



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: February 7, 2020

TO: Mayor Jerry L. Demings
and the
Board of County Commissioners

FROM: Paul Sladek, Manager *PS*
Real Estate Management Division

CONTACT PERSON: Paul Sladek, Manager

DIVISION: Real Estate Management
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of Purchase Agreement and Trail Crossing Easement Agreement between Orange County, Florida and Meritage Homes of Florida, Inc. and authorization to perform all actions necessary and incidental to closing

PROJECT: West Orange Trail / Greens at Forest Lake

District 2

PURPOSE: To provide for access, construction, operation, and maintenance of access, utility, and drainage improvements over County property as a requirement of development.

ITEMS: Purchase Agreement

Trail Crossing Easement Agreement
Revenue: \$8,600
Total size: 4,009 square feet

REVENUE: Account No.: 1050-062-2116-6990

APPROVALS: Real Estate Management Division
Parks and Recreation Division
Risk Management Division

REMARKS: Grantee's development plan, approved by the City of Ocoee (City) for grantee's proposed residential community in the City, requires two easement areas on small portions of the West Orange Trail – one for access improvements and underground utilities between grantee's development and Fountains West Boulevard in the City, and a second for underground drainage between grantee's development and a public stormwater management system of the City.

The Parks and Recreation Division has reviewed and agreed to the grantee's request. The grantee is purchasing these easements for a purchase price established by an appraisal reviewed and approved by the Real Estate Management Division.

Grantee to pay all closing costs.

Project: West Orange Trail / Greens at Forest Lake

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "**Contract**") is made and entered into as of the Effective Date (hereinafter defined) by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the state of Florida, ("**SELLER**") and MERITAGE HOMES OF FLORIDA, INC., a Florida corporation ("**BUYER**").

RECITALS

A. SELLER operates that certain multi-use recreational trail and associated amenities known as the "**West Orange Trail**", which is open to the public and is presently approximately 22 miles in length running from the Orange County / Lake County line, through the Town of Oakland, the City of Winter Garden, the City of Ocoee, and the City of Apopka, to Welch Road.

B. BUYER is currently developing certain lands located within the City of Ocoee as a townhome residential subdivision and community to be known as Greens at Forest Lake (the "**Community**").

C. In connection with BUYER's development of the Community, BUYER has requested that SELLER grant BUYER certain easements over two small portions of the West Orange Trail that are owned by SELLER in fee simple, said portions, collectively, comprising approximately 4,009 square feet (0.092 acres) more or less, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "**Easement Areas**").

D. SELLER's Parks and Recreation Division has reviewed BUYER's request and determined that the grant of the requested easements will not adversely impact SELLER's current or future use of the Easement Areas, public safety, or the use and enjoyment of the West Orange Trail by the public.

E. The Orange County Board of County Commissioners (the "**Board**") has determined that a sale to BUYER of the requested easements is in the best interest of SELLER and of the public.

F. BUYER and SELLER desire to enter into this Contract to provide the terms and conditions for the sale and grant to BUYER of certain easements over the Easement Areas.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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

2. Effective Date. The term “**Effective Date**” shall mean and refer to the effective date of this Contract, which date shall be latest of: (i) the date this Contract is executed by BUYER; (ii) the date this Contract is executed by SELLER; and (iii) the date this Contract is approved by the Board.

3. Grant of Easements; Purchase Price. SELLER agrees to grant to BUYER certain easements over the Easement Areas pursuant to that certain Trail Crossing Easement Agreement in the form of Exhibit “B” attached hereto and incorporated herein by this reference (the “**Easement Agreement**”), for the sum of Eight Thousand Six Hundred and No/100 U.S. Dollars (\$8,600.00), (the “**Purchase Price**”) upon the terms and conditions set forth herein.

4. AS-IS SALE. Except to the extent specifically set forth herein, SELLER makes and shall make no representation or warranty either express or implied regarding the condition, operability, safety, fitness for intended purpose, or use of the Easement Areas. BUYER specifically acknowledges and agrees that except as otherwise specifically set forth herein to the contrary, SELLER shall convey and BUYER shall accept the Easement Areas on an "AS IS, WHERE-IS, AND WITH ALL FAULTS" basis and that, except as otherwise specifically set forth herein to the contrary, BUYER is not relying on any representations or warranties of any kind whatsoever, express or implied, from SELLER and/or SELLER’s board, staff, counsel, employees, and/or other agents, as to any matters concerning the Easement Areas except as specifically set forth in this Contract, including, without limitation, any warranty or representation as to: (i) the quality, nature, adequacy, and physical condition of the Easement Areas; (ii) the quality, nature, adequacy, and physical condition of soils, geology, and any groundwater; (iii) the existence, quality, nature, adequacy, and physical condition of utilities serving the Easement Areas; (iv) the development potential of the Easement Areas; (v) the Easement Areas’ value, use, habitability, or merchantability; (vi) the fitness, suitability, or adequacy of the Easement Areas for any particular use or purpose; (vii) the zoning or other legal status of the Easement Areas or any other public or private restrictions on the use of the Easement Areas; (viii) the compliance of the Easement Areas or its operation with all applicable codes, laws, rules, regulations, statutes, ordinances, covenants, judgments, orders, directives, decisions, guidelines, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity including, without limitation, environmental person or entity, including, without limitation, environmental laws, and environmental matters of any kind or nature whatsoever relating to the Easement Areas; (ix) the presence of hazardous or toxic materials on, under, or about the Easement Areas or the adjoining or neighboring property; (x) the quality of any labor and materials used in any improvements located within the Easement Areas; (xi) any service contracts, guarantees or warranties, or other

agreements affecting the Easement Areas; (xii) the economics of the grant of the Easement Agreement; (xiii) the freedom of the Easement Areas from latent or apparent vices or defects; (xiv) peaceable possession of the Easement Areas; and (xv) any other matter or matters of any nature or kind whatsoever relating to the Easement Areas. BUYER shall not have any rights or claims whatsoever against SELLER or SELLER's board, staff, counsel, employees, or other agents, for damages, rescission, or reduction or return of the Purchase Price because of any matter not represented or warranted by SELLER contained in this Contract, and all such rights and claims are hereby expressly waived by BUYER. The terms and provisions of this section shall survive the closing of this Contract.

5. Buyer Obligations. Prior to, or within five (5) business days after, the Effective Date, BUYER shall:

5.1. Delivery of Easement Agreement. Execute the Easement Agreement, and deliver an original, ink signed counterpart of the same to SELLER.

5.2. Purchase Price. Deliver to SELLER the Purchase Price in the form a cashier's check, drawn on a local bank, payable to SELLER.

5.3. Documentary Stamp Tax; Recording Fees. Deliver to SELLER a second/separate check, payable to the Orange County Comptroller, in an amount equal to: (i) the documentary stamp tax due on this transaction; plus (ii) the recording fees necessary to record the Easement Agreement.

6. Seller Obligations. Within ten (10) business days after satisfaction of the obligations of BUYER described in Section 5 above, SELLER shall:

6.1. Execution and Recording of Easement Agreement. Counter-execute the Easement Agreement, and record the fully-executed original of the Easement Agreement in the Public Records of Orange County, Florida. An electronic copy of the recorded Easement Agreement will be delivered to BUYER by SELLER when available post-recording.

7. Other Expenses. For avoidance of doubt, except as otherwise expressly set forth in this Contract, BUYER shall pay for all costs and expenses to be incurred for the performance of the transaction, and the grant of the Easement Agreement, as contemplated herein. Each party shall bear its own attorney's fees and expenses in connection with this Contract.

8. Taxes; Proration. Intentionally Omitted.

9. Default and Remedies.

9.1. Breach; Default. In the event either party fails to comply with or perform any of the conditions, covenants, or agreements contained in this Contract and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default, breach, or other problem and to ten (10) days after the receipt of that written notice in which to cure said default, breach, or other problem. If such default, breach, or other problem is not corrected within the applicable period, then an event of default shall have

occurred and the parties shall be entitled to the rights and remedies hereinafter set forth.

9.2. Seller's Remedies. In the event of a default by BUYER, then SELLER may, at SELLER's election, either: (i) terminate this Contract by written notice to BUYER whereupon the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive the termination of this Contract; or (ii) pursue an action against BUYER for specific performance.

9.3. Buyer's Remedies. In the event of a default by SELLER, then BUYER, as BUYER's sole and exclusive remedies, shall (i) be entitled to terminate this Contract or (ii) seek specific performance of SELLER's obligations under Section 6 hereof, if that is the source of the default. Except with respect to BUYER's ability to enforce SELLER's obligations under Section 6 hereof by specific performance, in no event shall BUYER be entitled to initiate litigation seeking legal or equitable remedies, including but not limited to the right of specific performance or damages against SELLER.

9.4. Attorney's Fees and Costs. Both parties expressly agree that each party shall bear the cost of its own attorney's fees in connection with any dispute arising out of this Contract, or the breach, enforcement, or interpretation of this Contract, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney's fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

9.5. Choice of Law; Venue; Waiver of Jury Trial. This Contract shall be governed by and construed and enforced in accordance with substantive laws of the State of Florida. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Contract shall lie in the court of competent jurisdiction in and for Orange County, Florida; each of BUYER and SELLER hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court. BUYER AND SELLER HEREBY MUTUALLY, KNOWINGLY, VOLUNTARY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT.

10. Miscellaneous.

10.1. Assignment. Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party.

10.2. Entire Agreement; Modification. This Contract contains the entire agreement of the parties with respect to the subject matter hereof and no representations, inducements, promises, or other agreements, oral, written, or otherwise, between the parties which are not embodied within this Contract shall be of any force or effect. Any amendment to this Contract shall not be binding upon any of the parties hereto unless such amendment is in writing and fully executed by BUYER and SELLER.

10.3. No Waiver. Neither the failure of a party to exercise any power or right herein provided or to insist upon strict compliance with any obligation herein specified, nor any custom, use, or practice at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms and provisions of this Contract.

10.4. Brokers and Commission. BUYER represents to SELLER that BUYER is not aware of any person or entity which would be entitled to a commission, finder's fee, compensation, or brokerage fee upon the consummation of this transaction. The terms and provisions of this section shall survive the closing of this Contract.

10.5. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. local time in Orange County, Florida. For purposes of this Contract, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

[signature pages and exhibits follow]

This instrument prepared by:

Paul Sladek, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida

IN WITNESS WHEREOF, SELLER and BUYER have caused this Contract to be duly executed as of the Effective Date.

“SELLER”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

DATE: 2/25/2020

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

BY: *Craig A. Stopyna*
for Deputy Clerk
Craig A. Stopyna
Printed Name

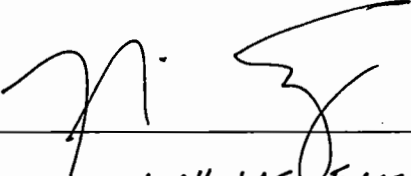


IN WITNESS WHEREOF, SELLER and BUYER have caused this Contract to be duly executed as of the Effective Date.

“BUYER”

Signed, sealed, and delivered
in the presence of:

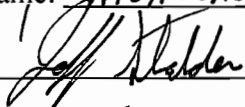
MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation



Print Name: NICHOLAS EVERLY

By: 

Print Name: BRIAN KITTLE



Print Name: JEFF STALDER

Title: DIVISION PRESIDENT
Date: 02/10/20

EXHIBIT "A"

Legal Description of the Easement Areas

(see attached one (1) legal and sketch of description totaling three (3) pages)

Legal Description

Crossing No. 1

A portion of the West Orange Trail, as recorded in Official Records Book 4938, Page 4527, Public Records of Orange County, Florida, located in the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the northeast corner of Parcel 1, ARBOURS AT CROWN POINT, according to the plat thereof, as recorded in Plat Book 94, Pages 88 and 89, Public Records of Orange County, Florida; thence run S 04°07'23" W, along the westerly line of said West Orange Trail, a distance of 5.94 feet for the POINT OF BEGINNING; thence run S 88°50'22" E, a distance of 50.07 feet to a point on the easterly line of said trail; thence run S 04°07'23" W, along said easterly line, a distance of 20.03 feet; thence, departing the easterly line of said trail, run N 88°50'22" W, a distance of 50.07 feet to a point on the westerly line of said trail; thence run N 04°07'23" E, along said westerly line, a distance of 20.03 feet to the POINT OF BEGINNING.

Containing 0.023 acres (1,001 square feet), more or less.

Crossing No. 2

A portion of the West Orange Trail, as recorded in Official Records Book 4938, Page 4527, Public Records of Orange County, Florida, located in the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the southeast corner of Parcel 1, ARBOURS AT CROWN POINT, according to the plat thereof, as recorded in Plat Book 94, Pages 88 and 89, Public Records of Orange County, Florida; thence run N 89°56'24" E, a distance of 50.13 feet to a point on the easterly line of said West Orange Trail; thence run S 04°07'23" W, along said easterly line, a distance of 60.16 feet; thence, departing the easterly line of said trail, run S 89°56'24" W, a distance of 50.13 feet to a point on the westerly line of said trail; thence run N 04°07'23" E, along said westerly line, a distance of 60.16 feet to the POINT OF BEGINNING.

Containing 0.069 acres (3,008 square feet), more or less.

Not a Boundary Survey.

The legal descriptions were prepared by the Surveyor.

See Sheets 2 and 3 for sketches.

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of lands situated in

**Section 6, Township 22 South, Range 28 East
Orange County, Florida**

PREPARED FOR:

Meritage Homes

JOB NO.

1701.8

SHEET

1 of 3

DATE

3/04/19

REV.

10/10/19

SCALE

As Noted

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
GBA LB No. 7194

R. CLAYTON GANUNG

REG. PLS. NO. 4236



GANUNG - BELTON ASSOCIATES, INC.

professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656

unplatted

50'

See
Detail "A"

TRACT 1

Crossing No. 1



unplatted

basis of bearings (assumed)

West Orange Trail

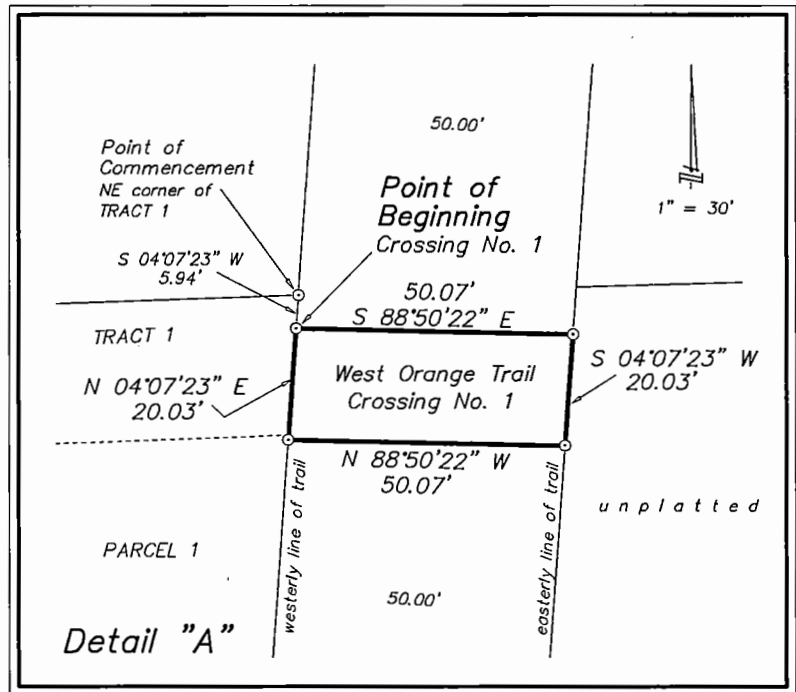
O.R.B. 4938, Page 4527

east line of the SE 1/4 of the NE 1/4 of Section 6-22-28

PARCEL 1

ARBOURS AT CROWN POINT
Plat Book 94, Pages 88 and 89

50'



Fountains West
Boulevard

Crossing No. 2

See Detail "B" on Sheet 3

Sheet 2 of 3

See Sheet 1 of 3 for legal description.

(GBA Job No. 1701.8)

PARCEL 1
 ARBOURS AT CROWN POINT
 Plat Book 94, Pages 88 and 89

50'

Fountains West
 Boulevard

See
 Detail "B"

unplatted



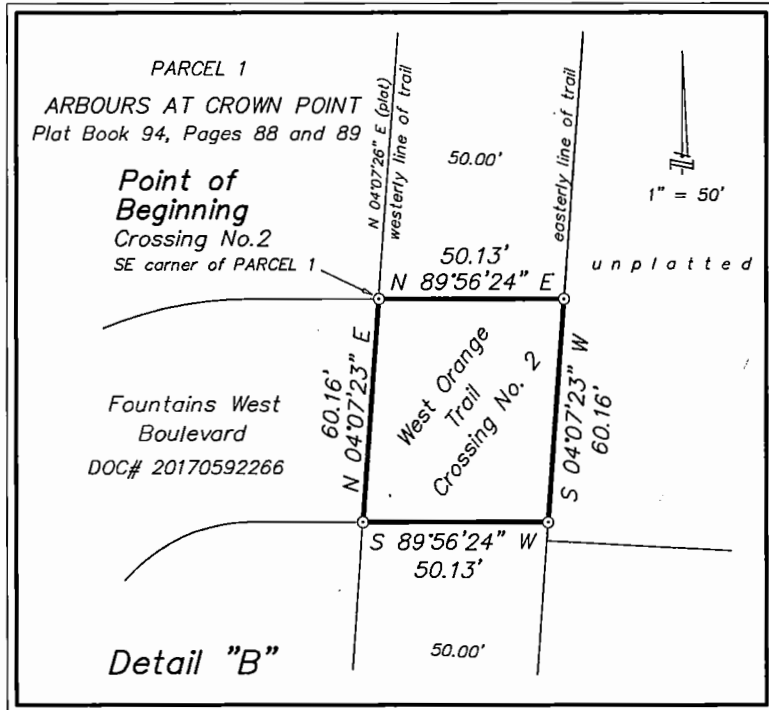
unplatted

basis of bearings (assumed)

West Orange Trail

O.R.B. 4938, Page 4527

east line of the SE 1/4 of the NE 1/4 of Section 6-22-28



West Road

SE corner of
 the SE 1/4 of
 the NE 1/4 of
 Section 6-22-28

Project: West Orange Trail / Greens at Forest Lake

EXHIBIT B

Form of Trail Crossing Easement Agreement

(see attached one (1) instrument totaling thirty-one (31) pages)

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

ORANGE COUNTY REAL ESTATE MGMT. DIV.
ATTN: PAUL BRYAN SLADEK, ESQ.
400 E. SOUTH ST.
5TH FLOOR
ORLANDO, FL 32801

Property Appraisers Parcel Identification Numbers:

05-22-28-0000-00-016
05-22-28-0000-00-017
05-22-28-0000-00-043
06-22-28-0000-00-052

Project: West Orange Trail / Greens at Forest Lake

SPACE ABOVE THIS LINE FOR RECORDING DATA

TRAIL CROSSING EASEMENT AGREEMENT
(Greens at Forest Lake / West Orange Trail)

THIS TRAIL CROSSING EASEMENT AGREEMENT (this “**Agreement**”) is made as of the Effective Date (hereinafter defined) by and between MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, (“**Developer**”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**County**”).

RECITALS

A. Developer is the owner of record of fee simple title to the Developer Property (hereinafter defined) and is undertaking the development thereof for the Developer’s Intended Use (hereinafter defined).

B. County is the owner of record of fee simple title to the County Property (hereinafter defined), which County Property is currently improved with a recreational trail and other improvements, and owned, used, enjoyed, and operated by County as part of the West Orange Trail (hereinafter defined).

C. In connection with Developer’s development of the Developer Property for the Developer’s Intended Use, Developer has requested that County, and County has agreed to, grant Developer certain easements over the County Property, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties (hereinafter defined) hereby agree as follows:

ARTICLE I – RECITALS; DEFINITIONS

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2 Definitions. As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) Board. The term “**Board**” shall mean and refer to the Orange County Board of County Commissioners.

(b) County Property. The term “**County Property**” shall mean and refer to the real property that is legally described on Exhibit “A” attached hereto.

(c) Developer Permittees. The term “**Developer Permittees**” shall mean and refer to: (i) Developer; (ii) the Association (hereinafter defined); (iii) future owners, occupants, tenants, subtenants, and residents of the residential units to be hereafter constructed within the Developer Property; (iv) employees, contractors, subcontractors, consultants, and other agents of Developer and the Association; and (v) the officers, directors, members, managers, stockholders, partners, trustees, fiduciaries, beneficiaries, licensees, invitees, permittees, and guests of any person set forth in subclauses (i), (ii), (iii), and/or (iv) above.

(d) Developer Property. The term “**Developer Property**” shall mean and refer to the real property that is legally described on Exhibit “B” attached hereto.

(e) Developer’s Intended Use. The term “**Developer’s Intended Use**” shall mean and refer the development and use of the Developer Property as a townhome residential subdivision and community to be known as Greens at Forest Lake.

(f) Drainage Easement Area. The term “**Drainage Easement Area**” shall mean and refer to that portion of the County Property depicted and more particularly described as “Crossing No. 1” on Exhibit “C” attached hereto, which exhibit is hereby incorporated herein by this reference.

(g) Drainage Improvements. The term “**Drainage Improvements**” shall mean and refer to that certain underground HDPE stormwater pipe as depicted on Sheet C-301 of the Plans.

(h) Driveway Easement Area. The term “**Driveway Easement Area**” shall mean and refer to that portion of the County Property depicted and more particularly described as “Crossing No. 2” on Exhibit “C” attached hereto, which exhibit is hereby incorporated herein by this reference.

