

ACCESS AND LICENSE AGREEMENT
(PARADISO GRANDE COUNTY PUMP STATION)

This **ACCESS AND LICENSE AGREEMENT (PARADISO GRANDE COUNTY PUMP STATION)** ("Agreement") is entered into by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("Licensor" or the "County") and Park Square Grande Pines, LLC, a Florida limited liability company, whose address is 5200 Vineland Road, Suite 200, Orlando, Florida 32811 ("Licensee").

RECITALS:

WHEREAS, Licensor is the owner of that certain real property more specifically described as Tract LS-1, Paradiso Grande Phase 1, according to the Plat thereof, recorded in Plat Book 108, Pages 40 through 42, inclusive, in the Public Records of Orange County, Florida, as depicted on **Exhibit "A"** attached hereto and incorporated by this reference (the "License Area"); and

WHEREAS, Licensee is the developer of that certain residential subdivision located in Orange County, Florida, more commonly known as "Paradiso Grande" as more particularly depicted on **Exhibit "B"** attached hereto and incorporated by this reference ("Licensee's Property"); and

WHEREAS, the County owns the wastewater pump station and associated infrastructure (the "Existing Infrastructure") currently located within the License Area; and

WHEREAS, Licensee desires to temporarily access the License Area to improve the Existing Infrastructure (the "Improvements") for development within Licensee's Property; and

WHEREAS, Licensee will construct the Improvements in accordance with the construction plans (Orange County Permit Number 25-E-200), incorporated herein by this reference, as may be amended (the "Construction Plans"); and

WHEREAS, Licensee seeks a license to enter the License Area in order to install the Improvements within the License Area; and

WHEREAS, Licensee intends to convey the completed Improvements to the County; and

WHEREAS, the County intends to accept the Improvements as set forth in Section 3.1 upon satisfactory completion in the County's sole discretion; and

WHEREAS, the parties desire to set forth the terms and conditions under which Licensee will be permitted to enter the License Area; and

WHEREAS, Licenser finds that this Agreement serves a public purpose.

NOW THEREFORE, for Ten Dollars (\$10.00) paid to Licenser, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licenser and Licensee do hereby agree as follows:

SECTION 1. Grant of License and Purpose. Licenser hereby grants a non-exclusive, revocable license from the latest date of execution of this Agreement (the “**Effective Date**”) to Licensee, its employees, authorized agents, and contractors to enter the License Area to complete the Improvements within the License Area in accordance with County ordinances, resolutions, policies, procedures, and the Construction Plans. Licensee agrees and acknowledges that any changes to the Construction Plans shall require prior approval of Licenser.

SECTION 2. Licensee’s Use of License Area. Licensee’s use of the License Area shall be subject to, and in no way interfere with, Licenser’s use of the License Area. Licensee agrees to minimize any inconvenience to or interference with Licenser’s use of the License Area by providing a seven (7)-day prior notice to, and cooperating in the scheduling of, all activities that may interfere with the activities by Licenser. Licensee will confine its operations to the License Area. At no time may unauthorized parties access the License Area. Any use of the License Area by Licensee or Licensee’s employees, authorized agents, or contractors for any purpose other than as set forth in Section 1 shall be deemed a breach of this Agreement and may result in its termination.

SECTION 3. Conveyance to County; Maintenance Guarantee.

3.1 Conveyance of the Improvements. Licensee must complete the Improvements within three (3) years of the Effective Date of this Agreement. Prior to Licensee’s conveyance of the Improvements to the County, a bill of sale in favor of the County and a maintenance guarantee meeting the requirements of Section 3.2 below (collectively referred to as “Conveyance Documents”) shall be provided to the County. Upon the County’s acceptance of the Conveyance Documents and the County’s inspection and approval of the Improvements and issuance of a Certificate of Completion (“COC”), the County shall be deemed to have accepted the conveyance of, and the ownership and operational responsibility for, the Improvements. Upon issuance of the COC, Licensee shall no longer be granted access to the License Area unless access is granted in accordance with Section 3.3 below.

3.2 Maintenance Guarantee.

3.2.1. Licensee shall ensure that all construction contract(s) for the Improvements contain a maintenance guarantee which shall be in force and effect for a period of one (1) year from the date upon which the County accepts ownership and maintenance responsibility for the Improvements. The maintenance guarantee shall be in the form of an irrevocable letter of credit or maintenance bond in favor of the County in an amount no less than ten percent (10%) of the total cost of the Improvements. The purpose of the maintenance guarantee is to ensure the materials, workmanship, structural integrity, functioning, and maintenance of the Improvements. If Licensee elects to post an irrevocable letter of credit, the requirements set forth in Section 34-203 of the Orange County Code shall control.

