



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1502, **Version:** 1

Interoffice Memorandum

DATE: November 7, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Anmber Ayub, Program Manager

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of First Amendment to Non-Exclusive Permanent Easement Agreement by and among Central Florida Oversight Tourism District and Orange County, and authorization to disburse funds to pay recording fees and record instrument for Flemings Road - Village I (RAC), Segments 5 and 6 (Parcel 8009). District 1. **(Real Estate Management Division)**

PROJECT:

Flemings Road - Village I (RAC), Segments 5 and 6 (Parcel 8009)

PURPOSE: To provide for signalization, pedestrian facilities, stormwater drainage, and roadway improvements.

ITEM:

First Amendment to Non-Exclusive Permanent Easement Agreement (Instrument 8009.1)

Cost: Donation

Size: 10,980 square feet

BUDGET: HMH - 1454-072-5037-6110

REVENUE: N/A

FUNDS: \$53.20 - Payable to the Orange County Comptroller (for recording fees and doc stamps)

APPROVALS:

Real Estate Management Division
County Attorney's Office
Public Works Department

REMARKS: Reedy Creek Improvement District, now known as Central Florida Tourism Oversight District ("CFTOD"), granted a Non-Exclusive Permanent Easement to the County recorded July 15, 2020, in Official Records Document No. 20200380942 ("Easement") for the purposes of inspecting and maintaining the traffic sign strain pole, guy wires, signal control cabinetry and related appurtenances, and to allow vehicular and pedestrian access to and from the easement area. This action increases the size and expands the scope of the County's permitted uses of the Easement area.

Pursuant to the terms of the Village I Horizon West Road Network Agreement approved by the Board on January 28, 2020, and recorded February 20, 2020, in Official Records of Orange County, Document No. 20200109451, and as subsequently amended ("Agreement"), the County is required to acquire any lands which are not governed by the Agreement ("Uncontrolled Lands") and are necessary for the widening of Flemings Road, Segments 5 and 6.

In accordance with the Agreement, the signatory owners submitted payment to the County to fund costs associated with the acquisition of the Uncontrolled Lands ("Acquisition Payment").

The County shall disburse funds from the designated County account, where the Acquisition Payment was deposited, to pay all acquisition costs including recording fees.



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: December 3, 2025

TO: Anmber Ayub, Program Manager
Real Estate Management Division, BCC

FROM: Jennifer Lara-Klimetz, Manager *JH for JLK*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Administrative Services Department
Consent Item 8, Legislative File # 25-1502, December 2, 2025

Enclosed is the First Amendment to Non-Exclusive Permanent Easement Agreement (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on December 2, 2025.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcGill@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before January 2, 2026, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

jlk:th

Enclosure (1)

dl: Luciana Mino, Assistant Manager, Real Estate Management Division, BCC [email]
Carla Bell Johnson, Deputy County Administrator, BCC [email]
Ambar Payne, Executive Assistant, Administrative Services Department, BCC [email]
Laura F. Lee, Administrative Assistant, Real Estate Management Division, BCC [email]
Pending File

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 02 2025

Prepared By and Record and Return to:
Central Florida Tourism Oversight District
Post Office Box 690519
Orlando, Florida 32869
Attn: Planning & Engineering

Property Appraiser's Parcel Identification Number:
a portion of 19-24-27-0000-00-020 and 19-24-27-0000-00-023

Cross Reference: Document No. 20200380942

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

**FIRST AMENDMENT TO NON-EXCLUSIVE PERMANENT EASEMENT
AGREEMENT**

THIS FIRST AMENDMENT TO NON-EXCLUSIVE PERMANENT EASEMENT AGREEMENT (the “**First Amendment**”) is hereby made and executed as of the last date executed below (the “**Effective Date**”), by and among **Central Florida Tourism Oversight District**, a public corporation and public body corporate of the State of Florida, formerly known as the Reedy Creek Improvement District, whose address is: Post Office Box 690519, Orlando, Florida, 32869-0519, (“**Grantor**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is 201 South Rosalind Avenue, Orlando, Florida 32801 (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor and Grantee entered into that Non-Exclusive Permanent Easement Agreement, recorded on July 15, 2020 Official Records Document No. 20200380942, of the Public Records of Orange County, Florida (the “**Easement Agreement**”);

WHEREAS, Grantor and Grantee desire to amend the terms of the Easement Agreement to expand the definition of Facilities and to modify the Easement Area; and

WHEREAS, any term not otherwise defined herein shall have the meaning ascribed to it in the Easement Agreement.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant, stipulate and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Additional Easement Area.** The description of the Easement Area is hereby revised to include that certain real property being more particularly described in **Exhibit "A-1"** attached hereto and made a part hereof (the "**Additional Easement Area**"). From and after the Effective Date of this First Amendment, the term "Easement Area" shall mean all lands described in **Exhibit "A"** of the Easement Agreement plus those certain lands described in **Exhibit "A-1"** attached hereto.

