

AGENDA ITEM



Interoffice Memorandum

May 4, 2022

TO: Mayor Jerry L. Demings
–AND–
County Commissioners

FROM: Jon V. Weiss, P.E., Chairman
Roadway Agreement Committee

SUBJECT: May 24, 2022 – Consent Item
Second Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement
Hartzog Road

The Roadway Agreement Committee has reviewed a Second Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement Hartzog Road ("Second Supplemental Road Agreement") by and between Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, formerly known as Orange Lake Country Club, Inc., and Orange County to supplement the terms of the Hartzog Road Right-of-Way Agreement approved by the Board on June 3, 2008 and recorded at OR Book/Page 9712/4850, as amended. The Second Supplemental Road Agreement provides for the conveyance of two stormwater retention ponds in fee simple to Orange County. The area of the ponds combined equals 16.085 acres and the value of the ponds by agreement are \$40,000 per acre for a total of \$643,400. Upon conveyance of the pond locations by Special Warranty Deed, a Shared Use Stormwater Pond Agreement shall be entered into for joint use of the pond with the area for development shown in Exhibit C.

The Roadway Agreement Committee recommended approval of the Second Supplemental Road Agreement at the February 16, 2022 and May 4, 2022 meetings. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

ACTION REQUESTED: Approval and execution of Second Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement Hartzog Road by and between Holiday Inn Club Vacations Incorporated and Orange County to provide for conveyance of two stormwater ponds. District 1

JVW/hegb/fb
Attachment

BCC Mtg. Date: May 24, 2022

Prepared by and return to:

Baker & Hostetler LLP
Attn: Gregory D. Lee
200 South Orange Avenue
Suite 2300
Orlando, FL 32801
Telephone: 407-649-4000

Parcel I.D. Nos.: 29-24-27-0000-00-005; 29-24-27-0000-00-006; 28-24-27-0000-00-011; 28-24-27-0000-00-013;
28-24-27-0000-00-014; 33-24-27-0000-00-019; 33-24-27-0000-00-001; and 28-24-27-0000-00-006

**SECOND SUPPLEMENTAL ROAD AGREEMENT TO
HARTZOG ROAD RIGHT-OF-WAY AGREEMENT**

HARTZOG ROAD

This Second Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement (this “**Agreement**”), effective as of the latest date of execution (“**Effective Date**”), is made and entered into by and between Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, formerly known as Orange Lake Country Club, Inc., a Florida corporation (“**Orange Lake**”), whose mailing address is 9271 S. John Young Parkway, Orlando, Florida 32819 and Orange County, a charter county and political subdivision of the state of Florida (“**County**”), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Orange Lake and various other parcel Owners (as defined in the ROW Agreement) entered into that certain Hartzog Road Right-of-Way Agreement (the “**ROW Agreement**”) with County, which Agreement was approved by the Orange County Board of County Commissioners (“**BCC**”) on June 3, 2008 and recorded in Official Records Book 9712, Page 4850, in the Public Records of Orange County, Florida; and

WHEREAS, Orange Lake and County previously entered into that certain Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement dated effective November 12, 2019 and recorded November 20, 2019 as Document Number 20190732203 in the Public Records of Orange County, Florida (the “**Supplemental Agreement**” and together with the ROW Agreement shall collectively be referred to herein as the “**Hartzog Road Agreement**”); and

WHEREAS, Orange Lake is part of that certain Orange Lake Country Club Development of Regional Impact with the Third Amendment to the Eighth Restated and Amended Development Order being recorded in the Public Records of Orange County, Florida on March 27, 2017, under Document Number 20170162806, impacting several parcels of land in Orange County, which include Parcel ID #s 28-24-27-0000-00-007; 28-24-27-0000-00-016; 28-24-27-0000-00-011; 29-24-27-0000-00-006; 29-24-27-0000-00-005; 28-24-27-0000-00-006; 33-24-27-6377-00-002; 33-24-27-6377-00-004; 33-24-27-6377-00-005; 33-24-27-6379-00-006; 33-24-27-6377-00-040; 33-24-27-6377-00-050; 33-24-27-6377-00-060; 33-24-27-6377-00-051; 33-24-27-6377-00-052; 33-24-27-6378-00-001; 33-24-27-6378-00-010; 33-24-27-6378-00-030; 33-24-27-6379-00-070; 28-24-27-0000-00-013; 33-24-27-0000-00-001; 33-24-27-0000-00-019; and 28-24-27-0000-00-014 (the “**Orange Lake Property**”); and

WHEREAS, only Parcel I.D. #s 28-24-27-0000-00-007, 29-24-27-0000-00-005, and 29-24-27-0000-00-006 within the Orange Lake Property, (the “**Impacted Parcels**”) which Impacted Parcels are still owned by Orange Lake, and Parcel I.D. # 28-24-27-0000-00-026 within the Orange Lake Property, (the “**POA Parcel**”) which POA Parcel is currently owned by Overlook Haven Property Owners Association, Inc., a Florida not for profit corporation, (“**Overlook Haven POA**”) are subject to the conveyances discussed in Section 2 of this Agreement, and the rights and

obligations set forth herein shall run with the land for the Impacted Parcels (but not the POA Parcel); and

WHEREAS, the County desires that the County own Stormwater Pond 3, as described on the attached Exhibit "A-1" ("Pond 3"), the portion of Stormwater Pond 4 described on the attached Exhibit "A-2" (the "Pond 4 – Pond Area"), and the remaining portion of Stormwater Pond 4 described on the attached Exhibit "A-3" (the "Pond 4 – Outfall Area", and together with the Pond 4 – Pond Area, "Pond 4"), as Pond 3 and Pond 4 (collectively, the "Stormwater Ponds" or the "Conveyed Lands") will be utilized to accommodate stormwater retention/detention for the Hartzog Road Realignment (as such term is used in the Hartzog Road Agreement); and

WHEREAS, Orange Lake is currently the sole owner in fee simple of Pond 3 and the Pond 4 – Pond Area, and Overlook Haven POA is currently the sole owner in fee simple of the Pond 4 – Outfall Area, such Pond 4 – Outfall Area being a portion of the POA Parcel; and

WHEREAS, Orange Lake has agreed to convey or cause the simultaneous conveyance of the Stormwater Ponds to the County in fee simple; and

WHEREAS, the parties have agreed that, following the conveyance of the Stormwater Ponds, they will enter into a Shared Use Pond Agreement (defined below) over Pond 4 to accommodate stormwater retention/detention for the Hartzog Road Realignment; and

WHEREAS, the County and Orange Lake desire to enter into this Agreement in order to memorialize the conveyance of the Stormwater Ponds to the County to accommodate stormwater retention/detention for the Hartzog Road Realignment through Pond 4 (which is a part of Parcel I.D. No. 29-24-0000-00-005 and a part of the POA Parcel) as set forth in the Shared Use Pond Agreement; and

WHEREAS, the original terms of the Hartzog Road Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Orange Lake and County (collectively referred to hereinafter as the “Parties”) agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Conveyance of Stormwater Ponds.

(a) Conveyance of Stormwater Ponds. Orange Lake shall convey to County marketable fee simple title to Pond 3 and the Pond 4 – Pond Area, and shall cause marketable fee simple title to the Pond 4 – Outfall Area to be conveyed to County simultaneously with Orange Lake’s conveyance of Pond 3 and the Pond 4 – Pond Area.

(b) Procedure. The conveyance of the Stormwater Ponds shall be by special warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. The form of the special warranty deed for the conveyance of Pond 3 and the Pond 4 – Pond Area is attached hereto as **Exhibit “B”**, and the special warranty deed for the conveyance of the Pond 4 – Outfall Area shall be in substantially the same form (each, a “**Deed**”). Orange Lake shall pay all costs associated with the conveyance of the Stormwater Ponds, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Stormwater Ponds shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Orange Lake to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1

and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Orange Lake for the year of conveyance.

(c) Title Policy. No less than thirty (30) days prior to conveyance of the Stormwater Ponds, Orange Lake shall deliver to County, at Orange Lake's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Stormwater Ponds.

(d) Value of Stormwater Ponds. The Parties hereby agree that the value of the Stormwater Ponds is \$643,640.00. This total results from an agreed-upon fair market value of \$40,000.00 per acre, or fraction thereof, as such fair market value is specified in Section 3(a) of the ROW Agreement, and a total acreage of 16.091 acre(s).

(e) Environmental Assessment. Not later than sixty (60) days prior to conveyance, Orange Lake shall submit to County a current (within 6 months of conveyance to County) Phase I Environmental Assessment of the areas encompassed by the Conveyed Lands. The Phase I Environmental Assessment shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule ("AAIFR") and with the most current standards set forth in the American Society for Testing and Materials (ASTM) E-1527. Initial reports shall be completed within one hundred eighty (180) days prior to conveyance. Updated reports may be submitted but under no circumstance will reports older than one year from the original report date be accepted. All reports conducted for a user other than the County shall include a reliance letter that is either part of the report or as a separate document indicating that Orange County, Florida may rely on the findings outlined in the report. In the event the Phase I Environmental Assessment presents a matter of concern, as determined by County, then prior to Conveyance, Owner shall submit to

County a Phase II Environmental Assessment. The Phase II Environmental Assessment shall be conducted in accordance with the requirements of the AAIFR and the most current standard ASTM E-1903. If the Phase II Environmental Assessment is performed and reveals the need for remediation to the subject Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County's satisfaction prior to Conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement, at its option.