(i) Driveway Improvements. The term “**Driveway Improvements**” shall mean and refer to, collectively, those improvements to be constructed within the Driveway Easement Area as depicted on Sheets C-101, C-201, C-501, C-502, and C-601 of the Plans. For avoidance of doubt, the Driveway Improvements consist primarily of: (i) a road, labelled Street A, connecting the Developer Property to the existing terminus of Fountains West Boulevard; (ii)

curbing, sidewalks, and other hardscape associated with such road; (iii) improvements, including safety measures, related to the crossing of said road across the West Orange Trail, including but not limited to pavement markings and permanent signage; (iv) an underground twelve inch (12") water main; (v) an underground six inch (6") sanitary sewer force main; and (vi) an underground eight inch (8") reclaimed water main.

(j) Easement Areas. The term "**Easement Areas**" shall mean and refer to, collectively, the Driveway Easement Area and the Drainage Easement Area.

(k) Easements. The term "**Easements**" shall mean and refer to, collectively, the Driveway Easement and the Drainage Easement.

(l) Improvements. The term "**Improvements**" shall mean and refer to, collectively, the Driveway Improvements and the Drainage Improvements.

(m) Effective Date. The term "**Effective Date**" shall mean and refer to latest of: (i) the date this Agreement is executed by Developer; (ii) the date this Agreement is executed by County; (iii) the date this Agreement is approved by the Orange County Board of County Commissioners; and (iv) the date this Agreement is recorded in the Public Records of Orange County, Florida.

(n) Notice Addresses. The term "**Notice Addresses**" shall mean and refer to:

As to Developer: Meritage Homes of Florida, Inc.
Attn: Orlando Division President
5337 Millenia Lakes Blvd., Ste. 235
Orlando, FL 32839

with a copy to: Meritage Homes
Attn: FL Regional Counsel
8800 E. Raintree Dr.
Suite 300
Scottsdale, AZ 85260

As to County: Orange County Parks and Recreation Division
Attn: Manager
Barnett Park
4801 W. Colonial Dr.
Orlando, FL 32808

with a copy to: Orange County Real Estate Management Division
Attn: Manager
400 E. South St.
5th Floor
Orlando, FL 32801

(o) Parties. The term “**Parties**” shall mean and refer to, collectively, Developer and County.

(p) Permits. The term “**Permits**” shall mean and refer to, collectively, any and all permits, approvals, licenses, authorizations, and/or entitlements of/from any and all governmental authority(ies) that will be necessary for the construction, installation, use, operation, inspection, maintenance, service, repair, and/or replacement of the Improvements for their intended use, including but not limited to: (i) Orange County permit no. 19-E-004; (ii) City of Ocoee permit no. LS-2019-002; (iii) SJRWMD permit no. 156614-1; and (iv) FDEP permit nos. FLR20CW14, 0080772-725-DSGP, and 0377697-001-DWC/CM.

(q) Plans. The term “**Plans**” shall mean and refer to those certain engineering plans, designs, specifications, and drawings for the Improvements entitled “Preliminary/Final Subdivision Plans for Greens at Forest Lake Phase 1” prepared by Madden, Moorhead & Stokes, Inc., dated August 02, 2019, and approved by the Orange County Public Works Department on August 02, 2019. Select portions of the Plans are set forth in Exhibit “D” attached hereto, which exhibit is hereby incorporated herein by this reference.

(r) West Orange Trail. The term “**West Orange Trail**” shall mean and refer to that certain multi-use recreational trail and associated amenities, which is open to the public, operated by County, and is presently approximately 22 miles in length running from the Orange County / Lake County line, through the Town of Oakland, the City of Winter Garden, the City of Ocoee, and the City of Apopka, to Welch Road.

ARTICLE II – DRIVEWAY EASEMENT

Section 2.1 Driveway Easement. County does hereby give and grant to Developer a permanent, non-exclusive easement (the “**Driveway Easement**”) over, under, on, upon, through, and across the Driveway Easement Area for the sole and exclusive purposes of: (i) Developer constructing, installing, using, operating, inspecting, maintaining, servicing, repairing, and replacing the Driveway Improvements in connection with Developer’s Intended Use; and (ii) the right of ingress, egress, access, and passage by Developer Permittees by means of the Driveway Improvements to/from the Developer Property from/to that certain public right-of-way of the City of Ocoee, Florida, known as Fountains West Boulevard.

Section 2.2 Term. The term of the Driveway Easement shall be perpetual.

Section 2.3 Reservation of Rights. County hereby reserves unto itself all other rights to use the Driveway Easement Area that are not inconsistent with the easement rights granted pursuant to this Article.

Section 2.4 Restrictions on Use of Driveway Easement. Notwithstanding any term or provision of this Agreement to the contrary, Developer hereby acknowledges and agrees that no improvements of any kind or nature, other than the Driveway Improvements, shall be constructed or installed within the Driveway Easement Area (through the exercise of rights provided by this Agreement).

ARTICLE III – DRAINAGE EASEMENT

Section 3.1 Drainage Easement. County does hereby give and grant to Developer a permanent, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, on, upon, through, and across the Drainage Easement Area for the sole and exclusive purposes of: (i) Developer constructing, installing, using, operating, inspecting, maintaining, servicing, repairing, replacing, and reconstructing the Drainage Improvements in connection with Developer’s Intended Use; and (ii) the right to convey stormwater in connection with Developer’s Intended Use from the Developer Property, underground through the Drainage Improvements and the Drainage Easement, to a public stormwater management system located to the west of the Drainage Easement Area, which system is operated and maintained by the City of Ocoee, Florida.

Section 3.2 Term. The term of the Drainage Easement shall be perpetual.

Section 3.3 Reservation of Rights. County hereby reserves unto itself all other rights to use the Drainage Easement Area that are not inconsistent with the easement rights granted pursuant to this Article.

Section 3.4 Restrictions on Use of Drainage Easement. Notwithstanding any term or provision of this Agreement to the contrary, Developer hereby acknowledges and agrees that: (i) except during periods when the Drainage Improvements are being constructed, installed, inspected, maintained, serviced, repaired, replaced, or reconstructed, Developer shall make no use of the surface area of (or area above) the Drainage Easement Area; (ii) no improvements of any kind or nature, other than the Drainage Improvements, shall be constructed or installed within the Drainage Easement Area (through the exercise of rights provided by this Agreement); and (iii) the drainage rights granted herein expressly do not include any right for stormwater outfall, retention, or detention within the Drainage Easement Area.

ARTICLE IV – MAINTENANCE OF IMPROVEMENTS; SELF-HELP

Section 4.1 Maintenance of Improvements. All Improvements shall be used, operated, inspected, maintained, serviced, repaired, replaced, and/or reconstructed by Developer, at Developer’s sole cost and expense, in a good and safe state of repair and in a reasonably neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with the Permits, the Plans, County’s West Orange Trail Construction Standards, other requirements of County’s Parks and Recreation Division, and all other applicable governmental regulations and/or requirements (collectively, the “**Developer Maintenance Obligations**”).

Section 4.2 Association Assumption of Developer Obligations. At such time, if ever, as (i) a subdivision plat for Greens at Forest Lake, encompassing all of the Developer Property has been recorded in the Public Records of Orange County, Florida, (ii) a declaration of covenants (as that term is defined in Subsection 720.301(4), Florida Statutes (2019)) for Greens at Forest Lake encumbering all of the Developer Property (the “**Declaration**”), which shall have identified the Improvements as “Common Improvements” has been approved in writing by County, and thereafter recorded in the Public Records of Orange County, Florida, (iii) the homeowner’s association identified in the recorded Declaration (the “**Association**”) has been

duly formed with the Secretary of the State of Florida as a not-for-profit corporation and in accordance with Chapter 720, Florida Statutes (2019), (iv) the Declaration expressly provides for the Association's assumption of all the obligations and liabilities of Developer under this Agreement, including, without limitation, the Developer Maintenance Obligations and the indemnification and insurance obligations set forth in Article V below, (v) the Declaration provides the Association both the right and an obligation to levy assessments against the lands subject to the Declaration to provide funds for the performance and fulfillment of the Association's duties, obligations, and financial commitments, (vi) the Declaration provides the Association both the right and an obligation to assert, record, and foreclose liens against the lands subject to the Declaration to enforce the payment and collection of assessments levied by the Association pursuant to the Declaration, and (vii) the Declaration provides that the Declaration may not be amended without the joinder of County in the event that any such amendment would be in conflict with the requirements of this Agreement, then the Association shall be deemed to have assumed the duty to perform all the obligations and liabilities of Developer under this Agreement, including, without limitation, the Developer Maintenance Obligations and the indemnification and insurance obligations set forth in Article V below, and Developer shall thereafter no longer have any liability, of any nature whatsoever, for the performance thereof. For convenience, the assumption of all the obligations and liabilities of Developer under this Agreement, including, without limitation, the Developer Maintenance Obligations and the indemnification and insurance obligations set forth in Article V below, by the Association under the circumstances set forth above, when and if the same shall occur, shall be referred to as the "**Association Assumption of Developer Obligations**".

Section 4.3 County Right to Self-Help Maintenance. In the event that Developer, prior to Association Assumption of Developer Obligations, or the Association thereafter, shall fail to timely perform the Developer Maintenance Obligations in accordance with the standards required by this Agreement, then in addition to remedies of County set forth in Article VIII below, County may (but shall not be required to) deliver a notice to Developer or the Association, as applicable, setting forth the deficiencies, whereupon Developer or the Association, as applicable, shall have the period of time specified by Section 8.1 below to remedy the deficiencies, or twenty-four (24) hours, in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within the applicable period, or within such twenty-four (24) hour period in case of emergency, County shall have the right (but shall not be required) to undertake all reasonably necessary maintenance, service, repair, replacement, and/or reconstruction of the Improvements ("**Self-Help Maintenance**") itself and recover from Developer or the Association, as applicable, the actual costs and expenses incurred by County in connection therewith ("**Self-Help Maintenance Costs**"). Upon County's completion of any Self-Help Maintenance, County shall submit to Developer or the Association, as applicable, a written statement setting forth the Self-Help Maintenance Costs incurred by County (the "**Statement of Self-Help Maintenance Costs**"), together with copies of such other documentation as may be reasonably necessary to substantiate completion of such Self-Help Maintenance and County's Statement of Self-Help Maintenance Costs. Within ten (10) business days after receipt from County of a Statement of Self-Help Maintenance Costs, Developer or the Association, as applicable, shall remit to County reimbursement for such Self-Help Maintenance Costs incurred.

ARTICLE V – INDEMNIFICATION AND INSURANCE

Section 5.1 Indemnification. Except for any and all claims, suits, judgments, demands, liabilities, damages, costs, and expense (including reasonable attorneys' fees prior to and upon appeal) arising solely out of, or resulting solely from, the negligent or willful acts of County, its officials, agents, and employees, Developer shall defend, indemnify, and hold harmless County and County's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expense (including reasonable attorneys' fees prior to and upon appeal) of any kind or nature whatsoever related to the Easements to the extent directly arising out of, or to the extent caused by:

(a) the negligent use and enjoyment of any part of the Easement Areas by Developer, its directors, officers, employees, agents, contractors, or subcontractors, anyone employed by them, or anyone who acts on Developer's behalf (collectively "**Grantee's Permittees**");

(b) liens and other charges asserted against the Easement Areas and/or the County Property for any purpose whatsoever to the extent arising as a result of the actions of Developer or Developer's Permittees;

(c) claims relating to injury to persons or property occurring on or about the Easement Areas, the County Property, or adjoining lands to the extent caused by the use or control of the same by Developer or Developer's Permittees;

(d) Developer's, or Developer's Permittees', failure to properly construct, install, use, operate, inspect, maintain, service, repair, replace, and/or reconstruct any and all Improvements within the Easement Areas; and/or

(e) Developer's, or Developer's Permittees', activities over, under, on, upon, through, or across the Easement Areas, the County Property, or adjoining lands.

Section 5.2 Insurance Requirements.

(a) For as long as this Agreement is in effect, Developer shall obtain and possess:

(1) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. Orange County, Florida shall be an additional insured on all liability policies by way of a CG 20 26-Designated Persons or Organization endorsement or its equivalent.

(2) All-risk property insurance to cover any and all improvements installed in the Easement Areas, including but not limited to the Improvements, for their full replacement value.

(3) All parties that perform work on any and all improvements in the Easement Areas, including but not limited to the Improvements, shall have Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000.00 for each incident of bodily injury or disease for Employers' Liability.

(4) All parties that perform work on any and all improvements in the Easement Areas, including but not limited to the Improvements, shall have business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000.00 combined single limit (CSL) per accident. In the event that Developer does not own automobiles, Developer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

(b) Prior to commencing construction within the Easement Areas, Developer shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida, as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County.

(c) Developer shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with the Easements hereby granted.

(d) Failure of Developer to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Developer of any contractual responsibility, obligation, or liability.

ARTICLE VI – PROVISIONS APPLICABLE TO ALL EASEMENTS

Section 6.1 **Design, Engineering, Permitting, and Construction of Improvements.** Any Improvements constructed within the Easement Areas shall be designed, engineered, permitted, and constructed by Developer, at Developer's sole cost and expense.

Section 6.2 **Permits.** Developer, at Developer's sole cost and expense, shall: (i) obtain all Permits prior to construction of any Improvements within any of the Easement Areas; and (ii) for so long as this Agreement is in effect, keep and maintain all Permits in full force and effect and in good standing.

Section 6.3 Plans. At no time shall any alteration of, or deviation from, the Plans be made. Any deviations from the Plans must be approved by County, with Developer being responsible for any additional construction costs that may be necessary to in order to obtain County approval.

Section 6.4 Developer Activities. All work performed and other activities undertaken by Developer within any of the Easement Areas shall: (i) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities; and (ii) be performed in a safe and workmanlike manner. Developer, at Developer's sole cost and expense, shall obtain all governmental permits and approvals, if any, required in connection with any work performed and other activities undertaken by Developer within any of the Easement Areas.

Section 6.5 Restoration of Surface. Upon completion of any activity within any of the Easement Areas, Developer shall restore and leave the Easement Areas, and the affected surface area thereof, in a clean and neat condition, and otherwise in accordance with the condition required by the Permits, the Plans, County's West Orange Trail Construction Standards, and other requirements of County's Parks and Recreation Division.

Section 6.6 No Obstruction. At no time shall Developer or any Developer Permittee, nor shall Developer permit or allow any other person to, park any vehicle, motorized or non-motorized, in the Easement Areas, or otherwise obstruct the Easement Area from being fully used by the public.

Section 6.7 Construction Liens. No rights granted herein shall permit or empower Developer to encumber the Easement Areas or any other part of the County Property with construction liens arising from the exercise by Developer of the rights granted herein. Developer shall not suffer nor permit any construction lien to be placed upon or against the Easement Areas or any other part of the County Property.

Section 6.8 Relocation of Easement Areas. At any time and from time to time in connection with future use or development of the County Property (including but not limited to future expansion and/or reconfiguration of right-of-way and/or future expansion and/or reconfiguration of the West Orange Trail), upon written notification from County, the Easements granted herein will automatically terminate to the extent necessary for County's use of the Easement Areas, and no compensation will be owed by County to Developer on account of such termination of the Easements and/or for any Improvements destroyed and/or removed in the Easement Areas. Notwithstanding the foregoing: (i) County shall cooperate with Developer to relocate, reconfigure, or modify any or all of the Easement Areas by executing an amendment to this Agreement establishing the new limits of the Easement Areas whereupon such relocated easement area(s) shall be subject to the terms hereof to the same extent as they applied to the applicable Easement Area prior to such relocation, reconfiguration, or modification; and (ii) County, at County's sole cost and expense, shall be solely responsible for the relocation, reconstruction, and/or new construction of any improvements (including but not limited to the Improvements) required in order to allow Developer to make similar use of the relocated and remaining Easement Areas, as applicable, after such relocation, reconfiguration, or modification as prior to such relocation, reconfiguration, or modification. Any such amendment of this Agreement pursuant to this Section shall be in form and substance acceptable to County and

Developer, whose approval of the same shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE VII – COVENANTS AND RESTRICTIONS

Section 7.1 Covenants Running With The Land. All of the covenants, terms, agreements, provisions, and restrictions set forth in this Agreement are intended to be, and shall be, construed as, covenants running with the Developer Property and the Easement Areas.

(a) The Easements set forth in this Agreement shall be easements appurtenant to the Developer Property, for the benefit and use of Developer Permittees, and each of their successors-in-interest and permitted assigns (if any), and shall be binding upon the Easement Areas and the Developer Property and shall be a covenant running with the title to the Easement Areas and the Developer Property.

(b) Except as otherwise expressly set forth in Section 4.2 above with respect to Association Assumption of Developer Obligations, any transferee of any portion of the Developer Property shall automatically be deemed, by acceptance of the title thereto after being duly recorded in the Public Records of Orange County, Florida, to have assumed all duties and obligations of Developer, if any, arising under this Agreement relating thereto and to have received an assignment of all right and benefits of this Agreement relating thereto.

Section 7.2 Assignment. Except as otherwise expressly set forth in Section 4.2 above with respect to Association Assumption of Developer Obligations, neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties.

Section 7.3 No Third-Party Beneficiaries. Except as otherwise expressly set forth herein, no person, or entity other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

Section 7.4 Governmental Authorities. As used in this Agreement, “governmental authority” or “governmental authorities” shall mean any federal, state, county, municipal, or other governmental or quasi-governmental department or entity, or any authority, commission, board, bureau, court, community development district, water management district, or agency having jurisdiction over the Developer Property, the County Property, the West Orange Trail, and/or any portion of any of said lands, including without limitation, the United States Army Corps of Engineers, Orange County, Florida, the School Board of Orange County, Florida, the City of Ocoee, Florida, the Florida Department of Environmental Protection, and the St. Johns River Water Management District.

Section 7.5 Applicable Laws. Any rights granted in this Agreement shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits, and approvals, and any future modifications or amendments thereto.

ARTICLE VIII – REMEDIES AND ENFORCEMENT

Section 8.1 When a Breach becomes a Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “**Default**” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for a period of ten (10) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within ten (10) days, then the breaching Party shall have ten (10) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 8.2 All Legal and Equitable Remedies Available. In the event of a default by any Party of any of the terms or conditions hereof, the other Parties shall be entitled to relief by remedies permitted at law or in equity, including injunction and specific performance. Notwithstanding the foregoing, under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of Default by such Party hereunder.

Section 8.3 Remedies Cumulative. Subject to the limitations set forth in Section 8.2 above, any remedies specifically provided by this Agreement shall be cumulative with and in addition to all other remedies permitted at law or in equity.

Section 8.4 No Termination For Breach. Notwithstanding any other term or provision of this Agreement to the contrary, no breach hereunder shall entitle any party to unilaterally cancel, rescind, or otherwise terminate this Agreement.

Section 8.5 Attorney’s Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 8.6 Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

Section 8.7 WAIVER OF JURY TRIAL. 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.

Section 8.8 Continuing Lien; Delinquent Payments. Subject to the terms, conditions and limitations set forth below, this Agreement shall serve as a continuing lien against the Developer Property as applicable, for the purposes of securing payment to County of the Self-Help Maintenance Costs, and any interest thereon (the “**Self Help Remedies Lien**”).

(a) Any Self Help Remedies Lien may be foreclosed in the same manner as the foreclosure of a Chapter 713 Claim of Lien under Florida law, shall attach and relate back to the date of recording of this Agreement, and be subject to being transferred to cash or bond pursuant to Fla. Stat. s. 713.24. In the event that Developer and/or the Association, following Association Assumption of Developer Obligations, fails to remit to County any funds, or any portion thereof, required to be remitted to County pursuant to this Agreement (whether pursuant to Section 4.3 above, or otherwise) by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida; and (ii) County may, but shall not be required to, record a notice of a Self Help Remedies Lien in the Public Records of Orange County, Florida, to provide public notice of the lien provided by this Section and public notice of Developer and/or Association’s asserted delinquency hereafter. The remedies provided by this Section shall not be subject to the provisions of Section 8.1 above, but shall be cumulative with, and in addition to, all other remedies permitted by this Agreement, at law, or in equity.

(b) Notwithstanding any language in this Agreement to the contrary, from and after such time as Association Assumption of Developer Obligations has occurred, the encumbrance, operation, and legal effect of a Self Help Remedies Lien shall encumber only the Association’s common area (as that term is defined in Subsection 720.301(2), Florida Statutes (2019)).

Section 8.9 Sovereign Immunity. For avoidance of doubt, nothing in this Agreement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes (2019).

ARTICLE IX – MISCELLANEOUS

Section 9.1 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Section 9.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 9.3 Modification. This Agreement may be altered, amended, or modified only by written instrument recorded in the Public Records of Orange County, Florida, executed by Developer (and, if applicable, all of Developer’s respective successors-in-interest, or the

Association in the event the Association Assumption of Developer Obligations has occurred) and County.

Section 9.4 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 9.5 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 9.6 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 9.7 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and enforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 9.8 Drafting; Negotiation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

Section 9.9 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 9.10 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 9.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

Section 9.12 Time. Time is of the essence with respect to this Agreement.

Section 9.13 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; or guaranteed overnight delivery service; and shall be deemed to have been given when actually received by the intended recipient.

(a) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or by guaranteed overnight delivery service, shall be returned to the sender as “unclaimed”, then notice shall be deemed to have been given upon the sender’s receipt of the returned, “unclaimed” notice.

(b) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or guaranteed overnight delivery service, shall be returned to sender as “undeliverable” because the recipient has changed its mailing address and failed to provide the sender with an updated mailing address, then notice shall be deemed to have been given upon the sender’s receipt of the returned, “undeliverable” notice. It shall be the duty of each Party to this Agreement to notify all other Parties to this Agreement of any change in that Party’s Notice Address.

