



Orange County Government

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

Legislation Text

File #: 25-593, **Version:** 1

Interoffice Memorandum

DATE: April 2, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of two Access License Agreements by and between Orange County and Florida Conference Association of Seventh-day Adventists and authorization for the Manager of the Real Estate Management Division to exercise all delegations of authority expressly provided by the License Agreements for Lake Lovely Watershed Assessment. District 2. **(Real Estate Management Division)**

PROJECT: Lake Lovely Watershed Assessment

PURPOSE: To provide access for water quality monitoring of Lake Lovely.

ITEM:

Access License Agreement (Boat Launch)

Access License Agreement (Seepage Meters)

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Environmental Protection Division

REMARKS: This action provides for access to Lake Lovely for the installation of monitoring equipment by the Environmental Protection Division for water quality monitoring of Lake Lovely.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

APR 22 2025

ACCESS LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the date signed below ("Effective Date"), by and between **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "County"), and **FLORIDA CONFERENCE ASSOCIATION OF SEVENTH-DAY ADVENTISTS** whose address is 351 South State Road 434, Altamonte Springs, Florida 32714 ("Licensor"). The County and the Licensor may be referred to collectively as the "parties" or individually as a "party."

RECITALS

WHEREAS, Licensor owns in fee simple that certain real property located at 7601 Forest City Road, Orlando, Florida 32810, having Tax Parcel Identification Number 28-21-29-0000-00-058 (the "Property"); and

WHEREAS, County desire to use the portion of the Property, more particularly described on (Exhibit "A"), as boat launch; and

WHEREAS, Licensor will allow access for the purpose of a boat launch by the County; and

WHEREAS, The parcel listed in ("Exhibit B"), and graphically depicted on (Exhibit "B-1"), will be used for access by boat for work described in ("Exhibit C"), and

WHEREAS, The purpose for the boat launch is for installation of seepage meters for Lake Lovely Watershed Assessment ("Project"); and

NOW THEREFORE, in consideration of use of the Property, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.

Term. The Term of this Agreement shall commence on the Effective Date and shall have an initial term of two (2) years. Upon written approval by both parties prior to the expiration of the initial term, County may renew this Agreement for additional two (2), two (2) year terms. The Manager of the County's Real Estate Management Division shall have the authority to exercise and approve these renewal options.

Project: Lake Lovely Watershed Assessment

Restricted Access. County specifically agrees that County shall not have access to use of the Property during the hours between sundown on Friday and sundown on Saturday each week for the term of the Agreement.

Purpose of License. During the Term of this Agreement, County shall have the non-exclusive right of access via the boat launch over and through the Property in order to access the parcel shown on ("Exhibit B") for the installation, monitoring, periodic sampling and removal of seepage meters as outlined in ("Exhibit C").

There is no fee for the County's use of the Property during the Term. County shall observe and comply with all applicable Federal, State, and local rules, orders, laws, and regulations pertaining to the use of the Property.

Possession. County shall have, hold, and enjoy non-exclusive use of the Property and all rights granted the County by this Agreement. Upon termination of this Agreement, County agrees to cease use of the Property and remove all equipment upon completion of the project. This Agreement does not convey any easement or other property rights to the County, but merely grants a permissive license for access and use of the Property during the Term of this Agreement.

Indemnity and Insurance. To the extent permitted by law, County shall defend, indemnify, and hold harmless Licensor for claims, suits, actions, damages, judgments, liabilities and expense in connection with all personal injury or property damage occurring to the extent of County's negligence associated with the actual use of the area where the seepage meters are installed on each parcel. Nothing contained herein shall constitute a waiver of the County's sovereign immunity or the limitations specified in Section 768.28, Florida Statutes as amended by the Florida Legislature.

The County shall require all contractors performing work on their behalf to acquire and maintain throughout the term of this agreement such liability, workers' compensation, and automobile insurance as required by its current rules and regulations, but in no case shall contractors' general liability limits be less than Two Million Dollars. Prior to installation of the seepage meters, County shall require its contractor to name the County and Licensor as additional insureds on their liability insurance policy(ies).

The County shall further require all contractors performing work under this Agreement on the County's behalf to defend, indemnify, and hold Licensor harmless for any and all claims, suits, actions, damages, judgments, liabilities and expense, including reasonable attorneys' fees, arising from or related to the contractors' work.