(f) Compliance with Section 286.23, Florida Statutes. Orange Lake shall, and shall cause Overlook Haven POA to, execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

(g) Delegation of Authority. The Orange County Board of County Commissioners hereby delegates to the Manager of the Real Estate Management Division, or that person's designee, the authority to take actions necessary to effectuate such Conveyance.

(h) Timing of Orange Lake Conveyances. Following completion of the Hartzog Road Realignment and issuance of a certificate of completion from the County, the fee simple and easement grants and conveyances to be made from the Impacted Parcels pursuant to Section 3 of the ROW Agreement, as modified by this Agreement, need not occur contemporaneously with, and may occur separately and independently from and prior to (or after), any other fee simple and/or easement grants and/or conveyances to occur pursuant to the Hartzog Road Agreement, as modified – except that the fee simple conveyance to County of the Pond 4 – Outfall Area must occur simultaneously with such fee simple and easement grants and conveyances to be made from the Impacted Parcels. For avoidance of doubt, the fee simple and easement grants and conveyances to be made from the Impacted Parcels are: (i) the portion of the Hartzog Road Right-of-Way (as

defined in the ROW Agreement) located within the Impacted Parcels; (ii) Pond 3 and the Pond 4 – Pond Area; (iii) drainage and maintenance easements, to the extent that any are required upon the Impacted Parcels, as reflected in the approved construction plans for the Hartzog Road Realignment; and (iv) temporary and permanent slope easements to the extent that any are required upon the Impacted Parcels. County and Orange Lake acknowledge that so long as the portion of the Hartzog Road Realignment running through the Impacted Parcels has been constructed to its final four-lane configuration as part of the initial construction and prior to completion of the aforesaid conveyances to County for the Hartzog Road Realignment, Temporary Grading and Construction Easements in accordance with Section 3(g)(ii) of the ROW Agreement will not be required from the Impacted Parcels. The legal descriptions for Hartzog Road may be modified with the approval of the Parties, provided however, that no such legal descriptions will be approved prior to as-built construction drawings being completed and a certificate of completion being issued by the County for Hartzog Road.

Section 3. Shared Use Pond Agreement. Following the recording of the Deeds, the Parties will enter into a Shared Use Pond Agreement in the form attached hereto as **Exhibit “C”** (the “**Shared Use Pond Agreement**”).

Section 4. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party’s name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Orange Lake: Holiday Inn Club Vacations Incorporated
9271 S. John Young Parkway
Orlando, FL 32819
Attention: Michael J. Thompson, Esq.

With a copy to: Baker & Hostetler LLP
200 S. Orange Ave., Ste 2300
Orlando, FL 32801
Attention: Gregory D. Lee, Esq.

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Planning, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, FL 32839-9205

Section 5. Covenants Running with the Land. This Agreement shall run with the portion of the Orange Lake Property comprising the Impacted Parcels owned by Orange Lake as of the Effective Date and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of Orange Lake and any person, firm, corporation, or other entity that may become the successor in interest to such lands.

Section 6. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Orange Lake's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

Section 7. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 8. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 9. Further Documentation. The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 10. Limitation of Remedies. County and Orange Lake expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement. Accordingly, the remedies available to each party shall be as stated in the Hartzog Road Agreement.

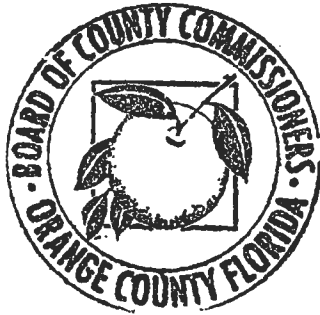
Section 11. Amendments. No amendment, modification, or other change to this Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

Section 12. Counterparts. This Agreement may be executed in up to two (2) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Section 13. No Joinder Required. The additional Owners subject to the Hartzog Road Agreement currently possess no right or interest in or to the Stormwater Ponds (other than the interest of Overlook Haven POA in the Pond 4 – Outfall Area described hereinabove) nor shall the Owners be granted a right or interest in the Stormwater Ponds after the conveyances which are contemplated hereunder, and as such the joinder and consent of such Owners are not required. The terms of this Agreement shall govern and control (but only as between County and Orange Lake) in connection with the Hartzog Road Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



By: Jerry L. Demings

for Jerry L. Demings,
Orange County Mayor

Date: May 24, 2022

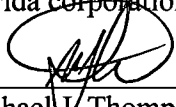
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk

Printed name: Katie Smith

“ORANGE LAKE”

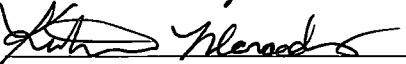
HOLIDAY INN CLUB VACATIONS
INCORPORATED, a Delaware corporation
authorized to transact business in Florida, formerly
known as Orange Lake Country Club, Inc., a
Florida corporation

By: 
Michael J. Thompson
Senior Vice President
Date: 5/16/22

WITNESSES:



Print Name: Ayumi Johnson

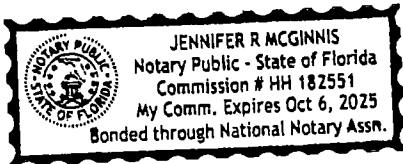


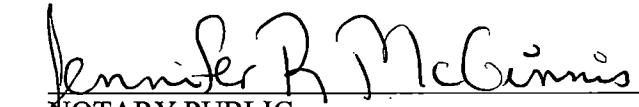
Print Name: Katherine Mercedes

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by physical presence (X) or online notarization () by Michael J. Thompson, as Senior Vice President of Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, formerly known as Orange Lake Country Club, Inc., a Florida corporation, who is known by me to be the person described herein and who executed the foregoing, this 16 day of May, 2022. The individual is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of May, 2022




NOTARY PUBLIC

Print Name: Jennifer R. McGinnis

My Commission Expires: October 6, 2025

EXHIBIT "A-1"
POND 3

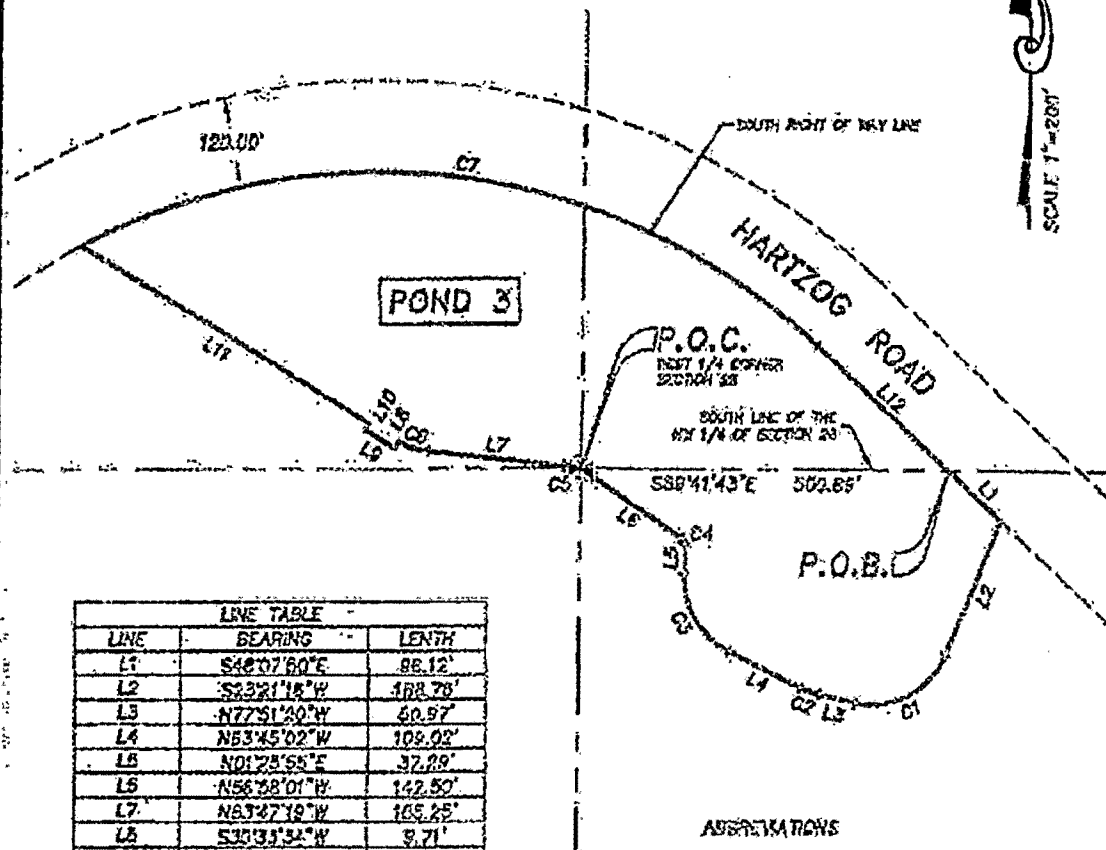
THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28 THENCE RUN S89°41'43"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, 500.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF HARTZOG ROAD FOR THE POINT OF BEGINNING; THENCE RUN S48°07'50"E ALONG SAID RIGHT OF WAY LINE, 98.12 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S23°21'16"W, 188.76 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 78°47'24", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 151.27 FEET, A CHORD BEARING OF S62°44'58"W AND A CHORD DISTANCE OF 139.63 FEET; THENCE RUN N77°51'20"W, 50.97 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°06'17", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 27.08 FEET, A CHORD BEARING OF N70°48'11"W AND A CHORD DISTANCE OF 27.01 FEET; THENCE RUN N63°45'02"W, 109.02 FEET TO A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 65°10'57", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 125.14 FEET, A CHORD BEARING OF N31°09'34"W AND A CHORD DISTANCE OF 118.50 FEET; THENCE RUN N01°25'55"E, 37.29 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 58°23'55", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 10.19 FEET, A CHORD BEARING OF N27°46'03"W AND A CHORD DISTANCE OF 9.76 FEET; THENCE RUN N56°58'01"W, 142.50 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25°36'18", A RADIUS OF 98.39 FEET, AN ARC LENGTH OF 43.97 FEET, A CHORD BEARING OF N69°46'10"W AND A CHORD DISTANCE OF 43.60 FEET; THENCE RUN N83°47'19"W, 185.25 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 21°44'34", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 41.74 FEET, A CHORD BEARING OF N72°55'02"W AND A CHORD DISTANCE OF 41.49 FEET; THENCE RUN S30°33'34"W, 9.71 FEET; THENCE RUN N59°26'26"W, 48.00 FEET; THENCE RUN N30°33'34"E, 9.60 FEET; THENCE RUN N59°26'26"W, 457.64 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF HARTZOG ROAD BEING A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 68°45'32", A RADIUS OF 895.00 FEET, AN ARC LENGTH OF 1074.06 FEET, A CHORD BEARING OF S82°30'36"E AND A CHORD DISTANCE OF 1010.76 FEET; THENCE RUN S48°07'50"E, 243.69 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.877 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	78°47'24"	110.00'	181.27'	139.63'	S82°44'58"W
C2	14°08'17"	110.00'	27.00'	27.01'	N70°45'11"W
C3	85°10'57"	110.00'	123.14'	118.50'	N31°02'30"E
C4	55°23'55"	10.00'	10.16'	9.78'	N27°45'03"W
C5	26°38'18"	88.39'	43.87'	43.80'	N58°48'10"W
C6	21°44'34"	110.00'	41.24'	41.49'	N72°55'02"W
C7	88°45'32"	653.00'	1074.86'	1010.78'	S82°30'30"E