3.2.2. If Licensee elects a maintenance bond as its maintenance guarantee, Licensee or its general contractor shall obtain and deliver to the County a maintenance bond in a form and amount acceptable to the County. The maintenance bond shall name the County as Dual-Obligee and shall be assignable to the County following acceptance of the Improvements by the County. The surety company issuing the maintenance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, hold a certificate of authority authorizing it to write surety bonds in the State of Florida, and maintain an A-VI or better rating with A.M. BEST or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.
- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address and telephone number on all bonds/surety instruments.

3.3 A one (1)-year maintenance period shall begin and run concurrently with the maintenance guarantee as noted in Section 3.2.1 above. During the one (1)-year maintenance period, Licensee shall not access the License Area without written confirmation from Licensor granting Licensee permission to access the License Area, and such access shall only be to address claims against the maintenance

guarantee. Correspondence regarding Licensee's access to the License Area during the maintenance period shall be made in accordance with Section 10. All terms and conditions of the Agreement apply to any such access granted after construction completion.

SECTION 4. Term and Termination.

4.1 **Term.** The term of this license shall commence on the Effective Date of this Agreement and end upon the expiration of the one (1)-year maintenance period, or upon the completion of Licensee addressing any claim against the maintenance guarantee, whichever last occurs. Upon expiration of the term, the license and this Agreement shall be deemed expired.

4.2 **Termination.** This Agreement may be terminated at any time by mutual written consent of the parties. In the event Licensors finds Licensee to be in breach of any term of this Agreement, Licensors shall provide Licensee with written notice of such breach. If Licensee fails to cure such breach within thirty (30) days of Licensee's receipt of notice of breach, Licensors may unilaterally terminate this Agreement, effective fifteen (15) days after providing written notice of termination.

SECTION 5. Property "As Is." Licensors makes no representations about the condition of the License Area, or the suitability of the License Area, for Licensee's intended use. This Agreement is conditioned upon Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS."

SECTION 6. Ownership of Property. This Agreement is intended and shall be construed only as a temporary, revocable license to enter and install the Improvements within the License Area and does not grant an easement or create or confirm any ownership or possessory interest in any portion of the License Area.

SECTION 7. Hazardous Waste and Materials. Licensee, its employees, agents, vendors and suppliers shall not discharge any hazardous or toxic materials or waste on or within the License Area. Licensee shall indemnify, defend, and hold harmless the County from and against any claims including without limitation third party claims for personal injury or property damage, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, taxes, assessments, liabilities, settlement amounts, interest or losses, including reasonable attorney's fees and expenses, consultant fees, expert fees, and all other costs and expenses of any kind or nature that arise directly or indirectly in connection with the presence, release or threatened release of any hazardous substances by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers, including but not limited to known contaminants in or into the air, soil, groundwater, surface water or improvements at, on, about, under or within the License Area, or any portion thereof, or elsewhere

in connection with the transportation of hazardous substances to or from the License Area by, through, or at the direction of Licensee, its employees, agents, vendors or suppliers. Provided however, Licensee shall not be required to indemnify, defend or hold harmless the County from any claims resulting from the negligent or willful misconduct of the County, or its employees, vendors, or other agents, or resulting from any environmental condition existing on or within the License Area or elsewhere which is not caused, disturbed or exacerbated by Licensee or its employees, agents, vendors or suppliers. The indemnification provisions contained herein shall survive the termination of this Agreement.

SECTION 8. Indemnification. Licensee will defend, indemnify, and hold harmless Licensor, its officials, agents, contractors, and employees from and against all claims, suits, judgments, demands, liability, damages, costs and expenses, of any nature whatsoever, including reasonable attorney's fees and costs, arising directly or indirectly out of or caused in whole or in part by any act or omission of Licensee, its employees, invitees, contractors, subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of Licensor. Nothing contained herein shall constitute a waiver of Licensor's sovereign immunity or the limitations specified in Section 768.28, Florida Statutes. This Section 8 shall survive the termination of this Agreement.

SECTION 9. Insurance.

9.1 For the duration of the license, Licensee shall keep on file with the County current certificates of all required insurance on forms acceptable to the County. The certificates shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County and shall clearly indicate that Licensee has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 9. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

9.2 The following coverages are required:

9.2.1 Workers' Compensation – Licensee shall provide coverage for its employees within statutory workers' compensation limits, and no less than Five Hundred Thousand Dollars (\$500,000) for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees, and officials.

