

Prepared by and after recording return to:

Kathy Meena
10557 Oakview Pt. Terrace
Gotha, Fl 34734

Tax Parcel I.D. No: 06-23-27-4292-04-410

**RIGHT OF WAY
AGREEMENT**

SPECIAL HEARTS FARM

AVALON ROAD

This Right-of-Way Agreement (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is made and entered into by and between Special Hearts Farm, Inc. ("Owner"), a non-profit corporation, with its principal place of business at 10557 Oakview Pointe Terrace Gotha, FL 34734, 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.

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the project location map identified as Exhibit "A," and as more particularly described on "Exhibit B" (legal description and sketch of description), both of which are attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Owner is developing the Property as a farm, education, and housing (the “Project”); and

WHEREAS, Owner is willing to convey to County certain portions of the Property in return for credits against transportation impact fees to be paid in the future in connection with the Project; and

WHEREAS, the Orange County Engineer has declared Avalon Road to be impact fee eligible; and

WHEREAS, County and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land to County.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County (the “Parties”) agree as follows:

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

Section 2. Conveyance of Land to County by Owner.

(a) **Conveyed Lands.** Within one hundred twenty (120) days following the Effective Date, Owner shall convey to County marketable fee title to those lands described in the legal description and sketch of description attached hereto as Exhibit “C” and incorporated by this reference (the “Conveyed Lands”).

In the event conveyance does not occur within the aforesaid 120 days, the Manager of the Real Estate Management Division, or a designee, may grant an extension of up to 120 days for the conveyance to take place.

(b) *Procedure.* The conveyance of the Conveyed Lands shall be by plat dedication to the County or general warranty deed, free and clear of all liens and encumbrances, except for easements of record acceptable to County, if any. If by plat dedication, the rest of this paragraph and the following paragraphs (c), (e), and (f) will not apply. Owner shall pay all costs associated with the conveyance of the Conveyed Lands, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Conveyed Lands shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

(c) *Title Policy.* No less than thirty (30) days prior to conveyance of the Conveyed Lands, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"). The original Owner's Policy of Title Insurance (the "Title Policy") shall be delivered to County within thirty (30) days of the conveyance of the Conveyed Lands.

(d) *Value of Conveyed Lands.* The Parties hereby agree that the value of the Conveyed Lands, which has been determined in accordance with Section 23-95, Orange County Code, as may be amended from time to time, and for which Owner shall be entitled to credits against transportation impact fees to be paid in the future in connection with the Project, is \$36,600.00. This total results from an agreed-upon fair market value of \$100,000.00 per acre, or fraction thereof, and a total acreage of 0.366 acres).

(e) *Environmental Audit.* No less than thirty (30) days prior to conveyance, Owner shall submit to County a current (within 6 months of conveyance to County) Phase I environmental audit of the areas encompassed by the Conveyed Lands. The Phase I environmental audit shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule and with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. In the event the Phase I environmental audit presents a matter of concern, as determined by County, then prior to the conveyance, Owner shall submit to County a Phase II environmental audit. The Phase II environmental audit shall be conducted in accordance with the requirements of the AAIFR and ASTM E-1903-11. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) Owner shall remediate the Conveyed Lands to County's satisfaction prior to the conveyance; or (ii) Owner and County shall negotiate and enter into a separate agreement whereby Owner shall pay the full cost of remediation; or (iii) County may terminate this Agreement at its option.

(f) *Compliance with Section 286.23, Florida Statutes.* Owner shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

Section 3. Transportation Impact Fee Credits. Promptly upon County's approval of any Environmental Assessments and Title Commitment required under Section 2, and upon approval and acceptance of the general warranty deed, or in the case of conveyance by plat dedication, County's acceptance of the plat dedication, County shall credit on its books to the account of Owner, for purposes of Article IV of Chapter 23 of the Orange County Code and any successor code provisions (the "Impact Fee Ordinance"), the aforementioned amount of transportation impact fee credits to which Owner is entitled under the Impact Fee Ordinance. Such

transportation impact fee credits may only be used in transportation impact fee zone 4. Thereafter, as impact fees become payable from time to time in connection with the Project, and if so instructed by Owner, County shall deduct such amounts payable from Owner's account.

For purposes of the foregoing, County shall make deductions from Owner's account from time to time only upon receipt of written direction from Owner (or from such person or entity to whom Owner expressly may assign this authority, in writing, in the future) to effectuate the particular deduction.

Nothing herein shall prevent Owner from assigning transportation impact fee credits as provided for in Section 23-95(e) of the Orange County Code, as may be amended from time to time.

Section 4. Utilities. This agreement does not address utility requirements. Owner shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines.

Section 5. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner: Special Hearts Farm, Inc
 10557 Oakview Pointe Terrace Gotha, FL 34734-4729
 Attention: Kathy Meena

As to County: Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

With a copy to: Orange County Planning, Environmental,
and Development Services Department
Manager, Transportation Planning Division
Orange County Public Works Complex
4200 S. John Young Parkway
Orlando, Florida 32839-9205

Section 6. Covenants Running with the Land. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become a successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 to instruct County to make deductions from Owner's transportation impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

Section 7. Recordation of Agreement. An executed original of this Agreement shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days after the Effective Date.