3. **Permitted Use.** From and after the Effective Date of this First Amendment, the definition of Permitted Use under the Easement Agreement shall include roadway pavement, slope and fill, at grade pedestrian facilities with appurtenant equipment and conduits, stormwater drainage conveyance, aboveground and underground roadway lighting equipment, as well as aboveground and underground traffic signal equipment with appurtenant underground conduits and facilities.

4. **Effect; Conflicts.** Except as modified herein, all other terms and provisions of the Easement Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this First Amendment and the provisions of the Easement Agreement, the provisions of this First Amendment shall control.

5. **Ratification.** Nothing contained in this First Amendment changes or diminishes the rights, purpose, effect, encumbrance or provisions of the Easement Agreement with respect to the Easement Area except as modified by this First Amendment, all other terms and provisions of the Easement Agreement are hereby ratified and confirmed and shall remain in full force and effect.

6. **Counterparts.** This First Amendment may be executed in any number of counterparts, and all of which taken together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed.

GRANTOR:

WITNESSES TO GRANTOR:

**CENTRAL FLORIDA TOURISM
OVERSIGHT DISTRICT**

(Signature)

By: _____
S. C. Kopelousos, District Administrator

(Print Name)

(Address)

Dated: _____

(Signature)

(Print Name)

(Address)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by **S. C. Kopelousos**, as District Administrator, of the **CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT**, a public corporation and public body corporate and politic of the State of Florida, on behalf of the corporation. Who is ☐ personally known to me or ☐ produced _____ as identification .

[Notary Seal]

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



GRANTEE:

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: 2 December 2025

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara Klimetz*
Deputy Clerk
Jennifer Lara-Klimetz
Printed Name

EXHIBIT "A-1"

Additional Easement Area (1 of 2)

SKETCH OF DESCRIPTION

(SIGNAL, CROSSWALK, SIDEWALK & DRAINAGE EASEMENT)
(PARCEL 8009)
SHEET 1 OF 2

Description: (Parcel 8009)

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 Section 19, Township 24 South, Range 27 East, Orange County, Florida; thence North 00°22'56" East along the East line of the Southeast 1/4 of said Section 19, a distance of 1187.47 feet to a point lying 150.00 feet South of the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 19; thence departing said East line run South 89°10'41" West parallel with said North line of the Southeast 1/4 of the Southeast 1/4, a distance of 934.65 feet to the POINT OF BEGINNING; thence continue S 89°10'41" W, 53.10 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 and Deed Book 402, Page 312, Public Records of Orange County, Florida; thence N 19°26'28" E along said Easterly right of way line, 242.28 feet to the North line of property described in Instrument No. 20190265355, Public Records of Orange County, Florida; thence run along said North line the following two (2) courses: (1) S 40°50'52" E, 41.82 feet; (2) thence S 85°50'52" E, 13.99 feet; thence departing said North line run S 19°26'28" W, 206.86 feet to the POINT OF BEGINNING.

Containing 10980 square feet, 0.252 acres, more or less.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING N00°22'56"E 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:444846.56) 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.

