

**ACCESS AND LICENSE AGREEMENT**

**between**

**ORANGE COUNTY, FLORIDA**

**and**

**KB HOME ORLANDO LLC**

**(OASIS RESERVE)**

This Access and License Agreement (“Agreement”) is entered into as of the date of last execution below (the “Effective Date”) by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (“Licensor” or the “County”) and KB Home Orlando LLC, a Delaware limited liability company, whose mailing address is 10990 Wilshire Boulevard, Suite 900, Los Angeles, California 90024-3950 (“Licensee”).

**RECITALS:**

**WHEREAS**, Licensor is the owner of that certain real property located in Orange County, Florida, located at 9100 Curry Ford Road, Orlando, Florida 32825 and bearing Orange County Property Appraiser's Parcel Identification Number 07-23-31-0000-00-004 (the “Property”); and

**WHEREAS**, Licensee is the owner of that certain property located in Orange County, Florida, more commonly known as “Oasis Reserve,” which abuts the Property (the “Licensee’s Property”); and

**WHEREAS**, Licensee desires to temporarily access a portion of the Property more particularly described in **Exhibit “A”** attached hereto and incorporated by this reference (the “License Area”) to construct storm water infrastructure, fence gate, and related facilities for planned development within the Licensee’s Property (the “Infrastructure”); and

**WHEREAS**, the License Area is subject to that certain Conservation Easement recorded December 9, 1994, in Official Records Book 4830, Page 2473, of the Public Records of Orange County, Florida (the “Conservation Easement”); and

**WHEREAS**, Licensee will construct the Infrastructure in accordance with County ordinances, resolutions, policies, procedures, and the construction plans (Orange County Permit Number 22-S-097) (the “Construction Plans”); and

**WHEREAS**, Licensee seeks a license to enter the Property in order to excavate and install the Infrastructure within the License Area; and

**WHEREAS**, Licensee intends to convey the completed Infrastructure to the County; and

**WHEREAS**, the County intends to accept the Infrastructure as set forth in Section 4.2 upon satisfactory completion in the County’s sole discretion; and

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

**WHEREAS**, Licensor finds that this Agreement serves a public purpose.

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

**SECTION 1. Conditions Precedent to Grant of License.** The following are conditions precedent to the Licensee’s use of the License Area (including access to the License Area): (a) Licensor’s approval of the Construction Plans; and (b) release of the License Area from the encumbrance of the Conservation Easement. The date on which all the foregoing conditions are satisfied is referred to in this Agreement as the “Satisfaction Date.” Licensee agrees and acknowledges that any changes to the Construction Plans shall require prior approval of Licensor.

**SECTION 2. Grant of License and Purpose.** Commencing on the Satisfaction Date, Licensor grants a non-exclusive, revocable license to Licensee, its employees, authorized agents, and contractors to enter the Property to complete the Infrastructure within the License Area in accordance with County ordinances, resolutions, policies, procedures, and the Construction Plans. Licensee agrees and acknowledges that any changes to the License Area shall require approval by Licensor and an amendment to this Agreement.

**SECTION 3. Licensee’s Use of the Property.**

3.1. Licensee’s use of the License Area shall be subject to, and in no way interfere with, Licensor’s use of the Property. Licensee agrees to minimize any inconvenience to or interference with Licensor’s use of the Property by providing twenty-four (24) hours prior notice to, and cooperation in the scheduling of, all activities that may interfere with the activities of Licensor. Licensee will confine its operations on the Property to the License Area. In no event shall Licensee, or Licensee’s employees, authorized agents, or contractors place, locate, insert, install,

construct, or otherwise perform any work or other activities within, or enter any area of, the Property other than the License Area. Any use of the License Area by Licensee or Licensee's employees, authorized agents, or contractors for any purpose other than set forth in Section 2, or any use of the Property other than the License Area by Licensee, or Licensee's employees, authorized agents, or contractors shall be deemed a breach of this Agreement and may result in its termination.