9.2.2 Commercial General Liability – Licensee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars (\$1,000,000) per occurrence. The General Aggregate limit shall either

apply separate to this Agreement or shall be at least twice the required occurrence limit.

9.2.3 Business Auto Liability – Licensee shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Combined Single Limit (CSL) or its equivalent.

9.2.4 Pollution Liability – Licensee will provide coverage with a limit of not less than One Million Dollars (\$1,000,000) for all pollution conditions resulting from its operations within the License Area.

9.3 Licensee shall require and ensure that each of its contractors and subcontractors (if any) providing services hereunder procures and maintains, until the completion of their respective services, insurance of the types and to the limits specified herein. Licensee shall immediately provide the County with proof of such insurance upon request.

9.4 All such insurance required of Licensee shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Any exceptions to the insurance requirements in this Section 9 shall be approved by the County in writing. The County shall be included as an additional insured and a waiver of subrogation shall be in effect on all liability policies of Licensee or Licensee's contractors and subcontractors. Compliance with these insurance requirements shall not relieve or limit Licensee's liabilities and obligation under this Agreement. Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance.

9.5 For the purpose of the foregoing insurance requirements, the County's certificate holder/additional insured shall be:

Orange County, Florida
Attn: Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

SECTION 10. Notices.

10.1 **Notice of Default.** Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform the terms and conditions hereof, unless said party shall have first received written notice specifying the nature of such failure, and said party fails to cure the same within the time specified

in such notice, or in the event no such time is provided within thirty (30) days of receipt of such written notice, unless otherwise provided for herein.

- 10.2 **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this Section 10.

Licensor: Orange County Administrator
Orange County Administration Building
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527

With copy to: Orange County Utilities
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director

Licensee: Park Square Grande Pines, LLC
5200 Vineland Road, Suite 200
Orlando, Florida 32811-7674
Attn: Senior Land Acquisition Manager

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801-2028
Attn: Gary M. Kaleita, Esq. and Matthew W.
McMurtrey, Esq.

SECTION 11. Assignment. Licensee shall not assign or transfer any interest, rights, or duties under this Agreement to any other party except upon written approval by the County, which shall not be unreasonably withheld, conditioned, or delayed.

SECTION 12. Permits and Licenses. Licensee, with reasonable cooperation of Licensor, but at no expense to Licensor, shall obtain any and all permits, approvals, and licenses which may be required for the work it conducts pursuant to this Agreement.

SECTION 13. Compliance with Applicable Laws. Licensee shall comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the License Area.

SECTION 14. Entire Agreement. This Agreement contains the entire understanding between the parties. Any change, amendment, or alteration shall be in writing and signed by both

parties. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

SECTION 15. Admission of Facts. Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

SECTION 16. Waiving or Right to Jury, Attorneys' Fees, and Venue. Both parties hereby waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement. All claims, controversies, or disputes arising out of this Agreement shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida. Each party shall be responsible for all of its attorneys' fees and costs associated with any legal action arising out of this Agreement. However, if any legal action is subject to mediation, the parties shall share the fees and costs of the mediator equally.

SECTION 17. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding. This Agreement shall be governed by the laws of the State of Florida.

SECTION 18. Captions. Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

SECTION 19. Public Records Compliance. The County is a public agency subject to Chapter 119, Florida Statutes. The Developer agrees to comply with Florida's Public Records Law. Specifically, the Developer shall:

- 19.1. Keep and maintain public records required by the County to perform the service.
- 19.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- 19.3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized

by law for the duration of the contract term and following completion of the contract if the Developer does not transfer the records to the County.

19.4. Upon completion of the Agreement, the Developer agrees to transfer at no cost to the County all public records in possession of the Developer or keep and maintain public records required by the County to perform the service. If the Developer transfers all public records to the County upon completion of the contract, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the contract, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

19.5. If the Developer fails to provide the public records to the County within a reasonable time, the Developer may be subject to penalties under section 119.10, Florida Statutes.

19.6. IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

450 East South Street, Suite 360
Orlando, Florida 32801
407-836-5897
PublicRecordRequest@ocfl.net

SECTION 20. E-Verify. Pursuant to Florida Statutes 488.095(5)(a), the Developer, the Developer's contractor, and all subcontractors shall register with and use the E-Verify system to verify the employment eligibility of all newly hired employees during the Agreement term. No Party to this Agreement shall enter into a contract unless each Party registers with and uses the E-Verify system.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

LICENSOR:
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____

Print Name: _____
Deputy Clerk

[REMAINING SIGNATURES ON THE FOLLOWING PAGE]

LICENSEE:

PARK SQUARE GRANDE PINES, LLC
a Florida limited liability company,

WITNESSES:

[Signature]
Print Name: ROCHELLE SEQUINO

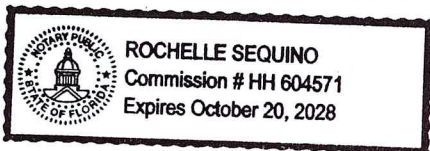
[Signature]
Print Name: CLARISSA RONDINA

By: [Signature]
Print Name: VISHAL GUPTA
Title: MANAGER
Date: 12/19/25

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of DECEMBER, 2025, by VISHAL GUPTA as MANAGER of Park Square Grande Pines, LLC, a Florida limited liability company, on behalf of the company. The individual ☒ is personally known to me or ☐ has produced _____ as identification.

(SEAL)



[Signature]
Notary Signature
ROCHELLE SEQUINO
Printed Notary Name

Notary Public in and for the county and state
aforesaid

My Commission Expires: OCTOBER 20, 2028

Exhibit A - License Area

LEGAL DESCRIPTION:

Parcels of land situated in Section 13, Township 24 South, Range 28 East, Orange County Florida, being more particularly described as follows:

Tract LS-1, PARADISO GRANDE PHASE 1, according to the plat thereof, as recorded in Plat Book 108, Pages 40 through 42, of the Public Records of Orange County, Florida.

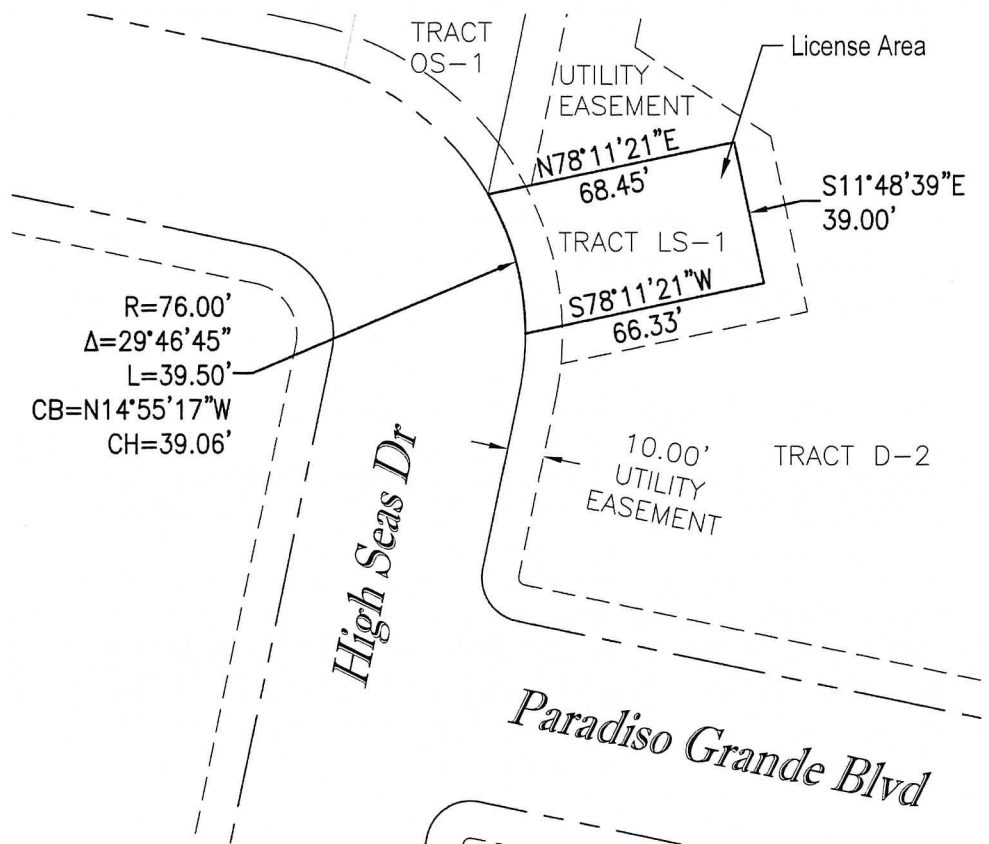


Exhibit A

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Paradiso Grande

POULOS & BENNETT

a Pape-Dawson company

December 4, 2025
P & B Job No.: 18-007

2602 E. Livingston St., Orlando, FL 32803
7563 Philips Hwy., Suite 303, Jacksonville, FL 32256
T: 407.487.2594 F: 407.289.5280

info@poulosandbennett.com
www.poulosandbennett.com
Certificate of Authorization No. 39101

