



Orange County Government

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

Legislation Text

File #: 25-529, **Version:** 1

Interoffice Memorandum

DATE: March 19, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Mindy T. Cummings, Manager

FROM: Sara Solomon, Senior Title Examiner

CONTACT: Mindy T. Cummings, Manager

PHONE: 407-836-7090

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Amendment to Regulatory Conservation Easement in Exchange for Substitute Mitigation by Orange County and St. Johns Water Management District; two Notice of Reservation; and Access and License Agreement between Orange County, Florida and KB Home Orlando LLC (Oasis Reserve) for Oasis Reserve Access and License Agreement. District 3. **(Real Estate Management Division)**

PROJECT: Oasis Reserve Access and License Agreement

PURPOSE: To provide access for construction of drainage facilities and reservation for maintenance of drainage facilities.

ITEM:

Amendment to Regulatory Conservation Easement

Revenue: None

Size: 2.328 acres

Notice of Reservation (Drainage)

Revenue: None

Size: .226 acres

Notice of Reservation (Drainage and Maintenance)

Revenue: None

Size: 2.102 acres

Access and License Agreement

Revenue: None

Size: .226 acres

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division

County Attorney's Office

Risk Management Division

Utilities Department

Public Works Department

REMARKS: This action is to provide access to KB Home Orlando LLC for construction of drainage facilities on Orange County property for the Oasis Reserve development as required per the conditions of approval for PSP-21-10-314. This action also provides the Public Works Department with the right to access and maintain drainage facilities and a canal on Orange County Utilities' property. KB Home Orlando LLC to pay recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

APR 08 2025

Return recorded original to:
Office of General Counsel
St. Johns River Water
Management District
4049 Reid Street
Palatka, FL 32177

Note to Recording Clerk:
Please cross reference with
OR Book 4830 Page 2473

**AMENDMENT TO REGULATORY CONSERVATION EASEMENT IN EXCHANGE FOR
SUBSTITUTE MITIGATION**

THIS AMENDMENT TO REGULATORY CONSERVATION EASEMENT IN EXCHANGE FOR SUBSTITUTE MITIGATION (this "Amendment") is entered into as of the last date signed below, by ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Ave., Orlando, Florida 32802 ("Grantor"), and St. Johns River Water Management District, a public body existing under Chapter 373, Florida Statutes, whose address is 4049 Reid Street, Palatka, Florida 32177 ("District").

RECITALS:

WHEREAS, Grantor executed and granted a Conservation Easement dated December 6, 1994, and recorded on December 9, 1994, in Official Records Book 4830, at Page 2473, of the official records of Orange County, Florida ("Conservation Easement") over certain property situated, lying and being in Orange County, Florida, in favor of the District in accordance with the District Permit No. 40-095-20902-1 ("Permit"); and

WHEREAS, Grantor has requested that the District amend the Conservation Easement to allow the construction of a drainage pipe within the area as shown in Exhibit "B," to provide access to the man-made canal as shown in Exhibit "C," and to allow maintenance activities within the areas shown in Exhibits "B" and "C" attached hereto; and

WHEREAS, the parties intend to ratify the remainder of the Conservation Easement.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 3 of the Conservation Easement, Reserved Rights, shall be replaced in its entirety with the following:

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Subject to all applicable permitting requirements of the District, and subject also to obtaining all necessary federal, state, and local permits and/or authorizations, if any such permits and/or authorizations shall be required, Grantor further reserves unto itself, its successors, licensees, and assigns, the right to:

- a) Construct a drainage pipe in the portion of the Conservation Easement shown as **Exhibit "B"** attached hereto and incorporated herein ("Drainage Area"). The construction of the Drainage Area shall not exceed one (1) year from the date construction begins (the "Temporary Period"). Prior to the expiration of the Temporary Period, the Drainage Area shall be restored as described in paragraph (b).