(c) The Parties acknowledge and agree that their respective legal counsel shall be permitted to deliver notices on behalf of their respective clients.

Section 9.14 Currency. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

[signature pages and exhibits follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

“DEVELOPER”

Signed, sealed, and delivered
in the presence of:

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, as _____ of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation. He/she _____ is personally known to me OR _____ has produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public

Print Name

My Commission Expires: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

“COUNTY”

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

EXHIBIT "A"

Legal Description of the County Property

(see attached one (1) legal and sketch of description totaling two (2) pages)

EXHIBIT "A"

PARCEL 182:

A STRIP OF LAND 50 FEET IN WIDTH ALONG THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN DEED BOOK 736, PAGE 273, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; ALSO BEING THE EAST 50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST; LESS THE SOUTH 30 FEET THEREOF; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

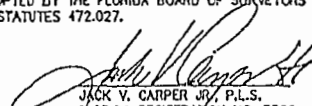
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 04°07'53" WEST ALONG THE EAST LINE OF SAID SECTION 1161.38 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04°07'53" WEST ALONG SAID EAST LINE 1290.44 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF WEST ROAD; THENCE SOUTH 86°38'36" WEST ALONG SAID NORTH RIGHT-OF-WAY 50.43 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID EAST 50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6; THENCE NORTH 04°07'53" EAST ALONG SAID WEST LINE 1290.55 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6; THENCE NORTH 86°46'40" EAST ALONG SAID NORTH LINE 50.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 1.481 ACRES, MORE OR LESS.

OR Bk 4938 Pg 4529
Orange Co FL 534100

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION IN NOVEMBER, 1994. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 61G17-6 (F.A.C.) ADOPTED BY THE FLORIDA BOARD OF SURVEYORS & MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.


JACK V. CARPER JR., P.L.S.
FLORIDA REGISTRATION NO. 3598

THIS IS NOT A SURVEY.

(SEE SHT. 2 OF 2 FOR SKETCH)

PREPARED FOR:					
ORANGE COUNTY FLORIDA		1-30-95	JVC	PARCEL DIMENSIONS	
		DATE	BY	DESCRIPTION	
REVISION					
REPS REGIONAL ENGINEERS, PLANNERS AND SURVEYORS, INC. 817 N. GARLAND AVE., ORLANDO, FL 32801 407/841-7377		FIELD BOOK		PG.	
		SURVEY			
		FOUNDATION			
DRAWN BY: J.V.C.	CHKD. BY: C.B.G.	JOB No.	SCALE:	SHT.	
DATE: 12-19-94	DATE: 12-20-94	91-452	AS SHOWN	1	
				OF	2
				FINAL	

NORTH LINE OF
S.E. 1/4 OF N.E. 1/4
SEC. 6-22-28
S 86°46'40" E

N.E. COR.
SEC. 6-22-28

N 86°46'40" E
50.42'

1161.38'

POINT OF
BEGINNING

N.E. COR. OF
S.E. 1/4 OF
N.E. 1/4 OF
SEC. 6-22-28

620.99'

N

SCALE: 1" = 200'

O.C. TAX PARCEL
NO. 46
D.B. 736/273

1281.69'

N 05°28'40" W

1290.55'

N 04°07'53" E

PARCEL 182

1290.44'

S 04°07'53" W

WEST LINE OF
S.E. 1/4 OF
N.E. 1/4 OF
SEC. 6-22-28

EAST LINE OF
SEC. 6-22-28

50'

S 86°38'36" W
50.43'

EAST 1/4 COR.
SEC. 6-22-28

WEST ROAD

30'

405.37'

30.26'

SOUTH LINE OF THE
N.E. 1/4 SEC. 6-22-28
S 86°38'36" W

OR. Bk 4938 Pg 4530
Orange Co FL 5341001

Record Verified - Martha D. Haynie

PREPARED FOR:

ORANGE COUNTY
FLORIDA

1-30-95	JVC	PARCEL DIMENSIONS
DATE	BY	DESCRIPTION

REVISION

FIELD BOOK _____ PG. _____

SURVEY _____

FOUNDATION _____

FINAL _____

REPS

REGIONAL ENGINEERS, PLANNERS AND SURVEYORS, INC.
817 N. CARLAND AVE., ORLANDO, FL. 32801
407/841-7371 FAX: 407/841-4310

DRAWN BY: J.V.C.
DATE: 12-19-94

CHKD. BY: C.B.G.
DATE: 12-20-94

JOB No.
91-452

SCALE:
AS SHOWN

SHT. 2
OF 2

EXHIBIT "B"

Legal Description of the Developer Property

Parcel 1:

A portion of the Northwest ¼ of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 5; thence run North 84°37' 17" East along the North line of said Section 5, a distance of 1328.51 feet to the Northeast corner of the Northwest ¼ of the Northwest ¼ of said Section 5; thence run South 02°44' 11" West along the East line of the West ½ of the Northwest ¼ of said Section 5, a distance of 1347.64 feet for the Point of Beginning; thence continue South 02°44' 11" West, along the East line of the West ½ of the Northwest ¼ of said Section 5, a distance of 527.57 feet to a point on a curve, concave Northwesterly, having a radius of 1759.86 feet and a central angle of 32°51' 50" ; thence departing the East line of the West ½ of the Northwest ¼ of said Section 5, from a tangent bearing of South 27°35' 43" West run Southwesterly along the arc of said curve, a distance of 1009.43 feet to a point on said curve; thence departing said curve run South 73°33' 19" West 32.14 feet to the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of said Section 5; thence North 03°24' 25" East along the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of said Section 5, a distance of 1233.83 feet to the North line of the Southwest ¼ of the Northwest ¼ of said Section 5; thence run North 88°16' 38" East along the North line of the Southwest ¼ of the Northwest ¼ of said Section 5, a distance of 674.96 feet to the Point of Beginning.

AND Parcel 2:

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida.

Less and Except:

Begin at the NW corner of the SW 1/4 of the NW 1/4 of Section 5, Township 22 South, Range 28 East, run thence Southerly on West line of said Section 200 feet; thence South 87°53'03" East 40 feet; thence Northwesterly 204 feet, more or less to the Point of Beginning.

Also, Less and Except:

Begin at a point 30 feet North of the SW corner of the West 1/2 of the SW 1/4 of NW 1/4 of Section 5, Township 22 South, Range 28 East, proceed North 89°16'00" East 400 feet; thence North 550 feet; thence Westerly 400 feet; thence Southerly 558 feet along the West line to the Point of Beginning.

AND Parcel 3:

BEGIN at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida; run thence Southerly on the West line of said Section 200 feet; thence South 87°53'03" East 40.00 feet; thence Northwesterly 204 feet more or less, to the POINT OF BEGINNING.

EXHIBIT "C"

Legal Description of the Easement Areas

(see attached one (1) legal and sketch of description totaling three (3) pages)

Legal Description

Crossing No. 1

A portion of the West Orange Trail, as recorded in Official Records Book 4938, Page 4527, Public Records of Orange County, Florida, located in the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the northeast corner of Parcel 1, ARBOURS AT CROWN POINT, according to the plat thereof, as recorded in Plat Book 94, Pages 88 and 89, Public Records of Orange County, Florida; thence run S 04°07'23" W, along the westerly line of said West Orange Trail, a distance of 5.94 feet for the POINT OF BEGINNING; thence run S 88°50'22" E, a distance of 50.07 feet to a point on the easterly line of said trail; thence run S 04°07'23" W, along said easterly line, a distance of 20.03 feet; thence, departing the easterly line of said trail, run N 88°50'22" W, a distance of 50.07 feet to a point on the westerly line of said trail; thence run N 04°07'23" E, along said westerly line, a distance of 20.03 feet to the POINT OF BEGINNING.

Containing 0.023 acres (1,001 square feet), more or less.

Crossing No. 2

A portion of the West Orange Trail, as recorded in Official Records Book 4938, Page 4527, Public Records of Orange County, Florida, located in the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the southeast corner of Parcel 1, ARBOURS AT CROWN POINT, according to the plat thereof, as recorded in Plat Book 94, Pages 88 and 89, Public Records of Orange County, Florida; thence run N 89°56'24" E, a distance of 50.13 feet to a point on the easterly line of said West Orange Trail; thence run S 04°07'23" W, along said easterly line, a distance of 60.16 feet; thence, departing the easterly line of said trail, run S 89°56'24" W, a distance of 50.13 feet to a point on the westerly line of said trail; thence run N 04°07'23" E, along said westerly line, a distance of 60.16 feet to the POINT OF BEGINNING.

Containing 0.069 acres (3,008 square feet), more or less.

Not a Boundary Survey.

The legal descriptions were prepared by the Surveyor.

See Sheets 2 and 3 for sketches.


SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of lands situated in

Section 6, Township 22 South, Range 28 East
Orange County, Florida

PREPARED FOR: Meritage Homes		JOB NO. 1701.8	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. GBA LB No. 7194 R. CLAYTON GANUNG REG. P.L.S. NO. 4236
 GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		SHEET 1 of 3	
		DATE 3/04/19 REV. 10/10/19	
		SCALE As Noted	

unplatted

50'

See
Detail "A"

TRACT 1

Crossing No. 1



unplatted

basis of bearings (assumed)

West Orange Trail
O.R.B. 4938, Page 4527

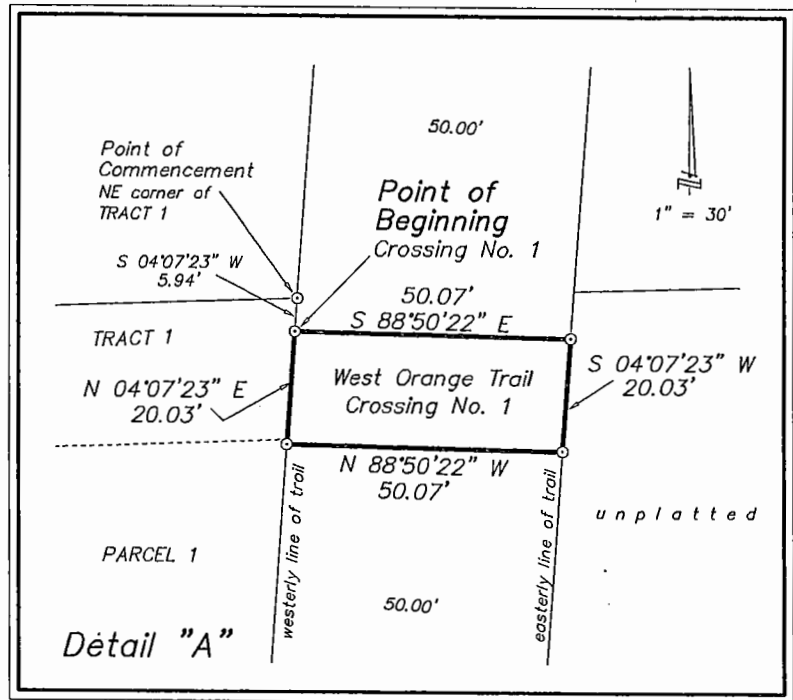
east line of the SE 1/4 of the NE 1/4 of Section 6-22-28

PARCEL 1

ARBOURS AT CROWN POINT
Plat Book 94, Pages 88 and 89

West Orange Trail

50'



Fountains West
Boulevard

Crossing No. 2

See Detail "B" on Sheet 3

Sheet 2 of 3

See Sheet 1 of 3 for legal description.

(GBA Job No. 1701.8)

PARCEL 1
 ARBOURS AT CROWN POINT
 Plat Book 94, Pages 88 and 89

50'

Fountains West
 Boulevard

See
 Detail "B"

unplatted



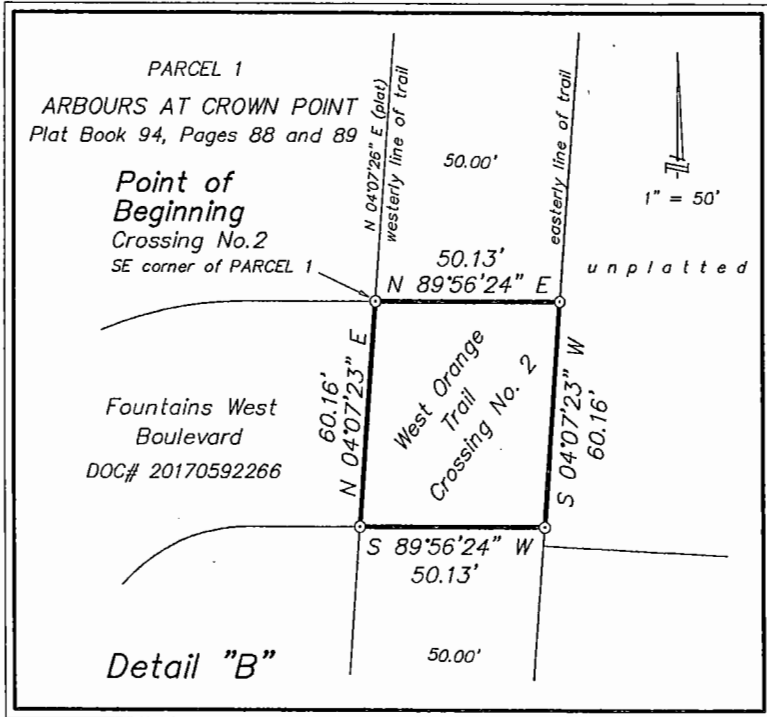
basis of bearings (assumed)

West Orange Trail

O.R.B. 4938, Page 4527

east line of the SE 1/4 of the NE 1/4 of Section 6-22-28

unplatted



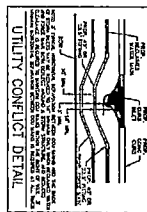
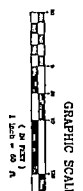
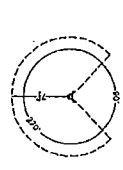
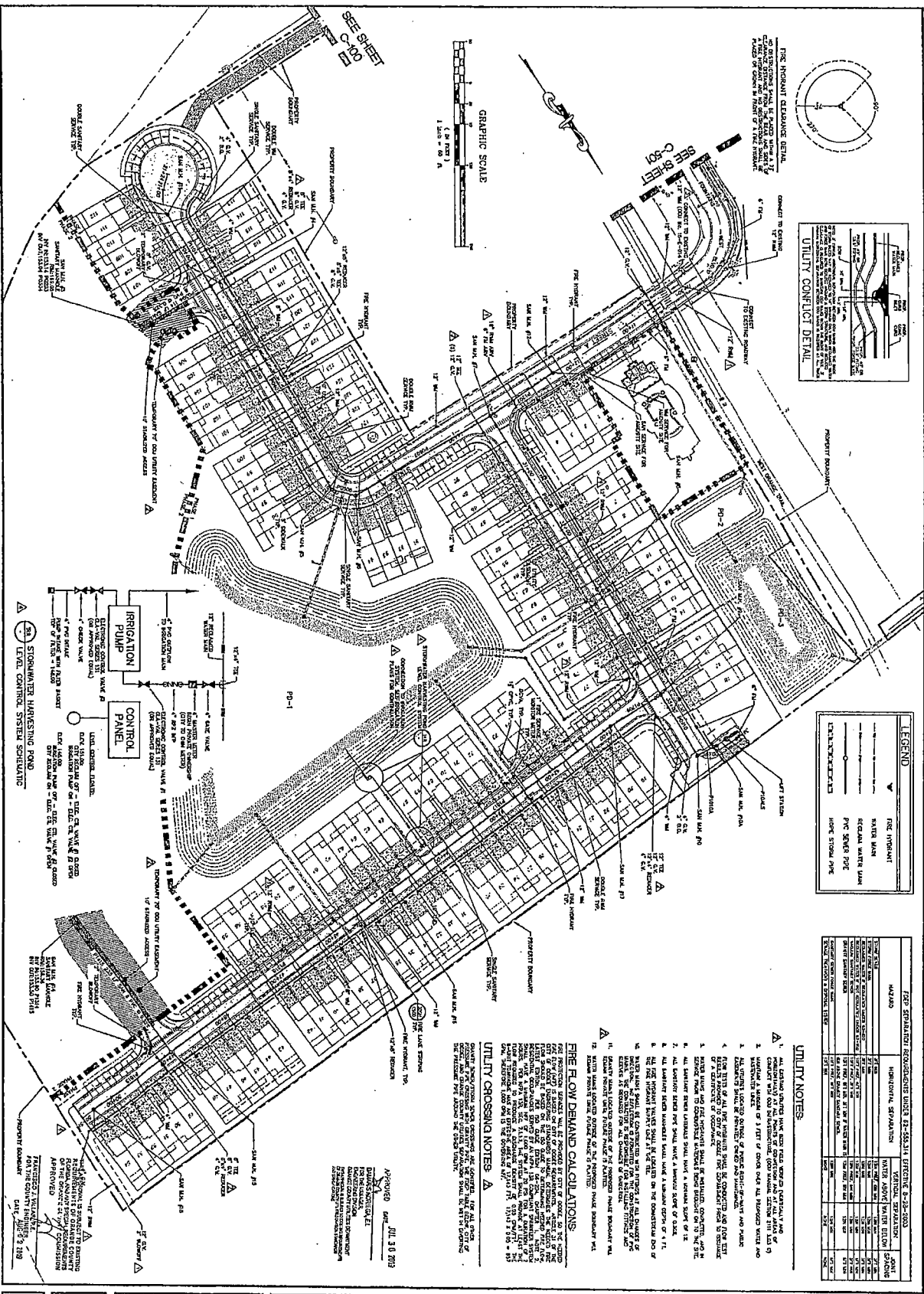
West Road

SE corner of
 the SE 1/4 of
 the NE 1/4 of
 Section 6-22-28

EXHIBIT "D"

Select Plan Pages

(see attached six (6) pages)



LEGEND

- ▲ FIRE HYDRANT
- WATER MAIN
- SCHEDULED WATER MAIN
- PVC SERVICE PIPE
- HOPE SERVICE PIPE
- TELEPHONE/CO

**125' SPACING PROPOSED UNDER 6'-0\"/>

UTILITIES	SPACING	UTILITIES	SPACING
WATER MAIN	125'	TELEPHONE/CO	125'
SCHEDULED WATER MAIN	125'	WATER MAIN	125'
PVC SERVICE PIPE	125'	SCHEDULED WATER MAIN	125'
HOPE SERVICE PIPE	125'	PVC SERVICE PIPE	125'
TELEPHONE/CO	125'	HOPE SERVICE PIPE	125'
WATER MAIN	125'	TELEPHONE/CO	125'
SCHEDULED WATER MAIN	125'	WATER MAIN	125'
PVC SERVICE PIPE	125'	SCHEDULED WATER MAIN	125'
HOPE SERVICE PIPE	125'	PVC SERVICE PIPE	125'
TELEPHONE/CO	125'	HOPE SERVICE PIPE	125'
WATER MAIN	125'	TELEPHONE/CO	125'
SCHEDULED WATER MAIN	125'	WATER MAIN	125'
PVC SERVICE PIPE	125'	SCHEDULED WATER MAIN	125'
HOPE SERVICE PIPE	125'	PVC SERVICE PIPE	125'
TELEPHONE/CO	125'	HOPE SERVICE PIPE	125'
WATER MAIN	125'	TELEPHONE/CO	125'
SCHEDULED WATER MAIN	125'	WATER MAIN	125'
PVC SERVICE PIPE	125'	SCHEDULED WATER MAIN	125'
HOPE SERVICE PIPE	125'	PVC SERVICE PIPE	125'
TELEPHONE/CO	125'	HOPE SERVICE PIPE	125'

UTILITY NOTES

1. ALL UTILITIES SHOWN HAVE BEEN FIELD VERIFIED TO THE EXTENT POSSIBLE AND TO THE BEST OF THE ENGINEER'S KNOWLEDGE AND BELIEF.
2. UTILITIES NOT SHOWN ARE ASSUMED TO BE AS SHOWN ON THE PLANS.
3. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE UTILITIES NOT SHOWN ON THE PLANS.

FIRE FLOW DEMAND CALCULATIONS

THE FIRE FLOW DEMAND CALCULATIONS HAVE BEEN PERFORMED IN ACCORDANCE WITH THE 2001 INTERNATIONAL FIRE CODE AND THE 2001 INTERNATIONAL PLUMBING AND MECHANICAL CODE. THE CALCULATIONS HAVE BEEN PERFORMED BY THE ENGINEER AND ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.

UTILITY CROSSING NOTES

1. ALL UTILITIES SHALL CROSS OVER OTHER UTILITIES UNLESS SHOWN OTHERWISE.
2. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THE UTILITIES NOT SHOWN ON THE PLANS.

