



Orange County Government

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

Legislation Text

File #: 25-1503, **Version:** 1

Interoffice Memorandum

DATE: November 7, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Anmber Ayub, Program Manager

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Non-Exclusive Easement Agreement by and between ARDC-Ocala 201, LLC and Orange County, and authorization to disburse funds to pay recording fees and drainage fee, and record the instrument for Flemings Road - Village I (RAC), Segments 5 and 6 (Parcel 8010). District 1. **(Real Estate Management Division)**

PROJECT: Flemings Road - Village I (RAC), Segments 5 and 6 (Parcel 8010)

PURPOSE: To provide for a wall, grading, drainage, stormwater management pond, and appurtenant facilities.

ITEM:

Non-Exclusive Easement Agreement (Instrument 8010.1/8010A.1)

Cost: Donation

Total Size: 2.38 acres

BUDGET: HMH-1454-072-5037-6110

REVENUE: N/A

FUNDS:

\$155.20 - payable to Orange County Comptroller (for recording fees and doc stamps)

\$46,380.61 - payable to Central Florida Tourism Oversight District (Drainage Fee)

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Public Works Department

REMARKS: This action grants the County an easement necessary for the widening of Flemings Road, Segments 5 and 6 ("Project"), and County agrees, subject to certain terms and conditions, to contribute towards relocation costs in an amount not to exceed \$400,000 should the owner relocate the drainage improvements within 20 years from the effective date of the agreement.

Pursuant to the terms of the Village I Horizon West Road Network Agreement approved by the Board on January 28, 2020, and recorded February 20, 2020, in Official Records of Orange County, Document No. 20200109451, and as subsequently amended ("Agreement"), the County is required to acquire any lands which are not governed by the Agreement ("Uncontrolled Lands") and are necessary for the Project.

In accordance with the Agreement, the signatory owners submitted payment to the County to fund costs associated with the acquisition of the Uncontrolled Lands ("Acquisition Payment").

The County shall disburse funds from the designated County account, where the Acquisition Payment was deposited, to pay recording fees and the drainage fee associated with this acquisition. The County shall cause the developer to pay the mitigation credit fee in the amount of \$148,750.



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: December 3, 2025

TO: Anmber Ayub, Program Manager
Real Estate Management Division, BCC

FROM: Jennifer Lara-Klimetz, Manager *JH for JLK*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Administrative Services Department
Consent Item 9, Legislative File # 25-1503, December 2, 2025

Enclosed is the Non-Exclusive Easement Agreement (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on December 2, 2025.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcGill@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before January 2, 2026, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

jlk:th

Enclosure (1)

dl: Luciana Mino, Assistant Manager, Real Estate Management Division, BCC [email]
Carla Bell Johnson, Deputy County Administrator, BCC [email]
Ambar Payne, Executive Assistant, Administrative Services Department, BCC [email]
Laura F. Lee, Administrative Assistant, Real Estate Management Division, BCC [email]
Pending File

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 02 2023

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

Anmber Ayub, 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 19-24-27-0000-00-010

Instrument: 8010.1 and 8010A.1

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

THIS IS A DONATION

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS NON-EXCLUSIVE EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the date on which the last party has executed this Agreement (the “**Effective Date**”), by and between **ARDC-OCALA 201, LLC**, a Florida limited liability company, whose address is 1375 Buena Vista Drive, 4th Floor, Lake Buena Vista, Florida 32830 (“**ARDC**”), and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida, whose post office address is Post Office Box 1393, Orlando, Florida 32802-1393 (“**County**”).

RECITALS

A. WHEREAS, certain roadway improvements are being made to C.R. 545 (a/k/a Avalon Road) and Flemings Road in Orange County, Florida, by and/or on behalf of the County (the “**Project**”);

B. WHEREAS, in connection with the Project, Poulos & Bennett, LLC prepared those certain Construction Plans for Flemings Road Segments 5 and 6 (CIP No. 5037), under P&B Job No. 19-141 (the “**Construction Plans**”). All references herein to the Construction Plans shall be deemed to refer to same as permitted by the County;

C. WHEREAS, County has requested a non-exclusive easement over a portion of certain property owned by ARDC (referred to herein as the Easement Area and described and defined

below) for the construction, operation and maintenance of a slope, fill, walls, drainage stormwater management pond, a drainage ditch, pipes, and other ancillary underground or at-grade facilities within the Easement Area in accordance with the Construction Plans; and

D. WHEREAS, ARDC agrees to grant County a non-exclusive easement to use the Easement Area solely for the Permitted Use (defined below), and for no other purpose or use whatsoever, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual agreements of the parties hereto and other valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement. ARDC does hereby give and grant to County a non-exclusive easement (the “**Easement**”) with full authority for the County and its employees, contractors, subcontractors, consultants, and agents (collectively, the “**Authorized Personnel**”) to enter upon, inspect, construct, repair, replace, operate, maintain, and service, as the County and its Authorized Personnel may deem reasonably necessary, a wall, grading, drainage stormwater management pond, and appurtenant facilities (the “**Improvements**”) in conformity with the Construction Plans and for no other purpose (the “**Permitted Use**”) over, under and upon certain lands situate in Orange County, Florida, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Easement Area**”).