Termination; Removal of seepage meters. Prior to termination or expiration of this Agreement, County shall have completed removal of all materials, related to the purpose of this Agreement, ("Removal"); provided, however, in the event the County elects to terminate this Agreement prior to the expiration of this Agreement, County shall have one hundred twenty (120) days after termination of the License Agreement to complete the Removal.

Attorneys' Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute between them arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute

Project: Lake Lovely Watershed Assessment

results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearing's, or in administrative, bankruptcy, or reorganization proceedings provided, however, that this provision shall not impair or diminish the requirements of contractors' indemnity set out above.

Notices. Any notice or demand to be given or that may be given hereunder shall be in writing and shall be (i) delivered by hand, or (ii) delivered through United States mail, postage prepaid, certified, return receipt requested and U.S. First Class Mail; addressed to the parties at the address shown on Page 1 of this Agreement. Any notice or demand that may be given hereunder shall be deemed complete (i) three (3) days after mailing of such notice or demand in the United States mail with proper postage affixed thereto, certified, return receipt requested and U.S. First Class Mail, or (ii) upon hand-delivery to the appropriate address as follows:

COUNTY Orange County, Florida Attn: Manager, Real Estate Management Division 400 East South Street 5 th Floor Orlando, Florida 32801	With copies to: Orange County, Florida Attn: Manager, Environmental Protection Division 3165 McCrory Place Orlando, Florida 32803 Orange County, Florida Attn: County Attorney's Office 201 South Rosalind Avenue, 3 rd Floor P.O. Box 1393 Orlando, Florida 32801-1393
OWNER/LICENSOR Florida Conference Association of Seventh-day Adventists 351 South State Road 434 Altamonte Springs, Florida 32714 Attn: Ryan Amos Ryan.Amos@floridaconference.com	With copies to: Florida Conference of Seventh-day Adventists Attn: Legal Counsel 351 South State Road 434 Altamonte Springs, Florida 32714 William.Cochran@floridaconference.com

Applicable Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Project: Lake Lovely Watershed Assessment

Non-Waiver of County's Regulatory Powers. Nothing contained in this Agreement will be construed as a waiver of or contract with respect to the regulatory and permitting authority of County as it now or hereafter exists under applicable laws, rules, and regulations.

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

Effective Date. For all purposes of this Agreement, the Effective Date hereof shall mean the date when the last of the County or the Licensor has executed the same, and that date shall be inserted at the top of the first page hereof.

Signatures to follow

Project: Lake Lovely Watershed Assessment

IN WITNESS WHEREOF, the County and Licensor have signed and executed this License Agreement on the dates indicated below.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: 22 April 2025

ATTEST:

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

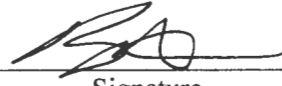
By: *[Signature]*
Deputy Clerk

DAVID ROONEY
Printed Name

Project: Lake Lovely Watershed Assessment

"LICENSOR"

Florida Conference Association of Seventh-Day
Adventists



Signature

Ryan Amos as Vice President

Print Name

3/18/2025

Date

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I

ALL OF WINDRUSH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4505, PAGE 4955, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL II:

THE EAST 55.20 FEET OF THE NORTH 133.00 FEET OF LOT 7 AND THE NORTH 133.00 FEET OF LOT 6 AND THAT PORTION OF VACATED MAY STREET, A 30 FOOT RIGHT-OF-WAY LYING EAST OF AND ADJACENT TO THE SAID NORTH 133 FEET OF LOT 6, FAIR PLAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK P, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THE SOUTH 154.5 FEET OF LOTS 6 AND 7, AND VACATED MAY STREET ON THE EAST, AND THE SOUTH 70 FEET OF LOTS 8 AND 9, AND THE SOUTH 80 FEET OF LOT 10, A PORTION OF THE VACATED PLAT OF FAIR PLAIN SUBDIVISION, AS VACATED BY VIRTUE OF THAT CERTAIN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4276, PAGE 1768, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH VACATED LOIS AVENUE, A 30 FOOT STREET, LYING SOUTH OF LOTS 6 THROUGH 10 OF SAID FAIR PLAIN SUBDIVISION

PARCEL III.

THE SOUTH 97.89 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

PARCEL IV.

FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN SOUTH 00 DEGREES 40 MINUTES 59 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF NORTHEAST QUARTER 290 FEET TO POINT OF BEGINNING, CONTINUE SOUTH 00 DEGREES 40 MINUTES 59 SECONDS EAST 305.32 FEET TO THE NORTH LINE OF SOUTH 97.89 FEET OF NORTH HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 33 AND THEN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE 1340.39 FEET TO EAST LINE OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 33, THEN NORTH 00 DEGREES 43 MINUTES 36 SECONDS EAST ALONG SAID EAST LINE 241.85 FEET TO THE SOUTHEAST CORNER OF WINDRUSH SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK V, PAGE 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THEN WEST ALONG SOUTH LINE OF SAID SUBDIVISION 840 FEET MORE OR LESS TO CENTER LINE OF CANAL AS SHOWN ON PLAT OF SAID SUBDIVISION, THENCE WESTERLY ALONG CENTER LINE OF SAID CANAL AND SOUTH LINE OF SAID WINDRUSH SUBDIVISION TO POINT OF BEGINNING.

Project: Lake Lovely Watershed Assessment

PARCEL V:

BEGIN 195.14 FEET NORTH 00 DEGREES 03 MINUTES WEST FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 03 MINUTES WEST 260.35 FEET, THENCE EAST 669.25 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES EAST 260.35 FEET, THENCE WEST 669.55 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING: COMMENCE AT A SET 5/8-INCH IRON ROD AND CAP STAMPED "FDOT LB 2856" IN A WELL BOX MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75260, FINANCIAL PROJECT NO. 239422-1; THENCE RUN SOUTH 89°40'15" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1339.36 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD NO. 434 (FOREST CITY ROAD) ACCORDING TO SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°16'36" EAST ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 195.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 195.18 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN SOUTH 89°40'15" EAST ALONG SAID SOUTH LINE A DISTANCE OF 59.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434 (FOREST CITY ROAD) AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID NORTH LINE OF THE SOUTH 195.18 FEET RUN NORTH 00°16'36" EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE A DISTANCE OF 71.12 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00°16'36" EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE A DISTANCE OF 109.49 FEET; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE RUN SOUTH 29°43'24" EAST A DISTANCE OF 49.50 FEET; THENCE SOUTH 00°16'36" WEST A DISTANCE OF 23.75 FEET, THENCE SOUTH 30°16'36" WEST A DISTANCE OF 49.50 FEET TO THE POINT OF BEGINNING.

PARCEL VI:

THE SOUTH 3.0 ACRES (ALSO DESCRIBED AS THE SOUTH 198 FEET) OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

PARCEL VII:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

AND

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF FAIR PLAIN SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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LESS AND EXCEPT STATE ROAD RIGHT-OF-WAY (FOREST CITY ROAD A/K/A S.R. 434) AND RIGHT-OF-WAY FOR RIVERSIDE PARK ROAD AND RIVERSIDE PARK COURT AS SHOWN UPON THE PLAT OF WINDRUSH SUBDIVISION AS RECORDED IN PLAT BOOK V, PAGE 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. TO INCLUDE LOTS 1 THROUGH 7 OF WINDRUSH SUBDIVISION AS RECORDED IN PLAT BOOK V, PAGE 60, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS THAT PORTION LYING WITHIN THE RIGHT-OF-WAYS OF RIVERSIDE PARK AVENUE, RIVERSIDE PARK COURT AND FOREST CITY ROAD A/K/A STATE ROAD 434)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH 455.49 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. (LESS THAT PORTION LYING WITHIN THE RIGHT-OF-WAYS OF RIVERSIDE PARK AVENUE AND FOREST CITY ROAD, A/K/A STATE ROAD 434).

AND

THE EAST 55.20 FEET OF THE NORTH 133.00 FEET OF LOT 7 AND THE NORTH 133.00 FEET OF LOT 6 AND THAT PORTION OF VACATED MAY STREET, A 30 FOOT RIGHT-OF-WAY LYING EAST OF AND ADJACENT TO THE SAID NORTH 133 FEET OF LOT 6, FAIR PLAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK P, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE SOUTH 154.5 FEET OF LOTS 6 AND 7, AND VACATED MAY STREET ON THE EAST, AND THE SOUTH 70 FEET OF LOTS 8 AND 9; AND THE SOUTH 80 FEET OF LOT 10, A PORTION OF THE VACATED PLAT OF FAIR PLAIN SUBDIVISION, AS VACATED BY VIRTUE OF THAT CERTAIN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4276, PAGE 1768, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH VACATED LOIS AVENUE, A 30 FOOT STREET, LYING SOUTH OF LOTS 6 THROUGH 10 OF SAID FAIR PLAIN SUBDIVISION.