Section 8. Applicable Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

Section 9. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 10. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further

documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

Section 11. Limitation of Remedies. County and Owner expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Agreement.

(a) *Limitations on County's remedies.* Upon any failure by Owner to perform its obligations under this Agreement, County shall be limited strictly to only the following remedies:

- (i) action for specific performance or injunction; or
- (ii) the right to set off, against the amount(s) of impact fees to be credited in favor of Owner under this Agreement, (A) any amount(s) due to County from Owner under this Agreement but remaining unpaid and (B) the cost to County of performing any action or actions required to be done under this Agreement by Owner, but which Owner has failed or refused to do when required; or
- (iii) the withholding of development permits and other approvals and permits in connection with the Project and/or the Property; or
- (iv) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands and/or any other portion of the Property as County may lawfully elect.

(b) *Limitations on Owner's remedies.* Upon any failure by County to perform its obligations under this Agreement, Owner shall be limited strictly to only the following remedies:

- (i) action for specific performance; or

- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of Owner; or
- (iv) any combination of the foregoing.

Both parties expressly waive their respective rights to sue for damages of any type for breach of, or default under, this Agreement by the other. Both parties expressly agree that each party shall bear the cost of its own attorney and legal fees for any action arising out of or in connection with this Agreement. Venue for any action initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

Section 12. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 13. Counterparts. This Agreement and any amendment(s) may be executed in up to two (2) counterparts, each of which shall be deemed an original and both of which shall constitute one and the same instrument.

Section 14. Termination; Effect of Annexation. This Agreement shall remain in effect so long as the Property remains in unincorporated Orange County, Florida, unless the Parties terminate it in writing. If any portion of the Property is proposed to be annexed into a neighboring municipality, and out of the unincorporated areas, County may, in its sole discretion, terminate this Agreement upon notice to the Owner.

[Signatures appear on following pages]

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.

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: _____

Special Hearts Farm, Inc

By: Kathy Meena

Printed name: Kathy Meena

Title: Registered Agent

Date: November 19, 2025

WITNESSES:

Emily Davis

Printed Name: Emily Davis

Erin McManus Varallo

Printed Name: Erin McManus-Varallo

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Kathy Meena, as President of Special Hearts Farm, a person, who is known by me to be the person described herein and who executed the foregoing, this 16th day of January, 2026. S/he is personally known to me or has produced Drivers License as identification and (did) did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of January, 2026



Jennifer Elliott
Notary Public

Print Name: Jennifer Elliott

My Commission Expires: 9/22/2029

Exhibit "A" Project Location Map

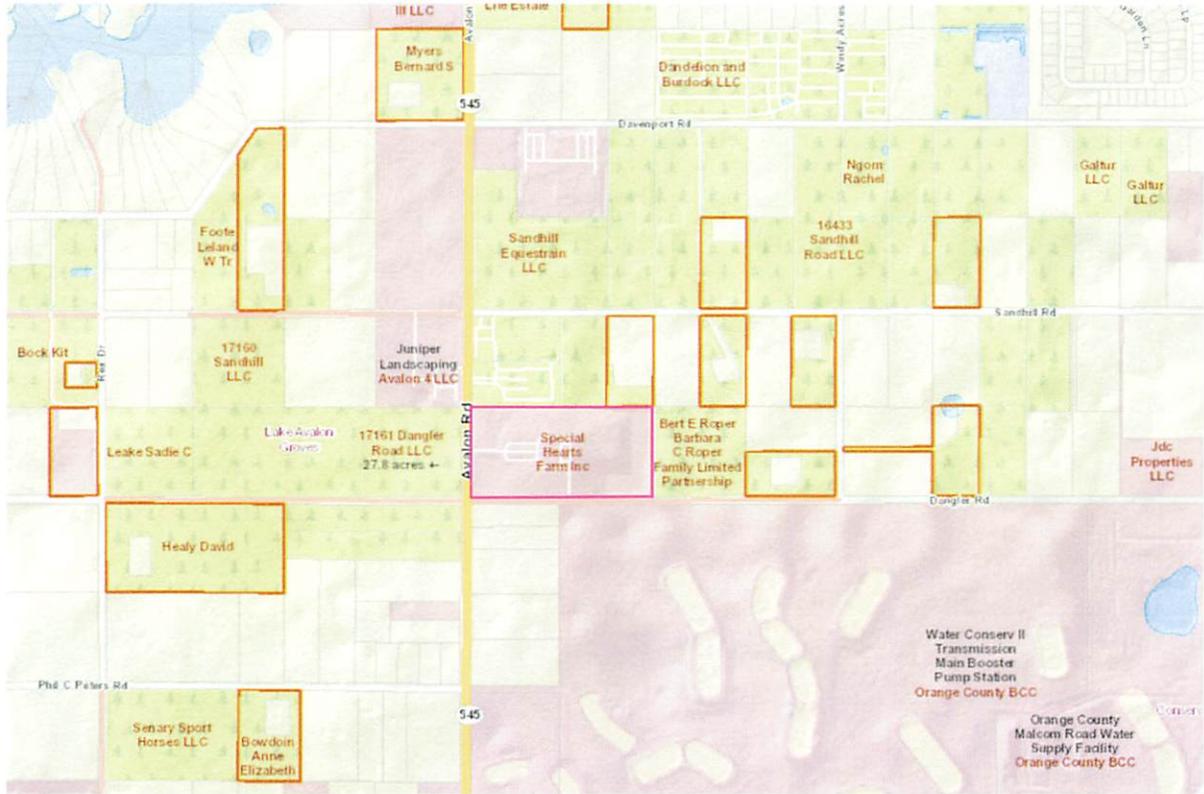


Exhibit "B"