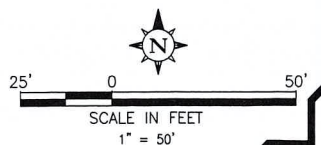


Exhibit B - Licensee's Property

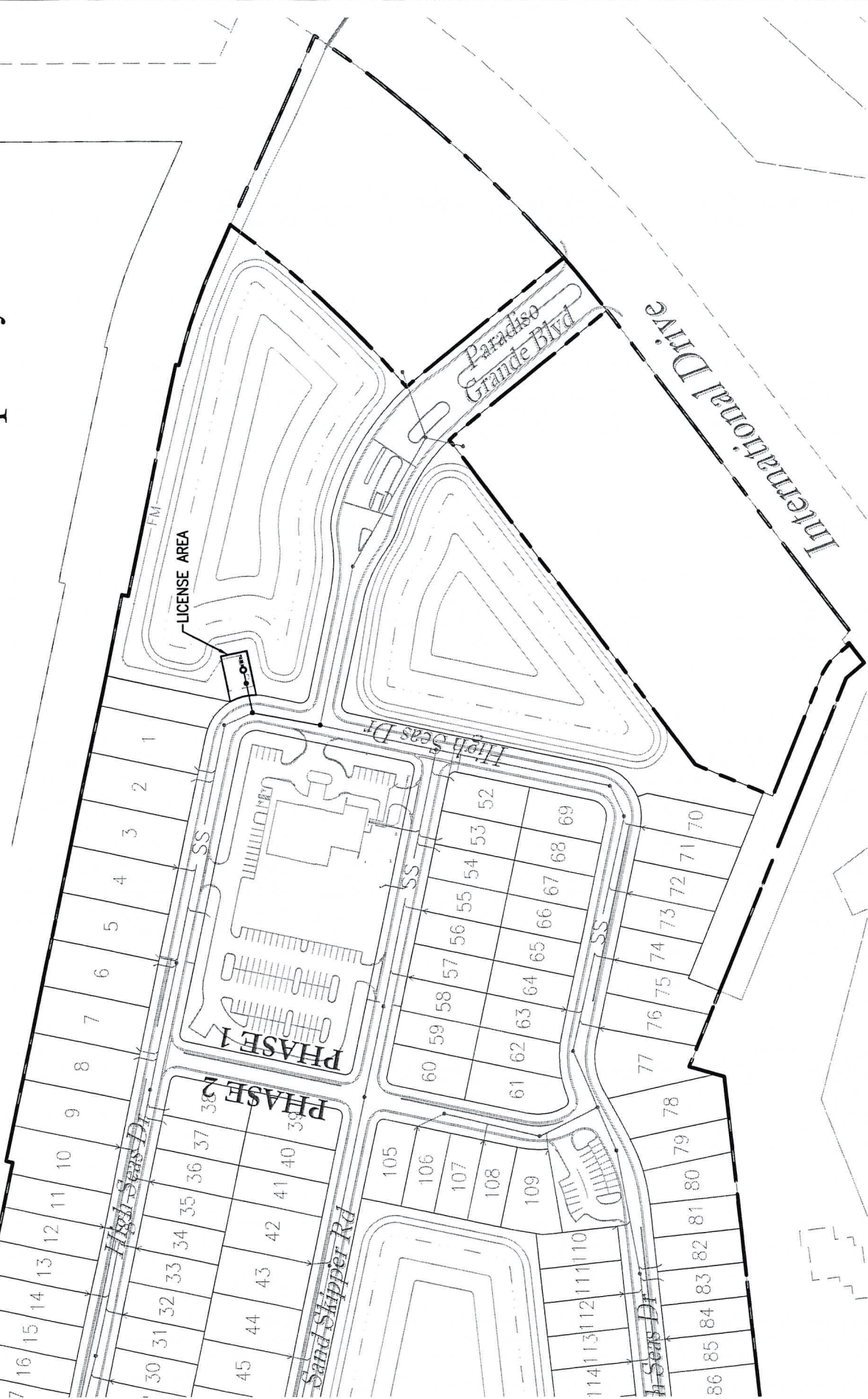
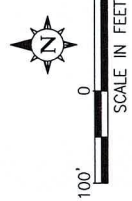


Exhibit B
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Paradiso Grande

POULOS & BENNETT
a Page-Dawson company
info@poulosbennett.com
www.poulosbennett.com
Certificate of Authorization No. 39101

3002 E Livingston St., Orlando, FL 32803
7563 Philips Hwy., Suite 303, Jacksonville, FL 32256
T: 407.487.2594 F: 407.289.5280