2. County’s Use of Easement Area. The Permitted Use includes the right of County, its successors and Authorized Personnel to clear and keep clear from the Easement Area all trees, undergrowth, buildings, utilities, driveways, structures, obstructions, obstacles, crops, landscaping other than sod or similar type of ground cover, and other impediments, which, in County’s opinion, may endanger or interfere with the safe and efficient inspection, construction, repair, replacement, operation, maintenance, or service of the Easement Area.

3. Ownership of the Easement Area. ARDC represents and warrants to County that ARDC is lawfully seized of the Easement Area and has good right and lawful authority to grant the Easement and that ARDC will defend the same against the lawful claims of all persons claiming by, through and under ARDC but not otherwise. Notwithstanding the foregoing, County accepts the Easement and Easement Area subject to all title matters of record.

4. Limitation of Rights. This Agreement creates a non-exclusive easement only for the Permitted Use, and County does not have and shall not (at any time) claim any other interest or estate of any kind or extent whatsoever in the Easement Area by virtue of this Agreement or County’s use of the Easement Area pursuant hereto.

5. ARDC’s Reservation of Rights. Subject to the rights created herein, ARDC expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations and/or easements, any and all portions of the area upon, above or under the Easement Area (in ARDC’s sole and absolute discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous property, provided that such right does not materially and adversely interfere with

County's Permitted Use of the Easement Area pursuant to the terms hereof. In furtherance and not in limitation of the foregoing, ARDC reserves the right, but not the obligation, to do all or any of the following without County's consent:

a) to enter upon the Easement Area at any time to inspect the operation, sanitation, safety, maintenance, and use thereof (including testing of the MS4 permit parameters for the quality of surface water being discharged into/onto/from the Easement Area at any time and from time-to-time), and to perform any repair or maintenance of the Easement Area not timely performed by County, and to enter upon the Easement Area at any time to remedy any condition thereof in the event of an emergency. ARDC shall not assume any responsibility for the performance of any of County's obligations hereunder, or any liability arising from the improper performance thereof by ARDC, except if and to the extent such liability results from the negligence and/or willful misconduct of ARDC;

b) to uses that do not materially adversely impact the Easement or the rights granted to County herein and are constructed and maintained at ARDC's sole cost and expense; and

c) to upgrade or modify the Improvements within the Easement Area (at ARDC's sole cost and expense); to increase the stormwater drainage, flow and/or retention capacity of the Improvements; or to allow the Improvements to accept and retain drainage from other properties; so long as such modifications and subsequent uses will not materially adversely impact the Easement or the rights granted to County herein, and to, thereafter, cause other properties to drain into the Improvements.

6. Relocation of Improvements. ARDC reserves the right, but not the obligation, to relocate, alter or modify, the location of all or any portion of the Improvements to another location either within or outside of the Easement Area, at ARDC's cost and expense but subject to the limited reimbursement provisions in Paragraph 7 herein, provided that:

a) County may discharge, and ARDC agrees to receive surface water from the Project as permitted by the South Florida Water Management District ("**SFWMD**") under permits 48-110514-P (application 231002-40628) and 48-111107-P (application 231004-40659);

b) such relocation shall not materially adversely impact the Easement and/or the rights granted to County herein;

c) County shall review and approve in writing any change to the Easement, Easement Area, and/or the rights granted to County herein, which review and approval shall not be unreasonably withheld;

d) ARDC shall not owe County any compensation for the Easement interest itself in the event of any relocation;

e) in the event of any such relocation, alteration or modification, County shall, at ARDC's option, either:

i. execute a termination of this Agreement and enter into a new agreement, in substantially the same form as this Agreement, to be recorded, at ARDC's sole expense, in the

Public Records of Orange County to encumber the new easement area, in which event this Agreement shall be considered terminated as to the portion of the Easement Area vacated by such relocation and all rights and obligations of the County contained herein with respect to the Easement Area shall be described in such subsequent agreement; or

ii. execute an amendment to this Agreement, to be recorded, at ARDC's sole expense, in the Public Records of Orange County to amend the description of the Easement Area to encumber the designated location where the Improvements are to be relocated;

f) County shall cooperate with ARDC in taking all steps reasonably necessary or appropriate to accomplish the release of designated portions of the Easement Area from the effect of this Easement Agreement and the relocation, alteration or modification of the Easement Area and the Improvements, in whole or in part;

g) If ARDC exercises its right to relocate, alter or modify, the location of all or any portion of the Improvements to another location outside of the Easement Area to lands owned by a third party, then ARDC shall be responsible for acquiring fee title to or an easement interest in (at ARDC's sole and absolute election) such lands at no cost to County; If any or all of the Easement Area or the Improvements are to be relocated, altered, or modified, ARDC may, or County shall, upon ARDC's request (at ARDC's cost and expense and subject to the limited reimbursement provisions in Paragraph 7 herein) promptly remove the existing Improvements and restore the Easement Area to the same condition existing at the time of the execution of this Easement Agreement, and commence construction of the new Improvements on such new location designated by ARDC; and