- 3.2. Licensee hereby acknowledges that the Property is located behind security gates that are staffed twenty-four (24) hours per day, seven (7) days a week. Prior to exercising its rights pursuant to this Agreement, Licensee shall provide Licensor with twenty-four (24) hours advanced written notice. Licensee shall report to guard or security personnel immediately prior to accessing the License Area and shall follow all instructions given by Licensor, guard, or security personnel with respect to accessing the License Area. Licensee shall use reasonable care when exercising its rights hereunder and shall not interfere with Licensor's use of the Property. Licensee shall act in accordance with all current and future security and safety protocols for accessing the License Area. Licensee shall ensure the License Area is secure at all times and in accordance with this Section 3 and as shown on **Exhibit "B"**, attached hereto and incorporated by this reference.
- 3.3. Licensee agrees that any construction activities related to the Infrastructure Construction Plans shall be conducted in a manner that does not interfere with, disrupt, or impair any preexisting facilities or infrastructure within the License Area. Licensee shall take all necessary precautions to protect and preserve the integrity and functionality of such existing facilities or infrastructure throughout the duration of the construction process. In the event that Licensee's activities result in impairment of Licensor's facilities or infrastructure, Licensee shall be responsible for all costs and repairs, including but not limited to materials, installation, containment, remediation, fines, and penalties.
- 3.4. Prior to commencing any work within the License Area, Licensee shall install an eight (8) foot high chain link gate (the "Oasis Reserve Gate") in the existing Property fence that crosses over the License Area, as shown on **Exhibit "B"**. A lock and key supplied by Licensor (the "Licensor Lock") to the Oasis Reserve Gate will be managed by Licensor while the License Area is cleared and prepared by Licensee for a temporary fence according to Section 3.5 below.
- 3.5. Upon clearing the License Area, Licensee shall immediately install a temporary, eight (8) foot high chain link fence (the "Temporary Fence") along the License Area perimeter and incorporate the Oasis Reserve Gate into the Temporary Fence. Upon installation of the Temporary Fence, Licensor shall remove the

Licensor Lock and Licensee shall provide and secure a separate lock and key (the "Licensee Lock") to the Oasis Reserve Gate. Once the Temporary Fence is installed, all construction activities shall take place within the fenced License Area. The Licensee Lock to the Oasis Reserve Gate will be managed by Licensee. A copy of the Licensee Lock key shall be provided to Licensor for emergency access.

3.6. The Oasis Reserve Gate shall be secured at all times and locked whenever scheduled activities are not occurring. At no time may unauthorized parties access the License Area.

3.7. After the Infrastructure is installed, Licensee shall remove the Temporary Fence and the Licensee Lock to the Oasis Reserve Gate. Licensor shall then resume managing the Oasis Reserve Gate.

#### **SECTION 4. Maintenance Guarantee and Conveyance to County.**

4.1. **Maintenance Guarantee.** Licensee shall ensure that all construction contract(s) for the Infrastructure contain a maintenance guarantee which shall be in force and effect for a period of one (1) year from the date upon which the County accepts ownership and maintenance responsibility for the Infrastructure. The maintenance guarantee shall be in the form of an irrevocable letter of credit or cash escrow in favor of the County in an amount equal to ten percent (10%) of the total cost of the Infrastructure. The purpose of the maintenance guarantee is to ensure the materials, workmanship, structural integrity, functioning, and maintenance of the Infrastructure. If Licensee elects to post an irrevocable letter of credit, the requirements set forth in Section 34-203 of the Orange County Code shall control.

4.2. **Conveyance of the Infrastructure.** Licensee must complete the Infrastructure within three (3) years after the Effective Date and must complete all work within the License Area within one (1) year from the date work within the License Area begins pursuant to the terms of the Conservation Easement. Conveyance of the infrastructure shall occur when: (i) construction of the drainage pipe has been completed, (ii) the License Area is restored by planting at least two different herbaceous vegetative species on three-foot centers within the Drainage Area, (iii) the County accepts operation and maintenance responsibility for the portion of District Permit No. IND-095-185705-1 located within the Drainage Area, and (iv) agrees to accept a partial (or "split") transfer of District Permit No. IND-095-185705-1 over the Drainage Area only.