LINE TABLE		
LINE	BEARING	LENGTH
L1	S48°07'50"E	88.12'
L2	S33°21'15"W	188.78'
L3	N77°51'20"W	60.97'
L4	N53°45'02"W	109.02'
L5	N01°28'55"E	37.89'
L6	N56°38'01"W	142.50'
L7	N63°47'18"W	165.25'
L8	S30°33'34"W	8.71'
L9	N55°28'28"W	48.00'
L10	N30°33'54"E	8.60'
L11	N59°22'26"W	457.64'
L12	S48°07'50"E	243.69'

ABBREVIATIONS
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING



JOB NUMBER: 04041.035
 DRAWN DATE: 6/21/15
 DRAWING FILE: 04041-23.075

SHEET 2 OF 3

CERTIFICATE OF AUTHORIZATION LB 7274
 24 N. PLANT STREET, P.O. Box 407, BOULDER
 LAKE, FLORIDA 34787 Tel: 407.623.8877

EXHIBIT "A-2"
POND 4 – POND AREA

THAT PART OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28 THENCE RUN S89°41'43"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, 1712.61 FEET TO THE POINT OF BEGINNING; THENCE RUN N65°58'26"E, 15.60 FEET; THENCE RUN N69°41'32"E, 95.73 FEET; THENCE RUN N71°26'10"E, 61.62 FEET; THENCE RUN N68°44'53"E, 78.80 FEET; THENCE RUN N72°13'50"E, 75.23 FEET; THENCE RUN N78°38'56"E, 100.71 FEET; THENCE RUN N70°48'10"E, 34.13 FEET; THENCE RUN N76°09'30"E, 56.33 FEET; THENCE RUN N87°54'47"E, 58.74 FEET; THENCE RUN N82°52'16"E, 93.09 FEET; THENCE RUN N67°43'01"E, 54.11 FEET; THENCE RUN N49°05'45"E, 66.15 FEET TO THE NORTH RIGHT OF WAY LINE OF HARTZOG ROAD BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 82°19'20", A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 1472.71 FEET, A CHORD BEARING OF S65°11'16"W AND A CHORD DISTANCE OF 1349.27 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N47°23'00"E, 79.80 FEET; THENCE RUN N49°37'54"E, 94.40 FEET; THENCE RUN N45°08'45"E, 66.64 FEET; THENCE RUN N54°19'54"E, 63.38 FEET; THENCE RUN N51°04'45"E, 97.69 FEET; THENCE RUN N70°55'20"E, 53.63 FEET; THENCE RUN N65°58'26"E, 136.12 FEET TO THE POINT OF BEGINNING.

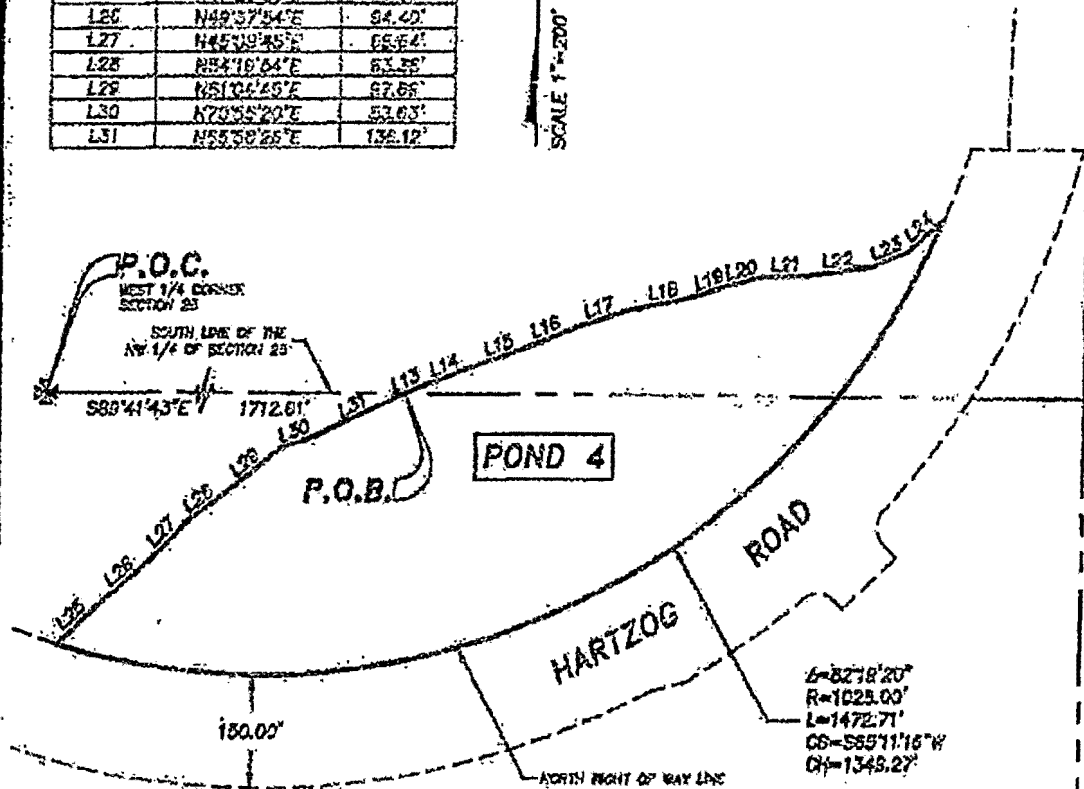
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7.208 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

LINE	BEARING	LENGTH
L13	N69°38'28"E	15.60'
L14	N88°41'32"E	55.73'
L15	N71°28'10"E	81.82'
L16	N68°44'53"E	78.85'
L17	N72°19'50"E	75.25'
L18	N78°35'55"E	100.71'
L19	N70°48'18"E	34.13'
L20	N76°02'32"E	55.33'
L21	N87°54'47"E	55.74'
L22	N82°36'18"E	83.06'
L23	N57°43'01"E	54.11'
L24	N68°05'45"E	82.15'
L25	N47°32'00"E	78.80'
L26	N48°37'54"E	94.40'
L27	N45°39'45"E	65.64'
L28	N84°19'04"E	63.85'
L29	N51°04'49"E	87.65'
L30	N70°55'20"E	53.63'
L31	N55°58'28"E	152.12'

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING S89°41'43"E (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.



ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING



CERTIFICATE OF AUTHORIZATION LB 7274

JOB NUMBER: G4041.088

SURVEY DATE: 5/01/15
 DRAWING FILE: 01041-30.DWG

SHEET 3 OF 3

22 W. PLANT STREET Phone No. 407.608.8377
 WINTER GARDEN, FL 34787 Fax No. 407.608.8075

EXHIBIT "A-3"
POND 4 – OUTFALL AREA

SKETCH OF DESCRIPTION

DESCRIPTION: (POND 4 OUTFALL)

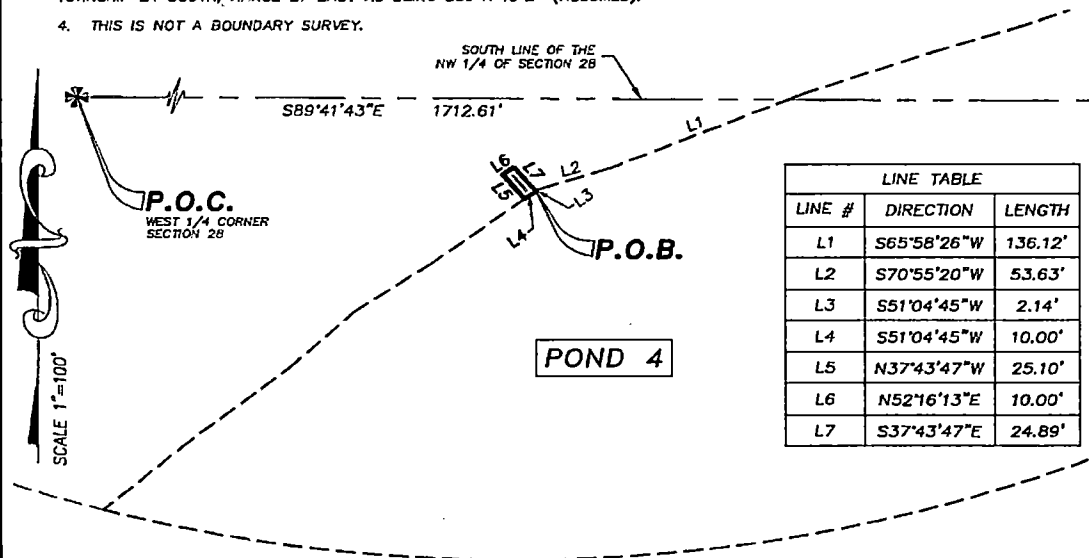
THAT PART OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28 THENCE RUN S89°41'43"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, 1712.61 FEET; THENCE RUN S65°58'26"W, 136.12 FEET; THENCE RUN S70°55'20"W, 53.63 FEET; THENCE RUN S51°04'45"W, 2.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S51°04'45"W, 10.00 FEET; THENCE RUN N37°43'47"W, 25.10 FEET; THENCE RUN N52°16'13"E, 10.00 FEET; THENCE RUN S37°43'47"E, 24.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 250 SQUARE FEET MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING S89°41'43"E (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°58'26"W	136.12'
L2	S70°55'20"W	53.63'
L3	S51°04'45"W	2.14'
L4	S51°04'45"W	10.00'
L5	N37°43'47"W	25.10'
L6	N52°16'13"E	10.00'
L7	S37°43'47"E	24.89'

SHEET 1 OF 1

HARTZOG ROAD

JOB NUMBER: 04041.088		
SURVEY DATE:	04/06/2022	
FIELD BY:	N/A	CERTIFICATE OF AUTHORIZATION LB 7274 301 N. TUBB STREET, SUITE 106 OAKLAND, FL 34760 Phone No. 407.955.8877
FIELD BOOK:	N/A	
PAGES:	N/A	
FIELD FILE:	N/A	
DRAWING FILE:	04041-BB-P4E.DWG	ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5688

EXHIBIT "B"

Prepared by and return to:

Baker & Hostetler LLP
Attn: Gregory D. Lee
200 South Orange Avenue
Suite 2300
Orlando, FL 32801
Telephone: 407-649-4000

Instrument: _____
Project: Hartzog Road

FORM OF SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of the date signed below, by Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, formerly known as Orange Lake Country Club, Inc., a Florida corporation, 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, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, align, remise, release, convey, and confirm unto the GRANTEE, all that certain land situate in Orange County, Florida:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said GRANTOR, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021.

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

“GRANTOR”

HOLIDAY INN CLUB VACATIONS
INCORPORATED, a Delaware corporation
authorized to transact business in Florida, formerly
known as Orange Lake Country Club, Inc., a
Florida corporation

By: _____
Thomas R. Nelson
CEO
Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by physical presence () or online notarization () by Thomas R. Nelson, as CEO of Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, formerly known as Orange Lake Country Club, Inc., a Florida corporation, who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20___. The individual is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
TO FORM OF SPECIAL WARRANTY DEED

POND 3:

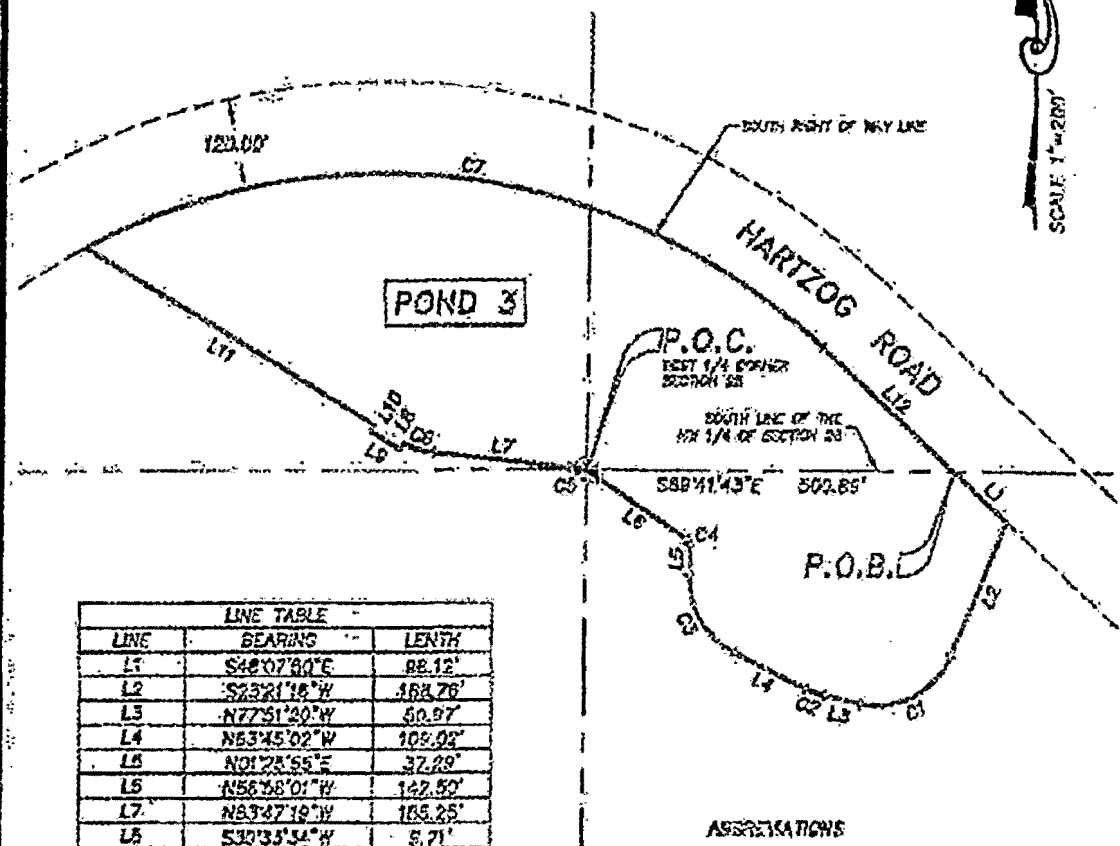
THAT PART OF SECTIONS 28 AND 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28 THENCE RUN S89°41'43"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, 500.89 FEET TO THE SOUTH RIGHT OF WAY LINE OF HARTZOG ROAD FOR THE POINT OF BEGINNING; THENCE RUN S48°07'50"E ALONG SAID RIGHT OF WAY LINE, 98.12 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S23°21'16"W, 188.76 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 78°47'24", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 151.27 FEET, A CHORD BEARING OF S62°44'58"W AND A CHORD DISTANCE OF 139.63 FEET; THENCE RUN N77°51'20"W, 50.97 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 14°06'17", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 27.08 FEET, A CHORD BEARING OF N70°48'11"W AND A CHORD DISTANCE OF 27.01 FEET; THENCE RUN N63°45'02"W, 109.02 FEET TO A CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 65°10'57", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 125.14 FEET, A CHORD BEARING OF N31°09'34"W AND A CHORD DISTANCE OF 118.50 FEET; THENCE RUN N01°25'55"E, 37.29 FEET TO A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 58°23'55", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 10.19 FEET, A CHORD BEARING OF N27°46'03"W AND A CHORD DISTANCE OF 9.76 FEET; THENCE RUN N56°58'01"W, 142.50 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 25°36'18", A RADIUS OF 98.39 FEET, AN ARC LENGTH OF 43.97 FEET, A CHORD BEARING OF N69°46'10"W AND A CHORD DISTANCE OF 43.60 FEET; THENCE RUN N83°47'19"W, 185.25 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 21°44'34", A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 41.74 FEET, A CHORD BEARING OF N72°55'02"W AND A CHORD DISTANCE OF 41.49 FEET; THENCE RUN S30°33'34"W, 9.71 FEET; THENCE RUN N59°26'26"W, 48.00 FEET; THENCE RUN N30°33'34"E, 9.60 FEET; THENCE RUN N59°26'26"W, 457.64 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF HARTZOG ROAD BEING A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 68°45'32", A RADIUS OF 895.00 FEET, AN ARC LENGTH OF 1074.06 FEET, A CHORD BEARING OF S82°30'36"E AND A CHORD DISTANCE OF 1010.76 FEET; THENCE RUN S48°07'50"E, 243.69 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.877 ACRES MORE OR LESS.