h) ARDC shall use commercially reasonable efforts to minimize any disruption in the use of the Easement Area and the rights granted herein. To the extent that ARDC exercises its relocation rights hereunder and performs the relocation itself, ARDC, its successors and assigns, shall indemnify, defend and hold County, its successors and assigns, harmless from and against any and all loss, cause, damage, expense, injury, claim and liability (including, without limitation, reasonable attorney's fees and paraprofessional fees at any pre-trial, trial or appellate proceedings) which County, its successors and assigns, may suffer or incur solely as a result of the negligent or willful acts of ARDC or its agents or contractors in connection with such relocation. Notwithstanding the foregoing, County shall not be obligated to discontinue use of the then existing Improvements for the Permitted Use, and ARDC shall not relocate, alter or modify the then existing Improvements in a manner that materially adversely impacts County's use of the then existing Improvements for the Permitted Use, until the relocated/replacement Improvements have been constructed and a certificate of completion (or other evidence that County may utilize the relocated/replacement Improvements) has been issued.

7. Limited Reimbursement for Relocation. County agrees and recognizes that ARDC may incur substantial costs to relocate the Easement Area or Improvements under Paragraph 6 above and as such, and in consideration for ARDC's donation of the Easement, County agrees to contribute a limited reimbursement to ARDC subject to following conditions:

a) ARDC shall notify County, in writing, of its intent to relocate the Easement Area or Improvements no less than two (2) years prior to the commencement of such relocation;

b) Prior to any relocation, alteration, or modification of the Improvements, ARDC shall submit plans and specifications to the County for review and written approval and the County shall have the right to review, approve, and verify that such work will not adversely affect the County's roadway drainage system (such written approval by the County shall not be unreasonably withheld);

c) ARDC agrees that any relocation of the Easement Area or Improvements will be subject to the conditions and requirements in Paragraph 6 herein, including any land acquisition costs that will be borne exclusively by ARDC;

d) To the extent that ARDC incurs design and/or construction costs for relocation of any part of the Easement Area or Improvements, including removal of any portion of the Improvements to another location outside of the Easement Area (which may include cost allocation of engineers and other professionals employed by ARDC or its affiliates) ("**Relocation Costs**"), County will reimburse ARDC for all such costs in an amount not to exceed \$400,000.00 in the aggregate;

e) Such Relocation Costs will be reimbursed by County after County's written approval of the plans and within 180 days after receipt of written demand from ARDC accompanied by reasonable evidence of incurrence and expenditure by ARDC but in no event shall any payment be due within the first 18 months after the notice of intent to relocate has been provided by ARDC in subparagraph 7(a) above;

f) Other than written demands that have been submitted pursuant to subparagraph (e) above, the County's obligation to reimburse relocation costs shall terminate twenty (20) years from the Effective Date of this Agreement, and any such costs incurred thereafter shall be at borne solely by ARDC.

8. Covenants of ARDC. ARDC covenants and agrees that no buildings, utilities, structures, obstructions, obstacles, driveways, crops, landscaping other than sod or similar type of ground cover, or impediments shall be located, constructed, excavated, or created within the Easement Area by ARDC or its successors and assigns.

9. Covenants of County. County, for itself, and its Authorized Personnel, covenants and agrees that its Permitted Use of the Easement Area shall:

a) not interfere with or prevent the following: (i) development, use and maintenance by ARDC of the Easement Area or other property around the Easement Area; and (ii) any development, construction, improvement, or other activity or use now or in the future existing on or about the Easement Area and/or other property around the Easement Area so long as such use does not materially adversely impact the rights granted to County herein;

b) not interfere with or disturb any threatened or endangered plant or animal life on, under or above the Easement Area or other property around the Easement Area without first obtaining necessary Governmental Permits (defined below) as provided herein;

c) not interfere with any existing license, easement, reservation or right-of-way upon, above, over, through, under or across the Easement Area;

d) comply and ensure (at County's sole cost and expense) that the quality of all surface water discharged into/onto the Easement Area complies, with all permit conditions, state and federal laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all applicable decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, "**Laws**");

e) obtain, prior to commencement of any work in and/or affecting the Easement Area and, except as otherwise provided below, maintain, update and comply with all applicable local state and federal permits and approvals (all at County's sole cost and expense) in connection with County's use of the Easement Area, including completing and delivering to SFWMD, on SFWMD's form if applicable, notice of transfer to County, and assumption by County, of the responsibility for operation and maintenance of the Improvements (collectively, the "**Governmental Permits**");

f) enter into a drainage agreement directly with the Central Florida Tourism Oversight District ("**CFTOD**"), or at ARDC's sole election, if ARDC enters into a drainage agreement, accept and assume in writing a written assignment of such drainage agreement, including any maintenance or remedies required to comply with the terms or conditions of said drainage agreement or any other liabilities under the drainage agreement, including but not limited to the payment of a drainage fee to CFTOD, which CFTOD represents will be in an amount equal to \$46,380.61;

g) prior to submitting applications for any future Governmental Permits, County shall submit to ARDC and Central Florida Tourism Oversight District, for their review and comment, draft applications for any future Governmental Permits;

h) County acknowledges and agrees that nothing set forth in this Agreement is intended to be or shall constitute a representation or warranty by ARDC that: (a) the Easement Area meets applicable requirements for the development and/or use of the Improvements, or for the future use as and for the Permitted Use; and/or (b) any or all of the Governmental Permits required for the development and use of the Improvements, or for the use and/or operation of the Easement Area for the Permitted Use, are or will be obtainable;