- b) The Drainage Area shall be planted with containerized and/or bare-root herbaceous vegetation, on three-foot (3') centers, in locations appropriate for their inundation tolerance. There must be a minimum of two different planted species within the Drainage Area.
- c) The Drainage Area as shown in Exhibit "B" is part of the subdivision infrastructure and may be subject to regular maintenance activities as already contemplated.
- d) Grantor agrees to conduct maintenance of the drainage canal area shown as **Exhibit "C"** attached hereto and incorporated herein ("Maintenance Area") in perpetuity, which includes the clearing of debris or any type of obstruction in the flow way that could cause potential flooding or prevent proper flow to the County's primary canal system from the Maintenance Area. In so doing, Grantor agrees that best efforts will be taken to minimize impacts to adjacent soils, vegetation, and wetlands. For small blockages occurring in the canal, Grantor agrees to conduct "by hand" removal only and place debris or vegetation on the banks of the canal. If Grantor requires heavy equipment to enter the Conservation Easement to conduct maintenance within the Maintenance Area, Grantor shall first notify the District in writing, and if necessary, obtain a modification to District Permit No. 40-095-20902-1, prior to beginning maintenance activities. Grantor agrees to conduct inspections as needed to identify blockages within the Maintenance Area and the remainder of the Conservation Easement.
- e) Grantor hereby agrees to maintain, operate, and repair, as needed, the drainage pipe and associated stormwater features within the Drainage

Area to facilitate the management of stormwater and storage of surface waters in accordance with District Permit No. IND-095-185705-1. Grantor agrees that following the expiration of the Temporary Period, Grantor agrees to accept operation and maintenance responsibility for the portion of District Permit No. IND-095-185705-1 located within the Drainage Area, agrees to accept a partial (or "split") transfer of District Permit No. IND-095-185705-1 over the Drainage Area only, and that the District has the right to enforce District Permit No. IND-095-185705-1 against the Grantor, only with regard to the stormwater features located within the Drainage Area owned by the Grantor.

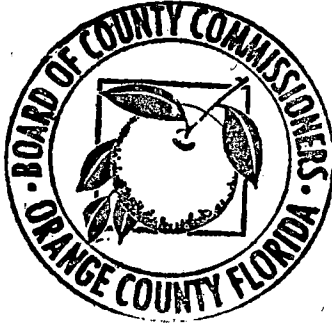
2. Exhibit "B" attached hereto is hereby incorporated, referenced, and attached to the Conservation Easement as Exhibit "B".

3. Exhibit "C" attached hereto is hereby incorporated, referenced, and attached to the Conservation Easement as Exhibit "C".

4. Reaffirmation. Except as specifically set forth herein, all provisions of the Conservation Easement shall remain unchanged and in full force and effect.

(The remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the last date signed below.



GRANTOR:

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings
Orange County Mayor

Date: *8 April 2025*

ATTEST:

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

By:

[Signature]
Deputy Clerk

DAVID ROONEY
Printed Name

Attest:

Thomas I Mayton Jr for

Erin H. Preston
General Counsel
St. Johns River Water
Management District
4049 Reid Street
Palatka, FL 32177-2529

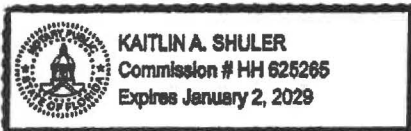
DISTRICT:

ST. JOHNS RIVER WATER MANAGEMENT
DISTRICT

Michael A. Register
Michael A. Register, P.E.
Executive Director
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before by means of ☒ physical presence or
☐ online notarization this 23 day of, April, 2025, by Michael A. Register, P.E.,
the Executive Director of the St. Johns River Water Management District, a public body existing
under Chapter 373, Florida Statutes, on behalf of the District. He is personally known to me.