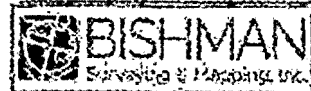
SKETCH OF DESCRIPTION

CURVE TABLE					
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	78°47'24"	110.00'	181.27'	132.83'	S82°44'58"W
C2	110°08'17"	110.00'	27.00'	27.01'	N72°48'11"W
C3	65°10'57"	110.00'	123.14'	118.50'	N31°05'36"E
C4	55°23'55"	10.00'	10.16'	9.78'	N27°45'01"W
C5	25°35'15"	08.39'	43.97'	43.80'	N68°48'10"W
C6	21°44'34"	110.00'	41.74'	41.49'	N72°55'02"E
C7	68°45'32"	653.00'	1074.86'	1010.78'	S82°30'30"E



LINE TABLE		
LINE	BEARING	LENGTH
L1	S48°07'30"E	88.12'
L2	S23°21'16"W	188.76'
L3	N77°51'20"W	60.97'
L4	N53°45'02"W	108.02'
L5	N01°28'55"E	37.29'
L6	N56°38'01"W	142.50'
L7	N83°47'19"W	105.25'
L8	S30°33'34"W	5.71'
L9	N55°28'28"W	48.00'
L10	N30°33'34"E	6.60'
L11	N59°26'26"W	457.64'
L12	S48°07'50"E	243.69'

ABBREVIATIONS
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING



JOB NUMBER: 04041.026
 SURVEY DATE: 8/21/15
 DRAWING FILED: 07041-03070

SHEET 2 OF 3

CERTIFICATE OF AUTHORIZATION LB 7274
 22 W. PLANT STREET, APO #4 407.802.8377
 TOWER BARRON, FL 34787 7c# No. 407.822.8875

POND 4 – POND AREA:

THAT PART OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28 THENCE RUN S89°41'43"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, 1712.61 FEET TO THE POINT OF BEGINNING; THENCE RUN N65°58'26"E, 15.60 FEET; THENCE RUN N69°41'32"E, 95.73 FEET; THENCE RUN N71°26'10"E, 61.62 FEET; THENCE RUN N68°44'53"E, 78.80 FEET; THENCE RUN N72°13'50"E, 75.23 FEET; THENCE RUN N78°38'56"E, 100.71 FEET; THENCE RUN N70°48'10"E, 34.13 FEET; THENCE RUN N76°09'30"E, 56.33 FEET; THENCE RUN N87°54'47"E, 58.74 FEET; THENCE RUN N82°52'16"E, 93.09 FEET; THENCE RUN N67°43'01"E, 54.11 FEET; THENCE RUN N49°05'45"E, 66.15 FEET TO THE NORTH RIGHT OF WAY LINE OF HARTZOG ROAD BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 82°19'20", A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 1472.71 FEET, A CHORD BEARING OF S65°11'16"W AND A CHORD DISTANCE OF 1349.27 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N47°23'00"E, 79.80 FEET; THENCE RUN N49°37'54"E, 94.40 FEET; THENCE RUN N45°08'45"E, 66.64 FEET; THENCE RUN N54°19'54"E, 63.38 FEET; THENCE RUN N51°04'45"E, 97.69 FEET; THENCE RUN N70°55'20"E, 53.63 FEET; THENCE RUN N65°58'26"E, 136.12 FEET TO THE POINT OF BEGINNING.

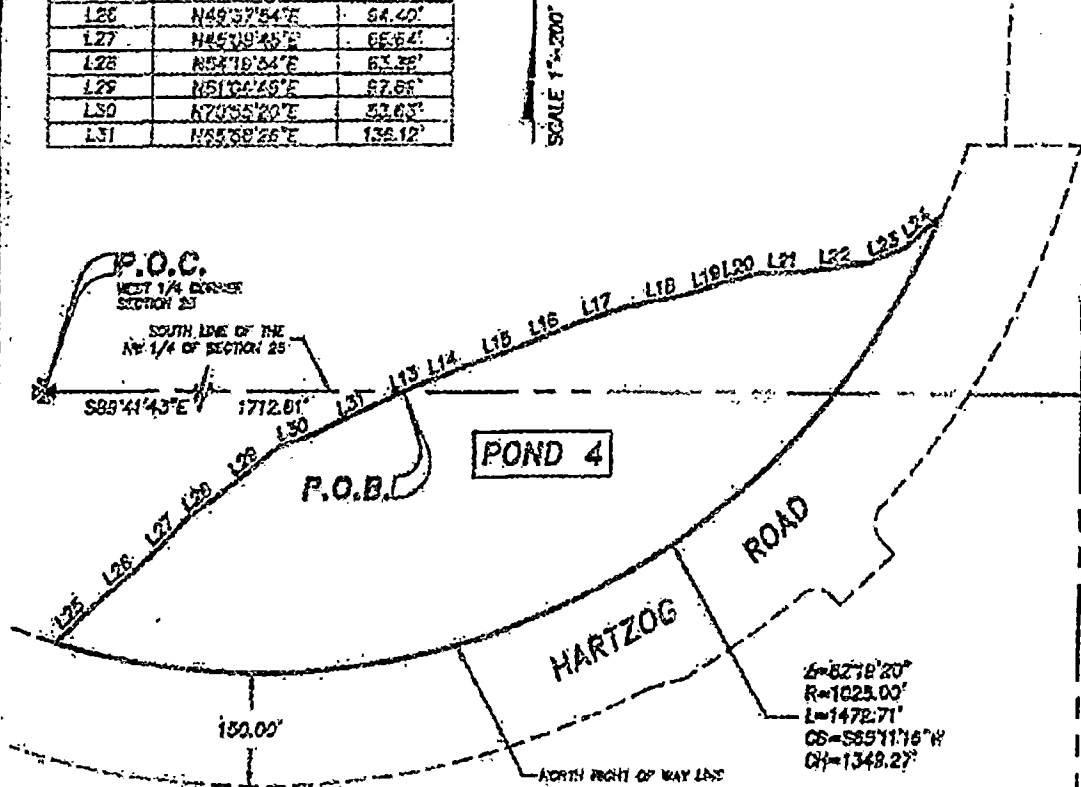
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7.208 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

LINE	BEARING	LENGTH
L13	N65°38'28"E	15.60'
L14	N68°41'32"E	55.73'
L15	N71°28'10"E	61.82'
L16	N68°44'52"E	76.89'
L17	N72°35'50"E	75.23'
L18	N78°38'58"E	100.71'
L19	N70°49'16"E	34.13'
L20	N76°49'32"E	55.33'
L21	N87°34'47"E	25.74'
L22	N82°26'18"E	83.06'
L23	N67°43'01"E	54.11'
L24	N69°05'45"E	82.15'
L25	N47°29'00"E	76.80'
L26	N48°37'54"E	64.40'
L27	N45°19'45"E	65.64'
L28	N54°19'04"E	63.39'
L29	N51°04'49"E	67.66'
L30	N70°55'20"E	53.63'
L31	N85°38'26"E	158.12'

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING S89°41'43"E (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.



ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING



CERTIFICATE OF AUTHORIZATION LB 7274

JOB NUMBER: 00041.088

SURVEY DATE: 8/24/18
 DRAWING FILE: 00041-30.DWG

SHEET 3 OF 3

33 W. PLANT STREET, P.O. Box No. 409, 805, 8077
 GAITHERSBURG, MD 20878, Fax No: 410.623.0073

SKETCH OF DESCRIPTION

DESCRIPTION: (POND 4 OUTFALL)

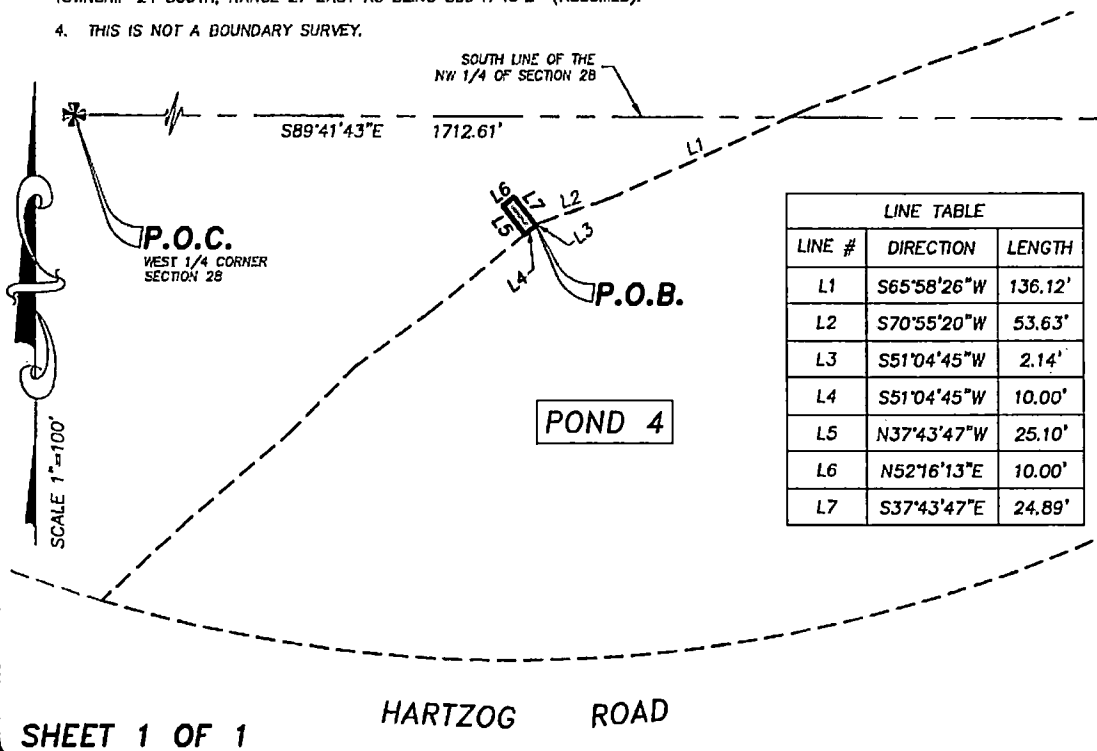
THAT PART OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 250 SQUARE FEET MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING S89°41'43"E (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°58'26"W	136.12'
L2	S70°55'20"W	53.63'
L3	S51°04'45"W	2.14'
L4	S51°04'45"W	10.00'
L5	N37°43'47"W	25.10'
L6	N52°16'13"E	10.00'
L7	S37°43'47"E	24.89'