APPROVED: JUL 30 2018
 BENJAMIN S. HADEN, P.E.
 ENGINEER
 BENJAMIN S. HADEN & ASSOCIATES, P.A.
 4311 E. HENRIE AVENUE
 SUITE 200
 GREENSBORO, NC 27409
 (336) 853-1330

C-201

DATE	REVISIONS

DATE	REVISIONS

ENGNEER
 BENJAMIN S. HADEN
 BENJAMIN S. HADEN & ASSOCIATES, P.A.
 4311 E. HENRIE AVENUE
 SUITE 200
 GREENSBORO, NC 27409
 (336) 853-1330

MERITAGE HOMES
 5537 MELISSA LANE BLVD. DT 410
 GREENSBORO, NC 27409
 (336) 853-1330

UTILITY PLAN FOR GREENS AT FOREST LAKE
 CITY OF OCCEE, FLORIDA

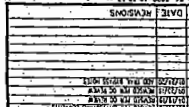
HADEN ENGINEERING
 4311 E. HENRIE AVENUE
 SUITE 200
 GREENSBORO, NC 27409
 (336) 853-1330



MADDEN CIVIL ENGINEERS, INC.
 437 E. Bay Street, Suite 200
 Fort Lauderdale, Florida 33301
 Phone: (305) 441-1111

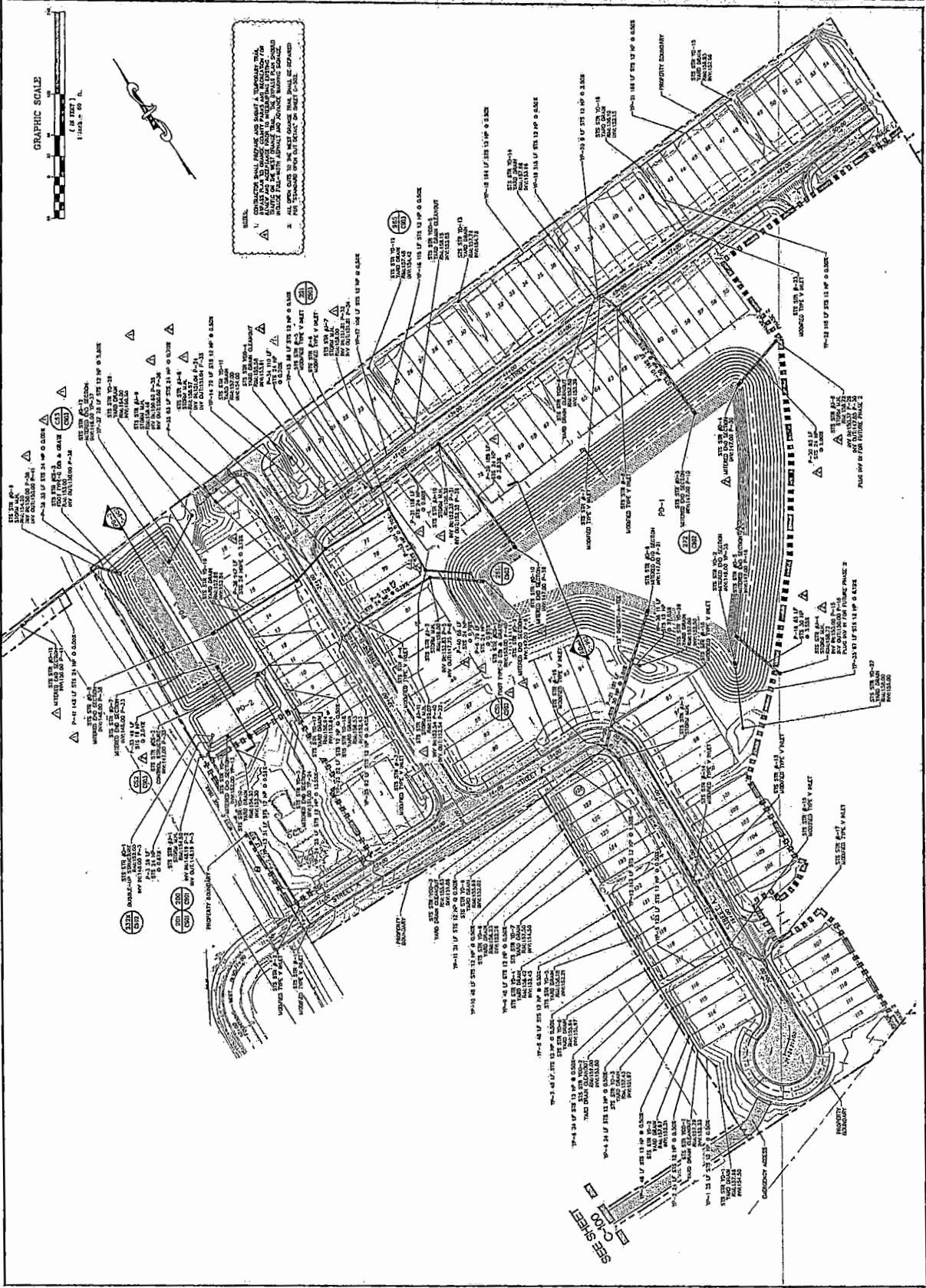
DRAINAGE PLAN
 FOR
GREENS AT FOREST LAKE
 CITY OF COCCLE, FLORIDA

MERTAGE HOMES
 2301 WILSON AVENUE, SUITE 200
 FORT LAUDERDALE, FLORIDA 33305
 (954) 344-1111



DATE	REVISIONS
12/15/10	1. INITIAL DESIGN
01/10/11	2. REVISIONS TO PLAN
02/10/11	3. REVISIONS TO PLAN
03/10/11	4. REVISIONS TO PLAN
04/10/11	5. REVISIONS TO PLAN
05/10/11	6. REVISIONS TO PLAN
06/10/11	7. REVISIONS TO PLAN
07/10/11	8. REVISIONS TO PLAN
08/10/11	9. REVISIONS TO PLAN
09/10/11	10. REVISIONS TO PLAN
10/10/11	11. REVISIONS TO PLAN
11/10/11	12. REVISIONS TO PLAN
12/10/11	13. REVISIONS TO PLAN
01/11/12	14. REVISIONS TO PLAN
02/11/12	15. REVISIONS TO PLAN
03/11/12	16. REVISIONS TO PLAN
04/11/12	17. REVISIONS TO PLAN
05/11/12	18. REVISIONS TO PLAN
06/11/12	19. REVISIONS TO PLAN
07/11/12	20. REVISIONS TO PLAN
08/11/12	21. REVISIONS TO PLAN
09/11/12	22. REVISIONS TO PLAN
10/11/12	23. REVISIONS TO PLAN
11/11/12	24. REVISIONS TO PLAN
12/11/12	25. REVISIONS TO PLAN
01/12/13	26. REVISIONS TO PLAN
02/12/13	27. REVISIONS TO PLAN
03/12/13	28. REVISIONS TO PLAN
04/12/13	29. REVISIONS TO PLAN
05/12/13	30. REVISIONS TO PLAN
06/12/13	31. REVISIONS TO PLAN
07/12/13	32. REVISIONS TO PLAN
08/12/13	33. REVISIONS TO PLAN
09/12/13	34. REVISIONS TO PLAN
10/12/13	35. REVISIONS TO PLAN
11/12/13	36. REVISIONS TO PLAN
12/12/13	37. REVISIONS TO PLAN
01/13/14	38. REVISIONS TO PLAN
02/13/14	39. REVISIONS TO PLAN
03/13/14	40. REVISIONS TO PLAN
04/13/14	41. REVISIONS TO PLAN
05/13/14	42. REVISIONS TO PLAN
06/13/14	43. REVISIONS TO PLAN
07/13/14	44. REVISIONS TO PLAN
08/13/14	45. REVISIONS TO PLAN
09/13/14	46. REVISIONS TO PLAN
10/13/14	47. REVISIONS TO PLAN
11/13/14	48. REVISIONS TO PLAN
12/13/14	49. REVISIONS TO PLAN
01/14/15	50. REVISIONS TO PLAN
02/14/15	51. REVISIONS TO PLAN
03/14/15	52. REVISIONS TO PLAN
04/14/15	53. REVISIONS TO PLAN
05/14/15	54. REVISIONS TO PLAN
06/14/15	55. REVISIONS TO PLAN
07/14/15	56. REVISIONS TO PLAN
08/14/15	57. REVISIONS TO PLAN
09/14/15	58. REVISIONS TO PLAN
10/14/15	59. REVISIONS TO PLAN
11/14/15	60. REVISIONS TO PLAN
12/14/15	61. REVISIONS TO PLAN
01/15/16	62. REVISIONS TO PLAN
02/15/16	63. REVISIONS TO PLAN
03/15/16	64. REVISIONS TO PLAN
04/15/16	65. REVISIONS TO PLAN
05/15/16	66. REVISIONS TO PLAN
06/15/16	67. REVISIONS TO PLAN
07/15/16	68. REVISIONS TO PLAN
08/15/16	69. REVISIONS TO PLAN
09/15/16	70. REVISIONS TO PLAN
10/15/16	71. REVISIONS TO PLAN
11/15/16	72. REVISIONS TO PLAN
12/15/16	73. REVISIONS TO PLAN
01/16/17	74. REVISIONS TO PLAN
02/16/17	75. REVISIONS TO PLAN
03/16/17	76. REVISIONS TO PLAN
04/16/17	77. REVISIONS TO PLAN
05/16/17	78. REVISIONS TO PLAN
06/16/17	79. REVISIONS TO PLAN
07/16/17	80. REVISIONS TO PLAN
08/16/17	81. REVISIONS TO PLAN
09/16/17	82. REVISIONS TO PLAN
10/16/17	83. REVISIONS TO PLAN
11/16/17	84. REVISIONS TO PLAN
12/16/17	85. REVISIONS TO PLAN
01/17/18	86. REVISIONS TO PLAN
02/17/18	87. REVISIONS TO PLAN
03/17/18	88. REVISIONS TO PLAN
04/17/18	89. REVISIONS TO PLAN
05/17/18	90. REVISIONS TO PLAN
06/17/18	91. REVISIONS TO PLAN
07/17/18	92. REVISIONS TO PLAN
08/17/18	93. REVISIONS TO PLAN
09/17/18	94. REVISIONS TO PLAN
10/17/18	95. REVISIONS TO PLAN
11/17/18	96. REVISIONS TO PLAN
12/17/18	97. REVISIONS TO PLAN
01/18/19	98. REVISIONS TO PLAN
02/18/19	99. REVISIONS TO PLAN
03/18/19	100. REVISIONS TO PLAN

C-301



GRAPHIC SCALE
 (1" = 60')
 1" = 60'

NOTE:
 1. CONTRACTOR SHALL FURNISH AND VERIFY A TEMPORARY DRAINAGE SYSTEM TO MAINTAIN EXISTING AND PROPOSED DRAINAGE SYSTEMS THROUGHOUT CONSTRUCTION. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN THE EXISTING DRAINAGE SYSTEM AND SHALL BE APPROVED BY THE CITY ENGINEER.
 2. ALL DRAINAGE SYSTEMS SHALL BE DESIGNED TO MAINTAIN THE EXISTING DRAINAGE SYSTEM AND SHALL BE APPROVED BY THE CITY ENGINEER.

SEE SHEET C-302



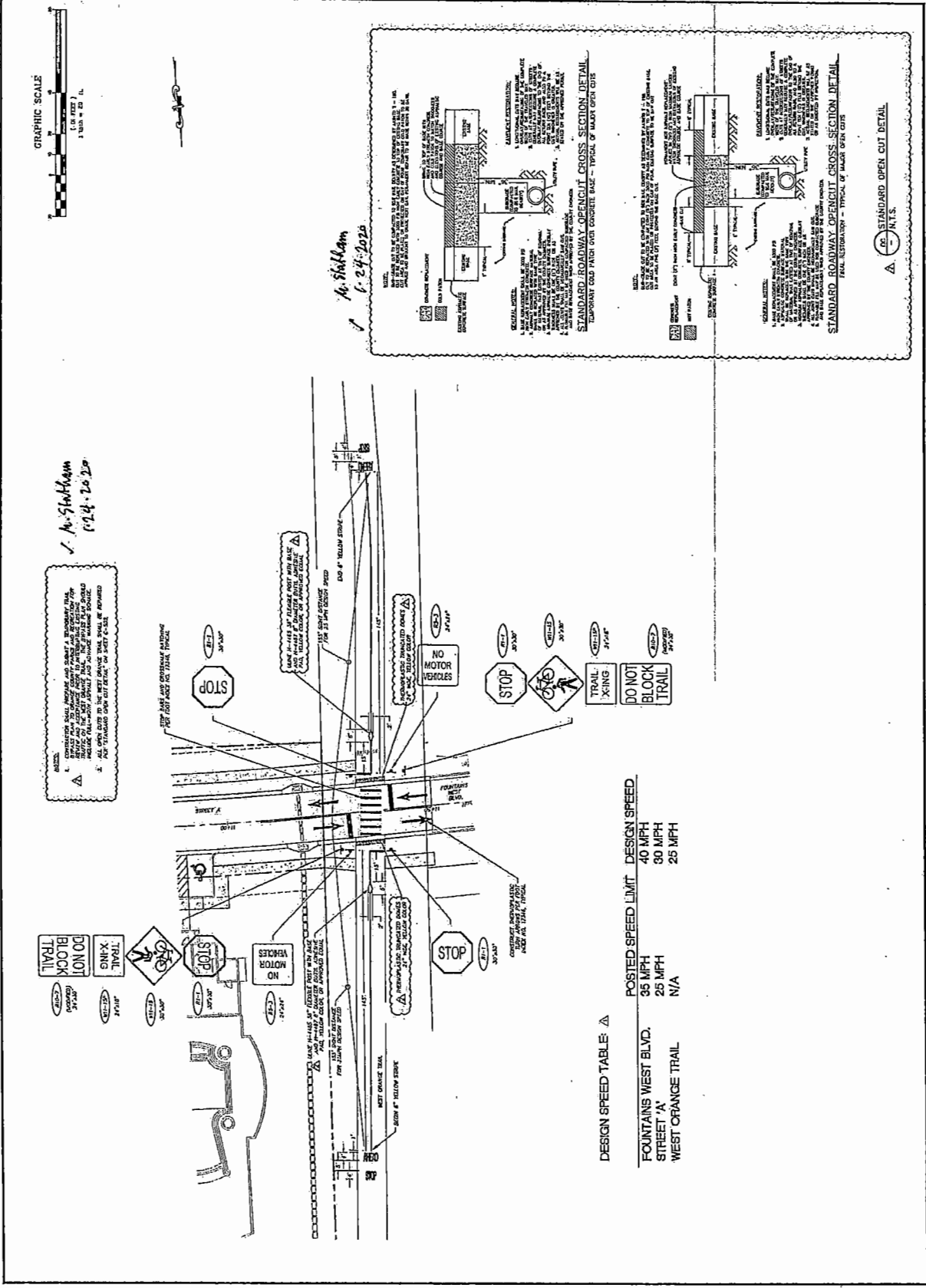
OFFSITE STIPING AND SIGNAGE PLAN
 FOR
GREENS AT FOREST LAKE
 CITY OF COCKER

MERTAGE HOMES
 1222 WILSON LANE W. #100
 PRINCETON, MA 01552
 (508) 336-1441



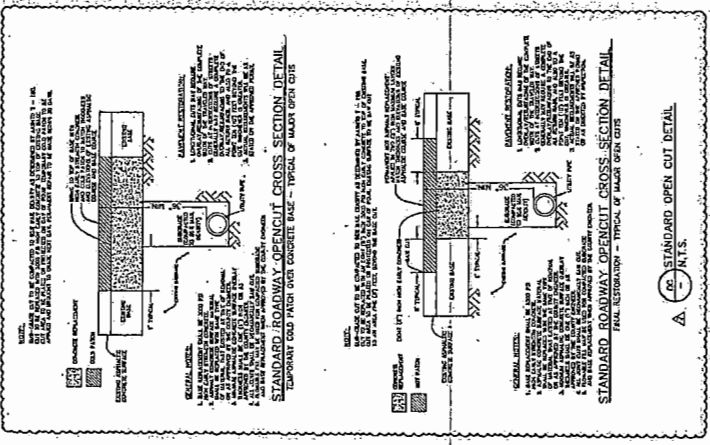
DATE	REVISIONS
12/15/11	1. INITIAL DESIGN
1/10/12	2. REVISED FOR PERMITS
1/10/12	3. REVISED FOR PERMITS
1/10/12	4. REVISED FOR PERMITS
1/10/12	5. REVISED FOR PERMITS
1/10/12	6. REVISED FOR PERMITS
1/10/12	7. REVISED FOR PERMITS
1/10/12	8. REVISED FOR PERMITS
1/10/12	9. REVISED FOR PERMITS
1/10/12	10. REVISED FOR PERMITS

C-502
 SCALE: 1" = 20'
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]



NOTES:
 1. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE MASSACHUSETTS SIGNAGE MANUAL AND THE SIGNAGE MANUAL FOR THE CITY OF COCKER. THE SIGNAGE MANUAL FOR THE CITY OF COCKER IS AVAILABLE AT THE CITY ENGINEER'S OFFICE.
 2. ALL OPEN CUTS TO THE WEST ORANGE TRAIL SHALL BE REPAIRED.
 3. ALL "STANDARD OPEN CUT DETAIL" OR "BUMP CUTS".

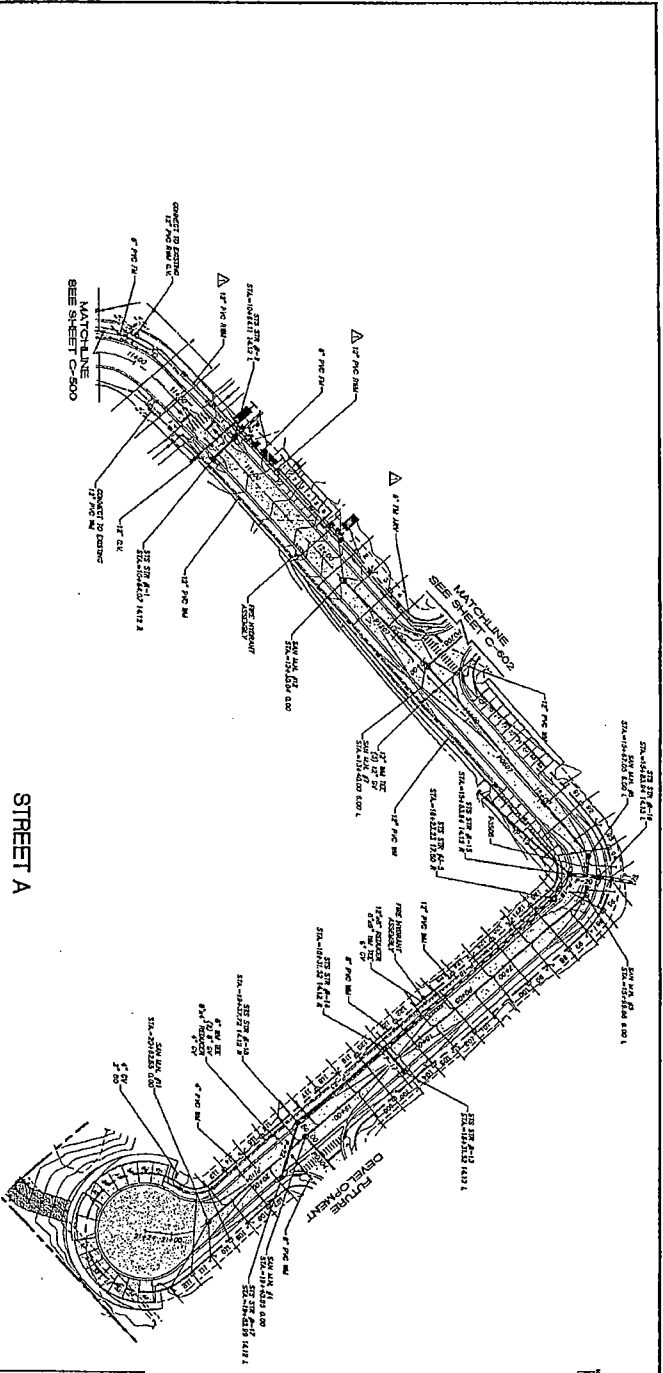
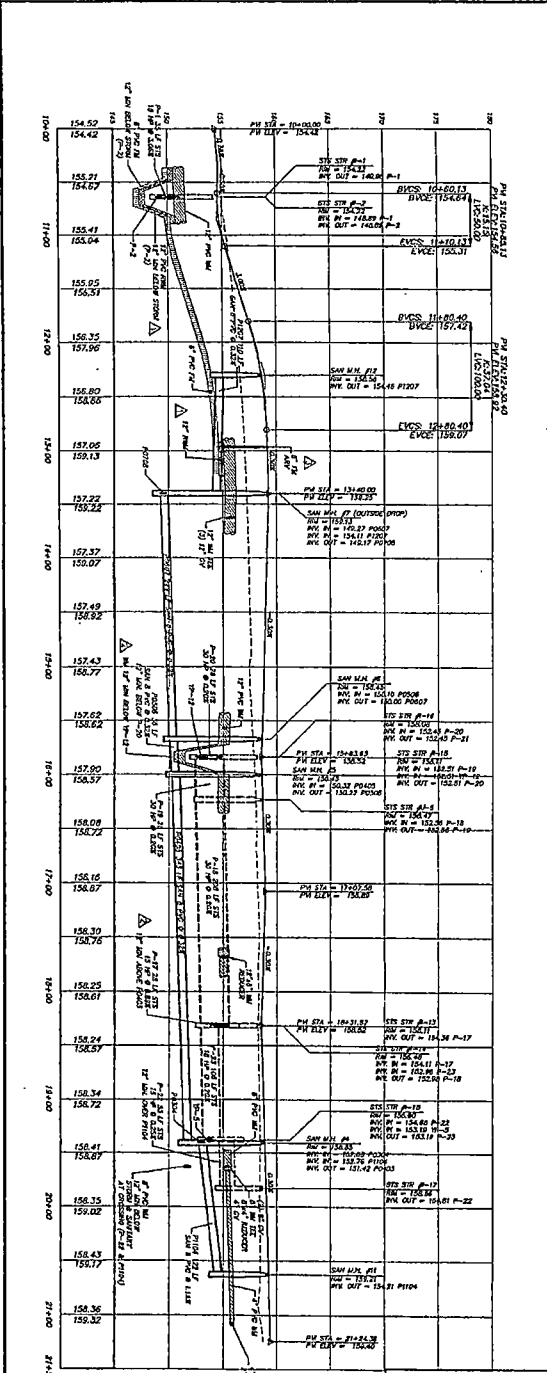
M. Shirkham
 1-24-2020



DESIGN SPEED TABLE: Δ

POSTED SPEED LIMIT	DESIGN SPEED
95 MPH	40 MPH
55 MPH	30 MPH
25 MPH	25 MPH
N/A	N/A

FOUNTAINS WEST BLVD.
 STREET 'A'
 WEST ORANGE TRAIL



KEY MAP N.T.S.