Kaitlin Shuler
Notary Public, State of Florida

My Commission Expires: 01/02/2029

PROJECT NAME: OASIS RESERVE ACCESS AND LICENSE AGREEMENT
 PERMIT NO.: 22-S-097

SKETCH OF DESCRIPTION

NOT A SURVEY

LICENSE AREA

25.00' LICENSE AREA

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE RUN SOUTH 00°04'54" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7 FOR A DISTANCE OF 749.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°55'06" EAST FOR A DISTANCE OF 393.54 FEET; THENCE RUN SOUTH 00°04'54" WEST FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89°55'06" WEST FOR A DISTANCE OF 393.54 FEET TO A POINT ON AFORESAID WEST LINE; THENCE RUN NORTH 00°04'54" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,838 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.



**Meets SJRWMD
 Closure Standards**
 CSH DATE: 5/21/2024

SHEET 1 OF 2

SEE SHEET 2 FOR SKETCH OF DESCRIPTION



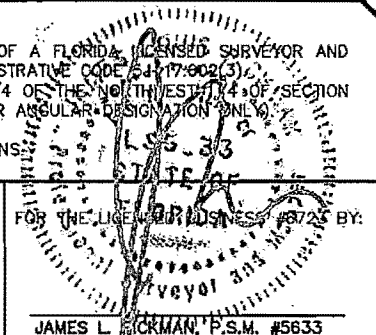
SURVEYING • MAPPING
 GEOSPATIAL SERVICES
 www.allen-company.com
 16 EAST PLANT STREET
 WINTER GARDEN, FLORIDA 34787
 (407) 654-5355
 LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 54-17-002(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 30 EAST AS SOUTH 00°04'54" WEST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB #: 20230208
 DATE: 5/8/23
 SCALE: N/A

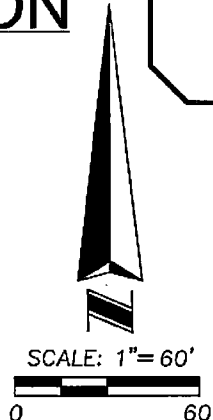
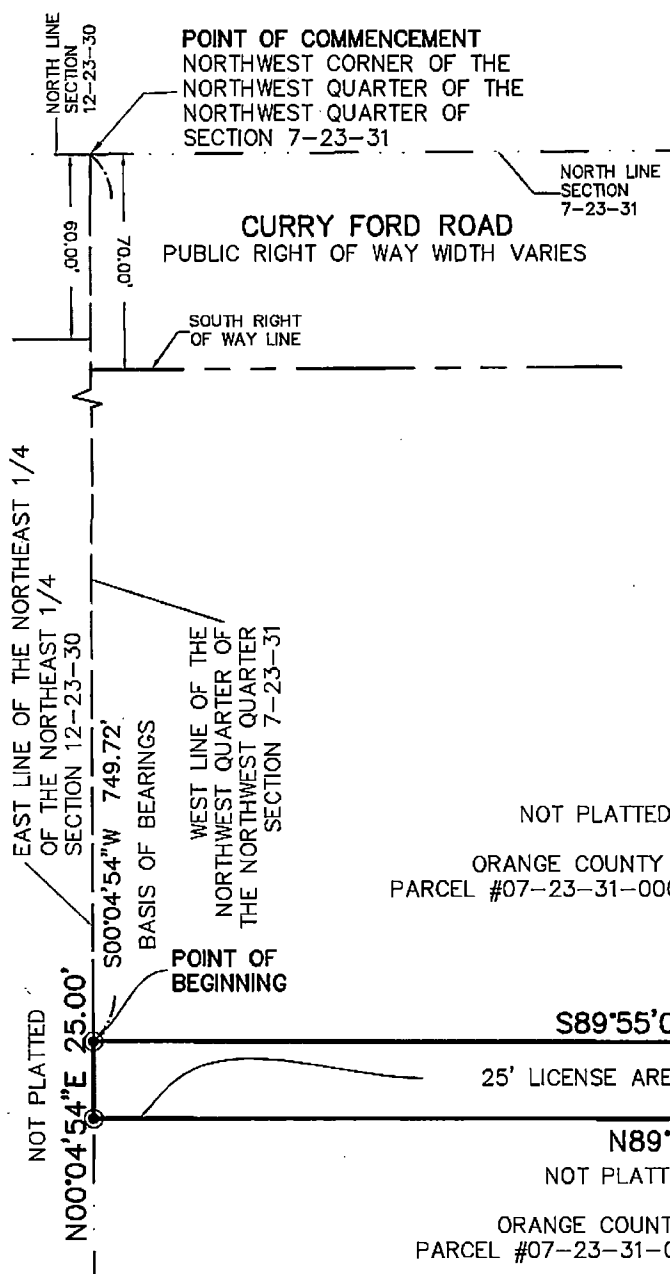
CALC BY: N/A
 DRAWN BY: PF
 CHECKED BY: HF
 REVISED: 2-27-24