i) County acknowledges that the Easement Area is subject to a permit issued to ARDC by the ACOE (the "**ACOE Permit**") and that construction and use of the Improvements are subject to the ACOE Permit. County is expressly prohibited from taking any action that may affect ARDC's ACOE Permit without ARDC's express prior written approval, which may be granted or withheld in ARDC's sole and absolute discretion;

j) County further acknowledges that ARDC has submitted a project notification to the ACOE for impacts to the waters of the U.S. as a result of the construction of the Improvements. Based upon the Project Notification, construction and/or use of the Improvements will require that 1.19 wetland mitigation credits be applied under the ACOE Permit ("**Mitigation Credits**"). ARDC and/or its affiliates have such Mitigation Credits available, and ARDC will apply or has applied for available Mitigation Credits on behalf of County to initially construct and/or use the Improvements. As a result, County shall pay or cause to be paid to ARDC a fee in the amount of

\$125,000.00 per Mitigation Credit (for a total of \$148,750.00 for the 1.19 Mitigation Credits) to be so applied by ARDC (the "**Mitigation Credit Fee**"). The Mitigation Credit Fee shall be payable to ARDC on or before June 1, 2026, and shall be non-refundable to County for any reason whatsoever;

k) not, by any act or omission, render ARDC liable for any violation of any Laws and/or Governmental Permits. County, upon discovery of such violation, shall notify ARDC promptly (but in no event later than twenty-four (24) hours after the occurrence) of any condition which may: (i) violate this Agreement; (ii) result in noncompliance with any Laws; (iii) require additional Governmental Permits; or (iv) conflict with any Governmental Permits previously issued to County. Said notification shall include a description of the occurrence and the planned course of action to remedy the situation. Said planned course of action shall be subject to ARDC's approval (which ARDC may grant or withhold in its sole and absolute discretion) and shall be implemented at County's sole cost and expense;

l) not relocate, alter or modify all or any portion of the Improvements except in accordance with the Construction Plans without first obtaining written consent of ARDC, consent which shall not be unreasonably withheld;

m) not cause, allow, give permission for or suffer any hazardous waste, toxic substances or related materials as defined by any Laws (collectively, "**Hazardous Materials**") to be used, placed, misused or disposed of upon, above or under, or transported to or from, the Easement Area or other property around the Easement Area (collectively, "**Hazardous Materials Activities**"). ARDC shall not be liable to County for any Hazardous Materials Activities caused by County or its Authorized Personnel. To the fullest extent permitted by law, County shall be liable to ARDC for any and all Hazardous Materials Activities and any and all hazardous spills, fires, or other environmental hazard on the Easement Area or ARDC's Property caused by County or its Authorized Personnel resulting from construction, repair, replacement, maintenance or operation of the Improvements;

n) upon completion of the work, remove any temporary improvements and equipment placed on the Easement Area and restore both the ground surface of the Easement Area and any grass, irrigation lines and equipment, and landscaping in or on the Easement Area at the time of commencement of the work, in accordance with the Construction Plans;

o) not permit any lien to be filed against the Easement Area or other property around the Easement Area for labor or materials in connection with work of any character performed or claimed to have been performed on the Easement Area or other property around the Easement Area at the direction or sufferance of County or its Authorized Personnel; and

p) maintain the Easement Area and all Improvements in working order and in a slightly condition (including routine landscape maintenance of all grass and vegetation).

10. Breach by County. County shall have twenty-one (21) days (or such shorter period of time as imposed by Laws and/or Governmental Permits) after written notice from ARDC to cure any breach of this Agreement. If such breach cannot reasonably be cured within the twenty-one (21) day period, County shall have such reasonable period necessary to cure the breach provided that:

(i) County has timely initiated cure and is proceeding with due diligence to cure such breach; and
(ii) if a cure period is imposed by Laws and/or Governmental Permits, then County must comply with such cure period. If County fails to cure any breach within the applicable cure period then (in addition to any other remedies at Law or in equity) ARDC shall have the right, but not the obligation, to cure any such breach and the costs thereof shall be paid by County promptly after written demand.

11. Conformance with Applicable Laws. All work performed by the County or its Authorized Personnel within the Easement Area shall: (a) comply with all applicable laws and all permits, approvals, codes, and requirements of applicable governmental authorities, (b) be performed in a safe and workmanlike manner, and (c) be paid for in a timely manner and lien-free. County, at County's sole cost and expense, shall obtain all Governmental Permits and approvals required for the performance work within the Easement Area. County shall promptly repair any damage to any improvements or other property of ARDC located on or about the Easement Area, as applicable, caused by the Authorized Personnel.