FOR THE CITY OF GOREE, FLORIDA, THE ENGINEER HAS REVIEWED THE RECORD DRAWING AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF GOREE, FLORIDA, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SEWERAGE AND WATER SUPPLY SYSTEMS. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

APPROVED: DATE: JUL 3, 2018

FOR THE CITY OF GOREE, FLORIDA, THE ENGINEER HAS REVIEWED THE RECORD DRAWING AND FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF GOREE, FLORIDA, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF SEWERAGE AND WATER SUPPLY SYSTEMS. THE ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

DATE: JUL 3, 2018

GRAPHIC SCALE
1 inch = 30 ft.

SYMBOL	DESCRIPTION
○	EXISTING MANHOLE
○	NEW MANHOLE
○	EXISTING UTILITY
○	NEW UTILITY
○	EXISTING CURB
○	NEW CURB
○	EXISTING SIDEWALK
○	NEW SIDEWALK
○	EXISTING DRIVE
○	NEW DRIVE
○	EXISTING ROAD
○	NEW ROAD
○	EXISTING FENCE
○	NEW FENCE
○	EXISTING TREE
○	NEW TREE
○	EXISTING LOT
○	NEW LOT

<p>C-501</p>	<p>DATE: JUL 3, 2018</p>	<p>ENGINEER: [Signature]</p>	<p>PROJECT: MERITAGE HOMES</p>	<p>PLAN AND PROFILE FOR GREENS AT FOREST LAKE</p>	<p>MADDEN</p>
	<p>DATE: JUL 3, 2018</p>	<p>ENGINEER: [Signature]</p>	<p>PROJECT: MERITAGE HOMES</p>	<p>CITY OF GOREE, FLORIDA</p>	<p>CIVIL ENGINEERS</p>

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

FEB 25 2020

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

ORANGE COUNTY REAL ESTATE MGMT. DIV.
ATTN: PAUL BRYAN SLADEK, ESQ.
400 E. SOUTH ST.
5TH FLOOR
ORLANDO, FL 32801

Property Appraisers Parcel Identification Numbers:

05-22-28-0000-00-016
05-22-28-0000-00-017
05-22-28-0000-00-043
06-22-28-0000-00-052

Project: West Orange Trail / Greens at Forest Lake

SPACE ABOVE THIS LINE FOR RECORDING DATA

TRAIL CROSSING EASEMENT AGREEMENT
(Greens at Forest Lake / West Orange Trail)

THIS TRAIL CROSSING EASEMENT AGREEMENT (this “**Agreement**”) is made as of the Effective Date (hereinafter defined) by and between MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, (“**Developer**”) and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**County**”).

RECITALS

A. Developer is the owner of record of fee simple title to the Developer Property (hereinafter defined) and is undertaking the development thereof for the Developer’s Intended Use (hereinafter defined).

B. County is the owner of record of fee simple title to the County Property (hereinafter defined), which County Property is currently improved with a recreational trail and other improvements, and owned, used, enjoyed, and operated by County as part of the West Orange Trail (hereinafter defined).

C. In connection with Developer’s development of the Developer Property for the Developer’s Intended Use, Developer has requested that County, and County has agreed to, grant Developer certain easements over the County Property, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants and agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties (hereinafter defined) hereby agree as follows:

ARTICLE I – RECITALS; DEFINITIONS

Section 1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference.

Section 1.2 Definitions. As used in this Agreement, the following defined terms shall have the following defined meanings:

(a) Board. The term “**Board**” shall mean and refer to the Orange County Board of County Commissioners.

(b) County Property. The term “**County Property**” shall mean and refer to the real property that is legally described on Exhibit “A” attached hereto.

(c) Developer Permittees. The term “**Developer Permittees**” shall mean and refer to: (i) Developer; (ii) the Association (hereinafter defined); (iii) future owners, occupants, tenants, subtenants, and residents of the residential units to be hereafter constructed within the Developer Property; (iv) employees, contractors, subcontractors, consultants, and other agents of Developer and the Association; and (v) the officers, directors, members, managers, stockholders, partners, trustees, fiduciaries, beneficiaries, licensees, invitees, permittees, and guests of any person set forth in subclauses (i), (ii), (iii), and/or (iv) above.

(d) Developer Property. The term “**Developer Property**” shall mean and refer to the real property that is legally described on Exhibit “B” attached hereto.

(e) Developer’s Intended Use. The term “**Developer’s Intended Use**” shall mean and refer the development and use of the Developer Property as a townhome residential subdivision and community to be known as Greens at Forest Lake.

(f) Drainage Easement Area. The term “**Drainage Easement Area**” shall mean and refer to that portion of the County Property depicted and more particularly described as “Crossing No. 1” on Exhibit “C” attached hereto, which exhibit is hereby incorporated herein by this reference.

(g) Drainage Improvements. The term “**Drainage Improvements**” shall mean and refer to that certain underground HDPE stormwater pipe as depicted on Sheet C-301 of the Plans.

(h) Driveway Easement Area. The term “**Driveway Easement Area**” shall mean and refer to that portion of the County Property depicted and more particularly described as “Crossing No. 2” on Exhibit “C” attached hereto, which exhibit is hereby incorporated herein by this reference.

(i) Driveway Improvements. The term “**Driveway Improvements**” shall mean and refer to, collectively, those improvements to be constructed within the Driveway Easement Area as depicted on Sheets C-101, C-201, C-501, C-502, and C-601 of the Plans. For avoidance of doubt, the Driveway Improvements consist primarily of: (i) a road, labelled Street A, connecting the Developer Property to the existing terminus of Fountains West Boulevard; (ii)

curbing, sidewalks, and other hardscape associated with such road; (iii) improvements, including safety measures, related to the crossing of said road across the West Orange Trail, including but not limited to pavement markings and permanent signage; (iv) an underground twelve inch (12") water main; (v) an underground six inch (6") sanitary sewer force main; and (vi) an underground eight inch (8") reclaimed water main.

(j) Easement Areas. The term "**Easement Areas**" shall mean and refer to, collectively, the Driveway Easement Area and the Drainage Easement Area.

(k) Easements. The term "**Easements**" shall mean and refer to, collectively, the Driveway Easement and the Drainage Easement.

(l) Improvements. The term "**Improvements**" shall mean and refer to, collectively, the Driveway Improvements and the Drainage Improvements.

(m) Effective Date. The term "**Effective Date**" shall mean and refer to latest of: (i) the date this Agreement is executed by Developer; (ii) the date this Agreement is executed by County; (iii) the date this Agreement is approved by the Orange County Board of County Commissioners; and (iv) the date this Agreement is recorded in the Public Records of Orange County, Florida.

(n) Notice Addresses. The term "**Notice Addresses**" shall mean and refer to:

As to Developer: Meritage Homes of Florida, Inc.
Attn: Orlando Division President
5337 Millenia Lakes Blvd., Ste. 235
Orlando, FL 32839

with a copy to: Meritage Homes
Attn: FL Regional Counsel
8800 E. Raintree Dr.
Suite 300
Scottsdale, AZ 85260

As to County: Orange County Parks and Recreation Division
Attn: Manager
Barnett Park
4801 W. Colonial Dr.
Orlando, FL 32808

with a copy to: Orange County Real Estate Management Division
Attn: Manager
400 E. South St.
5th Floor
Orlando, FL 32801

(o) Parties. The term “**Parties**” shall mean and refer to, collectively, Developer and County.

(p) Permits. The term “**Permits**” shall mean and refer to, collectively, any and all permits, approvals, licenses, authorizations, and/or entitlements of/from any and all governmental authority(ies) that will be necessary for the construction, installation, use, operation, inspection, maintenance, service, repair, and/or replacement of the Improvements for their intended use, including but not limited to: (i) Orange County permit no. 19-E-004; (ii) City of Ocoee permit no. LS-2019-002; (iii) SJRWMD permit no. 156614-1; and (iv) FDEP permit nos. FLR20CW14, 0080772-725-DSGP, and 0377697-001-DWC/CM.

(q) Plans. The term “**Plans**” shall mean and refer to those certain engineering plans, designs, specifications, and drawings for the Improvements entitled “Preliminary/Final Subdivision Plans for Greens at Forest Lake Phase 1” prepared by Madden, Moorhead & Stokes, Inc., dated August 02, 2019, and approved by the Orange County Public Works Department on August 02, 2019. Select portions of the Plans are set forth in Exhibit “D” attached hereto, which exhibit is hereby incorporated herein by this reference.

(r) West Orange Trail. The term “**West Orange Trail**” shall mean and refer to that certain multi-use recreational trail and associated amenities, which is open to the public, operated by County, and is presently approximately 22 miles in length running from the Orange County / Lake County line, through the Town of Oakland, the City of Winter Garden, the City of Ocoee, and the City of Apopka, to Welch Road.

ARTICLE II – DRIVEWAY EASEMENT

Section 2.1 Driveway Easement. County does hereby give and grant to Developer a permanent, non-exclusive easement (the “**Driveway Easement**”) over, under, on, upon, through, and across the Driveway Easement Area for the sole and exclusive purposes of: (i) Developer constructing, installing, using, operating, inspecting, maintaining, servicing, repairing, and replacing the Driveway Improvements in connection with Developer’s Intended Use; and (ii) the right of ingress, egress, access, and passage by Developer Permittees by means of the Driveway Improvements to/from the Developer Property from/to that certain public right-of-way of the City of Ocoee, Florida, known as Fountains West Boulevard.

Section 2.2 Term. The term of the Driveway Easement shall be perpetual.

Section 2.3 Reservation of Rights. County hereby reserves unto itself all other rights to use the Driveway Easement Area that are not inconsistent with the easement rights granted pursuant to this Article.

Section 2.4 Restrictions on Use of Driveway Easement. Notwithstanding any term or provision of this Agreement to the contrary, Developer hereby acknowledges and agrees that no improvements of any kind or nature, other than the Driveway Improvements, shall be constructed or installed within the Driveway Easement Area (through the exercise of rights provided by this Agreement).

ARTICLE III – DRAINAGE EASEMENT

Section 3.1 Drainage Easement. County does hereby give and grant to Developer a permanent, non-exclusive easement for drainage purposes (the “**Drainage Easement**”) over, under, on, upon, through, and across the Drainage Easement Area for the sole and exclusive purposes of: (i) Developer constructing, installing, using, operating, inspecting, maintaining, servicing, repairing, replacing, and reconstructing the Drainage Improvements in connection with Developer’s Intended Use; and (ii) the right to convey stormwater in connection with Developer’s Intended Use from the Developer Property, underground through the Drainage Improvements and the Drainage Easement, to a public stormwater management system located to the west of the Drainage Easement Area, which system is operated and maintained by the City of Ocoee, Florida.

Section 3.2 Term. The term of the Drainage Easement shall be perpetual.

Section 3.3 Reservation of Rights. County hereby reserves unto itself all other rights to use the Drainage Easement Area that are not inconsistent with the easement rights granted pursuant to this Article.

Section 3.4 Restrictions on Use of Drainage Easement. Notwithstanding any term or provision of this Agreement to the contrary, Developer hereby acknowledges and agrees that: (i) except during periods when the Drainage Improvements are being constructed, installed, inspected, maintained, serviced, repaired, replaced, or reconstructed, Developer shall make no use of the surface area of (or area above) the Drainage Easement Area; (ii) no improvements of any kind or nature, other than the Drainage Improvements, shall be constructed or installed within the Drainage Easement Area (through the exercise of rights provided by this Agreement); and (iii) the drainage rights granted herein expressly do not include any right for stormwater outfall, retention, or detention within the Drainage Easement Area.

ARTICLE IV – MAINTENANCE OF IMPROVEMENTS; SELF-HELP

Section 4.1 Maintenance of Improvements. All Improvements shall be used, operated, inspected, maintained, serviced, repaired, replaced, and/or reconstructed by Developer, at Developer’s sole cost and expense, in a good and safe state of repair and in a reasonably neat, clean, and orderly condition, ordinary wear and tear excepted, and in all events in compliance with the Permits, the Plans, County’s West Orange Trail Construction Standards, other requirements of County’s Parks and Recreation Division, and all other applicable governmental regulations and/or requirements (collectively, the “**Developer Maintenance Obligations**”).

Section 4.2 Association Assumption of Developer Obligations. At such time, if ever, as (i) a subdivision plat for Greens at Forest Lake, encompassing all of the Developer Property has been recorded in the Public Records of Orange County, Florida, (ii) a declaration of covenants (as that term is defined in Subsection 720.301(4), Florida Statutes (2019)) for Greens at Forest Lake encumbering all of the Developer Property (the “**Declaration**”), which shall have identified the Improvements as “Common Improvements” has been approved in writing by County, and thereafter recorded in the Public Records of Orange County, Florida, (iii) the homeowner’s association identified in the recorded Declaration (the “**Association**”) has been

duly formed with the Secretary of the State of Florida as a not-for-profit corporation and in accordance with Chapter 720, Florida Statutes (2019), (iv) the Declaration expressly provides for the Association's assumption of all the obligations and liabilities of Developer under this Agreement, including, without limitation, the Developer Maintenance Obligations and the indemnification and insurance obligations set forth in Article V below, (v) the Declaration provides the Association both the right and an obligation to levy assessments against the lands subject to the Declaration to provide funds for the performance and fulfillment of the Association's duties, obligations, and financial commitments, (vi) the Declaration provides the Association both the right and an obligation to assert, record, and foreclose liens against the lands subject to the Declaration to enforce the payment and collection of assessments levied by the Association pursuant to the Declaration, and (vii) the Declaration provides that the Declaration may not be amended without the joinder of County in the event that any such amendment would be in conflict with the requirements of this Agreement, then the Association shall be deemed to have assumed the duty to perform all the obligations and liabilities of Developer under this Agreement, including, without limitation, the Developer Maintenance Obligations and the indemnification and insurance obligations set forth in Article V below, and Developer shall thereafter no longer have any liability, of any nature whatsoever, for the performance thereof. For convenience, the assumption of all the obligations and liabilities of Developer under this Agreement, including, without limitation, the Developer Maintenance Obligations and the indemnification and insurance obligations set forth in Article V below, by the Association under the circumstances set forth above, when and if the same shall occur, shall be referred to as the "**Association Assumption of Developer Obligations**".

Section 4.3 County Right to Self-Help Maintenance. In the event that Developer, prior to Association Assumption of Developer Obligations, or the Association thereafter, shall fail to timely perform the Developer Maintenance Obligations in accordance with the standards required by this Agreement, then in addition to remedies of County set forth in Article VIII below, County may (but shall not be required to) deliver a notice to Developer or the Association, as applicable, setting forth the deficiencies, whereupon Developer or the Association, as applicable, shall have the period of time specified by Section 8.1 below to remedy the deficiencies, or twenty-four (24) hours, in case of emergency. In the event the deficiencies are not remedied in a commercially reasonable fashion within the applicable period, or within such twenty-four (24) hour period in case of emergency, County shall have the right (but shall not be required) to undertake all reasonably necessary maintenance, service, repair, replacement, and/or reconstruction of the Improvements ("**Self-Help Maintenance**") itself and recover from Developer or the Association, as applicable, the actual costs and expenses incurred by County in connection therewith ("**Self-Help Maintenance Costs**"). Upon County's completion of any Self-Help Maintenance, County shall submit to Developer or the Association, as applicable, a written statement setting forth the Self-Help Maintenance Costs incurred by County (the "**Statement of Self-Help Maintenance Costs**"), together with copies of such other documentation as may be reasonably necessary to substantiate completion of such Self-Help Maintenance and County's Statement of Self-Help Maintenance Costs. Within ten (10) business days after receipt from County of a Statement of Self-Help Maintenance Costs, Developer or the Association, as applicable, shall remit to County reimbursement for such Self-Help Maintenance Costs incurred.

ARTICLE V – INDEMNIFICATION AND INSURANCE

Section 5.1 Indemnification. Except for any and all claims, suits, judgments, demands, liabilities, damages, costs, and expense (including reasonable attorneys' fees prior to and upon appeal) arising solely out of, or resulting solely from, the negligent or willful acts of County, its officials, agents, and employees, Developer shall defend, indemnify, and hold harmless County and County's officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expense (including reasonable attorneys' fees prior to and upon appeal) of any kind or nature whatsoever related to the Easements to the extent directly arising out of, or to the extent caused by:

(a) the negligent use and enjoyment of any part of the Easement Areas by Developer, its directors, officers, employees, agents, contractors, or subcontractors, anyone employed by them, or anyone who acts on Developer's behalf (collectively "**Grantee's Permittees**");

(b) liens and other charges asserted against the Easement Areas and/or the County Property for any purpose whatsoever to the extent arising as a result of the actions of Developer or Developer's Permittees;

(c) claims relating to injury to persons or property occurring on or about the Easement Areas, the County Property, or adjoining lands to the extent caused by the use or control of the same by Developer or Developer's Permittees;

(d) Developer's, or Developer's Permittees', failure to properly construct, install, use, operate, inspect, maintain, service, repair, replace, and/or reconstruct any and all Improvements within the Easement Areas; and/or

(e) Developer's, or Developer's Permittees', activities over, under, on, upon, through, or across the Easement Areas, the County Property, or adjoining lands.

Section 5.2 Insurance Requirements.

(a) For as long as this Agreement is in effect, Developer shall obtain and possess:

(1) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit. Orange County, Florida shall be an additional insured on all liability policies by way of a CG 20 26- Designated Persons or Organization endorsement or its equivalent.

(2) All-risk property insurance to cover any and all improvements installed in the Easement Areas, including but not limited to the Improvements, for their full replacement value.

(3) All parties that perform work on any and all improvements in the Easement Areas, including but not limited to the Improvements, shall have Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$100,000.00 for each incident of bodily injury or disease for Employers' Liability.

(4) All parties that perform work on any and all improvements in the Easement Areas, including but not limited to the Improvements, shall have business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000.00 combined single limit (CSL) per accident. In the event that Developer does not own automobiles, Developer shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

(b) Prior to commencing construction within the Easement Areas, Developer shall provide Certificates of Insurance to County to verify coverage. The name of the project for which the Improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. The insurance coverage shall name Orange County, Florida, as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to County.

(c) Developer shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with the Easements hereby granted.

(d) Failure of Developer to maintain insurance coverage for itself or for any other persons or entities for whom it is responsible or to ensure that its contractors and subcontractors maintain coverage shall not relieve Developer of any contractual responsibility, obligation, or liability.

ARTICLE VI – PROVISIONS APPLICABLE TO ALL EASEMENTS

Section 6.1 Design, Engineering, Permitting, and Construction of Improvements. Any Improvements constructed within the Easement Areas shall be designed, engineered, permitted, and constructed by Developer, at Developer's sole cost and expense.

Section 6.2 Permits. Developer, at Developer's sole cost and expense, shall: (i) obtain all Permits prior to construction of any Improvements within any of the Easement Areas; and (ii) for so long as this Agreement is in effect, keep and maintain all Permits in full force and effect and in good standing.

Section 6.3 Plans. At no time shall any alteration of, or deviation from, the Plans be made. Any deviations from the Plans must be approved by County, with Developer being responsible for any additional construction costs that may be necessary to in order to obtain County approval.

Section 6.4 Developer Activities. All work performed and other activities undertaken by Developer within any of the Easement Areas shall: (i) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities; and (ii) be performed in a safe and workmanlike manner. Developer, at Developer's sole cost and expense, shall obtain all governmental permits and approvals, if any, required in connection with any work performed and other activities undertaken by Developer within any of the Easement Areas.

Section 6.5 Restoration of Surface. Upon completion of any activity within any of the Easement Areas, Developer shall restore and leave the Easement Areas, and the affected surface area thereof, in a clean and neat condition, and otherwise in accordance with the condition required by the Permits, the Plans, County's West Orange Trail Construction Standards, and other requirements of County's Parks and Recreation Division.

Section 6.6 No Obstruction. At no time shall Developer or any Developer Permittee, nor shall Developer permit or allow any other person to, park any vehicle, motorized or non-motorized, in the Easement Areas, or otherwise obstruct the Easement Area from being fully used by the public.

Section 6.7 Construction Liens. No rights granted herein shall permit or empower Developer to encumber the Easement Areas or any other part of the County Property with construction liens arising from the exercise by Developer of the rights granted herein. Developer shall not suffer nor permit any construction lien to be placed upon or against the Easement Areas or any other part of the County Property.