PERMIT NO.: 22-S-097

SKETCH OF DESCRIPTION

NOT A SURVEY
LICENSE AREA
25.00' LICENSE AREA



**Meets SJRWMD
Closure Standards
CSH DATE: 5/21/2024**

SYMBOL AND ABBREVIATION LEGEND:

● CHANGE IN DIRECTION

ADDRESS 9100 CURRY FORD ROAD

JOB #: 20230208

DATE: 5/8/23

SCALE: $1''=60'$

CALC BY: N/A

DRAWN BY: PF

CHECKED BY: HF

SHEET 2 OF 2

SEE SHEET 1
FOR LEGAL DESCRIPTION



**SURVEYING • MAPPING
GEOSPATIAL SERVICES**
www.allen-company.com
**16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787**
(407) 654-5355
LB#6723

SKETCH OF DESCRIPTION**PROJECT: ORANGE COUNTY EASTERN WATER
FACILITY**

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

SURVEYORS NOTES:


1. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.
2. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, UNLESS OTHERWISE NOTED.
3. NOT A BOUNDARY SURVEY.
4. PARCEL IDENTIFICATION NUMBER 07-23-31-0000-00-004.
5. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS A DRAINAGE AND MAINTENANCE EASEMENT.
6. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, BEARING BEING N89°45'44"E (ASSUMED).

LEGEND:

CB = Chord Bearing
 CH = Chord Distance
 CCR # = Certified Corner Record
 DE = Drainage Easement
 L = Arc Distance
 ORB = Official Record Book
 PC = Point of Curvature
 PT = Point of Tangency
 POC = Point of Commencement
 POB = Point of Beginning
 PB = Plat Book
 PG(S) = Page/Pages
 R = Radius
 R/W = Right of Way
 RGE = Range
 TWP = Township
 (NR) = Non Radial
 NT = Non-Tangent
 SEC = Section
 Δ = Delta Angle
 / = Change of Direction (no point set)




**Meets SJRWMD
Closure Standards**
CSH DATE: 7/18/2024


DANIEL L. WHITTAKER
 REGISTERED LAND SURVEYOR AND MAPPER
 STATE OF FLORIDA LICENSE NO. 5648
 DATE: 07/10/2024
 I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED
 HEREON IS TRUE AND CORRECT TO THE BEST OF MY
 KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN
 PREPARED IN ACCORDANCE WITH THE STANDARDS SET
 FORTH IN CHAPTER 5J-17, F.A.C. PURSUANT TO
 CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID
 UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
 RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
 MAPPER.

