



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-873, **Version:** 1

Interoffice Memorandum

DATE: May 29, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Jon V. Weiss, P.E., Deputy County Administrator

PHONE: (407) 836-5393

DIVISION: Roadway Agreement Committee

ACTION REQUESTED:

Approval and execution of Acknowledgment Regarding Hartzog Road Agreement by and between Holiday Inn Club Vacations Incorporated and Orange County for the release on any further obligations except for the temporary signal. District 1. (Roadway Agreement Committee)

PROJECT: N/A

PURPOSE:

The Roadway Agreement Committee has reviewed the Acknowledgment Regarding Hartzog Road Agreement ("Acknowledgement") by and between Holiday Inn Club Vacations Incorporated and Orange County related to the construction of New Hartzog Road. The original Hartzog Road Agreement ("Original Agreement") was approved by the Board on June 3, 2008, and recorded in Orange County Public Records as Book 9712, Page 4850, as subsequently amended and supplemented. The Original Agreement provided the option, but not the obligation, for the parties to construct New Hartzog Road as a new 2-lane or 4-lane facility connecting then Flamingo Crossings Boulevard generally south and westerly to Avalon Road/C.R. 545. At their election, the developers completed a portion of New Hartzog as a 4-lane facility, with the westerly portion being constructed as a 2-lane facility. The developer has now confirmed their lack of intent to complete any additional improvements associated with New Hartzog Road pursuant to the Original Agreement.

The Acknowledgement provides for the release of any further obligations or right for Orange Lake (as the original constructing owner) to design, engineer, permit or construct any other improvement in and along New Hartzog Road, including the 4-laning of New Hartzog Road, with the exception of a

remaining obligation related to the temporary signal at New Hartzog Road and Avalon Road/C.R. 545 intersection. The County will work with other developers along the Hartzog Road corridor to provide for the final phase of improvements to this corridor, or alternatively, add the project to a future capital improvement program.

The Roadway Agreement Committee recommended approval on May 7, 2025. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

BUDGET: N/A

BCC Mtg. Date: June 17, 2025

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

Baker & Hostetler LLP
200 South Orange Avenue
Suite 2300
Orlando, Florida 32801
Attention: Gregory D. Lee, Esq.

ACKNOWLEDGMENT REGARDING HARTZOG ROAD AGREEMENT

THIS ACKNOWLEDGMENT REGARDING HARTZOG ROAD AGREEMENT (“**Agreement**”) is made and entered as of the Effective Date (hereinafter defined) by and between **HOLIDAY INN CLUB VACATIONS INCORPORATED**, a Delaware corporation formerly known as Orange Lake Country Club, Inc. (“**Orange Lake**”) having a mailing address of Holiday Inn Club Vacations Incorporated, 9271 S. John Young Pkwy, Orlando, Florida 32819, and **ORANGE COUNTY**, a political subdivision of the State of Florida (“**County**”) having a mailing address of 4200 S. John Young Parkway, Orlando, Florida 32839.

RECITALS:

A. WHEREAS, along with several other owners, Orange Lake and County are parties to that certain Hartzog Road Right of Way Agreement for the conveyance of parcels of land and construction of New Hartzog Road as approved by the Orange County Board of County Commissioners on June 3, 2008 and recorded on June 16, 2008 in Official Records Book 9712, Page 4850 of the Public Records of Orange County, Florida, as amended by that certain First Amendment to Agreement Concerning Hartzog Road Right of Way Agreement recorded on December 2, 2015 in Official Records Book 11021, Page 4154 of the Public Records of Orange County, Florida, as supplemented by that certain Supplemental Road Agreement to Hartzog Road Right of Way Agreement recorded on November 20, 2019 under Document No.: 20190732203 of the Public Records of Orange County, Florida, and that certain Second Supplemental Road Agreement to Hartzog Road Right of Way Agreement recorded on May 31, 2022 under Document No.: 20220337986 of the Public Records of Orange County, Florida (collectively “**Hartzog Road Agreement**”). The parties to the Hartzog Road Agreement, other than the County, are collectively referred to as the “**Hartzog Road Owners**”); and

B. WHEREAS, pursuant to the Hartzog Road Agreement, the Hartzog Road Owners conveyed all of the parcels of land for the road right-of-way, stormwater facilities, and for the four-laning of New Hartzog Road; and

C. WHEREAS, Orange Lake designed, engineered, permitted, and constructed the two-laning of New Hartzog Road and certain owners are to be liable for payment reimbursement

to Orange Lake with respect to the same as set forth in Section 4 of that certain Hartzog Road Right of Way Agreement as approved by the Orange County Board of County Commissioners on June 3, 2008 and recorded on June 16, 2008 in Official Records Book 9712, Page 4850 of the Public Records of Orange County, Florida; and

D. WHEREAS, except for the installation of the temporary signalization at the New Hartzog Road and Avalon Road/County Road 545 intersection (the “**Signalization**”), Orange Lake has completed all of Orange Lake’s obligations under the Hartzog Road Agreement and does not intend to design, engineer, permit, construct or perform any further work under the Hartzog Road Agreement. Construction for the Signalization commenced on June 24, 2024 and substantial completion is anticipated on or before January 15, 2025; and