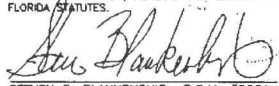
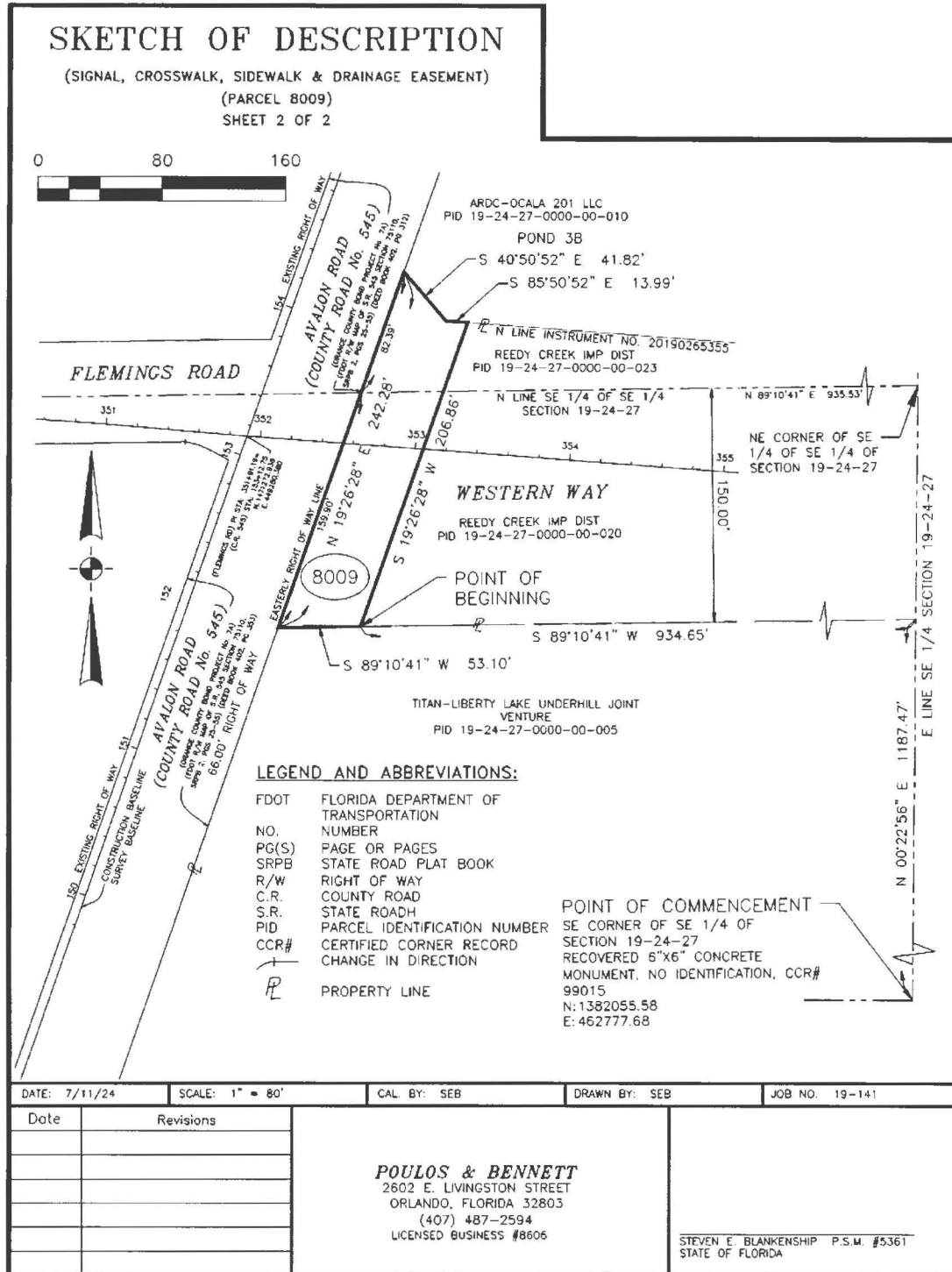
DATE: 7/11/24	SCALE: N/A	CAL BY: SEB	DRAWN BY: SEB	JOB NO. 19-141
Date	Revisions	<p>POULOS & BENNETT 2602 E. LIVINGSTON STREET ORLANDO, FLORIDA 32803 (407) 487-2594 LICENSED BUSINESS #8806</p> <p>I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.022, FLORIDA STATUTES.</p> <p> STEVEN E. BLANKENSHIP P.S.M. #5361 STATE OF FLORIDA</p>		

EXHIBIT "A-1"

Additional Easement Area (2 of 2)



REAL ESTATE MANAGEMENT REQUEST FOR FUNDS (RFF)

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

Date: November 3, 2025

Parcel #: 8009

District #: 1

Approval: BCC

Type of Transaction: N/A

Donation

Total Amount: \$ 53.20

PAYABLE TO:

Charge to Account: HMH-1454-072-5037-6110

Public Works Department

Orange County Comptroller

P.O. Box 38

Orlando, Florida 32802

Recording Fee: \$52.50

Documentary Stamp Tax: \$0.70

Controlling Agency's Approval Signature:

Damian E. Czeyka Chief Engineer
Print Name and Title

Recording Fees: \$53.20

Damian E. Czeyka 11/05/25
Signature (must be wet ink) Date

Controlling Agency's Fiscal Approval Signature:

Brett Blockader Intern Manager
Print Name and Title

SPECIAL INSTRUCTIONS

Hold check for REM to pick-up. DO NOT MAIL.

Please email Geoffrey.Lee@ocfl.net and Faye.Lee@ocfl.net when the check is ready for pick-up.

Form Prepared by:

Sara Solomon, Senior Title Examiner

407-836- 8105

sara.solomon@ocfl.net

REAL ESTATE MANAGEMENT APPROVAL

Luciana Mino 11/6/2025
Luciana Mino, Assistant Manager Date

BCC APPROVAL

J. High DEC 02 2025
for Deputy Clerk of the Board Signature Date

ORDINANCE Stamp

BCC Stamp

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 02 2025

Real Estate Management Division Use Only Routing Checklist Approval Dates

Agency _____ REM Mgmt. _____ BCC X Finance _____