NOT VALID WITHOUT SHEETS 2 THROUGH 4 OF 4

PREPARED FOR:
 ORANGE COUNTY
 DEVELOPMENT ENGINEERING

FIELD DATE: 05/25/2023	DATE: 07/24/2023	SECTION: 7	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION  ORANGE COUNTY GOVERNMENT 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-8203 (407) 836-7851	DRAWING SCALE: N/A
DRAWN BY: C.WHITE		TOWNSHIP: 23S		COUNTY PROJECT NUMBER
CHECKED BY: D.WHITTAKER	REVISIONS: 11/07/2023; 07/10/2024	RANGE: 31E		9089
APPROVED BY: D.WHITTAKER		SHEET 1 OF 4		

SKETCH OF DESCRIPTION
PROJECT: ORANGE COUNTY EASTERN WATER
FACILITY

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA;

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION 7; THENCE RUN S00°04'15"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, FOR A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CURRY FORD ROAD, ACCORDING TO THE ORANGE COUNTY RIGHT OF WAY MAP FOR CURRY FORD ROAD, COUNTY PROJECT NUMBER Y2-810, PREPARED BY LOCHRANE ENGINEERING AND OFFICIAL RECORD BOOK 6091 PAGE 878, RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N89°45'44"E 403.01 FEET; THENCE S00°15'10"E 20.00 FEET; THENCE N89°45'44"E 28.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N89°45'44"E A DISTANCE OF 28.03 FEET; THENCE S38°36'22"E A DISTANCE OF 19.13 FEET; THENCE N89°45'44"E A DISTANCE OF 45.97 FEET; THENCE N00°14'16"W A DISTANCE OF 32.00 FEET; THENCE N89°45'44"E A DISTANCE OF 26.01 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°06'43"E A DISTANCE OF 164.34 FEET; THENCE RUN S20°59'40"W A DISTANCE OF 299.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE FROM A CHORD BEARING OF S07°41'46"W AND A CHORD DISTANCE OF 230.02 FEET, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°35'47", FOR AN ARC DISTANCE OF 232.10 FEET TO A POINT OF NON TANGENCY; THENCE RUN S05°40'54"E A DISTANCE OF 61.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 279.00 FEET; THENCE FROM A CHORD BEARING OF S22°19'40"E AND A CHORD DISTANCE OF 159.93 FEET, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°18'39", FOR AN ARC DISTANCE OF 162.21 FEET TO THE POINT OF TANGENCY; THENCE RUN S38°58'59"E

LEGAL DESCRIPTION CONTINUED:

A DISTANCE OF 73.78 FEET; THENCE RUN S50°21'47"E A DISTANCE OF 183.24 FEET; THENCE RUN S88°12'17"E A DISTANCE OF 53.96 FEET; THENCE RUN S00°12'24"W A DISTANCE OF 85.54 FEET; THENCE RUN S89°43'20"W A DISTANCE OF 15.24 FEET; THENCE RUN N68°26'37"W A DISTANCE OF 81.36 FEET; THENCE RUN N50°21'47"W A DISTANCE OF 215.57 FEET; THENCE RUN N73°28'25"W A DISTANCE OF 15.28 FEET; THENCE RUN S85°41'11"W A DISTANCE OF 44.97 FEET; THENCE RUN N15°42'57"W A DISTANCE OF 35.85 FEET; THENCE RUN N63°40'55"E A DISTANCE OF 35.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 347.00 FEET; THENCE FROM A CHORD BEARING OF N22°19'40"W AND A CHORD DISTANCE OF 198.91 FEET, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°18'39", FOR AN ARC DISTANCE OF 201.74 FEET TO A POINT OF NON TANGENCY; THENCE RUN N05°40'54"W A DISTANCE OF 61.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 568.00 FEET; THENCE FROM A CHORD BEARING OF N07°41'46"E AND A CHORD DISTANCE OF 261.30 FEET, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°35'47", FOR AN ARC DISTANCE OF 263.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N20°59'40"E A DISTANCE OF 248.08 FEET; THENCE RUN N00°06'43"W A DISTANCE OF 137.63 FEET; THENCE RUN N82°03'21"W A DISTANCE OF 10.48 FEET; THENCE RUN N34°58'37"W A DISTANCE OF 33.94 FEET; THENCE RUN N00°06'00"W A DISTANCE OF 3.95 FEET TO THE POINT OF BEGINNING;
 CONTAINING 2.102 ACRES (91,546 SQUARE FEET) MORE OR LESS.