December 3, 2025
P & B Job No.: 18.007

23001818-007 PARK SQUARE - GRABE PINE SPRING-WF RETROFIT PLUMBING & HVAC/2025-11-21 LICENSE AGREEMENT 18007-REWORK-1A

Exhibit B - Licensee's Property

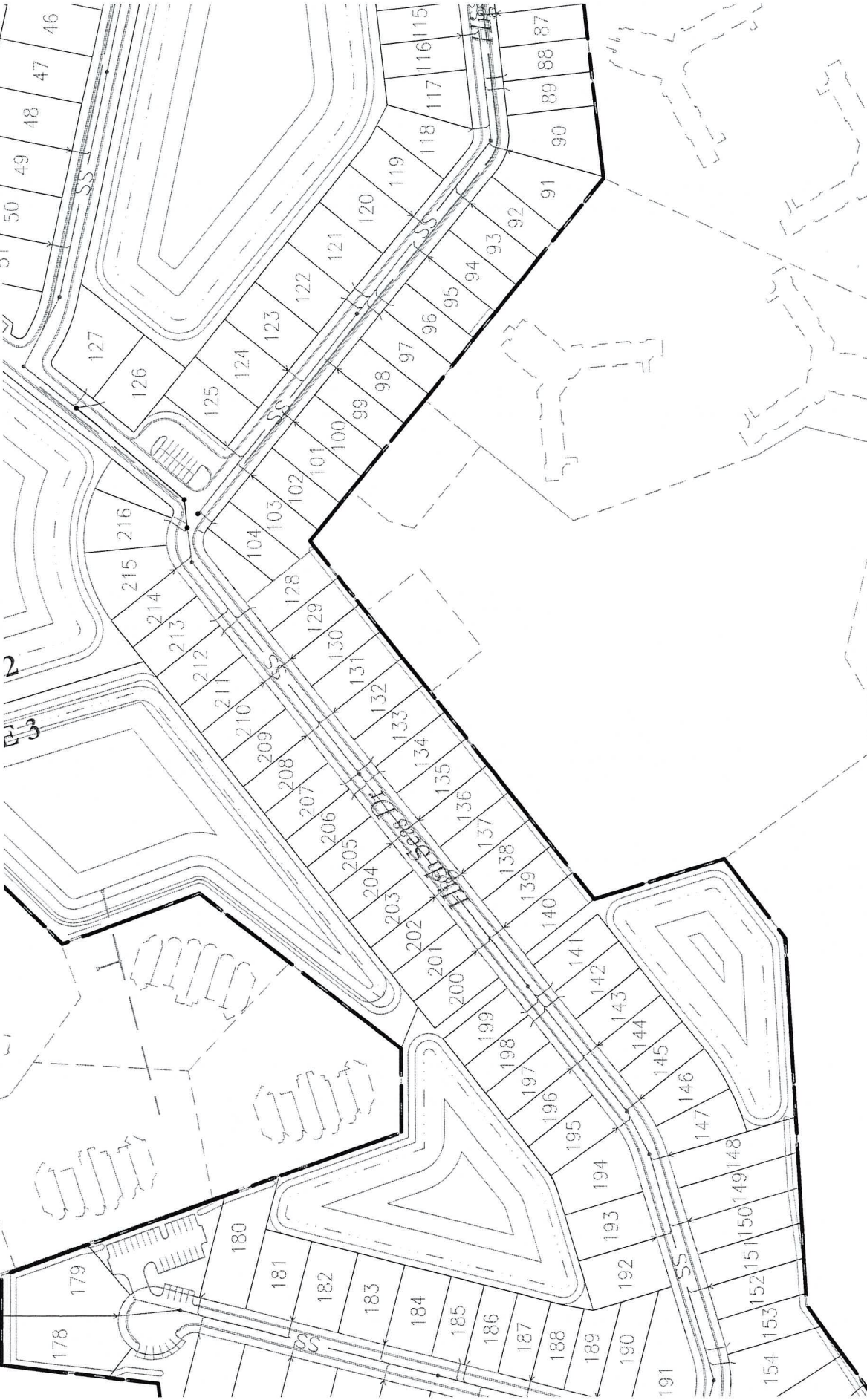


Exhibit B
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Paradiso Grande

POULOS & BENNETT

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Certificate of Authorization No. 39101

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7565 Phillips Hwy., Suite 200, Jacksonville, FL 32216
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December 3, 2025
P & B Job No.: 18-007

EXHIBIT B-007 PARK SQUARE - GRANDE PINES SPRINGWATER-WF RETROFIT PARKING LOT & TRAIL 2025-11-21 LICENSE AGREEMENT 1803-RETIROFF-LA