Section 6.8 Relocation of Easement Areas. At any time and from time to time in connection with future use or development of the County Property (including but not limited to future expansion and/or reconfiguration of right-of-way and/or future expansion and/or reconfiguration of the West Orange Trail), upon written notification from County, the Easements granted herein will automatically terminate to the extent necessary for County's use of the Easement Areas, and no compensation will be owed by County to Developer on account of such termination of the Easements and/or for any Improvements destroyed and/or removed in the Easement Areas. Notwithstanding the foregoing: (i) County shall cooperate with Developer to relocate, reconfigure, or modify any or all of the Easement Areas by executing an amendment to this Agreement establishing the new limits of the Easement Areas whereupon such relocated easement area(s) shall be subject to the terms hereof to the same extent as they applied to the applicable Easement Area prior to such relocation, reconfiguration, or modification; and (ii) County, at County's sole cost and expense, shall be solely responsible for the relocation, reconstruction, and/or new construction of any improvements (including but not limited to the Improvements) required in order to allow Developer to make similar use of the relocated and remaining Easement Areas, as applicable, after such relocation, reconfiguration, or modification as prior to such relocation, reconfiguration, or modification. Any such amendment of this Agreement pursuant to this Section shall be in form and substance acceptable to County and

Developer, whose approval of the same shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE VII – COVENANTS AND RESTRICTIONS

Section 7.1 **Covenants Running With The Land.** All of the covenants, terms, agreements, provisions, and restrictions set forth in this Agreement are intended to be, and shall be, construed as, covenants running with the Developer Property and the Easement Areas.

(a) The Easements set forth in this Agreement shall be easements appurtenant to the Developer Property, for the benefit and use of Developer Permittees, and each of their successors-in-interest and permitted assigns (if any), and shall be binding upon the Easement Areas and the Developer Property and shall be a covenant running with the title to the Easement Areas and the Developer Property.

(b) Except as otherwise expressly set forth in Section 4.2 above with respect to Association Assumption of Developer Obligations, any transferee of any portion of the Developer Property shall automatically be deemed, by acceptance of the title thereto after being duly recorded in the Public Records of Orange County, Florida, to have assumed all duties and obligations of Developer, if any, arising under this Agreement relating thereto and to have received an assignment of all right and benefits of this Agreement relating thereto.

Section 7.2 **Assignment.** Except as otherwise expressly set forth in Section 4.2 above with respect to Association Assumption of Developer Obligations, neither this Agreement, nor any right or obligation of any Party arising under this Agreement, may be assigned or delegated without the written consent of all Parties.

Section 7.3 **No Third-Party Beneficiaries.** Except as otherwise expressly set forth herein, no person, or entity other than the Parties shall have any rights or privileges under this Agreement, either as a third-party beneficiary or otherwise.

Section 7.4 **Governmental Authorities.** As used in this Agreement, “governmental authority” or “governmental authorities” shall mean any federal, state, county, municipal, or other governmental or quasi-governmental department or entity, or any authority, commission, board, bureau, court, community development district, water management district, or agency having jurisdiction over the Developer Property, the County Property, the West Orange Trail, and/or any portion of any of said lands, including without limitation, the United States Army Corps of Engineers, Orange County, Florida, the School Board of Orange County, Florida, the City of Ocoee, Florida, the Florida Department of Environmental Protection, and the St. Johns River Water Management District.

Section 7.5 **Applicable Laws.** Any rights granted in this Agreement shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits, and approvals, and any future modifications or amendments thereto.

ARTICLE VIII – REMEDIES AND ENFORCEMENT

Section 8.1 When a Breach becomes a Default. Except as otherwise provided by this Agreement, no breach, failure to comply with any term or provision of this Agreement, or failure of a covenant, warranty, or representation contained herein, shall be considered a “**Default**” until a non-breaching Party has provided written notice of the breach to the breaching Party and the breach had gone uncured for a period of ten (10) days; provided, however, that if such breach is of a nature that it cannot reasonably be cured within ten (10) days, then the breaching Party shall have ten (10) days from the receipt of written notice from the non-breaching Party to commence said required cure, and the amount of time reasonably necessary to complete said required cure, which reasonable time shall in no event exceed ninety (90) days from the receipt of written notice from the non-breaching Party, unless otherwise extended by the non-breaching Party in writing.

Section 8.2 All Legal and Equitable Remedies Available. In the event of a default by any Party of any of the terms or conditions hereof, the other Parties shall be entitled to relief by remedies permitted at law or in equity, including injunction and specific performance. Notwithstanding the foregoing, under no circumstances shall any party be liable for consequential, special, indirect, exemplary, or punitive damages in the event of Default by such Party hereunder.

Section 8.3 Remedies Cumulative. Subject to the limitations set forth in Section 8.2 above, any remedies specifically provided by this Agreement shall be cumulative with and in addition to all other remedies permitted at law or in equity.

Section 8.4 No Termination For Breach. Notwithstanding any other term or provision of this Agreement to the contrary, no breach hereunder shall entitle any party to unilaterally cancel, rescind, or otherwise terminate this Agreement.

Section 8.5 Attorney’s Fees. The parties expressly agree that each party shall bear the cost of its own attorney and legal fees in connection with any dispute arising out of this Agreement, or the breach, enforcement, or interpretation of this Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings.

Section 8.6 Venue. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

Section 8.7 WAIVER OF JURY TRIAL. 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.

Section 8.8 Continuing Lien; Delinquent Payments. Subject to the terms, conditions and limitations set forth below, this Agreement shall serve as a continuing lien against the Developer Property as applicable, for the purposes of securing payment to County of the Self-Help Maintenance Costs, and any interest thereon (the “**Self Help Remedies Lien**”).

(a) Any Self Help Remedies Lien may be foreclosed in the same manner as the foreclosure of a Chapter 713 Claim of Lien under Florida law, shall attach and relate back to the date of recording of this Agreement, and be subject to being transferred to cash or bond pursuant to Fla. Stat. s. 713.24. In the event that Developer and/or the Association, following Association Assumption of Developer Obligations, fails to remit to County any funds, or any portion thereof, required to be remitted to County pursuant to this Agreement (whether pursuant to Section 4.3 above, or otherwise) by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida; and (ii) County may, but shall not be required to, record a notice of a Self Help Remedies Lien in the Public Records of Orange County, Florida, to provide public notice of the lien provided by this Section and public notice of Developer and/or Association’s asserted delinquency hereafter. The remedies provided by this Section shall not be subject to the provisions of Section 8.1 above, but shall be cumulative with, and in addition to, all other remedies permitted by this Agreement, at law, or in equity.

(b) Notwithstanding any language in this Agreement to the contrary, from and after such time as Association Assumption of Developer Obligations has occurred, the encumbrance, operation, and legal effect of a Self Help Remedies Lien shall encumber only the Association’s common area (as that term is defined in Subsection 720.301(2), Florida Statutes (2019)).

Section 8.9 Sovereign Immunity. For avoidance of doubt, nothing in this Agreement shall constitute, or be deemed or construed as, a waiver of sovereign immunity or limits of liability by County, including its elected officials, officers, employees, or agents, beyond the statutory limited waiver of immunity or limits of liability set forth in Section 768.28, Florida Statutes (2019).

ARTICLE IX – MISCELLANEOUS

Section 9.1 Complete Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any prior understandings, whether written or oral, with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, representations, or warranties among the Parties other than those set forth herein or herein provided for.

Section 9.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

Section 9.3 Modification. This Agreement may be altered, amended, or modified only by written instrument recorded in the Public Records of Orange County, Florida, executed by Developer (and, if applicable, all of Developer’s respective successors-in-interest, or the

Association in the event the Association Assumption of Developer Obligations has occurred) and County.

Section 9.4 Waiver. No consent or waiver, express or implied, by any Party to or of any breach or default by the other in the performance by the other of its obligations hereunder shall be deemed or construed to be a consent or a waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such person of its rights hereunder.

Section 9.5 Section Headings. The headings preceding the sections of this Agreement are for convenience only and shall not be considered in the construction or interpretation of this Agreement.

Section 9.6 Gender and Number. All personal pronouns used whether in the masculine, feminine, or neuter gender, shall include all other genders. The singular shall include the plural and the plural shall include the singular unless the context shall indicate or specifically provide to the contrary.

Section 9.7 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of the Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event a valid, legal, and enforceable provision cannot be crafted, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Section 9.8 Drafting; Negotiation. All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which Party is deemed to have drafted the Agreement.

Section 9.9 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

Section 9.10 Governing Law. This Agreement shall be governed by, construed, and enforced under the internal laws of the State of Florida without giving effect to the rules and principles governing the conflicts of laws.

Section 9.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or holiday. The last day of any period of time described herein shall be deemed to end at 6:00 p.m. local time in Orlando, Florida. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103.

Section 9.12 Time. Time is of the essence with respect to this Agreement.

Section 9.13 Notices. Any notice to be given to or served upon any Party hereto, in connection herewith, must be in writing, sent to the appropriate Notice Address for such Party, and may be given by hand delivery; certified mail, return receipt requested; or guaranteed overnight delivery service; and shall be deemed to have been given when actually received by the intended recipient.

(a) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or by guaranteed overnight delivery service, shall be returned to the sender as “unclaimed”, then notice shall be deemed to have been given upon the sender’s receipt of the returned, “unclaimed” notice.

(b) Notwithstanding the foregoing, if any notice sent by certified mail, return receipt requested, or guaranteed overnight delivery service, shall be returned to sender as “undeliverable” because the recipient has changed its mailing address and failed to provide the sender with an updated mailing address, then notice shall be deemed to have been given upon the sender’s receipt of the returned, “undeliverable” notice. It shall be the duty of each Party to this Agreement to notify all other Parties to this Agreement of any change in that Party’s Notice Address.

(c) The Parties acknowledge and agree that their respective legal counsel shall be permitted to deliver notices on behalf of their respective clients.

Section 9.14 Currency. All payments made or to be made under or pursuant to this Agreement, if any, shall be in the lawful money of the United States of America for the payment of public and private debts and no other money or currency.

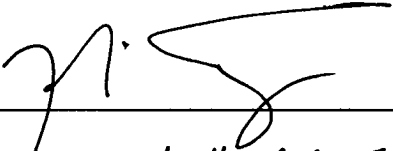
[signature pages and exhibits follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

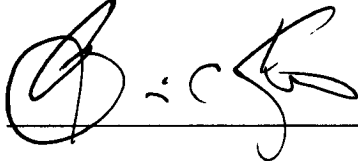
“DEVELOPER”

Signed, sealed, and delivered
in the presence of:

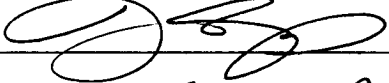
MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation



Print Name: NICHOLAS EVERLY

By: 

Print Name: BRIAN KITTLE



Print Name: JEREMY CAMP

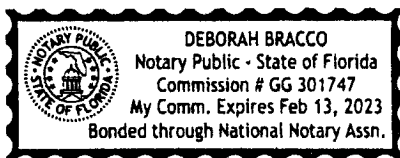
Title: DIVISION PRESIDENT
Date: 02/26/2020


STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26TH day of FEBRUARY, 2020, by BRIAN KITTLE, as DIVISION PRESIDENT of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me OR _____ has produced _____ as identification.

[AFFIX NOTARY SEAL]





Notary Public

DEBORAH BRACCO

Print Name

My Commission Expires: 2/13/2023

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date and year first written above.

“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: 2/25/2020

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

BY: *Craig A. Stopyra*
for Deputy Clerk
Craig A. Stopyra
Printed Name



EXHIBIT "A"

Legal Description of the County Property

(see attached one (1) legal and sketch of description totaling two (2) pages)

EXHIBIT "A"

PARCEL 182:

A STRIP OF LAND 50 FEET IN WIDTH ALONG THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN DEED BOOK 736, PAGE 273, OF THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; ALSO BEING THE EAST 50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 22 SOUTH, RANGE 28 EAST; LESS THE SOUTH 30 FEET THEREOF; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

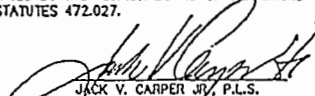
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 04°07'53" WEST ALONG THE EAST LINE OF SAID SECTION 1161.38 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6; SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 04°07'53" WEST ALONG SAID EAST LINE 1290.44 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF WEST ROAD; THENCE SOUTH 86°38'36" WEST ALONG SAID NORTH RIGHT-OF-WAY 50.43 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID EAST 50 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6; THENCE NORTH 04°07'53" EAST ALONG SAID WEST LINE 1290.55 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6; THENCE NORTH 86°46'40" EAST ALONG SAID NORTH LINE 50.42 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 1.481 ACRES, MORE OR LESS.

OR Bk 4938 Pg 4529
Orange Co FL 534100

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS PREPARED UNDER OUR DIRECTION IN NOVEMBER, 1994. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN RULE 61G17-6 (F.A.C.) ADOPTED BY THE FLORIDA BOARD OF SURVEYORS & MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.


JACK V. CARPER JR., P.L.S.
FLORIDA REGISTRATION NO. 3598

THIS IS NOT A SURVEY.

(SEE SHT. 2 OF 2 FOR SKETCH)

PREPARED FOR:

ORANGE COUNTY
FLORIDA

1-30-95	JVC	PARCEL DIMENSIONS
DATE	BY	DESCRIPTION

REVISION

FIELD BOOK _____ PG. _____
SURVEY _____
FOUNDATION _____
FINAL _____

REPS

REGIONAL ENGINEERS, PLANNERS AND SURVEYORS, INC.
817 N. GARLAND AVE., ORLANDO, FL. 32801
407/841-7377 FAX: 407/841-4310

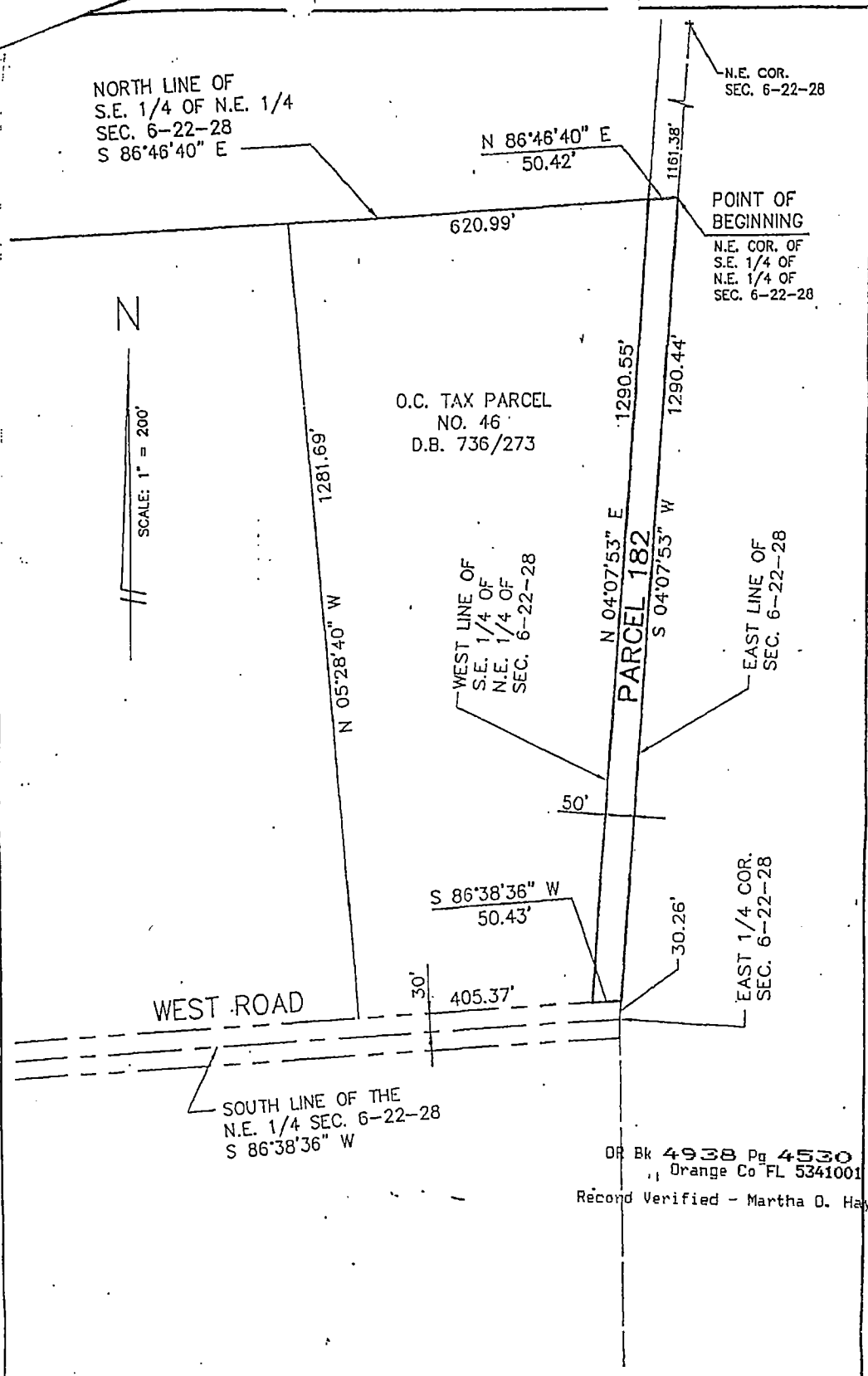
DRAWN BY: J.V.C.
DATE: 12-19-94

CHKD. BY: C.B.G.
DATE: 12-20-94

JOB No.
91-452

SCALE:
AS SHOWN

SHT. 1
OF 2



NORTH LINE OF
S.E. 1/4 OF N.E. 1/4
SEC. 6-22-28
S 86°46'40" E

N.E. COR.
SEC. 6-22-28

N 86°46'40" E
50.42'

POINT OF
BEGINNING

N.E. COR. OF
S.E. 1/4 OF
N.E. 1/4 OF
SEC. 6-22-28

620.99'

N

SCALE: 1" = 200'

O.C. TAX PARCEL
NO. 46
D.B. 736/273

1281.69'

1290.55'

1290.44'

N 05°28'40" W

WEST LINE OF
S.E. 1/4 OF
N.E. 1/4 OF
SEC. 6-22-28

N 04°07'53" E

PARCEL 182

S 04°07'53" W

EAST LINE OF
SEC. 6-22-28

50'

S 86°38'36" W
50.43'

EAST 1/4 COR.
SEC. 6-22-28

WEST ROAD

30'

405.37'

30.26'

SOUTH LINE OF THE
N.E. 1/4 SEC. 6-22-28
S 86°38'36" W

OR Bk 4938 Pg 4530
Orange Co FL 5341001

Record Verified - Martha D. Haynie

PREPARED FOR:					
ORANGE COUNTY FLORIDA		1-30-95	JVC	PARCEL DIMENSIONS	
		DATE	BY	DESCRIPTION	
REPS REGIONAL ENGINEERS, PLANNERS AND SURVEYORS, INC. 817 N. CARLAND AVE., ORLANDO, FL 32801 407/841-7377		REVISION			
		FIELD BOOK _____ PG. _____			
		SURVEY _____			
		FOUNDATION _____			
DRAWN BY: J.V.C.	CHKD. BY: C.B.G.	JOB No.	SCALE:	SHT. 2	
DATE: 12-19-94	DATE: 12-20-94	91-452	AS SHOWN	OF 2	FINAL _____

EXHIBIT "B"

Legal Description of the Developer Property

Parcel 1:

A portion of the Northwest ¼ of Section 5, Township 22 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 5; thence run North 84°37' 17" East along the North line of said Section 5, a distance of 1328.51 feet to the Northeast corner of the Northwest ¼ of the Northwest ¼ of said Section 5; thence run South 02°44' 11" West along the East line of the West ½ of the Northwest ¼ of said Section 5, a distance of 1347.64 feet for the Point of Beginning; thence continue South 02°44' 11" West, along the East line of the West ½ of the Northwest ¼ of said Section 5, a distance of 527.57 feet to a point on a curve, concave Northwesterly, having a radius of 1759.86 feet and a central angle of 32°51' 50" ; thence departing the East line of the West ½ of the Northwest ¼ of said Section 5, from a tangent bearing of South 27°35' 43" West run Southwesterly along the arc of said curve, a distance of 1009.43 feet to a point on said curve; thence departing said curve run South 73°33' 19" West 32.14 feet to the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of said Section 5; thence North 03°24' 25" East along the West line of the East ½ of the Southwest ¼ of the Northwest ¼ of said Section 5, a distance of 1233.83 feet to the North line of the Southwest ¼ of the Northwest ¼ of said Section 5; thence run North 88°16' 38" East along the North line of the Southwest ¼ of the Northwest ¼ of said Section 5, a distance of 674.96 feet to the Point of Beginning.

AND Parcel 2:

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida.

Less and Except:

Begin at the NW corner of the SW 1/4 of the NW 1/4 of Section 5, Township 22 South, Range 28 East, run thence Southerly on West line of said Section 200 feet; thence South 87°53'03" East 40 feet; thence Northwesterly 204 feet, more or less to the Point of Beginning.

Also, Less and Except:

Begin at a point 30 feet North of the SW corner of the West 1/2 of the SW 1/4 of NW 1/4 of Section 5, Township 22 South, Range 28 East, proceed North 89°16'00" East 400 feet; thence North 550 feet; thence Westerly 400 feet; thence Southerly 558 feet along the West line to the Point of Beginning.

AND Parcel 3:

BEGIN at the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 5, Township 22 South, Range 28 East, Orange County, Florida; run thence Southerly on the West line of said Section 200 feet; thence South 87°53'03" East 40.00 feet; thence Northwesterly 204 feet more or less, to the POINT OF BEGINNING.

EXHIBIT "C"

Legal Description of the Easement Areas

(see attached one (1) legal and sketch of description totaling three (3) pages)

Legal Description

Crossing No. 1

A portion of the West Orange Trail, as recorded in Official Records Book 4938, Page 4527, Public Records of Orange County, Florida, located in the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the northeast corner of Parcel 1, ARBOURS AT CROWN POINT, according to the plat thereof, as recorded in Plat Book 94, Pages 88 and 89, Public Records of Orange County, Florida; thence run S 04°07'23" W, along the westerly line of said West Orange Trail, a distance of 5.94 feet for the POINT OF BEGINNING; thence run S 88°50'22" E, a distance of 50.07 feet to a point on the easterly line of said trail; thence run S 04°07'23" W, along said easterly line, a distance of 20.03 feet; thence, departing the easterly line of said trail, run N 88°50'22" W, a distance of 50.07 feet to a point on the westerly line of said trail; thence run N 04°07'23" E, along said westerly line, a distance of 20.03 feet to the POINT OF BEGINNING.

