

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

E. Price Jackson, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Property Appraiser's Parcel Identification Number:
a portion of 22-20-27-8600-00-220

Instrument: 705.1E
Project: Fire Station #20 – Groundwater Remediation

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (the "**Easement Agreement**") is made and entered by Woodward Ave. MHP LLC, a Florida limited liability company, whose address is 5624 Woodward Avenue, Zellwood, Florida 32798, ("**Grantor**"), and Orange County, Florida, a charter county and political subdivision of the State of Florida ("**Grantee**"), whose address is P.O. Box 1393, Orlando Florida 32802 – 1393, (collectively, the "**Parties**").

RECITALS:

WHEREAS, Grantor owns in fee simple certain real property located in Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Property**"); and

WHEREAS, Grantee desires temporary surface and subsurface easement rights to the Property (also called herein the "**Easement Area**") for the purpose of undertaking subsurface environmental remediation; and

WHEREAS, in order to permit Grantee to achieve the purposes stated herein, Grantor desires to grant to Grantee easements in the Property under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of Five Thousand and NO/100 Dollars (\$5,000.00), the mutual covenants, restrictions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby declare and agree as follows:

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

2. Grant of Subsurface and Surface Easements. Grantor hereby grants, bargains, sells and conveys to Grantee temporary easements (the "**Easements**") on, over, upon, and underneath the Property for the following purposes and none other: to allow Grantee, its employees, agents, and contractors acting at the express direction of the County, (a) to perform remediation activities in accordance with Florida Department of Environmental Protection requirements, and to maintain, repair or replace drilling and remediation equipment, all as Grantee deems necessary; and (b) to access the Property, including ingress and egress, at all reasonable hours and exclusive of any buildings or structures thereon, to direct and monitor remediation

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activities and progress as Grantee deems necessary, per approved Remedial Action Plan and associated modifications. Said authorization is retroactive to January 1, 2021, and will continue through the date specified in paragraph 10 below.

3. Restoration. In the event Grantee disturbs any portion of the Property or the structures thereon through the exercise of these easements, Grantee shall promptly restore such Property or structure to the condition it was in immediately prior to the disturbance.

4. Subsurface Equipment. Grantor understands and agrees that at the termination of this Easement Agreement, subsurface pipes may, at Grantee's discretion, be filled, grouted and abandoned in place in accordance with applicable law and regulation and that thereafter Grantor shall be the sole owner of said equipment.

5. Indemnification. Grantee shall indemnify and hold harmless Grantor to the extent provided in Section 768.28, Florida Statutes, as it may be amended from time to time, from and against all claims, damages, losses, liabilities, and expenses (including reasonable costs, expenses, attorneys' and paralegals' fees) arising out of Grantee's negligence associated with the use of the Easements.

6. Title and Other Matters. Grantor grants and conveys, and Grantee accepts, these Easements subject to such easements, covenants, conditions, restrictions, encumbrances and other matters that may affect the title to Property (collectively, "**Title Matters**"). Grantor also grants and conveys, and Grantee accepts, these Easements subject to all zoning, land use, and other requirements and restrictions of governmental authorities (collectively, "**Zoning Matters**") that may affect or apply to the Property or to the use of the Property. Grantee shall comply with and perform all restrictions and requirements of the Title Matters and Zoning Matters. Without limiting the foregoing, Grantee shall hold Grantor harmless with respect to any claims or assertions that these Easements violate the terms of any other easement affecting the Property or the rights of the holder of such other easement.

7. Permits and Approvals. Grantee represents and warrants that Grantee has obtained or will obtain all permits and consents that may be required or prudent to be obtained in connection with the work to be performed by Grantee. Grantee covenants and agrees that the Easement Area will be used, and the construction work will be performed and completed, in compliance with all applicable laws, statutes, ordinances, and governmental rules, regulations, and requirements now in force or that may become in force.

8. Parties. All rights and obligations arising hereunder are appurtenances and covenants running with the Property, and shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

9. Severability. If any provision of this Easement Agreement, or the application thereof to any person or circumstances, shall be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement, or the application of such provisions to any other person or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration of this Easement Agreement; and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Term. This Temporary Easement Agreement will expire on December 31, 2030.

11. Release. For and in consideration Five Thousand and NO/100 Dollars (\$5,000.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby releases, covenants not to sue, remises and forever discharges Grantee and its agents, officers, directors, employees, invitees, licensees,

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contractors or subcontractors employees, of and from any and all claims, demands, debts, sums of money, bills, contracts, controversies, agreements, promises, suits, causes of action, actions whatsoever, in law and in equity of any nature whatsoever, for which the undersigned may have or had upon or by reason of any matter from January 1, 2021 until the date of this Easement Agreement, including but not limited to the nature of any incident occurring on, in proximity of, or in regards to the Property.

12. Miscellaneous. 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 Easement Agreement, or the breach, enforcement, or interpretation of this Easement Agreement, regardless of whether such dispute results in mediation, arbitration, litigation, all or none of the above, and regardless of whether such attorney and legal fees are incurred at trial, retrial, on appeal, at hearings or rehearings, or in administrative, bankruptcy, or reorganization proceedings. Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Easement Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida. 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 EASEMENT AGREEMENT OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH. Nothing in this Easement 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, as amended from time to time.

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{signatures on following pages}

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IN WITNESS WHEREOF, the Parties have hereunto executed this Easement Agreement as of the day and year indicated below.

Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1

Steve Andrew Cochran
Signature

Steve Andrew Cochran
Print Name

Mailing Address: 1874 Meeting Place
City: Orlando State: FL
Zip Code: 32814

WITNESS #2

Rita Garmon
Signature

Rita Garmon
Print Name

Mailing Address: 1029 Dillon Circle
City: New Smyrna Beach State: FL
Zip Code: 32168

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 4th day of Florida, 2025, by Brandon L. Garmon, as Manager, of Woodward Ave. MHP LLC, a Florida limited liability company, on behalf of the company. The individual ☐ is personally known to me or ☒ has produced FL Driver Lic. as identification.

(Notary Stamp)



STEVE ANDREW COCHRAN
Commission # HH 569022
Expires November 7, 2028

Steve Andrew Cochran
Notary Signature

Steve Andrew Cochran
Print Notary Name

Notary Public of: Florida

My Commission Expires: 11/7/2028

{signature continues on following page}

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“GRANTEE”

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

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EXHIBIT "A"

Property Appraiser's ID # 22-20-27-8600-00-220

Lots 22, 23, and 24, Teeple's Addition, according to the plat thereof, as recorded in Plat Book R, Page 10, Public Records of Orange County, Florida.