E. WHEREAS, it is Orange Lake’s understanding that some of the Hartzog Road Owners who are also a party to the Village I Road Network Agreement recorded on February 20, 2020 under Document No.: 20200109451 of the Public Records of Orange County, Florida, (as the same may be amended from time to time, hereinafter collectively referred to as the “**Village I Agreement**” and the parties thereto, other than the County, are collectively referred to as the “**Constructing Owners**”) intend to amend the Village I Agreement to add provisions to the Village I Agreement such that the Constructing Owners will deliver the completion of New Hartzog Road from a two-lane road to a four-lane divided roadway. Such that the Constructing Owners will be allocated road credits by the County pursuant to the terms and conditions of the Village I Agreement; and

F. WHEREAS, Orange Lake is not a party to the Village I Agreement and does not intend to participate in the four-laning of New Hartzog Road as contemplated by the other Hartzog Road Owners pursuant to the Village I Agreement, Orange Lake is not obligated under any agreement to in anyway participate in or contribute to the same; and

G. WHEREAS, except for completion Signalization the County does not intend to request that Orange Lake perform any further work under the Hartzog Road Agreement; and

H. WHEREAS, the County and Orange Lake desire to memorialize the foregoing in writing.

NOW, THEREFORE, for and in consideration of the mutual provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is agreed between the parties to this Agreement, agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference as material provisions of this Agreement.

2. **New Hartzog Road Construction Four-Laning.** County and Orange Lake agree that other than the Signalization, Orange Lake has no further obligations under the Hartzog Road Agreement that exist after the Effective Date. County and Orange Lake agree that Orange Lake has no obligation or right to design, engineer, permit or construct any other improvements in and along New Hartzog Road, including the four-laning of New Hartzog Road, as such Orange

Lake agrees and acknowledges that it has no claim to any vested trips and road credits that may accrue with the four-laning of New Hartzog Road pursuant to the Village I Agreement.

3. **Orange Lake's Remaining Obligations.** Notwithstanding the foregoing, Orange Lake shall remain responsible to complete the Signalization including any punch list items therefore until the County has issued its Certificate of Completion or otherwise acknowledged satisfactory completion of the Signalization (the "**Completion**"). Upon Completion, the County hereby releases Orange Lake from any further obligations under the Hartzog Road Agreement.

4. **Effect of Agreement.** The effect of this Agreement is to memorialize that the four-laning of New Hartzog Road will be pursuant to the Village I Agreement; (ii) Orange Lake hereby releases and has no claims or rights to the ability to perform further work, except for the Signalization, under the Hartzog Road Agreement that may entitle it to vested trips and road credits; and (iii) in accordance with the terms of Section 3, upon Completion, the County shall fully release Orange Lake of any further or future obligation or liability and shall have no future claim(s) against Orange Lake under the Hartzog Road Agreement. Except as set forth herein, this Agreement does not modify any remaining obligation of the County or any Hartzog Road Owners under the Hartzog Road Agreement.

5. **Effective Date.** This Agreement shall become effective on later of the date of execution by Orange Lake and the approval and execution by the Board of County Commissioners.

6. **Recording of Agreement.** An executed original of this Agreement shall be recorded, at Owner's sole expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties to this Agreement on the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

**HOLIDAY INN CLUB VACATIONS
INCORPORATED, a Delaware
corporation**

Jennifer R. McGinnis
Signature of Witness
Jennifer R. McGinnis
Print Name

By: Sonya
Name: Sonya Dixon
Title: Sr. Vice President

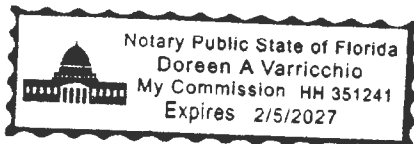
Samantha Carberg
Signature of Witness
Samantha Carberg
Print Name

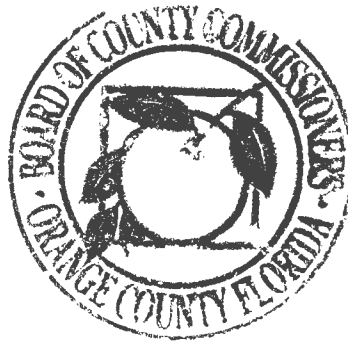
**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of January, 2025 by Sonya Dixon, as Sr. Vice President of **HOLIDAY INN CLUB VACATIONS INCORPORATED, a Delaware corporation**, on behalf of the company who is ☒ personally known to me or has produced _____ as identification.

(stamp)

Doreen A. Varricchio
NOTARY PUBLIC, State of Florida





ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Brynn Burt
Jerry L. Demings
Orange County Mayor

Date: 17 June 2025

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

By: Jennifer Lara-Klimetz
for Deputy Clerk
Print Name: Jennifer Lara-Klimetz