123456789 10111213

Prepared by and after recording return to:

Vivien J. Monaco Watson Sloane PLLC 390 North Orange Ave., Suite 1800 Orlando, FL 32801

Parcel I.D. No.: 36-23-28-7164-02-007

NOTICE: THIS DOCUMENT WAS ACCEPTED AND APPROVED BY ORANGE COUNTY, FLORIDA, A GOVERNMENTAL ENTITY AS PART OF, OR A CONDITION OF, A COMPREHENSIVE PLAN OR PLAN AMENDMENT; ZONING ORDINANCE; LAND DEVELOPMENT REGULATION; BUILDING CODE, DEVELOPMENT PERMIT; DEVELOPMENT ORDER OR OTHER LAW, REGULATION, OR REGULATORY APPROVAL AND IS NOT SUBJECT TO ALTERATION OR INVALIDATION BY THE FLORIDA MARKETABLE RECORD TITLE ACT (see Section 712.04, Florida Statutes).

DEVELOPER'S AGREEMENT (CROSS-ACCESS EASEMENT AND DRIVEWAY CONNECTIONS)
This Developer's Agreement (the "Agreement"), effective as of the latest date of
execution (the "Effective Date"), is made and entered into by and between Orion Pro Friend SL
LLC, a Delaware limited liability company, whose mailing address is 200 S. Biscayne Blvd., 7th
Floor, Miami, Florida 33131 ("Owner"), and Orange County, a charter county and political
subdivision of the State of Florida ("County"), whose mailing address is c/o Orange County
Administrator, Post Office Box 1393, Orlando, Florida 32802-1393. (Owner and County are
sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties").
WITNESSETH:
WHEREAS, Owner is the owner of fee simple title to certain real property, located at
8718 International Drive, Orlando, Florida 32819, more particularly described in Exhibit "A",
attached hereto and incorporated herein by reference (the "Property"); and

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30	WHEREAS, an IDD site application was submitted to County for development of the
31	Property as a Raising Canes Restaurant, (IDD-22-10-329, the latest version of which is stamped
32	"RECEIVED By DRC Oct 14, 2024"), Sheet 5.0 of which is the site plan, a copy of which is
33	attached hereto and incorporated herein as composite Exhibit "B" (the "Site Plan"); and
34	WHEREAS, the Site Plan with deviations was approved by the County on November 4,
35	2024; and
36	WHEREAS, the Property is located within the I-Drive District Overlay Zone (the "I-
37	Drive District"); and
38	WHEREAS, property located within the I-Drive District is subject to the I-Drive District
39	Code (the "I-Drive Code"); and
40	WHEREAS, the I-Drive Code requires interconnection through public and internal
41	driveways between properties, consistent with I-Drive Code Section 38-861 and the I-Drive 2040
42	Strategic Vision (the "I-Drive Vision Plan"); and
43	WHEREAS, the Property is adjacent to the Avanti Resort on the west and south property
44	lines, located at 8738 International Drive, Orlando, Florida 32819, Parcel ID # 36-23-28-7164-
45	02-002 (the "Resort Property") (the Property and the Resort Property may be referred to
46	collectively herein as the "Properties"); and
47	WHEREAS, because the owner of the Resort Property (the "Resort Property Owner")
48	is not currently required to and does not wish to connect to the Property it is not currently
49	feasible to include one or more connections between the Property and the Resort Property as part
50	of the Site Plan; and

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51 WHEREAS, as a condition of approval of the Site Plan, the Owner has agreed to provide 52 up to two (2) future driveway connections including adjacent sidewalks between the Property 53 and the Resort Property at the locations shown on the Site Plan ("**Driveway Connections**") at 54 the time the Resort Property is redeveloped, if the County requires the Resort Property to connect 55 to the Property at one or both of the Driveway Connections shown on the Site Plan; and

56 WHEREAS, if and when the Resort Property Owner (including heirs, assigns, and 57 successors-in-interest) elects to redevelop the Resort Property and is required to provide 58 interconnectivity between the Resort Property and the Property at the Driveway Connections as 59 shown on the Site Plan, the Owner and the Resort Property Owner will need to enter into a cross-60 access easement agreement ("Cross Access Easement Agreement") to achieve such 61 interconnectivity; and

62 WHEREAS, the County has agreed that Owner may redevelop the Property as shown on 63 the Site Plan without prior execution and recordation of the Cross Access Easement Agreement 64 and without requiring the Driveway Connections to be paved to the Property boundary, provided: (i) that the Owner agrees to timely negotiate and enter into the Cross Access Easement 65 Agreement with the Resort Property Owner and (ii) that the Owner agrees to construct or cause 66 construction of the Driveway Connections to the property lines to provide for interconnectivity 67 68 between the Properties if and when (i) the Resort Property redevelops and (ii) the County 69 requires the Resort Property to connect with the Property at the Driveway Connections shown on 70 the Site Plan; and