AND

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF FAIR PLAIN SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 7, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND ALSO THAT CERTAIN PARCEL DESCRIBED AS:

PARCEL VIII

FROM THE SOUTHWEST CORNER OF THE NORTH QUARTER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN EAST 40 FEET; NORTH 163.18 FEET; EAST 197.25 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 4 DEGREES EAST 163.49

Project: Lake Lovely Watershed Assessment

EXHIBIT B

Owner	PID #	Meter Location
FLORIDA CONFERENCE ASSN OF SEVENTH DAY ADVENTISTS	28-21-29-0000-00-058	1, 2, 3, 4, 5 boat launch

- ★ Proposed Seepage Meter Location
- Boat Launch Location
- Access by truck
- - Access by boat



EXHIBIT C
Tentative Schedule of Work *weather permitting

- a. One (1) workday for field reconnaissance;
- b. Two (2) workdays for seepage meter installation;
- c. Twelve (12) workdays for field sampling (once a month for one year);
- d. Six (6) days for seepage meter sampling collection (one seepage meter sampling event every two (2) months for one (1) year);
- e. Two (2) days for seepage meter demobilization;
- f. Three (3) days for sediment sampling;
- g. Four (4) days allotted for repairs or additional sampling needs

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

APR 22 2025

ACCESS LICENSE AGREEMENT

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RECITALS

WHEREAS, Licensor owns in fee simple that certain real property located at 7601 Forest City Road, Orlando, Florida 32810, having Tax Parcel Identification Number 28-21-29-0000-00-058 (the "Property"); and

WHEREAS, County desire to use the portion of the Property, more particularly described on (Exhibit "A"), as a boat launch; and

WHEREAS, Licensor will allow access for the installation of seepage meter for Lake Lovely Watershed Assessment ("Project"); and

WHEREAS, The parcel listed in ("Exhibit A") will be accessed by boat for work described in ("Exhibit B"), and graphically depicted on (Exhibit "B-1"), and

WHEREAS, The purpose for the boat launch is for installation of seepage meters for Lake Lovely Watershed Assessment ("Project"); and

NOW THEREFORE, in consideration of use of the Property, and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Recitals. The above referenced recitals are true and correct and hereby incorporated into this Agreement.

Term. The Term of this Agreement shall commence on the Effective Date and shall have an initial term of two (2) years. Upon written approval by both parties prior to the expiration of the initial term, County may renew this Agreement for additional two (2), two (2) year terms. The Manager of the County's Real Estate Management Division shall have the authority to exercise and approve these renewal options.

Project: Lake Lovely Watershed Assessment

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Project: Lake Lovely Watershed Assessment

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COUNTY Orange County, Florida Attn: Manager, Real Estate Management Division 400 East South Street 5 th Floor Orlando, Florida 32801	With copies to: Orange County, Florida Attn: Manager, Environmental Protection Division 3165 McCrory Place Orlando, Florida 32803 Orange County, Florida Attn: County Attorney's Office 201 South Rosalind Avenue, 3 rd Floor P.O. Box 1393 Orlando, Florida 32801-1393
OWNER/LICENSOR Florida Conference Association of Seventh-day Adventists 351 South State Road 434 Altamonte Springs, Florida 32714 Attn: Ryan Amos Ryan.Amos@floridaconference.com	With copies to: Florida Conference of Seventh-day Adventists Attn: Legal Counsel 351 South State Road 434 Altamonte Springs, Florida 32714 William.Cochran@floridaconference.com

Applicable Law. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. The parties to this Agreement further agree that any and all litigation arising from the terms of this Agreement and the subject matter contained herein shall be filed and heard in a court of competent jurisdiction located in Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision. THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

Project: Lake Lovely Watershed Assessment

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Signatures to follow

Project: Lake Lovely Watershed Assessment

IN WITNESS WHEREOF, the County and Licensor have signed and executed this License Agreement on the dates indicated below.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Burris*
for Jerry L. Demings
Orange County Mayor

Date: *22 April 2025*

ATTEST:

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

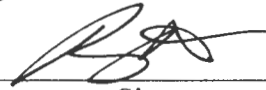
By: *[Signature]*
Deputy Clerk

DAVID ROONEY
Printed Name

Project: Lake Lovely Watershed Assessment

"LICENSOR"

Florida Conference Association of Seventh-Day
Adventists



Signature

Ryan Amos as Vice President

Print Name

3/18/2025

Date

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

ALL OF WINDRUSH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK V, PAGE 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS VACATED BY THAT CERTAIN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4505, PAGE 4955, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL II:

THE EAST 55.20 FEET OF THE NORTH 133.00 FEET OF LOT 7 AND THE NORTH 133.00 FEET OF LOT 6 AND THAT PORTION OF VACATED MAY STREET, A 30 FOOT RIGHT-OF-WAY LYING EAST OF AND ADJACENT TO THE SAID NORTH 133 FEET OF LOT 6, FAIR PLAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK P, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE SOUTH 154.5 FEET OF LOTS 6 AND 7, AND VACATED MAY STREET ON THE EAST; AND THE SOUTH 70 FEET OF LOTS 8 AND 9; AND THE SOUTH 80 FEET OF LOT 10, A PORTION OF THE VACATED PLAT OF FAIR PLAIN SUBDIVISION, AS VACATED BY VIRTUE OF THAT CERTAIN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4276, PAGE 1768, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH VACATED LOIS AVENUE, A 30 FOOT STREET, LYING SOUTH OF LOTS 6 THROUGH 10 OF SAID FAIR PLAIN SUBDIVISION.

PARCEL III:

THE SOUTH 97.89 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

PARCEL IV:

FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, RUN SOUTH 00 DEGREES 40 MINUTES 59 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF NORTHEAST QUARTER 250 FEET TO POINT OF BEGINNING; CONTINUE SOUTH 00 DEGREES 40 MINUTES 59 SECONDS EAST 305.32 FEET TO THE NORTH LINE OF SOUTH 97.89 FEET OF NORTH HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 33 AND THEN NORTH 89 DEGREES 53 MINUTES 53 SECONDS EAST ALONG SAID NORTH LINE 1340.39 FEET TO EAST LINE OF NORTHEAST QUARTER OF NORTHEAST QUARTER OF SAID SECTION 33, THEN NORTH 00 DEGREES 43 MINUTES 36 SECONDS EAST ALONG SAID EAST LINE 241.85 FEET TO THE SOUTHEAST CORNER OF WINDRUSH SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK V, PAGE 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THEN WEST ALONG SOUTH LINE OF SAID SUBDIVISION 840 FEET MORE OR LESS TO CENTER LINE OF CANAL AS SHOWN ON PLAT OF SAID SUBDIVISION, THENCE WESTERLY ALONG CENTER LINE OF SAID CANAL AND SOUTH LINE OF SAID WINDRUSH SUBDIVISION TO POINT OF BEGINNING.

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PARCEL V:

BEGIN 195.14 FEET NORTH 00 DEGREES 03 MINUTES WEST FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE NORTH 00 DEGREES 03 MINUTES WEST 260.35 FEET, THENCE EAST 669.25 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES EAST 260.35 FEET, THENCE WEST 669.55 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING: COMMENCE AT A SET 5/8-INCH IRON ROD AND CAP STAMPED "FDOT LB 2856" IN A WELL BOX MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 75260, FINANCIAL PROJECT NO. 239422-1; THENCE RUN SOUTH 89°40'15" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 28 A DISTANCE OF 1339.36 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD NO. 434 (FOREST CITY ROAD) ACCORDING TO SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°16'36" EAST ALONG SAID CENTERLINE OF SURVEY A DISTANCE OF 195.18 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 195.18 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID CENTERLINE OF SURVEY RUN SOUTH 89°40'15" EAST ALONG SAID SOUTH LINE A DISTANCE OF 59.00 FEET TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 434 (FOREST CITY ROAD) AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE DEPARTING SAID NORTH LINE OF THE SOUTH 195.18 FEET RUN NORTH 00°16'36" EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE A DISTANCE OF 71.12 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00°16'36" EAST ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE A DISTANCE OF 109.49 FEET; THENCE DEPARTING SAID EXISTING EASTERLY RIGHT OF WAY LINE RUN SOUTH 29°43'24" EAST A DISTANCE OF 49.50 FEET; THENCE SOUTH 00°16'36" WEST A DISTANCE OF 23.75 FEET; THENCE SOUTH 30°16'36" WEST A DISTANCE OF 49.50 FEET TO THE POINT OF BEGINNING.