#### **SECTION 5. Term and Termination.**

5.1. **Term.** The term of the license granted in this Agreement shall commence on the Satisfaction Date and expire upon the County's issuance of a Certificate of

Completion or three (3) years after the commencement of the term of the license granted by this Agreement, whichever first occurs. Upon expiration of the term, the license and this Agreement shall terminate.

During the one-year maintenance period, covered by Section 4.1 above, the parties agree that this License Agreement will automatically be reinstated to allow Licensee to access the License Area as necessary to address claims against the maintenance guarantee relating to the Infrastructure. All terms and conditions of the License Agreement apply to any such reinstatement period.

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

**SECTION 6. Property "As Is."** Licensor makes no representations about the condition of the License Area, or the suitability of the License Area, for Licensee's intended use. This Agreement is conditioned upon Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS."

**SECTION 7. Restoration of Property and License Area.** Upon completion of the Infrastructure contemplated under this Agreement, or upon receipt of notice of termination of this Agreement, Licensee agrees to restore the License Area at its sole cost and expense to the condition that existed prior to the installation of the Infrastructure. If Licensee fails to restore the License Area within thirty (30) days of completion of the Infrastructure or receipt of notice of termination of this Agreement, Licensor may restore the License Area to its original condition and Licensee shall be immediately liable for, and shall immediately reimburse Licensor for, all costs and expenses incurred by Licensor in restoring the License Area. This Section 7 shall survive the termination of this Agreement.

**SECTION 8. Ownership of Property.** This Agreement is intended and shall be construed only as a temporary, revocable license to enter and install the Infrastructure within the License Area and does not grant an easement, or create or confirm any ownership or possessory interest in any portion of the License Area or the Property.

**SECTION 9. Indemnification.** Licensee will defend, indemnify, and hold harmless Licensor, its officials, agents, and employees from and against all claims, suits, judgments, demands, liability, damages, costs and expenses, of any nature whatsoever, including reasonable attorney's fees and costs, arising directly or indirectly out of or caused in whole or in part by any act or omission of Licensee, its employees, invitees, contractors, subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable;

excepting those acts or omissions arising out of the sole negligence of Licensor. Nothing contained herein shall constitute a waiver of Licensor's sovereign immunity or the limitations specified in Section 768.28, Florida Statutes. This Section 9 shall survive the termination of this Agreement.

**SECTION 10. Insurance.**

10.1. For the duration of the license, Licensee shall keep on file with the County current certificates of all required insurance on forms acceptable to the County. The certificates shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County and shall clearly indicate that Licensee has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 10. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

10.2. The following coverages are required:

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

10.2.2. Commercial General Liability – Licensee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 per occurrence. The General Aggregate limit shall either apply separate to this Agreement or shall be at least twice the required occurrence limit.

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

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

10.3. Licensee shall require and ensure that each of its contractors and subcontractors (if any) providing services hereunder procures and maintains, until the completion of their respective services, insurance of the types and to the limits

specified herein. Licensee shall immediately provide the County with proof of such insurance upon request.

10.4. All such insurance required of Licensee shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Any exceptions to the insurance requirements in this Section 10 shall be approved by the County in writing. The County shall be endorsed as an additional insured on all liability policies of Licensee or its contractors and subcontractors. Compliance with these insurance requirements shall not relieve or limit Licensee's liabilities and obligation under this Agreement. Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance.

All certificates of insurance shall contain the following certificate holder and additional insured information:

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

**SECTION 11. Notices.**

11.1. **Notice of Default.** Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform the terms and conditions hereof, unless said party shall have first received written notice specifying the nature of such failure, and said party fails to cure the same within the time specified in such notice, or in the event no such time is provided within thirty (30) days of receipt of such written notice, unless otherwise provided for herein.

11.2. **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this Section 11.

**Licensor:** Orange County Administrator  
P.O. Box 1393  
201 South Rosalind Avenue  
Orlando, Florida 32802-1393

With copy to: Orange County Utilities

9150 Curry Ford Road  
Orlando, Florida 32825-7600  
Attn: Director

**Licensee:** KB Home Orlando LLC  
10990 Wilshire Boulevard, Suite 900  
Los Angeles, California 90024-3950  
Attn: Vice President of Land Development

**SECTION 12. Assignment.** Licensee shall not assign or transfer any interest, rights, or duties under this Agreement to any other party except upon written approval by the County, which shall not be unreasonably withheld, conditioned, or delayed.