WHEREAS, Owner has agreed to submit an application to replat the Property, which
 replat (the "Replat") would dedicate an access easement to the public over the internal

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driveways connecting to International Drive, Austrian Court, and over the area between the terminus of the paved internal driveways and the property lines to facilitate future interconnectivity between the Property and the adjacent Resort Property; and

76 WHEREAS, the County has agreed the Property may be redeveloped as shown on the 77 Site Plan, contingent upon final approval of the Site Plan by the County, and that vertical permit 78 issuance and construction may be permitted (provided all other requirements for building permit 79 are met) in accordance with a final approved draft of the Site Plan prior to the approval and 80 recording of the Replat ("Replat Approval") provided: (i) the Replat has been deemed sufficient 81 by the County and has been routed for staff review (ii) a Hold Harmless Agreement pursuant to 82 Section 30-83, Orange County Code, has been approved by DRC; however, Replat Approval is 83 required prior to the issuance of a Certificate of Occupancy ("CO"); and

84 WHEREAS, the Property is located within and subject to the plat for Plaza International 85 Unit Seven, recorded at Plat Book 12, Page 135, as partially vacated and annulled by that certain 86 resolution recorded in Official Records Book 4676, Page 1524, all in the Official Records of 87 Orange County, Florida; and

88 WHEREAS, the Property is subject to Special Covenants and Restrictions Applicable to 89 Plaza International Unit Seven, recorded in Official Records Book 3435, Page 955, and the 90 Notice of Covenants and Restrictions on Real Estate Restrictions on Real Estate Regarding Plaza 91 International Unit Seven recorded in Official Records Book 3435, Page 960, all in the Official 92 Records of Orange County, Florida (collectively, the "Covenants and Restrictions"); and

WHEREAS, pursuant to the Covenants and Restrictions, Orlando Plaza Partners, a
Florida general partnership (as the assignee of Orlando Central Park, Inc. pursuant to that certain

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Assignment of Warranties, Guaranties and Miscellaneous Rights recorded at Official Records
Book 4225, Page 2549, Public Records of Orange County, Florida) ("Declarant") has agreed to
join in and consent to this Agreement.

98 NOW, THEREFORE, in consideration of these premises and the mutual covenants
 99 and conditions set forth herein, and for good and valuable consideration, the receipt and
 100 sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

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

103 Section 2. Replat. In consideration of County's approval allowing the Owner to 104 redevelop the Property without requiring the internal driveways be paved to the property lines 105 between the Property and the Resort Property and without a recorded cross-access easement 106 agreement with the Resort Property, Owner agrees to submit an application for the Replat, to 107 include dedication of an access easement to the public over the internal driveways and over the 108 unpaved portions of the property between the termini of the paved internal driveways and the 109 property lines of the Property and the Resort Property.

110 Section 3. **Building Permit and Certificate of Occupancy.** County agrees that 111 final approval of the Replat shall not be required prior to the issuance of a building permit for 112 horizontal or vertical construction so long as the application for the Replat has been submitted 113 and a Hold Harmless Agreement pursuant to Section 30-83, Orange County Code, has been approved 114 by DRC; however, Owner acknowledges that final approval and recording of the Replat shall be 115 required prior to the issuance of the initial Certificate of Occupancy, whether temporary or 116 permanent.

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117 Section 4. Compliance. Owner agrees that it will abide by this Agreement and the I-118 Drive Code, the Orange County Code, and the Replat and will construct or cause to be 119 constructed at its sole cost and expense, the Driveway Connections to the Property lines in 120 accordance with this Agreement, the Replat, the Covenants and Restrictions, (as enforced in 121 accordance with the terms and conditions of those Covenants and Restrictions) and all applicable 122 federal, state, and local laws, rules, ordinances, and regulations.

123 Section 5. Cross Access Easements. Owner agrees that Owner shall negotiate and 124 enter into the Cross Access Easement Agreement with the Resort Property Owner upon County's 125 approval of redevelopment of the Resort Property that includes a requirement for the Resort 126 Property to provide interconnectivity with the Property.

127 Section 6. **Driveway** Connections. Owner further agrees that upon the 128 redevelopment of the Resort Property and the County's requirement that the Resort Property 129 interconnect with the Property, Owner will construct or cause to be constructed the Driveway 130 Connections to connect the Property to the Resort Property. Owner shall design and construct (or 131 cause to be designed and constructed) the Driveway Connections in accordance with the I-Drive 132 Code, this Agreement, the Covenants and Restrictions (as enforced in accordance with the terms 133 and conditions of those Covenants and Restrictions), and any applicable local, state, and federal 134 laws.