12. Insurance. County shall maintain its self-insurance or commercial insurance programs sufficient to enable payment of any losses, liabilities, costs, damages, or claims which may arise as a result of its (and its Authorized Personnel's) access, occupancy, use, operation of the Easement Area and are their responsibility under this Agreement. In furtherance and not in limitation thereof: (i) without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, County agrees to be self-insured for Commercial General Liability and Automobile Liability with coverage limits of as set forth in Section 768.28, Florida Statutes; (ii) agrees to maintain commercial insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes; and (iii) upon reasonable request by ARDC, County shall provide an affidavit or Certificate of Insurance evidencing self-insurance or commercial insurance up to sovereign immunity limits evidencing the coverage required hereunder. In addition to the foregoing, County shall require all contractors, consultants and other third parties entering and/or performing work on the Easement Area on its behalf to maintain insurance as required by the County's internal policies and at the levels outlined below and naming ARDC and its affiliated companies as additional insureds:

Class of Insurance	Required Amount
Commercial General Liability (Owner to be named as additional insured)	\$1,000,000 per occurrence and \$2,000,000 aggregate
Commercial Automotive Liability	\$ 500,000 - "Any Auto Basis"
Worker's Compensation/Employer's Liability	\$ 500,000
Bodily Injury by Accident (each accident)	\$ 500,000
Bodily Injury by Disease (Policy limit)	\$ 500,000
Bodily Injury by Disease (each employee)	\$ 500,000
Professional Liability	\$1,000,000

Prior to allowing such third parties on the Easement Area County shall provide Certificates of Insurance evidencing such third parties' required insurance hereunder. ARDC shall have the right to bar access to the Easement Area to any third party that fails to provide in advance the required Insurance Certificate.

13. Assignment. ARDC may at any time, in its sole and absolute discretion, assign, transfer or convey its rights and obligations hereunder in whole or in part. Unless the liability of ARDC occurred prior to assignment, transfer or conveyance, any such assignment, transfer or conveyance (which shall include, without limitation, any conveyance of fee simple title to the property containing the Easement Area), the liability of ARDC under this Agreement shall automatically terminate, and ARDC's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of ARDC hereunder. This Agreement involves the granting of a personal right by ARDC to County and, therefore, neither this Agreement nor any interest herein or rights hereunder may be assigned, transferred or conveyed in whole or in part by County without the prior written consent of ARDC, which consent may be granted or denied in ARDC's sole and absolute discretion; provided, however, that the foregoing shall not be construed as a limitation in the rights of County and its Authorized Personnel to perform work as set forth in this Agreement.

14. No Warranty; Entire Agreement. ARDC makes no representations, statements, warranties, or agreements to County in connection with this Agreement or the Easement Area, other than as may be set forth herein. This Agreement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto in the same manner as executed herein.

15. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given and received: (i) on the same day it is personally delivered to the intended recipient at the address set forth below; (ii) the next business day if sent by reputable overnight courier to the intended recipient at the address set forth below; or (iii) three (3) business days after it is deposited in the United States registered or certified mail, postage prepaid, return receipt requested, to the address set forth below:

As to ARDC:	<i>with a copy to:</i>
ARDC-OCALA 201, LLC 1375 Buena Vista Drive, 4th Floor North Lake Buena Vista, Florida 32830 Attn: Legal Department, Real Estate	ARDC-OCALA 201, LLC 1375 Buena Vista Drive Lake Buena Vista, Florida 32830 Attn: Master Planning Executive
As to County:	<i>with a copy to:</i>
Orange County Public Works Department Attention: Director 4200 S. John Young Parkway Orlando, FL 32839	Orange County Attorney's Office Attention: Legal Department P.O. Box 1393 Orlando, FL 32802-1393

Either party may designate a different address for notice and other communications following prior notice to the other. Attorneys are hereby authorized to provide any notice or other communication on behalf of their client.

16. Counterparts. This Agreement and any amendments may be executed in up to two (2) counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same Agreement.

17. Governing Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

18. Waiver of Jury Trial; Jurisdiction. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then exclusively before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then exclusively before any other court sitting in Orange County, Florida, having subject matter jurisdiction. THE PARTIES CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY SUCH COURT AND AGREE TO ACCEPT SERVICE OF PROCESS OUTSIDE THE STATE OF FLORIDA IN ANY MATTER TO BE SUBMITTED TO ANY SUCH COURT PURSUANT HERETO AND EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY MATTERS ARISING UNDER THIS AGREEMENT.

19. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any entity or person other than the parties hereto or to make any entity or person a third-party beneficiary of this Agreement.

20. Construction of Agreement. This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Agreement or considered in construing this Agreement. The above recitals are true and correct and form a material part of this Agreement.

21. No Implied Waiver. No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now hereafter existing at law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any or all of the foregoing rights, powers or remedies must be in writing. The rights and remedies of ARDC provided for under this Agreement are in addition to any other rights and remedies provided by law or in equity.

22. Attorneys' Fees. 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 Agreement, or the breach, enforcement, or interpretation of this 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.

Instrument: 8010.1 and 8010A.1

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

23. No Public Rights Created. Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area.

24. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision; in the event that a valid, legal, and unenforceable provision cannot be crafted, then this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end only, this Agreement is declared severable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Instrument: 8010.1 and 8010A.1

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

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

WITNESS #1

Signature

Print Name

Mailing
Address: _____

City: _____ State: _____

Zip
Code: _____

WITNESS #2

Signature

Print Name

Mailing
Address: _____

City: _____ State: _____

Zip
Code: _____

STATE OF _____
COUNTY _____
OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____, as _____, of **ARDC-OCALA 201, LLC**, a Florida limited liability company, on behalf of the company. The

“ARDC”

ARDC-OCALA 201, LLC,
a Florida limited liability company

By: _____

Signature

Print Name

Title

Instrument: 8010.1 and 8010A.1

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

individual ☐ is personally known to me or ☐ has produced _____ as
identification.