**SECTION 13. Permits and Licenses.** Licensee, with reasonable cooperation of Licensor, but at no expense to Licensor, shall obtain any and all permits, approvals, and licenses which may be required for the work it conducts pursuant to this Agreement.

**SECTION 14. Compliance with Applicable Laws.** Licensee shall comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the License Area.

**SECTION 15. Entire Agreement.** This Agreement contains the entire understanding between the parties. Any change, amendment, or alteration shall be in writing and signed by both parties. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

**SECTION 16. Admission of Facts.** Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

**SECTION 17. Waiving or Right to Jury, Attorneys' Fees, and Venue.** Both parties hereby waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement. All claims, controversies, or disputes arising out of this Agreement shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida. Each party shall be responsible for all of its attorneys' fees and costs associated with any legal action arising out of this Agreement. However, if any legal action is subject to mediation, the parties shall share the fees and costs of the mediator equally.

**SECTION 18. Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to



restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding. This Agreement shall be governed by the laws of the State of Florida.

**SECTION 19. Captions.** Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

[SIGNATURES ON THE FOLLOWING PAGES]

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

**LICENSOR:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings

Orange County Mayor

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Deputy Clerk

**LICENSEE:**

KB Home Orlando LLC, a Delaware limited liability company

WITNESSES:

Juni Sesto

Print Name: Eileen Sesto

Juan Pardo

Print Name: Juan Pardo

By: Stephen McConn

Print Name: Stephen McConn

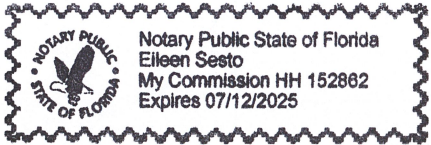
Title: VP Land Development

Date: 8/13/2024

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2024, by Stephen McConn VP Land Development of KB Home Orlando LLC, a Delaware limited liability company, who appeared before me by means of: [] online notarization, or [] physical presence and [] is personally known to me or [] has produced \_\_\_\_\_ as identification.

(SEAL)



Juni Sesto  
Notary Public

Eileen Sesto  
Notary name typed or stamp

My Commission Expires: 07/12/2025

PROJECT NAME: OASIS RESERVE ACCESS AND LICENSE AGREEMENT  
PERMIT NO.: 22-S-097

# SKETCH OF DESCRIPTION

NOT A SURVEY

EXHIBIT A  
LICENSE AREA

25.00' LICENSE AREA

## LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE RUN SOUTH 00°04'54" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7 FOR A DISTANCE OF 749.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°55'06" EAST FOR A DISTANCE OF 393.54 FEET; THENCE RUN SOUTH 00°04'54" WEST FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89°55'06" WEST FOR A DISTANCE OF 393.54 FEET TO A POINT ON AFORESAID WEST LINE; THENCE RUN NORTH 00°04'54" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,838 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

EXHIBIT A  
SHEET 1 OF 2

SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SURVEYING • MAPPING  
GEOSPATIAL SERVICES  
www.allen-company.com  
16 EAST PLANT STREET  
WINTER GARDEN, FLORIDA 34787  
(407) 654-5355  
LB#6723

### SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 30 EAST AS SOUTH 00°04'54" WEST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB #: 20230208