135 Section 7. No Obstruction. Owner agrees it will not construct or cause to be 136 constructed any obstructions within the platted access easements that would prevent future cross-137 access between the Property and the Resort Property.

138 Section 8. No County Obligation. The County has no obligation to design,

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construct, maintain, or participate in any way in the construction or maintenance of the Propertyor the Driveway Connections.

141 Section 9. Indemnification. Owner and its successors, assigns, heirs, grantees, 142 representatives, invitees, and permittees hereby agree to release, indemnify, defend (with legal 143 counsel acceptable to County), and hold County, its Board members, officers, employees, 144 contractors, agents, and elected and appointed officials harmless from and against any and all 145 claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including but not 146 limited to attorneys' fees, paralegals' fees, consultants' fees and costs at all administrative, 147 pretrial, trial, and appellate levels) of any kind or nature whatsoever, including without limitation 148 damage to property, arising out of or related in any way to the approval of the Site Plan or this 149 Agreement.

150 Section 10. Covenants Running with the Land. This Agreement shall run with the 151 Property and shall be binding upon and shall inure to the benefit and burden of the successors 152 and assigns of the Parties and to any person, firm, corporation, or other entity that may 153 become a successor in interest to the Property.

154 Section 11. Recording. Owner, at Owner's expense, shall record this Agreement in
155 the Public Records of Orange County, Florida, within fifteen (15) days after the Effective Date.

156 Section 12. Expiration. This Agreement shall commence on the Effective Date and 157 expire when the Cross Access Easement Agreement between Owner and the Resort Property is 158 recorded, and the County issues the certificate(s) of completion for construction of the portions 159 of the Driveway Connections connecting with the Resort Property.

160 Section 13. Applicable Law. This Agreement and the provisions contained herein

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161 shall be construed, controlled, and interpreted according to the laws of the State of Florida.

# 162 Section 14. Amendment. This Agreement may be amended only in writing, formally

163 executed in the same manner as this Agreement.

# 164 Section 15. Counterparts. This Agreement and any amendment(s) may be executed

- 165 in any number of counterparts, each of which shall be deemed an original and all of which shall
- 166 constitute one and the same instrument.
- 167 [Signature pages follow]

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168	IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly en	xecuted
169	by their respective duly authorized representatives on the dates set forth below.	
170		
171	COUNTY:	
172	ORANGE COUNTY, FLORIDA	
173		
174	By: Orange County Board of County	
175	Commissioners	
176		
177	_	
178	By: Jerry L. Demings, Orange County Mayo	
179	Jerry L. Demings, Orange County Mayo	r
180		
181	Date:	
182		
183		
184 185	ATTEST: Phil Diamond, CPA, County Comptroller	
185	As Clerk of the Board of County Commissioners	
180	As Clerk of the Board of County Commissioners	
187	By:	
189	By: Deputy Clerk	
190	Deputy Clerk	
191		
192		
193		
194		
195	[Additional signature pages follow]	
196		

Developer's Agreement (Cross-Access Easement and Driveway Connections) Orion Pro Friend SL, LLC Raising Cane's, 2024 Page 10 of 10

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

### **OWNER:**

Signed, sealed and delivered in the presence of:

Print Name: Houped MARKOW ITC

Address: 200 5 DiscATHE BLUP

Biscaune Blud.

limited liability company

**ORION PRO FRIEND SL LLC, a Delaware** 

By: Print name: OSEPH Title: Date: 10

STATE OF FLORIDA COUNTY OF Miami - Dade

Print name: Kathryn Dool; Ht-e

The foregoing instrument was acknowledged before me  $\Box$  by online notarization or  $\Box$  in person by  $\square$  second  $\square$  of Orion Pro Friend SL LLC, a Delaware limited liability company, who is  $\Box$  known by me to be the person described herein or  $\Box$  produced \_\_\_\_\_\_ as identification.

(Notary Seal)

tathr

Address: 200

Miam



Notary Public	
Notary Public	
Print Name: Kathryn Doolittle	
My Commission Expires:	

[Additional signature page follows]

## JOINDER AND CONSENT OF DECLARANT

IN WITNESS WHEREOF, Orlando Plaza Partners, the Declarant (as defined in the Agreement), hereby joins and consents to the terms of the Agreement for the purpose of satisfying the prior approval requirements in the Covenants and Restrictions.

Signed, sealed and delivered in the presence of: Print Name: Donald Corotto Address: 300 S. Orange Ave, Soite/1000, Orlando FC 32801 Kally Moveled Print name: Kally Moorehead Address: 300 S. Orange Ave. # 1600, Orlando FC 32801 Orlando Plaza Partners By: DBC-PI Development, LLC, its General Partner

By:

Herbert Von Kluge Senior Vice President

Date: 12/13/24

STATE OF FLORIDA COUNTY OF *OMANGE* 

The foregoing instrument was acknowledged before me  $\Box$  by online notarization or  $\blacksquare$  in person by Herbert Von Kluge, Senior Vice President of DBC-PI Development, LLC, General Partner of Orlando Plaza Partners on behalf of the company, who is  $\blacksquare$  known by me to be the person described herein or  $\Box$  produced \_\_\_\_\_\_ as identification.