SHEET 1 OF 1

HARTZOG ROAD

JOB NUMBER:	04041.088
SURVEY DATE:	04/06/2022
FIELD BY:	N/A
FIELD BOOK:	N/A
PAGES:	N/A
FIELD FILE:	N/A
DRAWING FILE:	04041-88-P4E.DWG

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668

BISHMAN
 Surveying & Mapping, Inc.
 CERTIFICATE OF AUTHORIZATION LB 7274
 301 N. TUSB STREET, SUITE 106
 OAKLAND, FL 34760
 Phone No. 407.905.8877

EXHIBIT "C"

Prepare by and after recording return to:

This instrument prepared by
and return to:

Gregory D. Lee, Esq.
BAKER & HOSTETLER LLP
200 South Orange Avenue
Suite 2300
Orlando, FL 32801
Telephone: (407) 649-4000
Facsimile: (407) 841-0168

Parcel I.D. Nos.: 29-24-27-0000-00-005

SHARED USE POND AGREEMENT

HARTZOG ROAD

THIS SHARED USE POND AGREEMENT (the "**Agreement**") effective as of the latest date of execution ("**Effective Date**"), is made and entered into by and between Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, formerly known as Orange Lake Country Club, Inc., a Florida corporation ("**Orange Lake**"), whose mailing address is 9271 S. John Young Parkway, Orlando, Florida 32819 and Orange County, a charter county and political subdivision of the state of Florida ("**County**"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

WITNESSETH:

WHEREAS, Orange Lake and various other parcel Owners (as defined in the ROW Agreement) entered into that certain Hartzog Road Right-of-Way Agreement (the "**ROW Agreement**") with County, which Agreement was approved by the Orange County Board of County Commissioners ("**BCC**") on June 3, 2008, and recorded in Official Records Book 9712, Page 4850, in the Public Records of Orange County, Florida; and Orange Lake and County previously entered into that certain Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement dated effective November 12, 2019, and recorded November 20, 2019, as Document Number 20190732203 in the Public Records of Orange County, Florida (the "**Supplemental Agreement**"); and together with the ROW Agreement shall collectively be referred to herein as the "**Hartzog Road Agreement**" and

WHEREAS, on or about _____, 20__, Orange Lake and the County entered into that certain Second Supplemental Road Agreement to Hartzog Road Right-of-Way Agreement (the "**Second Supplemental Agreement**") which was approved by the BCC on _____ and recorded in the Public Records of Orange County on _____, 20__, under Document Number _____, that set forth certain rights and obligations, including the obligation for Orange Lake to convey, or cause the conveyance, to the County of certain "**Stormwater Ponds**" (as defined in the Second Supplemental Agreement), including "**Pond 4**" (as defined in the Second Supplemental Agreement); and

WHEREAS, County has agreed to permit Orange Lake, as the owner of the Orange Lake Property, to maintain certain rights to utilize Pond 4 pursuant to the terms and conditions set forth herein as described on the attached **Exhibit "A"**; and

WHEREAS, Orange Lake is the owner of certain real property located adjacent to the Stormwater Ponds, more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein (the "**Orange Lake Property**"); and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **Recitals.** The foregoing recitals are acknowledged to be true and correct and by this reference are hereby incorporated into this Agreement as if fully set forth herein.

2. **Transfer of Stormwater Ponds.** Pursuant to the terms of the Second Supplemental Agreement, Orange Lake has conveyed or caused the simultaneous conveyance of the Stormwater Ponds to the County in fee simple title by special warranty deed which deed shall include, in addition to all common law covenants of title, the covenant of further assurances, in order that the County may operate, maintain, repair and replace the Stormwater Ponds, as applicable and as determined by the County, with capacity to serve a portion of Hartzog Road pursuant to the Hartzog Road Agreement.

3. **Drainage Easement to Orange Lake.** County hereby grants to Orange Lake for the Orange Lake Property, a perpetual, non-exclusive easement for drainage purposes (the "**Drainage Easement**") over, under, upon, through, and across the Pond 4 (the "**Drainage Easement Area**") limited to the calculations set forth in **Exhibit "C"** attached hereto and by this reference incorporated herein.

4. **Construction and Maintenance of Ponds.**

(a) Orange Lake designed, engineered, permitted, and constructed the Stormwater Ponds at no cost or expense to County. Orange Lake constructed the Stormwater Ponds to County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the capacity from both Hartzog Road and the Drainage Easement Area as set forth in **Exhibit "C"**.

(b) The Stormwater Ponds have been designed, engineered, permitted and constructed in accordance with all construction plans and pursuant to the permit issued by South Florida Water Management District, Permit No. 48-01974-P ("**Pond Permit**"), and that the County currently shall maintain the Stormwater Ponds to ensure effective drainage of Hartzog Road and the Drainage Easement Area upon conveyance from Orange Lake.

5. **Use of Pond Rights; Cooperation.** The use of the Stormwater Ponds by the County and the use of Pond 4 by Orange Lake shall be in accordance with all rules and regulations of and relating to, and pursuant to, the Pond Permit and all other permits issued by any applicable governmental or quasi-governmental agencies.

6. **Covenants Running: with the Land.** This Agreement, and the rights and interests created herein, runs with the land described herein, including specifically, the Stormwater Ponds, Orange Lake Property, and shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.

7. **Exhibits.** All exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of the Agreement.

8. **Provisions: General Provisions.** The parties further agree as to the following general provisions:

(a) **Captions and Applicable Law.** The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify, or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. This Agreement shall be governed, enforced and construed in accordance with the laws of the State of Florida. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

(b) **Entire Agreement; Modification or Termination.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof. The terms and provisions of this Agreement may be modified or terminated only by a written instrument signed by the parties hereto. This Agreement may be signed in counterparts each of which shall be taken together to constitute but one document.

(c) **Notice.** Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Orange Lake: Holiday Inn Club Vacations Incorporated
 9271 S. John Young Parkway
 Orlando, FL 32819
 Attention: Michael J. Thompson , Esq

As to County: Orange County Administrator
 P.O. Box 1393
 201 S. Rosalind Ave
 Orlando, FL 32802-1393

With a copy to: Orange County Planning, Environmental,
 and Development Services Department
 Manager, Transportation Planning Division
 Orange County Public Works Complex
 4200 S. John Young Parkway
 Orlando, FL 32839-9205

9. **Severability.** If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed
by their respective duly authorized representatives on the dates set forth below.

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: _____
Deputy Clerk

Printed name: _____

“ORANGE LAKE”

**HOLIDAY INN CLUB VACATIONS
INCORPORATED**, a Delaware corporation
authorized to transact business in Florida, formerly
known as Orange Lake Country Club, Inc., a
Florida corporation

By: _____
Thomas R. Nelson
CEO
Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by physical presence () or online notarization () by Thomas R. Nelson, as CEO of Holiday Inn Club Vacations Incorporated, a Delaware corporation authorized to transact business in Florida, formerly known as Orange Lake Country Club, Inc., a Florida corporation, who is known by me to be the person described herein and who executed the foregoing, this ___ day of _____, 20___. The individual is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20__.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
TO SHARED USE POND AGREEMENT

STORMWATER POND 4

THAT PART OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28 THENCE RUN S89°41'43"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, 1712.61 FEET TO THE POINT OF BEGINNING; THENCE RUN N65°58'26"E, 15.60 FEET; THENCE RUN N69°41'32"E, 95.73 FEET; THENCE RUN N71°26'10"E, 61.62 FEET; THENCE RUN N68°44'53"E, 78.80 FEET; THENCE RUN N72°13'50"E, 75.23 FEET; THENCE RUN N78°38'56"E, 100.71 FEET; THENCE RUN N70°48'10"E, 34.13 FEET; THENCE RUN N76°09'30"E, 56.33 FEET; THENCE RUN N87°54'47"E, 58.74 FEET; THENCE RUN N82°52'16"E, 93.09 FEET; THENCE RUN N67°43'01"E, 54.11 FEET; THENCE RUN N49°05'45"E, 66.15 FEET TO THE NORTH RIGHT OF WAY LINE OF HARTZOG ROAD BEING A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN WESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 82°19'20", A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 1472.71 FEET, A CHORD BEARING OF S65°11'16"W AND A CHORD DISTANCE OF 1349.27 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE RUN N47°23'00"E, 79.80 FEET; THENCE RUN N49°37'54"E, 94.40 FEET; THENCE RUN N45°08'45"E, 66.64 FEET; THENCE RUN N54°19'54"E, 63.38 FEET; THENCE RUN N51°04'45"E, 97.69 FEET; THENCE RUN N70°55'20"E, 53.63 FEET; THENCE RUN N65°58'26"E, 136.12 FEET TO THE POINT OF BEGINNING.