Exhibit B - Licensee's Property



Exhibit B
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Paradiso Grande

POULOS & BENNETT

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December 3, 2025
P & B Job No.: 18-007

AL001818-007 PARK SQUARE - GRANDE PINES SPRINGWATER-WF RETROFIT FURNACEDRY & THERMO-11-21 LICENSE
ADDITION 1809-RETIROFF-LA

Exhibit B - Licensee's Property

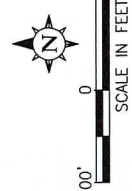
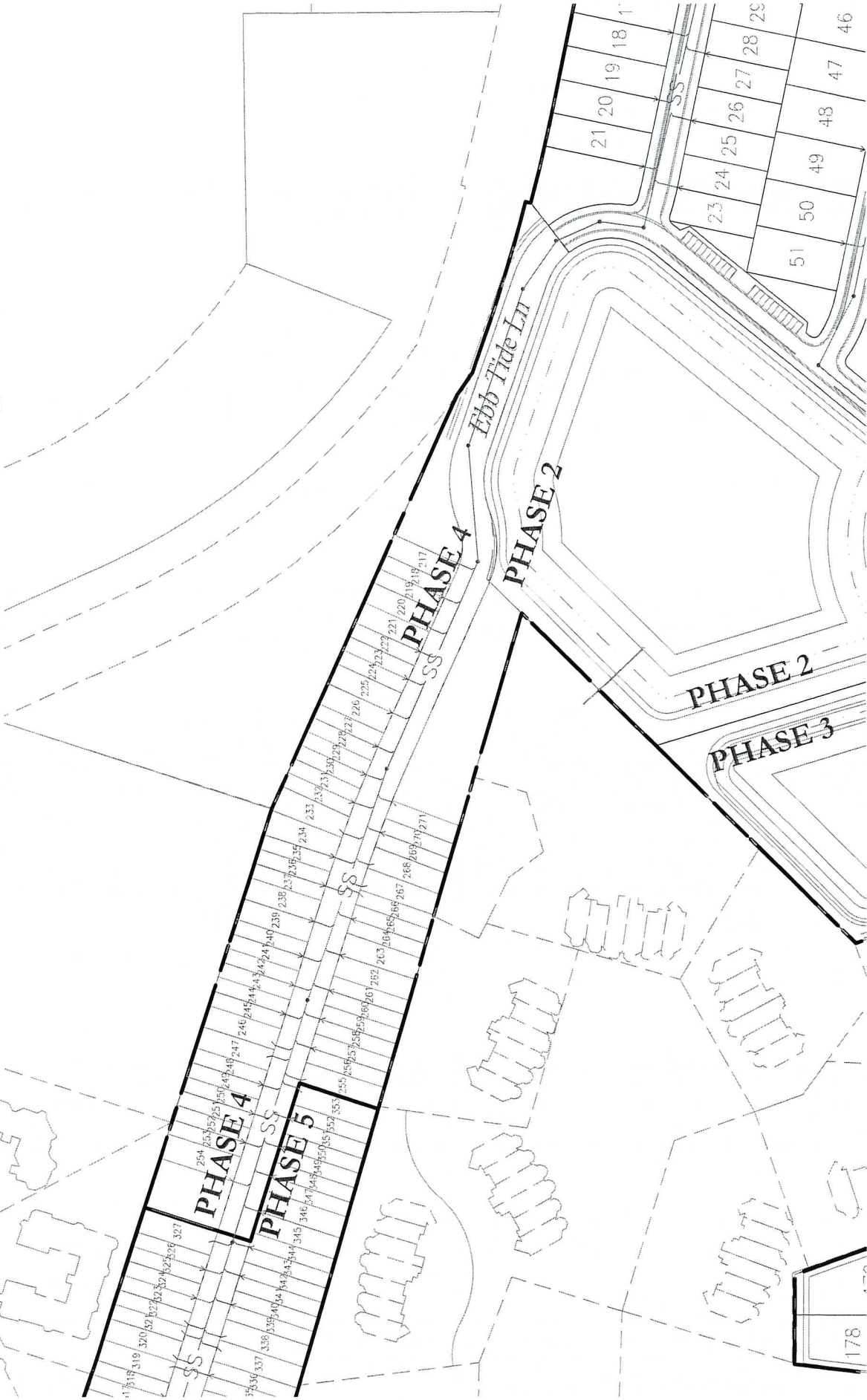


Exhibit B
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Paradiso Grande

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December 3, 2025
P & B Job No.: 18.007