(Notary Stamp)

Notary Signature

Print Notary Name

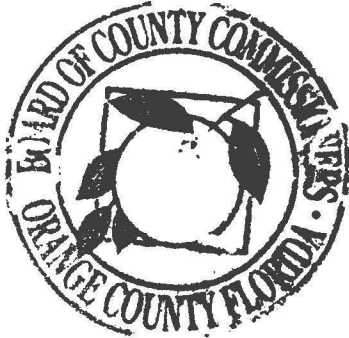
Notary

Public of: _____

My Commission

Expires: _____

Instrument: 8010.1 and 8010A.1
Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road



“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: 2 December 2025

ATTEST:

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

By: *Jennifer Lam-Klimetz*
Deputy Clerk
Jennifer Lam-Klimetz
Printed Name

Instrument: 8010.1 and 8010A.1
Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

EXHIBIT A
EASEMENT AREA

SKETCH OF DESCRIPTION

SHEET 1 OF 2

Description:


A portion of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida; thence North 00°22'56" East along the East line of the Southeast 1/4 of said Section 19, a distance of 1337.50 feet to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 19; thence South 89°10'41" West along the South line of said Northeast 1/4 of the Southeast 1/4, a distance of 935.53 feet to the Easterly right of way line of County Road No. 545 (Avalon Road), a 66.00 foot wide right of way as described in Deed Book 402, Page 312, Public Records of Orange County, Florida; thence North 19°26'28" East along said Easterly right of way line, 82.39 feet to the North line of property described in Instrument No. 20190265355, Public Records of Orange County, Florida for the POINT OF BEGINNING; thence continue North 19°26'28" East along said Easterly right of way line, 322.82 feet; thence departing said Easterly right of way line run South 70°33'32" East, 30.00 feet; thence South 23°57'13" East, 8.70 feet; thence South 50°47'08" East, 399.38 feet; thence South 13°49'22" East, 71.37 feet to aforesaid North line of property described in Instrument No. 20190265355 and to the beginning of a non-tangent curve concave Northerly having a radius of 1008.00 feet, a chord bearing of South 87°22'34" West, a chord length of 237.87 feet; thence run along said North line and the arc of said curve through a central angle of 13°33'08", an arc length of 238.42 feet to a point of tangency; thence continue along said North line the following two (2) courses: (1) North 85°50'52" West, 201.31 feet; (2) thence North 40°50'52" West, 41.82 feet to the POINT OF BEGINNING.

Containing 94471 square feet, 2.169 acres, more or less.

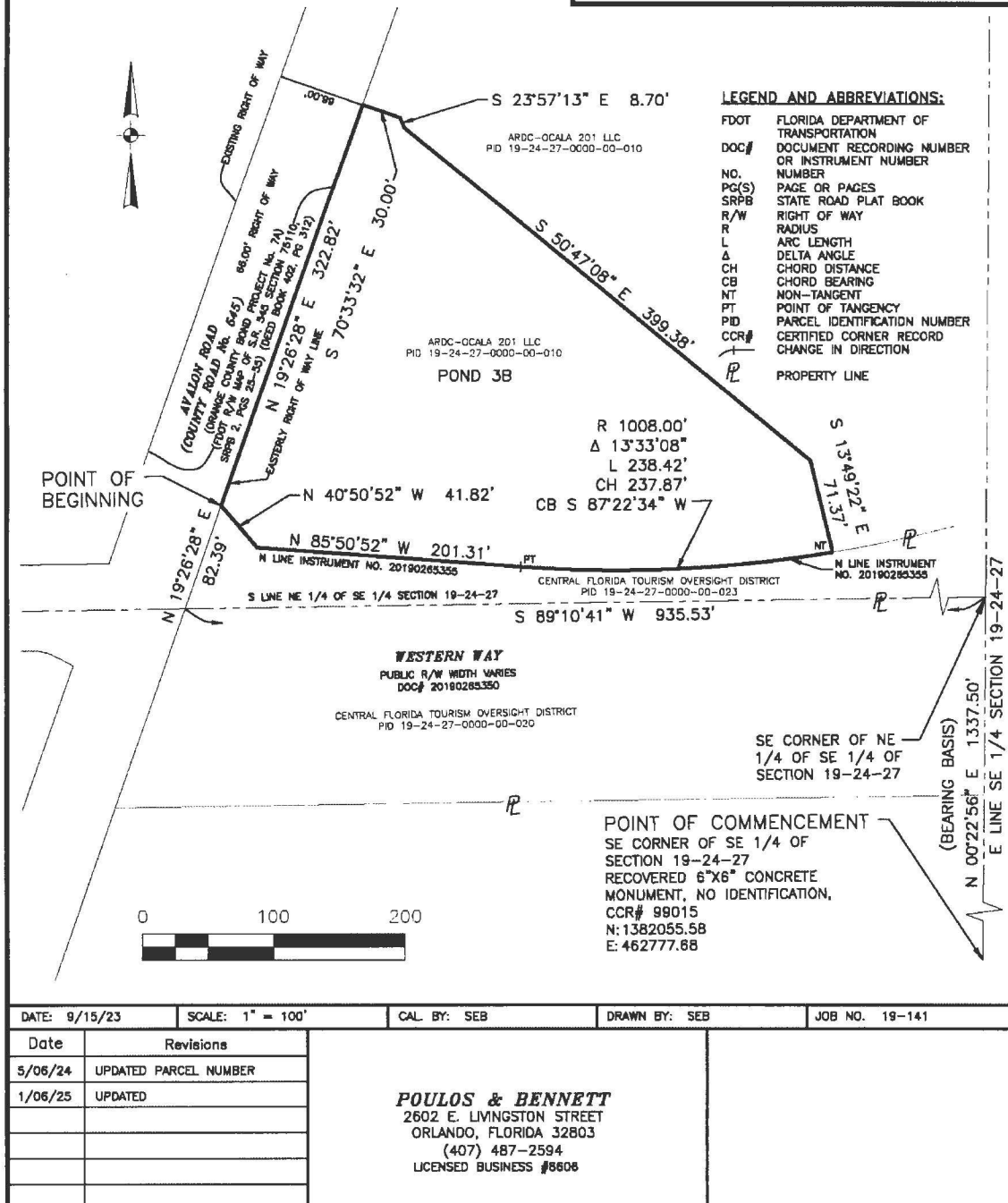
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SE 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING N00°22'56"E A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT), EAST ZONE, REFERENCED TO TO NGS CONTROL POINTS GIS 0250 ROY BARTH 3 (N:1472568.84, E:444846.56) AND E160 ROSE (N:1458423.76, E:450660.25).
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
4. THIS IS NOT A SURVEY.