DATE: 5/8/23

SCALE: N/A

CALC BY: N/A

DRAWN BY: PF

CHECKED BY: HF

REVISED: 2-27-24

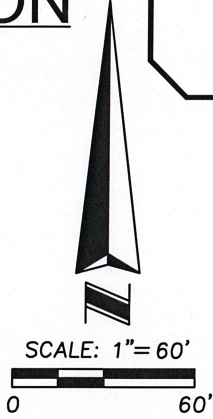
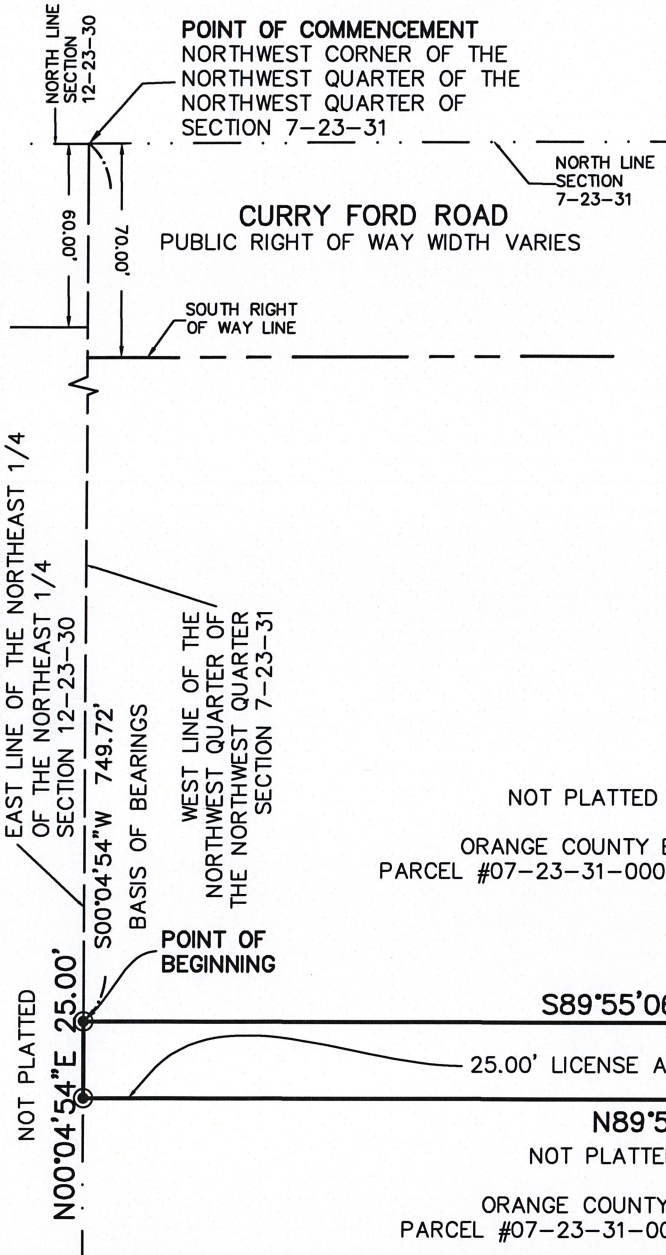
FOR THE LICENSED BUSINESS #6723 BY:

  
JAMES L. RICKMAN, P.S.M. #5633

PROJECT NAME: OASIS RESERVE ACCESS AND LICENSE AGREEMENT  
 PERMIT NO.: 22-S-097

# SKETCH OF DESCRIPTION

NOT A SURVEY  
 LICENSE AREA  
 25.00' LICENSE AREA



NOT PLATTED  
 ORANGE COUNTY BCC  
 PARCEL #07-23-31-0000-00-004

NOT PLATTED  
 ORANGE COUNTY BCC  
 PARCEL #07-23-31-0000-00-004

## SYMBOL AND ABBREVIATION LEGEND:

◎ CHANGE IN DIRECTION

ADDRESS 9100 CURRY FORD ROAD

JOB #: 20230208  
 DATE: 5/8/23  
 SCALE: 1"=60'

CALC BY: N/A  
 DRAWN BY: PF  
 CHECKED BY: HF

EXHIBIT A  
 SHEET 2 OF 2  
 SEE SHEET 1  
 FOR LEGAL DESCRIPTION



SURVEYING • MAPPING  
 GEOSPATIAL SERVICES  
 www.allen-company.com  
 16 EAST PLANT STREET  
 WINTER GARDEN, FLORIDA 34787  
 (407) 654-5355  
 LB#6723