Z:\2025\18-007 PARK SQUARE - GRANDE FINE SPR WATER-WF RETROFIT PARK SQUARE & FND\2025-11-21 LICENSE AGREEMENT\18007-RETROFIT-1A

Exhibit B - Licensee's Property

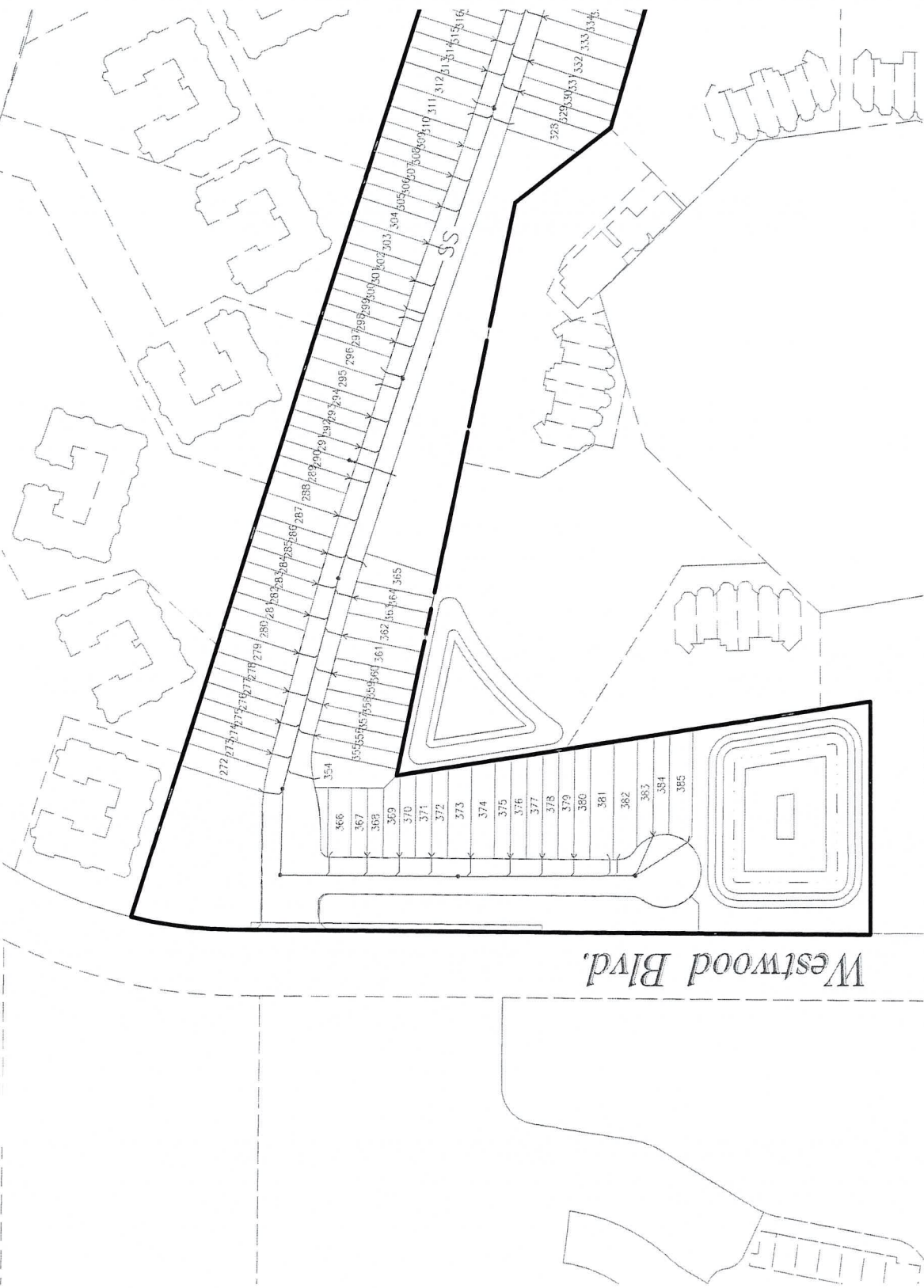


Exhibit B
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Paradiso Grande

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a Page-Dawson company

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305.487.2594
Certificate of Authorization No. 39101

302 E. Livingston St., Orlando, FL 32803
7563 Phillips Hwy., Orlando, FL 32835
T: 407.487.2594 F: 407.289.5280

December 3, 2025
P & B Job No.: 18-007

Z:\2018\18-007 PARK SOURCE - GRANDE PINES SPRING-WF RETROFIT PLANNING & DESIGN\2025-11-21 LICENSE AGREEMENT\18007-RETROFIT-LA