DATE: 9/15/23		SCALE: N/A	CAL. BY: SEB	DRAWN BY: SEB	JOB NO. 19-141
Date	Revisions	FLEMINGS ROAD SEGMENTS 5 & 6 POULOS & BENNETT 2602 E. LIVINGSTON STREET ORLANDO, FLORIDA 32803 (407) 487-2594 LICENSED BUSINESS #8606			I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  STEVEN E. BLANKENSHIP P.S.W. #5361 STATE OF FLORIDA
5/05/24	UPDATED PARCEL NUMBER				
1/05/25	UPDATED				

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

SHEET 2 OF 2



Instrument: 8010.1 and 8010A.1

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

SKETCH OF DESCRIPTION

SHEET 1 OF 2

Description:

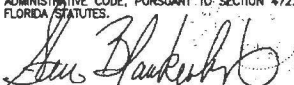
A portion of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida; thence South 00°22'56" West along the East line of the Northeast 1/4 of the Southeast 1/4 of said Section 19, a distance of 668.75 feet to the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 19; thence departing said East line run South 89°04'04" West along said North line, 671.25 feet to the POINT OF BEGINNING; thence departing said North line run South 19°26'28" West, 317.20 feet; thence North 70°33'32" West, 30.00 feet to the Easterly right of way line of County Road No. 545 (Avalon Road), a 66.00 foot wide right of way as described in Deed Book 402, Page 312, Public Records of Orange County, Florida; thence North 19°26'28" East along said Easterly right of way line, 306.06 feet to the aforesaid North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4; thence departing said Easterly right of way line run North 89°04'04" East along said North line, 32.00 feet to the POINT OF BEGINNING.

Containing 9349 square feet, 0.215 acres, more or less.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SE 1/4 OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY FLORIDA, BEING S00°22'56"W A GRID BEARING BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD-83-2011 ADJUSTMENT), EAST ZONE, REFERENCED TO TO NGS CONTROL POINTS GIS 0250 ROY BARTH 3 (N:1472568.84, E:444846.56) AND E160 ROSE (N:1458423.76, E:450660.25).
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.
4. THIS IS NOT A SURVEY.