Meets SJRWMD
Closure Standards
CSH DATE: 7/18/2024

PREPARED FOR:
 ORANGE COUNTY
 DEVELOPMENT ENGINEERING

NOT VALID WITHOUT SHEETS 1, 3 AND 4 OF 4

FIELD DATE: 05/25/2023	DATE: 07/24/2023	SECTION: 7	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: C.WHITE		TOWNSHIP: 23S			COUNTY PROJECT NUMBER
CHECKED BY: D.WHITTAKER	REVISIONS: 11/07/2023;	RANGE: 31E			9089
APPROVED BY: D.WHITTAKER	07/10/2024	SHEET 2 OF 4			

SKETCH OF DESCRIPTION
PROJECT: ORANGE COUNTY EASTERN WATER
FACILITY

NOT PLATTED
ORB 10999, PAGE 4671

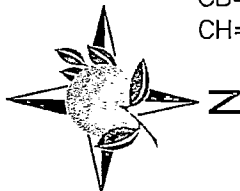
WEST LINE OF NW 1/4 SECTION 7, TWP 23S, RGE 31E

-CONSERVATION EASEMENT
ORB 4830, PAGE 2473

CURVE DATA
R=568.00'
 $\Delta = 26^{\circ}35'47''$
L=263.66'
CB=N07°41'46"E
CH=261.30'

ORANGE COUNTY EASTERN WATER FACILITY
ORB 4486, PAGE 317


CURVE DATA
R=500.00'
 $\Delta = 26^{\circ}35'47''$
L=232.10'
CB=S07°41'46"W
CH=230.02'



**Meets SJRWMD
Closure Standards
CSH DATE: 7/18/2024**

NOT VALID WITHOUT SHEETS 1, 2 AND 4 OF 4

PREPARED FOR:
ORANGE COUNTY
DEVELOPMENT ENGINEERING

FIELD DATE: 05/25/2023	DATE: 07/24/2023	SECTION: 7	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951	 ORANGE COUNTY GOVERNMENT FLORIDA	DRAWING SCALE: 1"=100'
DRAWN BY: C.WHITE		TOWNSHIP: 23S			COUNTY PROJECT NUMBER
CHECKED BY: D.WHITTAKER	REVISIONS: 11/07/2023;	RANGE: 31E			9089
APPROVED BY: D.WHITTAKER	07/10/2024	SHEET 3 OF 4			

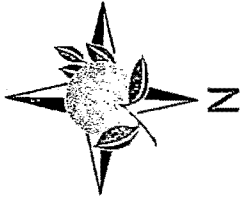
SKETCH OF DESCRIPTION
PROJECT: ORANGE COUNTY EASTERN WATER
FACILITY

CHICKASAW WOODS
 FIRST ADDITION
 PB 6, PAGE 17

NOT PLATTED

ORB 10999, PAGE 4671

WEST LINE OF NW 1/4 SECTION 7, TWP 23S, RGE 31E



0 50' 100'
 SCALE: 1" = 100'

ORANGE COUNTY EASTERN WATER FACILITY
 ORB 4486, PAGE 317

CONSERVATION EASEMENT
 ORB 4830, PAGE 2473

CURVE DATA
 R=347.00'
 $\Delta = 33^{\circ}18'39''$
 L=201.74'
 CB=N22°19'40"W
 CH=198.91'

CURVE DATA
 R=568.00'
 $\Delta = 26^{\circ}35'47''$
 L=263.66'
 CB=N07°41'46"E
 CH=261.30'

N05°40'54"W
 NT, 61.89' NT

DRAINAGE AND
 MAINTENANCE EASEMENT

NT S05°40'54"E
 61.81' NT

CURVE DATA
 R=500.00'
 $\Delta = 26^{\circ}35'47''$
 L=232.10'
 CB=S07°41'46"W
 CH=230.02'