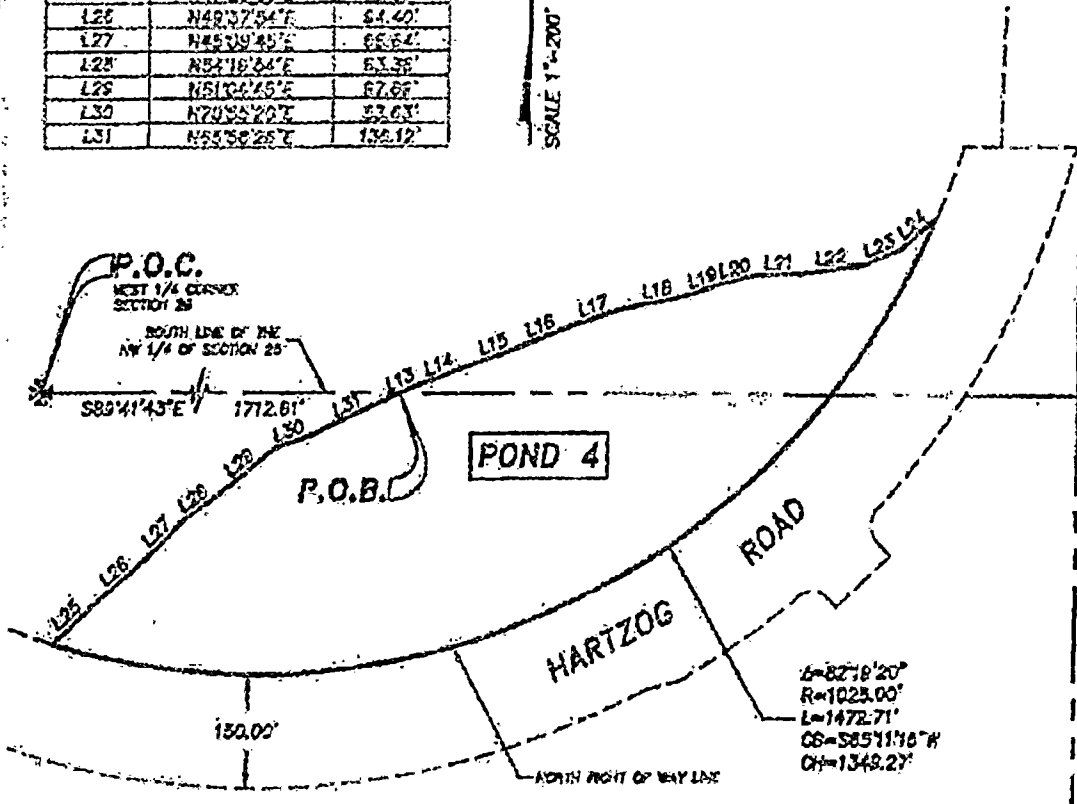
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7.208 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L13	N65°55'28"E	45.50'
L14	N82°41'32"E	95.73'
L15	N71°28'10"E	61.82'
L16	N85°44'52"E	78.82'
L17	N72°33'40"E	75.22'
L18	N72°35'55"E	100.71'
L19	N70°46'10"E	54.13'
L20	N75°08'32"E	56.72'
L21	N57°44'47"E	25.74'
L22	N82°32'18"E	83.22'
L23	N57°43'01"E	53.11'
L24	N45°05'45"E	82.15'
L25	N47°23'00"E	70.80'
L26	N42°37'54"E	64.40'
L27	N45°39'45"E	65.54'
L28	N54°18'04"E	53.35'
L29	N51°04'45"E	67.69'
L30	N70°55'20"E	33.03'
L31	N55°58'25"E	135.12'

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING S89°41'43"E (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.



ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING



CERTIFICATE OF AUTHORIZATION 15 7274

JOB NUMBER: 04041.088

SURVEY DATE: 6/21/15
 DRAWING PLO: 04041-30.030

SHEET 3 OF 3

22 W. PLANT STREET Phone No. 407.805.6677
 WINTER GARDEN, FL 34787 Fax No. 407.823.0675

SKETCH OF DESCRIPTION

DESCRIPTION: (POND 4 OUTFALL)

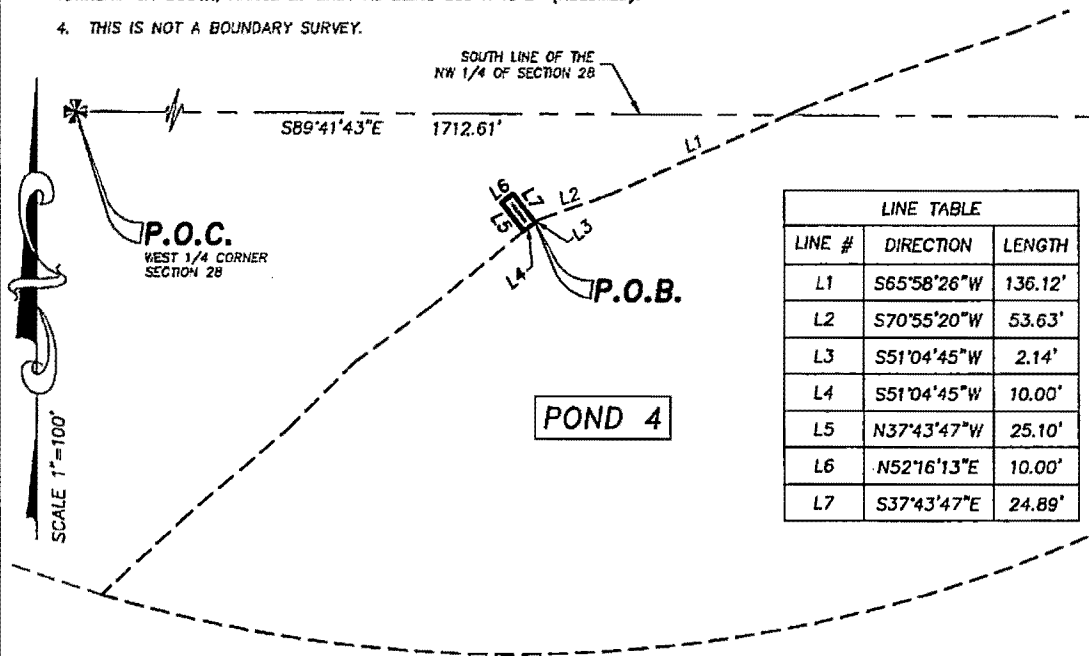
THAT PART OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28 THENCE RUN S89°41'43"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, 1712.61 FEET; THENCE RUN S65°58'26"W, 136.12 FEET; THENCE RUN S70°55'20"W, 53.63 FEET; THENCE RUN S51°04'45"W, 2.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S51°04'45"W, 10.00 FEET; THENCE RUN N37°43'47"W, 25.10 FEET; THENCE RUN N52°16'13"E, 10.00 FEET; THENCE RUN S37°43'47"E, 24.89 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 250 SQUARE FEET MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 24 SOUTH, RANGE 27 EAST AS BEING S89°41'43"E (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S65°58'26"W	136.12'
L2	S70°55'20"W	53.63'
L3	S51°04'45"W	2.14'
L4	S51°04'45"W	10.00'
L5	N37°43'47"W	25.10'
L6	N52°16'13"E	10.00'
L7	S37°43'47"E	24.89'