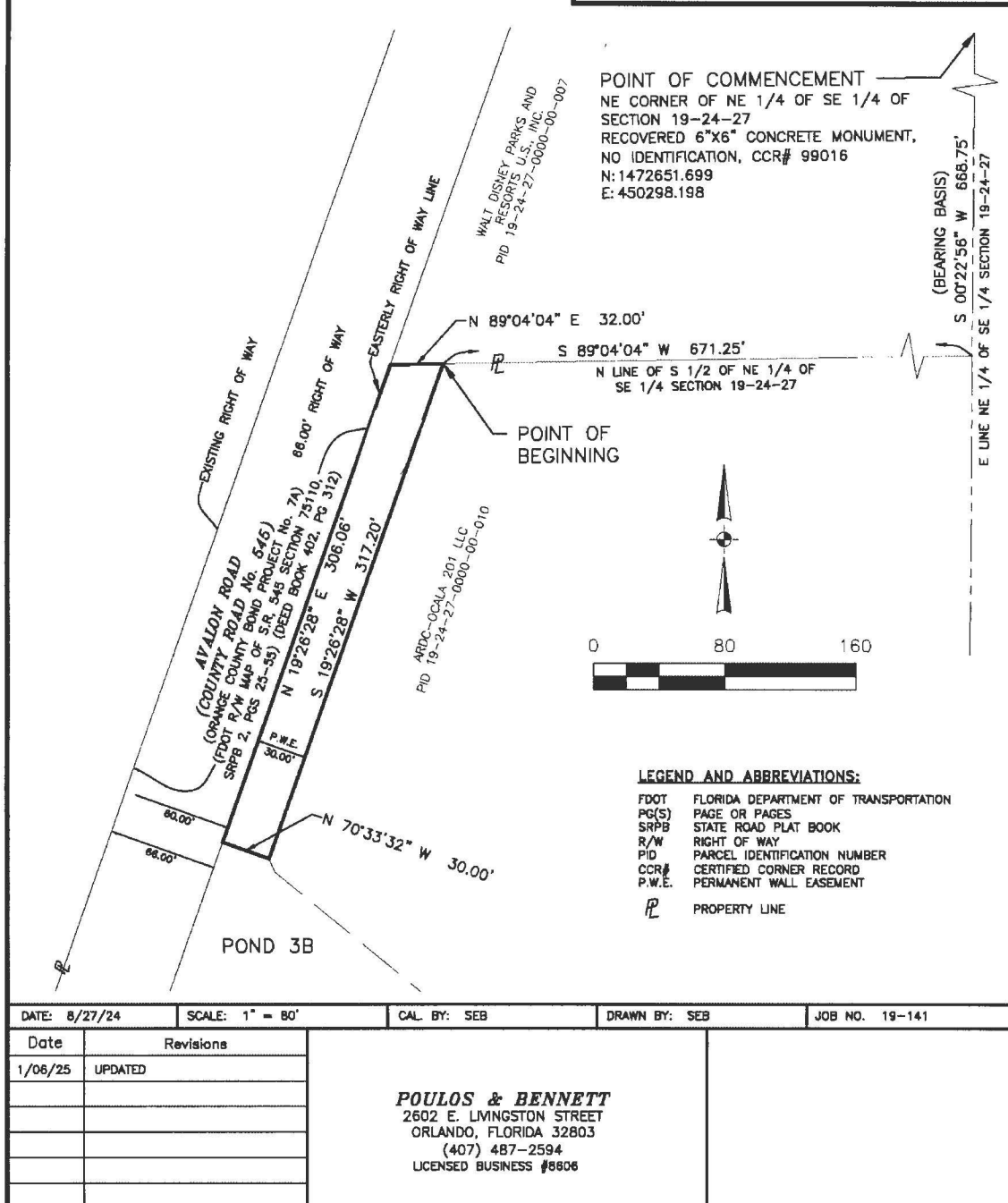
DATE: 8/27/24	SCALE: N/A	CAL BY: SEB	DRAWN BY: SEB	JOB NO. 19-141
Date	Revisions	FLEMINGS ROAD SEGMENTS 5 & 6 POULOS & BENNETT 2602 E. LIVINGSTON STREET ORLANDO, FLORIDA 32803 (407) 487-2594 LICENSED BUSINESS #8806		
1/06/25	UPDATED			
		<p>I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 6J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p> STEVEN E. BLANKENSHIP P.S.M. #5361 STATE OF FLORIDA</p>		

Instrument: 8010.1 and 8010A.1

Project: Village I – Horizon West – C.R. 545 (Avalon Road) & Flemings Road

SKETCH OF DESCRIPTION

SHEET 2 OF 2



REAL ESTATE MANAGEMENT REQUEST FOR FUNDS (RFF)

Project Name: Flemings Road - Village I (RAC), Segments 5 & 6

Date: November 3, 2025

Parcel #s: 8010 and 8010A

District #: 1

Approval: BCC

Type of Transaction: N/A

Donation

Total Amount: \$ 46,535.81

PAYABLE TO:

Charge to Account: HMM-1454-072-5037-6110

Public Works Department

Orange County Comptroller
P.O. Box 38
Orlando, Florida 32802
Recording Fees: \$155.20

Central Florida Tourism Oversight District
1900 Hotel Plaza Boulevard
Lake Buena Vista, Florida 32830
Drainage Fee: \$46,380.61

Total: \$46,535.81

Controlling Agency's Approval Signature:

Damian E. Czapka Chief Engineer
Print Name and Title

Damian E. Czapka 11/05/25
Signature (must be wet ink) Date

Controlling Agency's Fiscal Approval Signature:

Brett Packard Interim Manager
Print Name and Title

Brett Packard 11/5/2025
Signature (must be wet ink) Date

Form Prepared by:

Sara Solomon, Senior Title Examiner

407-836- 8105

sara.solomon@ocfl.net

SPECIAL INSTRUCTIONS

Hold check for REM to pick-up. DO NOT MAIL.

Please email Geoffrey.Lee@ocfl.net and Faye.Lee@ocfl.net when the check is ready for pick-up.

REAL ESTATE MANAGEMENT APPROVAL

Luciana Mino 11/6/25
Luciana Mino, Assistant Manager Date

BCC APPROVAL

J. Knight DEC 02 2025
for Deputy Clerk of the Board Signature Date

ORDINANCE Stamp

BCC Stamp

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 02 2025

Real Estate Management Division Use Only Routing Checklist Approval Dates

Agency _____ REM Mgmt. _____ BCC X Finance _____