EXHIBIT B - LICENSE AREA FENCE DEPICTION

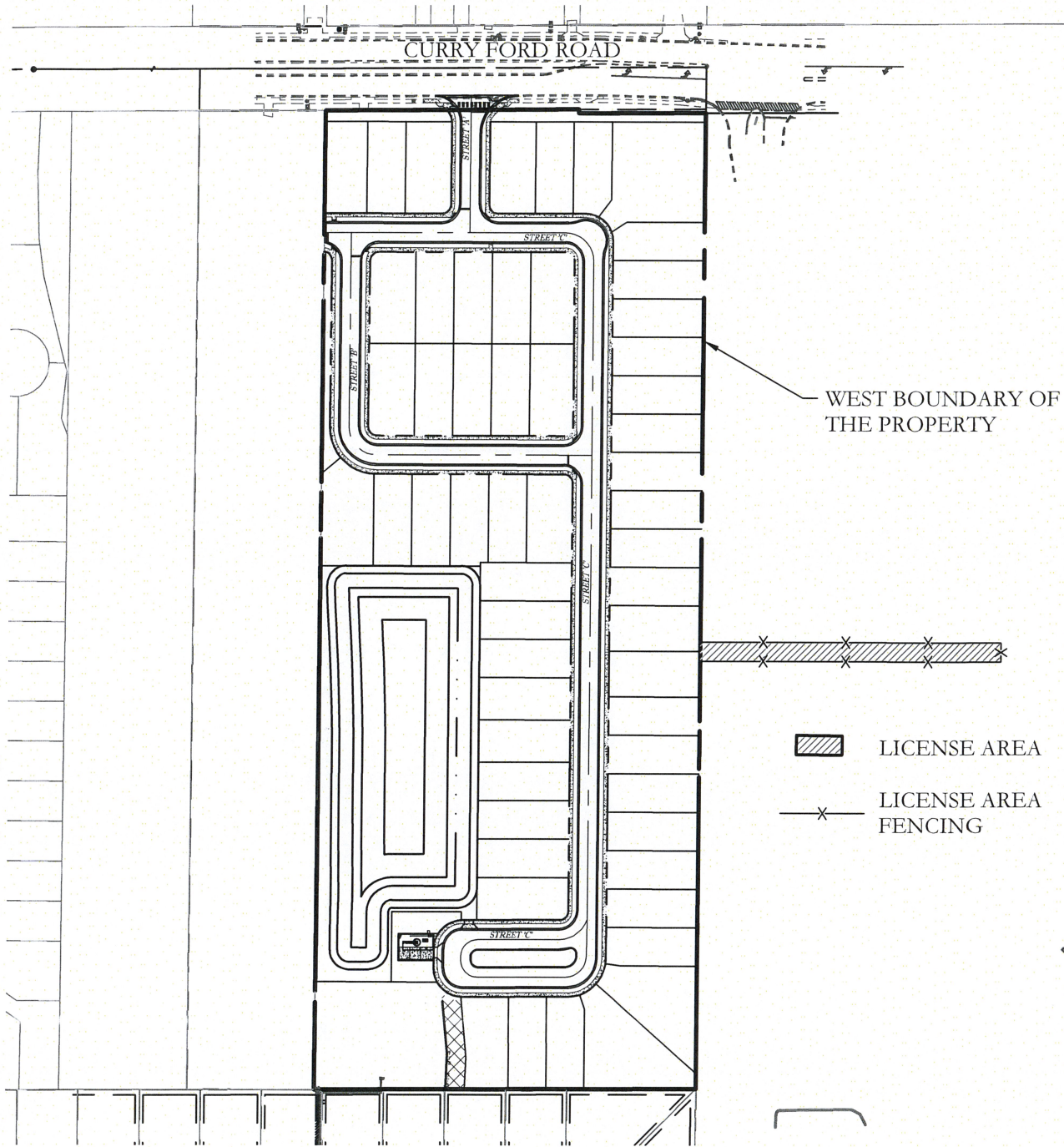


EXHIBIT B - LICENSE AREA FENCE DEPICTION

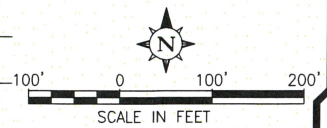
Oasis Reserve

February 27, 2024  
P & B Job No.: 21-067

2602 E Livingston St.  
Orlando, Florida 32803-407.487.2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567



Z:\2021\21-067 HOWSECO LLC (KB HOME) - OASIS PROPERTY\CAD\EXH & FIGS\AGREEMENT EXHIBIT