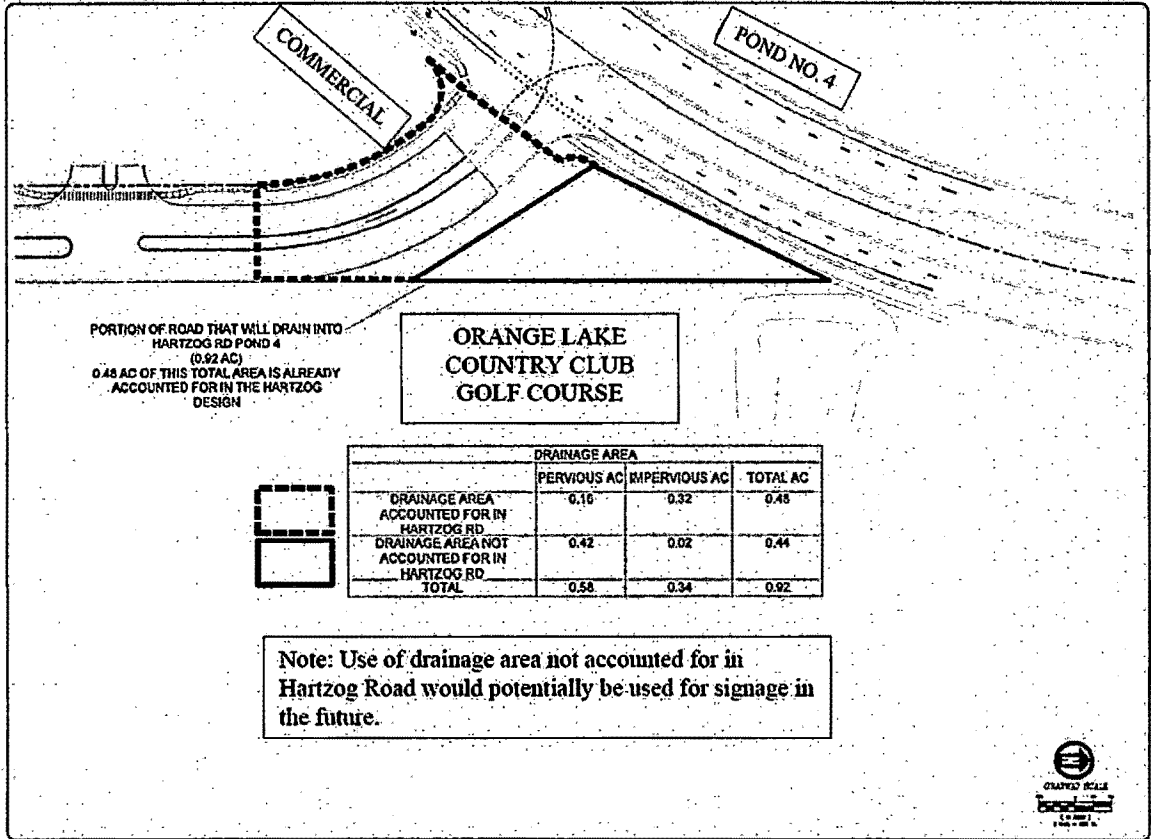
SHEET 1 OF 1 HARTZOG ROAD

JOB NUMBER: 04041.088 SURVEY DATE: 04/05/2022 FIELD BY: N/A FIELD BOOK: N/A PAGES: N/A FIELD FILE: N/A DRAWING FILE: 04041-88-P4E.DWG	ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5688	 CERTIFICATE OF AUTHORIZATION LB 7274 301 N. TUBB STREET, SUITE 106 OAKLAND, FL 34760 Phone No. 407.905.8877
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EXHIBIT "B"
TO SHARED USE POND AGREEMENT
ORANGE LAKE PROPERTY

THE SE1/4 OF SEC 29-24-27 & VAC HARTZOG RD PER 7803/3332 & THAT PT OF SEC 28 LYING NLY & WLY OF HARTZOG RD & SLY OF FOLLOWING DESC LINE BEG W1/4 COR OF SEC 28 RUN E 1320 FT N 330 FT E 1230 M/L TO W R/W LINE OF HARTZOG RD & THAT PART OF VAC HARTZOG RD ON E & S PER 6165/1050 & (LESS COMM AT THE N 1/4 CORNER OF SEC 28-24-27 TH N89-59-22W 30 FT TH S0-17-52W 198.21 FT TH S6-18-40W 269.27 FT TO POB TH S6-18-40W 21.96 FT TO POC CONCAV ELY HAV RAD OF 2153.5 & CENTRAL ANGLE OF 6-19-57 TH SLY ALONG CURV 238.01 FT TH S0-1-17E 931.4 FT TO POC CONCAV WLY HAV RAD OF 2013.49 & CENTRAL ANGLE OF 8-18-13 TH SLY ALONG CURV 291.81 FT TH S8-16-56W 201.68 FT TH N81-43-4W 5.5 FT TO PT OF NON-TANG CURV CONCAV WLY HAV RAD OF 1025 FT & CENTRAL ANGLE OF 10-4-1 & CHORD BEARING OF S13-18-56W TH SLY ALONG CURV 180.09 FT TO POC CONCAV WLY HAV RAD OF 1025 FT & CENTRAL ANGLE OF 5-40-47 TH SLY ALONG CURV 101.61 FT TH S49-5-45W 66.15 FT TH S67-43-1W 54.11 FT TH S82-52-16W 93.09 FT TH S87-54-47W 58.74 FT TH S76-9-30W 56.33 FT TH S70-48-10W 34.13 FT TH S78-38-56W 100.71 FT TH S72-13-50W 31.72 FT TH N0-18-15E 2081.93 FT TH S89-59-22E 604.7 FT TO POB) & (LESS PT DESC IN DOC 20190641767) & (LESS PT DESC AS COMM AT NW COR OF SW1/4 OF SEC 28-24-27 TH N89-41-43W 153.88 FT TO POINT ON NON-TANGENT CURVE CONCAVE TO THE EAST TH SLY ALONG CURVE HAVING A CENTRAL ANGLE OF 37-51-2 A RADIUS OF 25 FT AN ARC LENGTH OF 16.52 FT A CHORD BRG OF S5-52-6E 16.22 FT TH ALONG NON-TANGENT CURVE CONCAVE TO THE NORTHWEST TH SWLY ALONG CURVE HAVING A CENTRAL ANGLE OF 13-40-33 A RADIUS OF 1187 FT AN ARC LENGTH OF 282.32 FT A CHORD BRG OF S41-13-33W 282.65 FT TH S62-35-30W 52.17 FT TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST TH SWLY ALONG CURVE HAVING A CENTRAL ANGLE OF 7-52-11 A RADIUS OF 1175 FT AN ARC LENGTH OF 161.39 FT A CHORD BRG OF S54-27-42W 161.26 FT TO POB TH WLY ALONG CURVE HAVING A CENTRAL ANGLE OF 64-18-29 A RADIUS OF 1175 FT AN ARC LENGTH OF 1318 FT A CHORD BRG OF N89-26-58W 1250.66 FT TH S41-52-10W 213.2 FT TH SOUTH 1455.47 FT TH S21-8-12W 398.5 FT TH S68-51-48E 121.5 FT TO A CURVE CONCAVE TO THE NE TH SELY ALONG CURVE HAVING A CENTRAL ANGLE OF 20-16-0 A RADIUS OF 985.37 FT AN ARC LENGTH OF 348.55 FT A CHORD BRG OF S78-59-48E 346.73 FT TH S89-7-48E 1403.25 FT TO A CURVE CONCAVE TO THE NORTH TH ELY ALONG CURVE HAVING A CENTRAL ANGLE OF 24-16-23 A RADIUS OF 130 FT AN ARC LENGTH 55.07 A CHORD BRG OF N78-44-1E 54.66 FT TO A NON-TANGENT CURVE TH ALONG CURVE CONCAVE TO THE EAST TH NLY ALONG CURVE CONCAVE TO THE EAST TH NLY ALONG CURVE HAVING A CENTRAL ANGLE OF 35-4-11 A RADIUS OF 1000 FT AN ARC LENGTH OF 612.08 A CHORD BRG OF N3-6-30W AND A CHORD DISTANCE OF 602.57 FT TO A REVERSE CURVE CONCAVE TO THE WEST TH NLY ALONG CURVE HAVING A CENTRAL ANGLE OF 28-43-47 A RADIUS OF 744.95 FT AN ARC LENGTH OF 373.57 FT A CHORD BRG OF N0-3-38E 369.67 FT TO A REVERSE CURVE CONCAVE TO THE EAST TH NLY ALONG CURVE HAVING A CENTRAL ANGLE OF 29-27-24 A RADIUS OF 1500 FT AN ARC LENGTH OF 771.18 FT A CHORD BRG OF N0-25-21E 762.71 FT TO A REVERSE CURVE CONCAVE TO THE WEST TH NLY ALONG CURVE HAVING A CENTRAL ANGLE OF 1-42-7 A RADIUS OF 1000 FT AN ARC LENGTH OF 29.7 FT A CHORD BRG OF N14-18-0E 29.7 FT TH N49-58-48W 220.04 FT TH N32-37-3W 14.85 FT TO A NON-TANGENT CURVE CONCAVE TO THE SW TH NELY ALONG CURVE HAVING A CENTRAL ANGLE OF 21-26-22 A RADIUS OF 360 FT AN ARC LENGTH OF 134.71 FT A CHORD BRG OF N57-28-42W 133.92 FT TH N31-36-12W 124.09 FT TO POB PER DOC 20200236893) & (LESS COMM AT SW COR OF SE1/4 OF SEC 29-24-27-TH N0-18-4E 30 FT TO POB TH S89-56-28E 347.68 FT TO A CURVE CONCAVE TO THE NW TH NELY ALONG CURVE HAVING A CENTRAL ANGLE OF 64-6-1 A RADIUS OF 543.69 FT AN ARC LENGTH OF 608.26 FT A CHORD BRG OF N58-0-31E 577.03 FT H N25-57-31E 48.43 FT TO A CURVE CONCAVE TO THE SOUTHEAST TH NELY ALONG CURVE HAVING A CENTRAL ANGLE OF 45-43-22 A RADIUS OF 603.69 FT AN ARC LENGTH OF 481.75 FT A CHORD BRG OF N48-49-12E 469.07 TH N18-19-7W 125 FT TH N71-51-14E 4.39 FT TH N17-58-25W 50 FT TH N28-42-19W 268.21

EXHIBIT "C"
TO SHARED USE POND AGREEMENT



Burkett CIVIL ENGINEERING CONSULTANTS
 1111 E. Orange Lake Blvd., Suite 100
 Orange Lake, FL 32063
 (407) 886-1111
 www.burkett-engineers.com

TRAVELERS PRIVACY: P&A N. ORANGE LAKE BLVD.
 ROADWAY CONSTRUCTION PLANS
 FOR HOLIDAY INN CLUB VACATIONS
 DRAINAGE DESIGN

DATE: 09.23.22
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO. 1
 SHEET NO. 1
 OF 25