Containing 0.023 acres (1,001 square feet), more or less.

Crossing No. 2

A portion of the West Orange Trail, as recorded in Official Records Book 4938, Page 4527, Public Records of Orange County, Florida, located in the Southeast 1/4 of the Northeast 1/4 of Section 6, Township 22 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the southeast corner of Parcel 1, ARBOURS AT CROWN POINT, according to the plat thereof, as recorded in Plat Book 94, Pages 88 and 89, Public Records of Orange County, Florida; thence run N 89°56'24" E, a distance of 50.13 feet to a point on the easterly line of said West Orange Trail; thence run S 04°07'23" W, along said easterly line, a distance of 60.16 feet; thence, departing the easterly line of said trail, run S 89°56'24" W, a distance of 50.13 feet to a point on the westerly line of said trail; thence run N 04°07'23" E, along said westerly line, a distance of 60.16 feet to the POINT OF BEGINNING.

Containing 0.069 acres (3,008 square feet), more or less.

Not a Boundary Survey.

The legal descriptions were prepared by the Surveyor.

See Sheets 2 and 3 for sketches.

SKETCH OF DESCRIPTION ONLY – NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

of lands situated in

Section 6, Township 22 South, Range 28 East
Orange County, Florida

 <p>GANUNG - BELTON ASSOCIATES, INC. professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656</p>	PREPARED FOR: Meritage Homes	JOB NO. 1701.8	SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY. GBA LB No. 7194 ----- R. CLAYTON GANUNG REG. P.L.S. NO. 4236
		SHEET 1 of 3	
		DATE 3/04/19 REV. 10/10/19	
		SCALE As Noted	

unplatted

50'

See
Detail "A"

TRACT 1

Crossing No. 1



unplatted

basis of bearings (assumed)

West Orange Trail

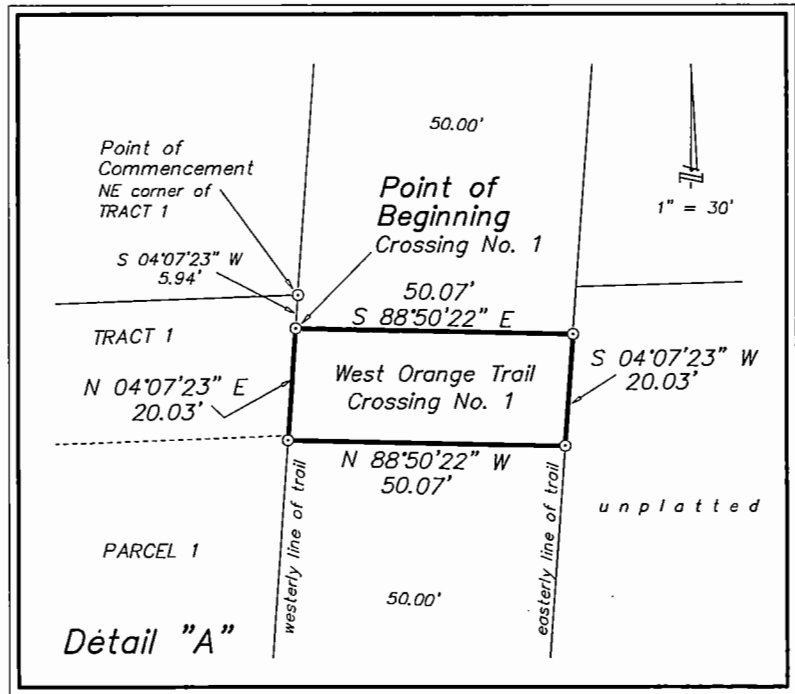
O.R.B. 4938, Page 4527

east line of the SE 1/4 of the NE 1/4 of Section 6-22-28

PARCEL 1

ARBOURS AT CROWN POINT
Plat Book 94, Pages 88 and 89

50'



Fountains West
Boulevard

Crossing No. 2

See Detail "B" on Sheet 3

Sheet 2 of 3

See Sheet 1 of 3 for legal description.

(GBA Job No. 1701.8)

PARCEL 1
 ARBOURS AT CROWN POINT
 Plat Book 94, Pages 88 and 89

50'

Fountains West
 Boulevard

See
 Detail "B"

unplatted



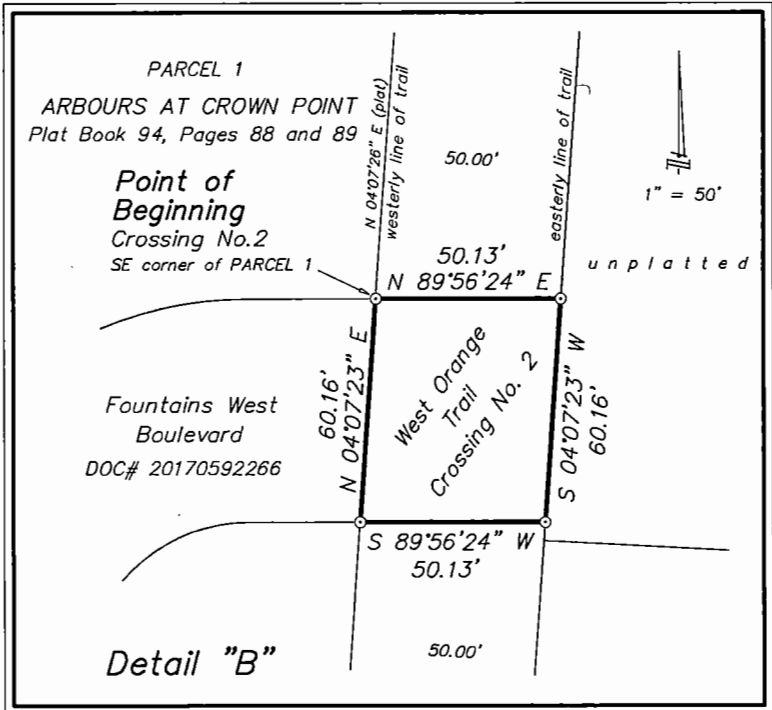
basis of bearings (assumed)

West Orange Trail

O.R.B. 4938, Page 4527

east line of the SE 1/4 of the NE 1/4 of Section 6-22-28

unplatted



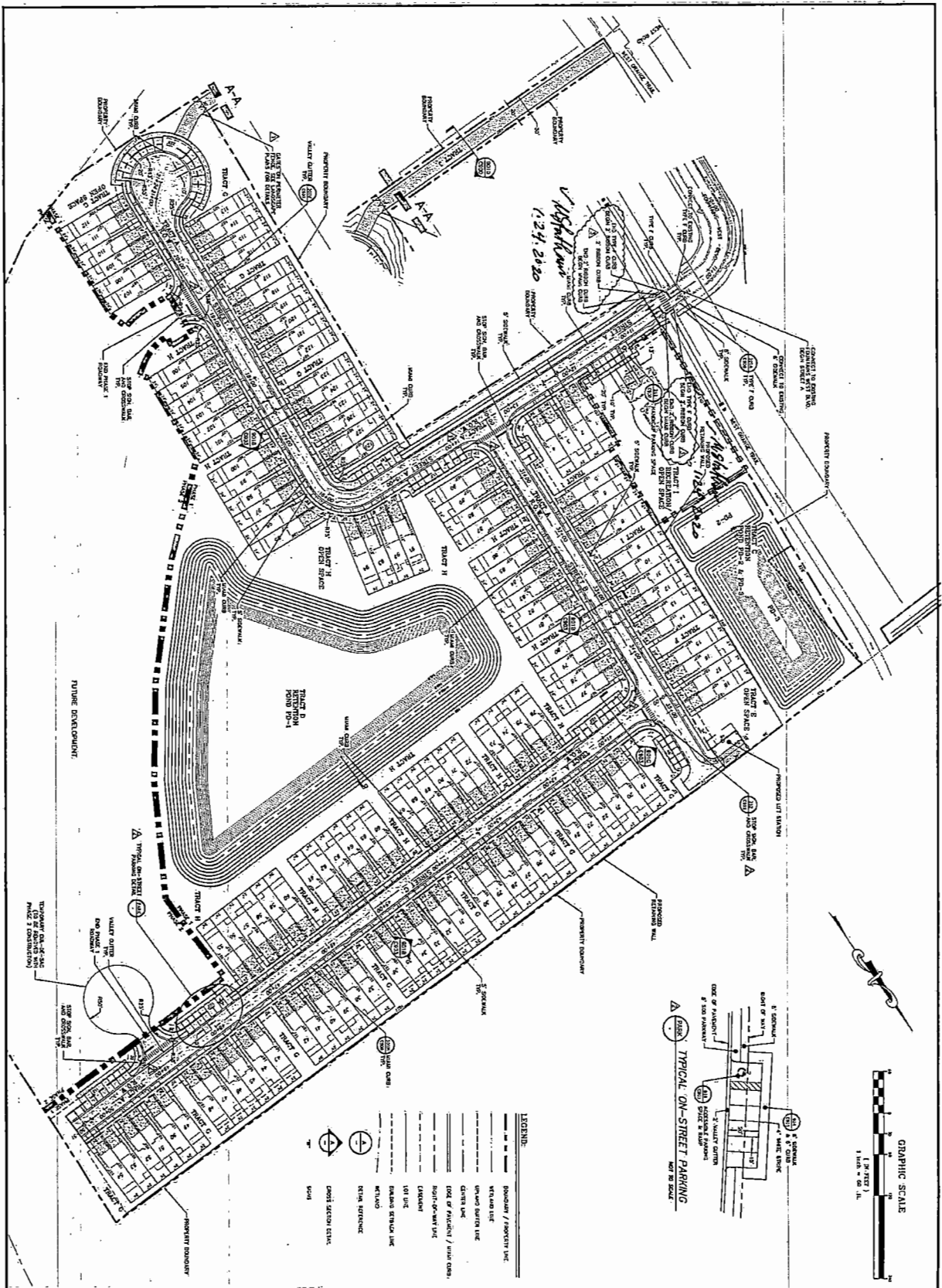
West Road

SE corner of
 the SE 1/4 of
 the NE 1/4 of
 Section 6-22-28

EXHIBIT "D"

Select Plan Pages

(see attached six (6) pages)



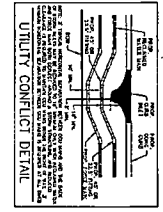
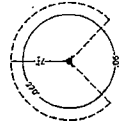
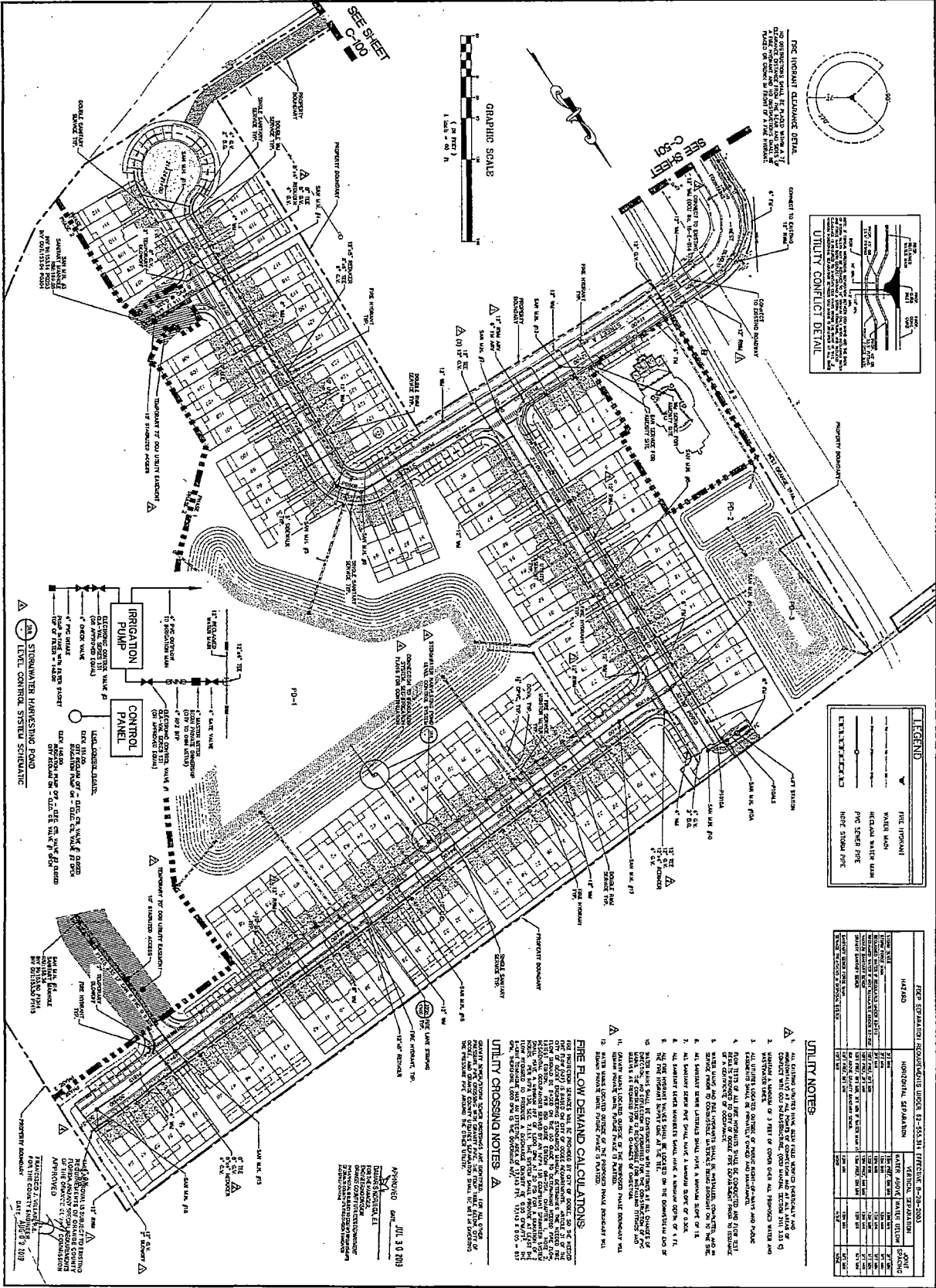
DATE	REVISIONS

ENGINEER
BRENNAN S. DEWITT
NO. 79432
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER

MERITAGE HOMES
5337 WILLOW LAKES BLVD., SUITE 210
ORLANDO, FLORIDA 32837
352-505-1000

SITE PLAN
FOR
GREENS AT FOREST LAKE
CITY OF ORCUTT
FLORIDA

MADDEN
CONSULTING ENGINEERS
101 W. HARRIS AVENUE
HARRIS, TEXAS 77338
(281) 881-5500



LEGEND

—	12" HDPE	12" HDPE
—	12" PVC	12" PVC
—	12" CPVC	12" CPVC
—	12" HDPE	12" HDPE
—	12" HDPE	12" HDPE

TABLE 1: FIRE FLOW DEMAND CALCULATIONS

ITEM	REMARKS	UNIT	AMOUNT	TOTAL	
				AMOUNT	UNIT
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

FIRE FLOW DEMAND CALCULATIONS

1. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

2. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

3. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

4. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

5. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

6. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

7. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

8. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

9. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

10. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

11. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

12. ALL EXISTING AND NEW BUILDINGS SHALL BE PROVIDED WITH A FIRE FLOW DEMAND OF 100 GPM AT 150 PSI FOR THE ENTIRE LIFE OF THE BUILDING. THE FIRE FLOW DEMAND SHALL BE BASED ON THE LATEST EDITION OF THE INTERNATIONAL FIRE CODE.

UTILITY CROSSING NOTES

1. ALL EXISTING AND NEW UTILITIES SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 10 FEET OVER ALL EXISTING AND NEW UTILITIES.

2. ALL EXISTING AND NEW UTILITIES SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 10 FEET OVER ALL EXISTING AND NEW UTILITIES.

3. ALL EXISTING AND NEW UTILITIES SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 10 FEET OVER ALL EXISTING AND NEW UTILITIES.

4. ALL EXISTING AND NEW UTILITIES SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 10 FEET OVER ALL EXISTING AND NEW UTILITIES.

5. ALL EXISTING AND NEW UTILITIES SHALL BE PROVIDED WITH A MINIMUM CLEARANCE OF 10 FEET OVER ALL EXISTING AND NEW UTILITIES.

APPROVED: **JUL 30 2018**
 ENGINEER: **BERNARD S. BERNARDI, P.E.**
 PROJECT NO.: **18-000774**

<p>MADDEN CIVIL ENGINEERS 401 E. LAKEVIEW AVENUE WEST PALM BEACH, FL 33411 (561) 835-2270</p>	<p>GREENS AT FOREST LAKE</p> <p>UTILITY PLAN</p> <p>FOR</p> <p>GREENS AT FOREST LAKE</p>	<p>MERITAGE HOMES 5537 WILLOW LANE SW, SUITE 410 WEST PALM BEACH, FL 33411 (561) 284-1911</p>	<p>C-201</p>						
	<p>DATE REVISIONS</p> <table border="1"> <tr> <td>NO. 1</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> <tr> <td>1</td> <td>7/30/18</td> <td>ISSUED FOR PERMIT</td> </tr> </table>	NO. 1	DATE	DESCRIPTION	1	7/30/18	ISSUED FOR PERMIT	<p>ENGINEER BERNARD S. BERNARDI, P.E. 18-000774-452</p>	<p>DATE APPROVED</p> <p>7/30/18 JUL 30 2018</p>
NO. 1	DATE	DESCRIPTION							
1	7/30/18	ISSUED FOR PERMIT							



MADDEN CIVIL ENGINEERS
 414 S. Main Street
 Portland, Oregon 97204
 Phone: 503-224-8330

DRAINAGE PLAN
 FOR
GREENS AT FOREST LAKE
 CITY OF COCOA

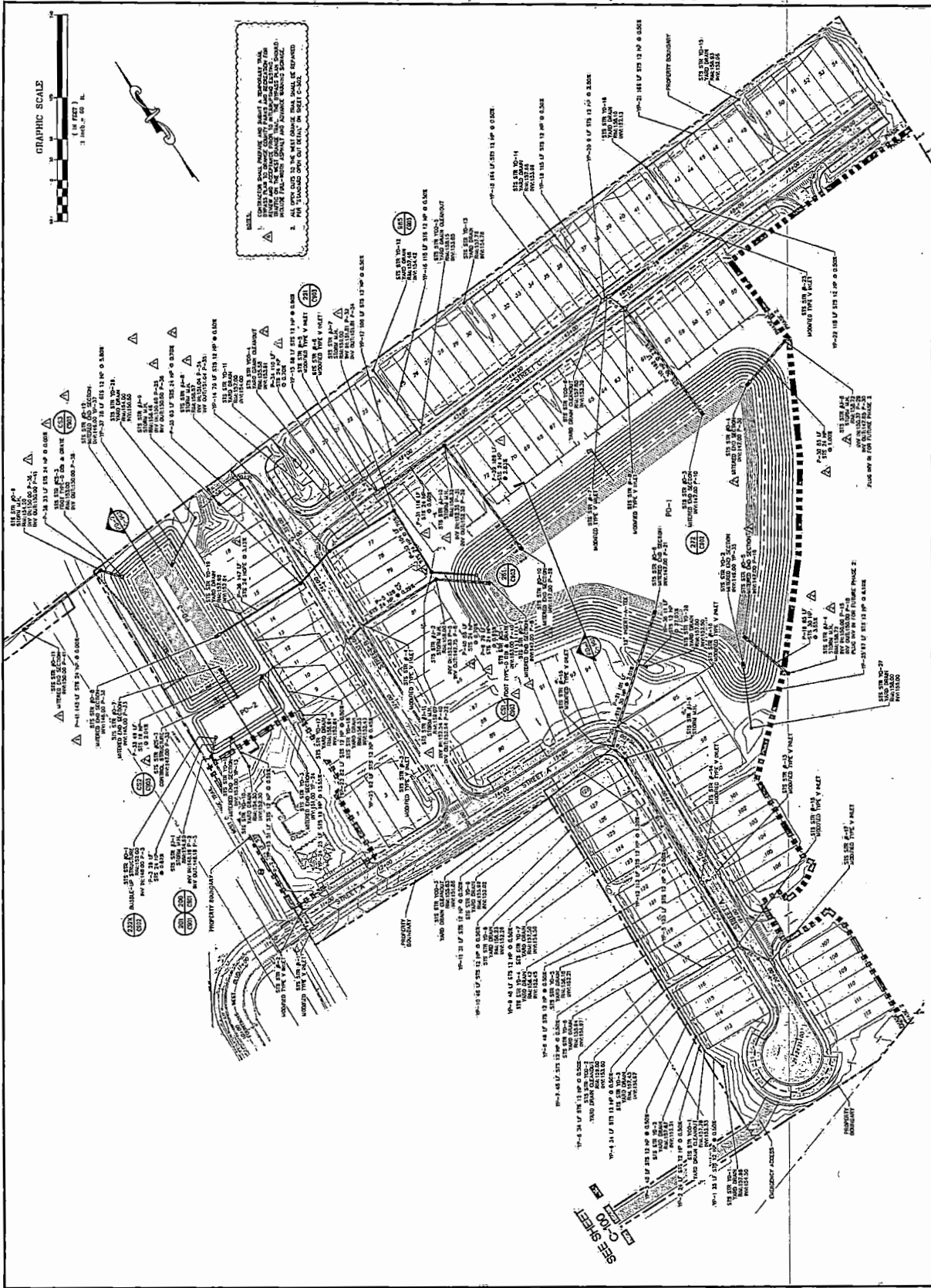
MERRIAGE HOMES
 3337 MERRIAGE LANE, N.W. ST. 410
 COCOA, FLORIDA 32929
 (407) 224-1818