Legal Description and Sketch of Description for Property

Lake Avalon Groves Replat J/90 Lots 41D & 42D (less any pt within the 25 ft for R/W as described in DB 402/314). 18.86 acres

Exhibit "C"

**Legal Description and Sketch of Description
 for Conveyed Lands**

LEGAL DESCRIPTION SKETCH OF DESCRIPTION

PURPOSE: RIGHT-OF-WAY DEDICATION
 PREPARED FOR: SPECIAL HEARTS FARM ADULT DAY TRAINING PROGRAM
 LOT 41D, REPLAT OF LAKE AVALON GROVES
 PLAT BOOK J, PAGE 90
 ORANGE COUNTY, FLORIDA

SURVEY NOTES
 1. THIS SURVEY IS BASED UPON THE RECORDS OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
 2. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS AND RESTRICTIONS OF RECORD.
 3. BOUNDARY ZONE IS UNABLE TO WARRANT THE ACCURACY OF THE BOUNDARY INFORMATION, STRUCTURE, EASEMENTS AND UTILITIES THAT ARE ILLUSTRATED ON THE SURVEY (OR PLAN).
 4. THIS SURVEY WAS CONDUCTED FOR THE SOLE BENEFIT OF THE INTERESTED PARTIES AND SHALL NOT BE RELIED UPON BY ANY OTHER PARTY OR INDIVIDUAL.
 5. UTILITIES AND UTILITIES DEVICES, STRUCTURES AND IMPROVEMENTS WERE NOT LOCATED UNLESS SHOWN HEREON.
SKETCH IS NOT A SURVEY

SCALE: 1"=200'

WEST 1/4 SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST F. 3/4" IRON BAR CCR#074808

LEGAL DESCRIPTION: DEDICATION RIGHT-OF-WAY
 A PORTION OF LOT 41D, OF THE PLAT OF RE-PLAT OF LAKE AVALON GROVES, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK J PAGE 90 AS RECORDED OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST THENCE N 00°21'30"E (GRID) ALONG THE WEST LINE OF SAID SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST FOR A DISTANCE OF 25.00 FEET; THENCE S89°38'30"E FOR A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE N00°21'30"E ALONG THE EXISTING RIGHT-OF-WAY LINE AS RECORDED IN OFFICIAL RECORDS BOOK 402, PAGE 314 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR A DISTANCE OF 836.48 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 41D; THENCE N28°48'33"E ALONG OF SAID NORTHERLY BOUNDARY OF LOT 41D FOR A DISTANCE OF 25.00 FEET; THENCE S00°21'30"W FOR A DISTANCE OF 836.50 TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID LOT 41D AND THE NORTH RIGHT-OF-WAY LINE OF ROAD OF SAID RE-PLAT OF LAKE AVALON GROVES; THENCE S89°31'24"W ALONG SAID THE SOUTHERLY BOUNDARY LINE OF LOT 41D FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

POINT OF COMMENCEMENT
 SW CORNER OF THE NW 1/4 OF THE SW 1/4 SECTION 8, TOWNSHIP 23 SOUTH, RANGE 27 EAST

LINE	BEARING	DISTANCE
L1	N 00°21'30" E	25.00
L2	S 89°38'30" E	33.00
L3	N 00°21'30" E	836.48
L4	N 28°48'33" E	25.00
L5	S 00°21'30" W	836.50
L6	S 89°31'24" W	25.00

PROJECT
50137-01

+
SHEET
1 OF 1

LEGEND

= SECTION CORNER

= OFFICIAL RECORDS BOOK

F = FOUND
(F) = FIELD

FIELD WORK DATE:
11/07/2025 KT

EQUIPMENT: GPGS 2011

DRAWN BY: KT

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 BOUNDARY ZONE, INC.
 ALL RIGHTS RESERVED

THIS IS TO CERTIFY THAT THIS SKETCH AND THE SURVEY UPON WHICH IT IS BASED WERE MADE IN COMPLIANCE WITH THE STANDARDS OF PRACTICE, SET FORTH BY THE FLORIDA ADMINISTRATION CODE 51-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Digitally signed by
 Kenneth P Taylor
 Date: 2025.11.13
 09:05:50 -05'00'

BOUNDARY ZONE, INC.

11000 W. BAYVIEW BLVD. SUITE 100
 TAMPA, FLORIDA 33613
 WWW.BOUNDARYZONE.COM