PARCEL VI:

THE SOUTH 3.0 ACRES (ALSO DESCRIBED AS THE SOUTH 198 FEET) OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

PARCEL VII:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

AND

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF FAIR PLAIN SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

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LESS AND EXCEPT STATE ROAD RIGHT-OF-WAY (FOREST CITY ROAD A/K/A S.R. 434) AND RIGHT-OF-WAY FOR RIVERSIDE PARK ROAD AND RIVERSIDE PARK COURT AS SHOWN UPON THE PLAT OF WINDRUSH SUBDIVISION AS RECORDED IN PLAT BOOK V, PAGE 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. TO INCLUDE LOTS 1 THROUGH 7 OF WINDRUSH SUBDIVISION AS RECORDED IN PLAT BOOK V, PAGE 60, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (LESS THAT PORTION LYING WITHIN THE RIGHT-OF-WAYS OF RIVERSIDE PARK AVENUE, RIVERSIDE PARK COURT AND FOREST CITY ROAD A/K/A STATE ROAD 434).

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTH 455.49 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA. (LESS THAT PORTION LYING WITHIN THE RIGHT-OF-WAYS OF RIVERSIDE PARK AVENUE AND FOREST CITY ROAD, A/K/A STATE ROAD 434).

AND

THE EAST 55.20 FEET OF THE NORTH 133.00 FEET OF LOT 7 AND THE NORTH 133.00 FEET OF LOT 6 AND THAT PORTION OF VACATED MAY STREET, A 30 FOOT RIGHT-OF WAY LYING EAST OF AND ADJACENT TO THE SAID NORTH 133 FEET OF LOT 6, FAIR PLAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK P, PAGE 7, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. THE SOUTH 154.5 FEET OF LOTS 6 AND 7, AND VACATED MAY STREET ON THE EAST; AND THE SOUTH 70 FEET OF LOTS 8 AND 9; AND THE SOUTH 80 FEET OF LOT 10, A PORTION OF THE VACATED PLAT OF FAIR PLAIN SUBDIVISION, AS VACATED BY VIRTUE OF THAT CERTAIN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 4276, PAGE 1768, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, TOGETHER WITH VACATED LOIS AVENUE, A 30 FOOT STREET, LYING SOUTH OF LOTS 6 THROUGH 10 OF SAID FAIR PLAIN SUBDIVISION.

AND

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF FAIR PLAIN SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 7, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND ALSO THAT CERTAIN PARCEL DESCRIBED AS:

PARCEL VIII:

FROM THE SOUTHWEST CORNER OF THE NORTH QUARTER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, RUN EAST 40 FEET; NORTH 163.18 FEET; EAST 197.25 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 4 DEGREES EAST 163.49

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FEET; EAST 1097 FEET MORE OR LESS TO THE EAST LINE OF SECTION; THENCE NORTH 163.18 FEET; WEST 1110 FEET MORE OR LESS TO THE POINT OF BEGINNING. SUBJECT TO AN EASEMENT OVER AND ACROSS THE NORTH 30 FEET OF THE SOUTHERLY 163.18 FEET OF THE NORTH QUARTER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA.

AND ALSO THAT CERTAIN PARCEL DESCRIBED AS:

PARCEL IX:

BEGIN AT A POINT 78.48 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 21 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; RUN THENCE WEST A DISTANCE OF 60 FEET; RUN THENCE SOUTH A DISTANCE OF 314.45 FEET; RUN THENCE EAST A DISTANCE OF 60 FEET; RUN THENCE NORTH A DISTANCE OF 314.45 FEET TO THE POINT OF BEGINNING.

AND ALSO THAT CERTAIN PARCEL DESCRIBED AS:

PARCEL X:

LOT 7, LESS THE EAST 55.2 FEET OF THE NORTH 133 FEET THEREOF, FAIR PLAIN SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK P, PAGE 7, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH:

EASEMENT AS CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 4938, PAGE 3155, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (AS TO PARCEL VIII ONLY); AND EASEMENT AS CONTAINED IN WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS BOOK 1876, PAGE 695; OFFICIAL RECORDS BOOK 2127, PAGE 653 AND RERECORDED IN OFFICIAL RECORDS BOOK 2278, PAGE 947, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (AS TO PARCEL VIII ONLY).

EXHIBIT B

Tentative Schedule of Work *weather permitting

- a. One (1) workday for field reconnaissance;
- b. Two (2) workdays for seepage meter installation;
- c. Twelve (12) workdays for field sampling (once a month for one year);
- d. Six (6) days for seepage meter sampling collection (one seepage meter sampling event every two (2) months for one (1) year);
- e. Two (2) days for seepage meter demobilization;
- f. Three (3) days for sediment sampling;
- g. Four (4) days allotted for repairs or additional sampling needs

- ★ Proposed Seepage Meter Location
- Boat Launch Location
- Access by truck
- - Access by boat