DATE REVISIONS

NO.	DATE	REVISIONS
1	11/15/07	PRELIMINARY PLAN
2	12/20/07	REVISED PLAN
3	01/10/08	REVISED PLAN
4	02/15/08	REVISED PLAN
5	03/10/08	REVISED PLAN
6	04/10/08	REVISED PLAN
7	05/10/08	REVISED PLAN
8	06/10/08	REVISED PLAN
9	07/10/08	REVISED PLAN
10	08/10/08	REVISED PLAN
11	09/10/08	REVISED PLAN
12	10/10/08	REVISED PLAN
13	11/10/08	REVISED PLAN
14	12/10/08	REVISED PLAN
15	01/10/09	REVISED PLAN
16	02/10/09	REVISED PLAN
17	03/10/09	REVISED PLAN
18	04/10/09	REVISED PLAN
19	05/10/09	REVISED PLAN
20	06/10/09	REVISED PLAN
21	07/10/09	REVISED PLAN
22	08/10/09	REVISED PLAN
23	09/10/09	REVISED PLAN
24	10/10/09	REVISED PLAN
25	11/10/09	REVISED PLAN
26	12/10/09	REVISED PLAN
27	01/10/10	REVISED PLAN
28	02/10/10	REVISED PLAN
29	03/10/10	REVISED PLAN
30	04/10/10	REVISED PLAN
31	05/10/10	REVISED PLAN
32	06/10/10	REVISED PLAN
33	07/10/10	REVISED PLAN
34	08/10/10	REVISED PLAN
35	09/10/10	REVISED PLAN
36	10/10/10	REVISED PLAN
37	11/10/10	REVISED PLAN
38	12/10/10	REVISED PLAN
39	01/10/11	REVISED PLAN
40	02/10/11	REVISED PLAN
41	03/10/11	REVISED PLAN
42	04/10/11	REVISED PLAN
43	05/10/11	REVISED PLAN
44	06/10/11	REVISED PLAN
45	07/10/11	REVISED PLAN
46	08/10/11	REVISED PLAN
47	09/10/11	REVISED PLAN
48	10/10/11	REVISED PLAN
49	11/10/11	REVISED PLAN
50	12/10/11	REVISED PLAN
51	01/10/12	REVISED PLAN
52	02/10/12	REVISED PLAN
53	03/10/12	REVISED PLAN
54	04/10/12	REVISED PLAN
55	05/10/12	REVISED PLAN
56	06/10/12	REVISED PLAN
57	07/10/12	REVISED PLAN
58	08/10/12	REVISED PLAN
59	09/10/12	REVISED PLAN
60	10/10/12	REVISED PLAN
61	11/10/12	REVISED PLAN
62	12/10/12	REVISED PLAN
63	01/10/13	REVISED PLAN
64	02/10/13	REVISED PLAN
65	03/10/13	REVISED PLAN
66	04/10/13	REVISED PLAN
67	05/10/13	REVISED PLAN
68	06/10/13	REVISED PLAN
69	07/10/13	REVISED PLAN
70	08/10/13	REVISED PLAN
71	09/10/13	REVISED PLAN
72	10/10/13	REVISED PLAN
73	11/10/13	REVISED PLAN
74	12/10/13	REVISED PLAN
75	01/10/14	REVISED PLAN
76	02/10/14	REVISED PLAN
77	03/10/14	REVISED PLAN
78	04/10/14	REVISED PLAN
79	05/10/14	REVISED PLAN
80	06/10/14	REVISED PLAN
81	07/10/14	REVISED PLAN
82	08/10/14	REVISED PLAN
83	09/10/14	REVISED PLAN
84	10/10/14	REVISED PLAN
85	11/10/14	REVISED PLAN
86	12/10/14	REVISED PLAN
87	01/10/15	REVISED PLAN
88	02/10/15	REVISED PLAN
89	03/10/15	REVISED PLAN
90	04/10/15	REVISED PLAN
91	05/10/15	REVISED PLAN
92	06/10/15	REVISED PLAN
93	07/10/15	REVISED PLAN
94	08/10/15	REVISED PLAN
95	09/10/15	REVISED PLAN
96	10/10/15	REVISED PLAN
97	11/10/15	REVISED PLAN
98	12/10/15	REVISED PLAN
99	01/10/16	REVISED PLAN
100	02/10/16	REVISED PLAN

C-301



SEE SHEET
 C-302



OFF-SITE UTILITY PLAN + PROFILE
GREENS AT FOREST LAKE
 FOR
MERRIAGE HOMES

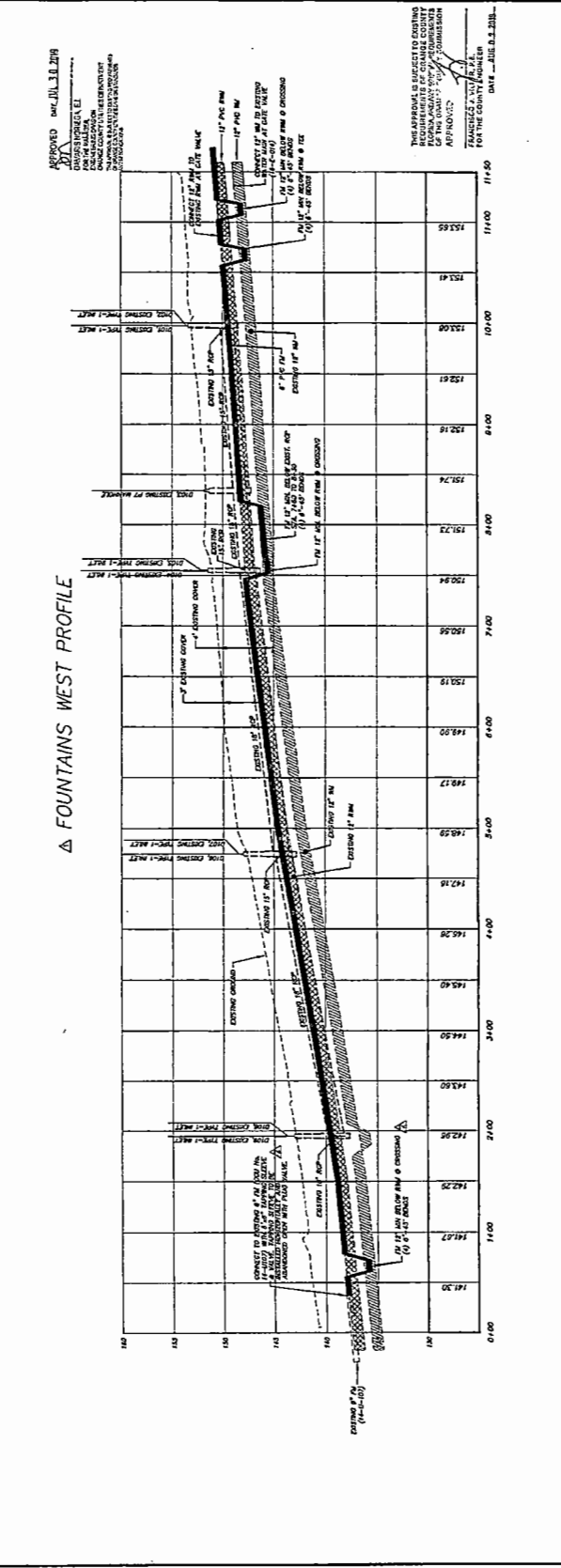
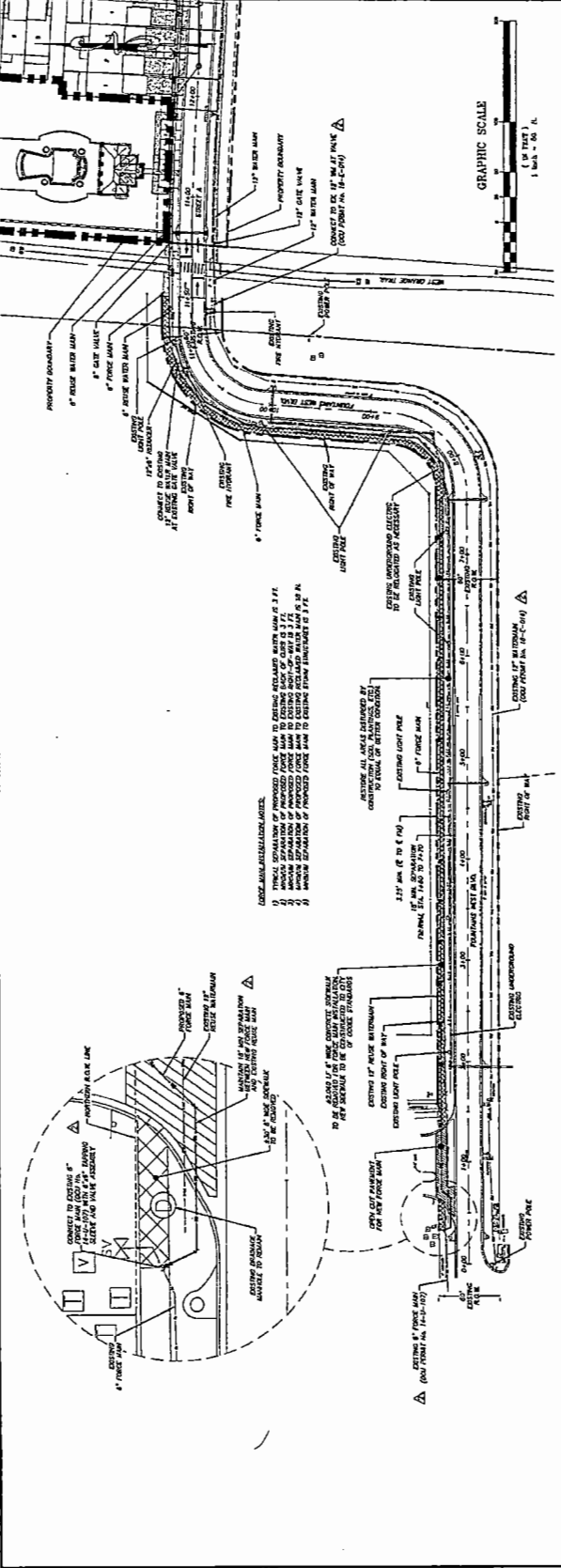
DATE: 11-27-11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: [Number]



NO.	DATE	REVISIONS

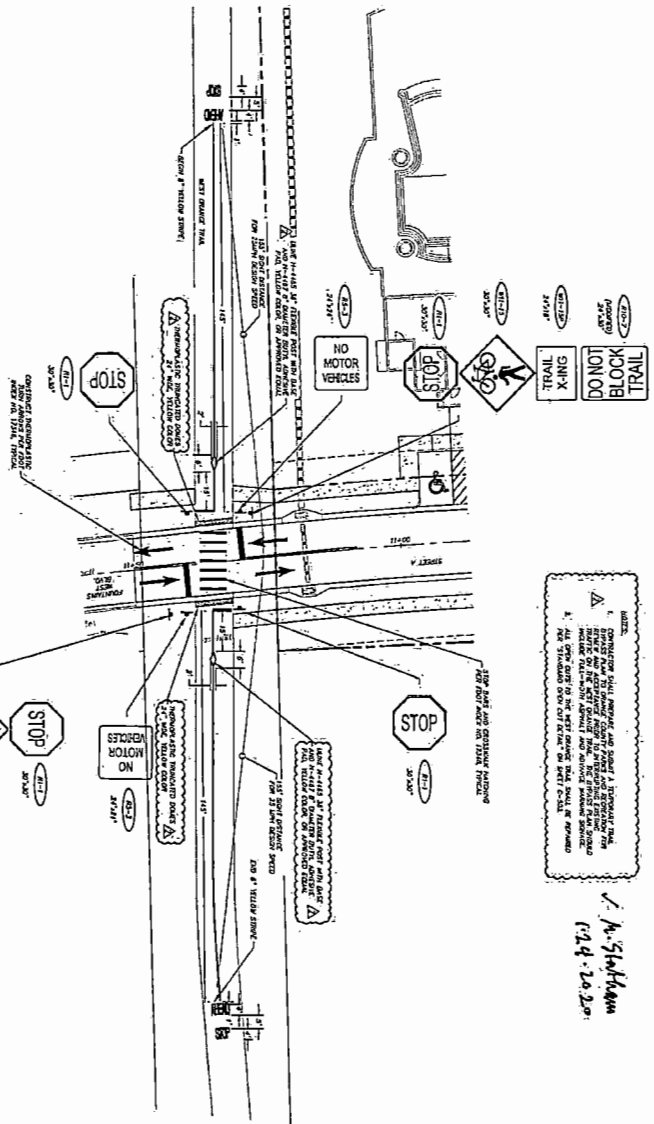
APPROVED: [Signature]
 PROJECT NO: [Number]
 DATE: [Date]

C-501



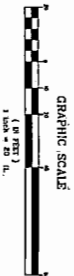
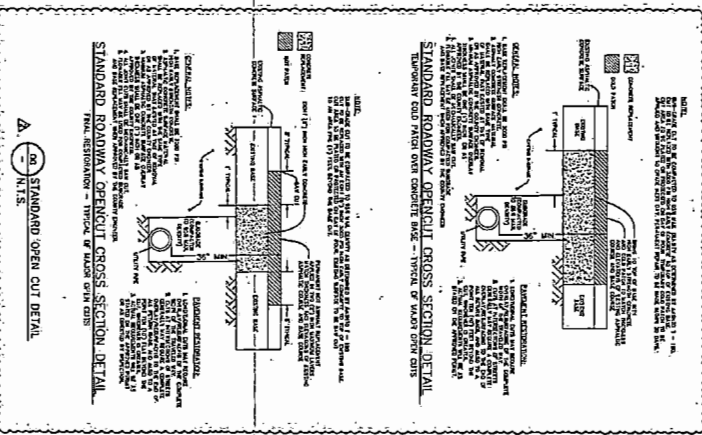
DESIGN SPEED TABLE: A

DESIGN SPEED	POSTED SPEED LIMIT
40 MPH	35 MPH
30 MPH	25 MPH
25 MPH	N/A

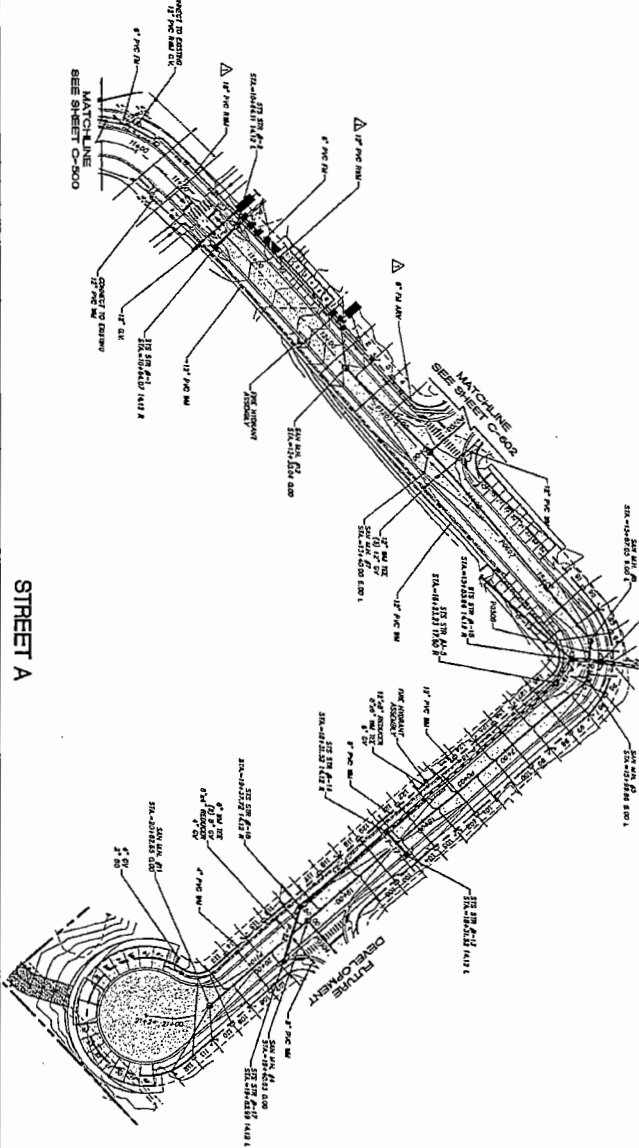
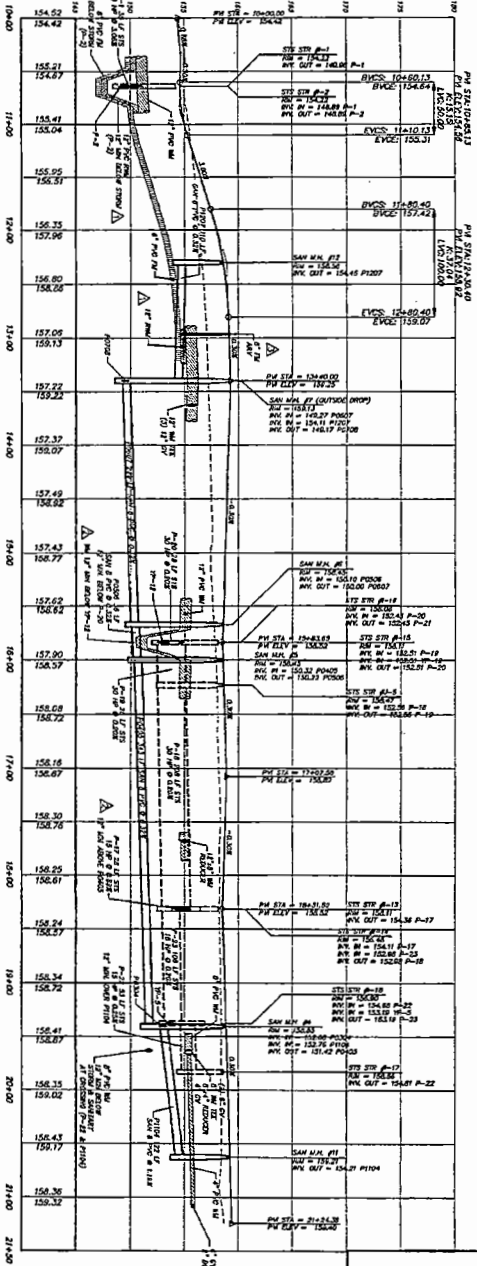


NOTE:
 1. CONTRACTOR SHALL VERIFY AND OBTAIN A PERMITS FROM THE CITY OF COCOA FOR THE INSTALLATION OF THE SIGNAGE AND STRIPING. THE PERMITS SHALL INCLUDE TRAIL XING, ADULT AND CHILD PROTECTIVE SIGNAGE. THE SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF COCOA PERMITS. THE SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF COCOA PERMITS.

M. S. Stillman
 6-24-2020



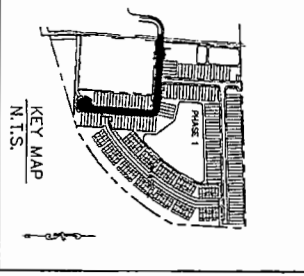
<p>DATE REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>REVISIONS</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	REVISIONS										<p>ENGINEER</p>	<p>MERITAGE HOMES</p> <p>3337 WILLOW LAKES BLVD. STE. 410 OPLAND, FLORIDA 32059 (407) 291-1111</p>	<p>OFFSITE STRIPING AND SIGNAGE PLAN FOR GREENS AT FOREST LAKE CITY OF COCOA, FLORIDA</p>	<p>MADDEN CIVIL ENGINEERS 431 E. WINDY AVENUE WASHINGTON, MISSISSIPPI 39293 (601) 533-1430</p>
	NO.	DATE	REVISIONS													
<p>C-502</p>																



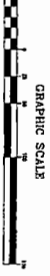
STREET A

THIS PROJECT IS SUBJECT TO OBTAINING NECESSARY PERMITS FROM THE COUNTY OF PALM BEACH AND THE STATE OF FLORIDA. THE ENGINEER'S OBLIGATION IS LIMITED TO THE DESIGN OF THE SEWER SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF EXISTING UTILITIES.

DESIGNED BY: [Name]
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

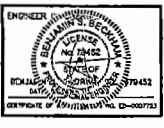


SYMBOL	DESCRIPTION
1/2" P.C. MANHOLE	1/2" P.C. MANHOLE
1/2" P.C. PIPE	1/2" P.C. PIPE
1/2" P.C. SEWER	1/2" P.C. SEWER
1/2" P.C. EASEMENT	1/2" P.C. EASEMENT
1/2" P.C. UTILITY	1/2" P.C. UTILITY
1/2" P.C. VALVE	1/2" P.C. VALVE
1/2" P.C. CLEANOUT	1/2" P.C. CLEANOUT
1/2" P.C. VENT	1/2" P.C. VENT
1/2" P.C. EASEMENT	1/2" P.C. EASEMENT



DATE: [Date]

REVISIONS



MERITAGE HOMES
 2337 HILDDRA LAKES BLVD. STE 410
 ORLANDO, FLORIDA 32838
 (407) 232-4191

PLAN AND PROFILE
 FOR
GREENS AT FOREST LAKE
 CITY OF OCOCHEE FLORIDA

MADDEN
 CIVIL ENGINEERS
 431 E. Bay Street
 Palm Beach, Florida 33480
 (407) 525-3320