(Notary Seal)

Kathy & Morehen

Notary Public ama Print Name: 10 My Commission Expires:

KATHY O. MOOREHEAD Commission # HH 378804 Expires April 22, 2027

### EXHIBIT A

### Legal Description

The Land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

FROM THE NORTHWEST CORNER OF BLOCK "B", PLAZA INTERNATIONAL UNIT SEVEN AS RECORDED IN PLAT BOOK 12, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN SOUTH 00 DEGREES 04 MINUTES 33 SECONDS EAST 600,00 FEET ALONG THE WEST BOUNDARY OF SAID BLOCK "B" TO A POINT ON THE SOUTH BOUNDARY OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 28 EAST AS SHOWN ON SAID PLAZA INTERNATIONAL UNIT SEVEN; THENCE RUN SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST 666.57 FEET ALONG SAID WEST BOUNDARY; THENCE RUN NORTH 89 DEGREES 51 MINUTES 22 SECONDS EAST 463.73 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID BLOCK "B", SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 10 DEGREES 27 MINUTES 10 SECONDS WEST, RUN SOUTHERLY 291.03 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 74 DEGREES 06 MINUTES 38 SECONDS FOR THE POINT OF BEGINNING. THENCE RUN SOUTH 26 DEGREES 20 MINUTES 32 SECONDS WEST 260.00 FEET; THENCE RUN SOUTH 61 DEGREES 19 MINUTES 10 SECONDS EAST 280.56 FEET TO A POINT ON THE AFORESAID EASTERLY BOUNDARY OF BLOCK "B", SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 2517.50 FEET; THENCE FROM A TANGENT BEARING OF NORTH 28 DEGREES 40 MINUTES 50 SECONDS EAST, RUN NORTHEASTERLY 33.22 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 00 DEGREES 45 MINUTES 22 SECONDS TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2427.50 FEET; THENCE RUN NORTHEASTERLY 256.89 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 06 DEGREES 03 MINUTES 48 SECONDS; THENCE RUN NORTH 67 DEGREES 30 MINUTES 42 SECONDS WEST 267.66 FEET ALONG SAID EASTERLY BOUNDARY TO THE BEGINNING OF AN TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE RUN NORTHWESTERLY 15.13 FEET ALONG THE ARC OF SAID CURVE AND SAID EASTERLY BOUNDARY THROUGH A CENTRAL ANGLE OF 03 DEGREES 51 MINUTES 14 SECONDS TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHTS AS SET FORTH IN THAT CERTAIN NOTICE OF COVENANTS AND RESTRICTIONS ON REAL ESTATE, BY ORLANDO CENTRAL PARK, INC., FILED OCTOBER 28, 1983, RECORDED IN OFFICIAL RECORDS BOOK 3435, PAGE 960.

SUBJECT TO: A UTILITIES EASEMENT RESERVATION OVER AND ACROSS THE WESTERLY AND SOUTHERLY-FIVE (5) FEET OF THE ABOVE DESCRIBED PARCEL OF PROPERTY.

ALSO SUBJECT TO: AN EXISTING FIFTEEN (15) FOOT PEDESTRIAN, UTILITIES AND UNDERGROUND DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF PLAZA INTERNATIONAL UNIT SEVEN AS RECORDED IN PLAT BOOK 12, PAGE 135, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO SUBJECT TO: AN EXISTING TWENTY (20) FOOT PEDESTRIAN, UTILITIES AND UNDERGROUND DRAINAGE EASEMENT, BY AND BETWEEN ORLANDO CENTRAL PARK, INC., A DELAWARE CORPORATION AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA AND ORANGE COUNTY, FLORIDA, A COUNTY IN THE STATE OF FLORIDA, FILED DECEMBER 28, 1979, RECORDED IN OFFICIAL RECORDS BOOK 3081, PAGES 191-199, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND ALSO SUBJECT TO: AN EXISTING FIFTEEN (15) FOOT UNDERGROUND DRAINAGE EASEMENT, BY AND BETWEEN ORLANDO CENTRAL PARK, INC., A DELAWARE CORPORATION AUTHORIZED TO DO

BUSINESS IN THE STATE OF FLORIDA AND ORANGE COUNTY, IN THE STATE OF FLORIDA, FILED MAY 23, 1984, RECORDED IN OFFICIAL RECORDS BOOK 3509, PAGES 1482-1486, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

# **EXHIBIT B-1**







