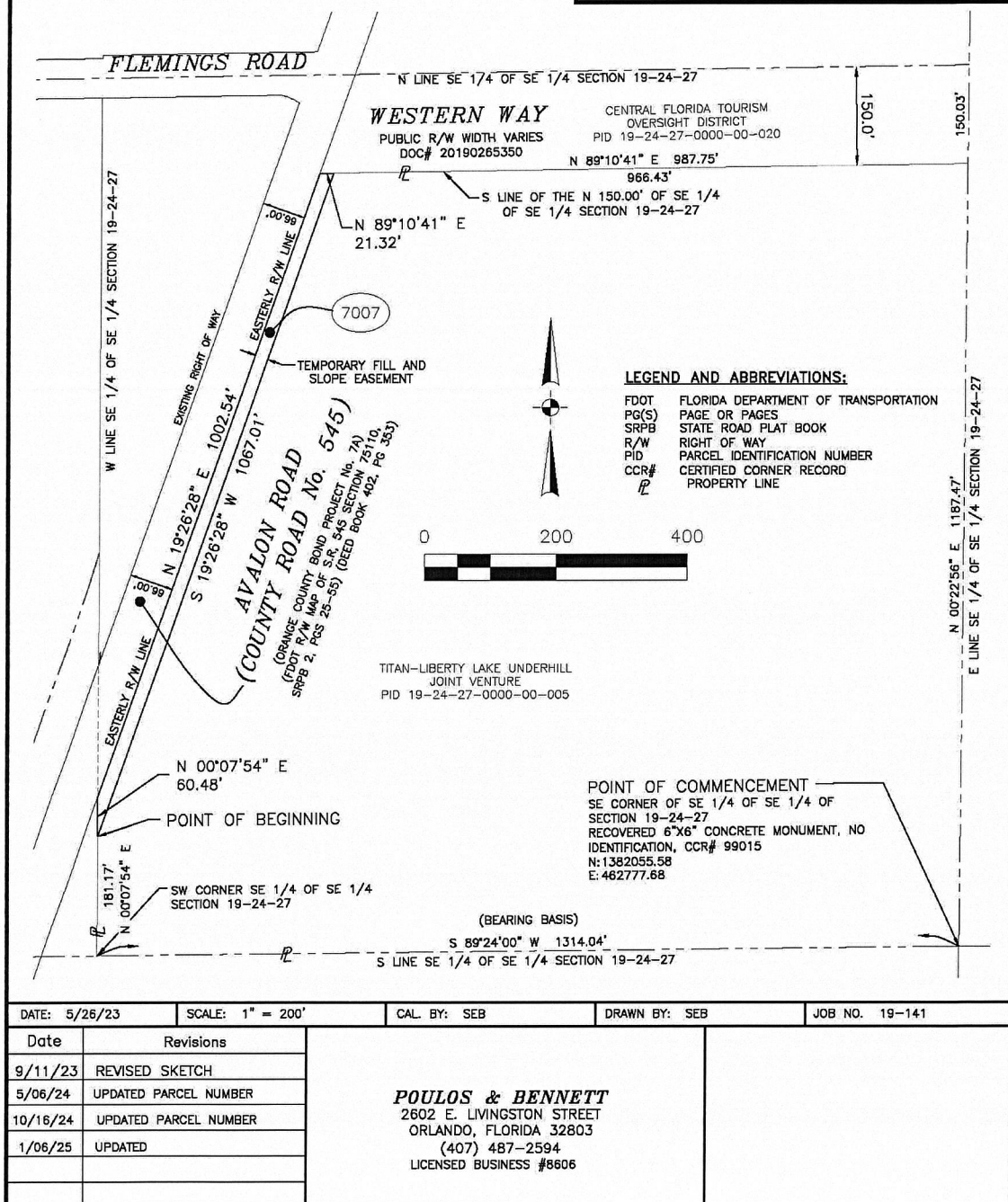
Titan-Liberty Lake Underhill Joint Venture
Old Melbourne Highway, LLC
Orange County, Florida
M/I Homes of Orlando, LLC
Fidelity National Title Insurance Company
First American Title Insurance Company

DATE: 05/26/23		SCALE: N/A	CAL BY: SEB	DRAWN BY: SEB	JOB NO. 19-141
Date	Revisions	FLEMINGS ROAD SEGMENTS 5 & 6 POULOS & BENNETT 2602 E. LIVINGSTON STREET ORLANDO, FLORIDA 32803 (407) 487-2594 LICENSED BUSINESS #8606			
9/11/23	REVISED SKETCH				
5/06/24	UPDATED PARCEL NUMBER				
10/16/24	UPDATED PARCEL NUMBER				
1/06/25	UPDATED				
		<p>I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 6J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p> STEVEN E. BLANKENSHIP P.S.M. #5361 STATE OF FLORIDA</p>			

SKETCH OF DESCRIPTION

(TEMPORARY FILL AND SLOPE EASEMENT PARCEL 7007)

SHEET 2 OF 2



SCHEDULE "B"

5037 FLEMINGS ROAD PARCEL 7007

NON-EXCLUSIVE TEMPORARY SLOPE AND FILL EASEMENT

Parcel 7007 is being acquired as a temporary non-exclusive easement for the purpose of insuring the structural integrity of the roadway facility adjacent to the granted easement. This easement is to allow the GRANTEE to maintain the elevation of the roadway facility, to GRANTEE's specifications, with full authority to enter upon, clear, grade, excavate and add or remove fill material to the following lands as described in the Easement Area.

THE GRANTORS and their heirs, successors and assigns shall not build, construct, or create, or permit others to build, construct, or create any building, utilities or other structures that could adversely affect the structural integrity of the adjacent roadway facility on the granted easement without the prior written approval of the GRANTEE.

THE GRANTOR may use the granted easement for any use not inconsistent with the GRANTEE'S intended use of the granted easement including, but not limited to, project development, driveways, access, open space, setback area, landscaping, adding fill material, and any activity that will not adversely affect the structural integrity of the adjacent roadway facility.

This easement shall expire at such time as the lands within the easement property are developed and filled such that the slopes are no longer required for insuring the structural integrity of the roadway facility adjacent to the granted easement.

Except as expressly set forth herein, the GRANTOR reserves the right to utilize the Easement Area for any purpose which does not interfere with the use of thereof by GRANTEE for the purposes set forth herein.

This easement is for the purposes noted herein and does not obligate the GRANTEE to perform any right-of-way maintenance or other duties.