CURVE DATA
 R=279.00'
 $\Delta = 33^{\circ}18'39''$
 L=162.21'
 CB=S22°19'40"E
 CH=159.93'

N63°40'55"E 35.83' (NR)

N15°42'57"W 35.85'

S85°41'11"W 44.97'

N73°28'25"W 15.28'

N50°21'47"W 215.57'
 68.00'
 S38°58'59"E 73.78'
 IPT
 S50°21'47"E 183.24'
 S88°12'17"E 53.96'

N68°26'37"W 81.36'

S89°43'20"W 15.24'

S00°12'24"W
 85.54'

MATCHLINE SEE SHEET 3



Meets SJRWMD
Closure Standards
CSH DATE: 7/18/2024

PREPARED FOR:
 ORANGE COUNTY
 DEVELOPMENT ENGINEERING

NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 4

FIELD DATE: 05/25/2023	DATE: 07/24/2023	SECTION: 7	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: 1"=100'
DRAWN BY: C.WHITE		TOWNSHIP: 23S			COUNTY PROJECT NUMBER
CHECKED BY: D.WHITTAKER	REVISIONS: 11/07/2023;	RANGE: 31E			9089
APPROVED BY: D.WHITTAKER	07/10/2024	SHEET 4 OF 4			

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
APR 08 2025

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

Sara Solomon, 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 07-23-31-0000-00-004

Project: Oasis Reserve Access and License Agreement

NOTICE OF RESERVATION

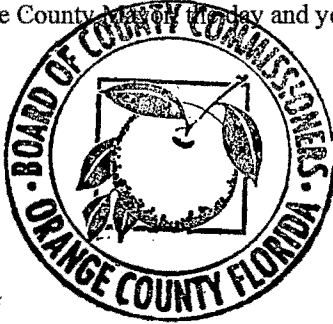
ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, HEREBY reserves an easement for drainage purposes in perpetuity on the following property:

SEE ATTACHED EXHIBIT "A"

ORANGE COUNTY shall retain its easement interest despite any transfer of fee title.

Dated at Orlando, Florida this APR 08 2025.

IN WITNESS WHEREOF, the said COUNTY has caused these presents to be executed in its name by its Board,
acting by the County Mayor of the day and year aforesaid.



"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Brynn W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 8 April 2025

ATTEST:

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

By: [Signature]
Deputy Clerk

DAVID ROONEY
Printed Name

SKETCH OF DESCRIPTION
PROJECT: ORANGE COUNTY EASTERN WATER
FACILITY

Exhibit A


SPACE ABOVE RESERVED FOR RECORDING INFORMATION

SURVEYORS NOTES:

1. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.
2. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, UNLESS OTHERWISE NOTED.
3. NOT A BOUNDARY SURVEY.
4. PARCEL IDENTIFICATION NUMBER 07-23-31-0000-00-004.
5. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS A DRAINAGE AND MAINTENANCE EASEMENT.
6. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, BEARING BEING N89°45'44"E (ASSUMED).


LEGEND:

CB = Chord Bearing
CH= Chord Distance
CCR #= Certified Corner Record
DE = Drainage Easement
L = Arc Distance
ORB = Official Record Book
PC = Point of Curvature
PT = Point of Tangency
POC =Point of Commencement
POB =Point of Beginning
PB = Plat Book
PG(S) = Page/Pages
R = Radius
R/W = Right of Way
RGE = Range
TWP = Township
(NR) = Non Radial
NT = Non-Tangent
SEC = Section
△ = Delta Angle
/ = Change of Direction (no point set)


DANIEL L. WHITTAKER
REGISTERED LAND SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 07/10/2024
I HEREBY AFFIRM THAT THIS SKETCH REPRESENTED
HEREON IS TRUE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN
PREPARED IN ACCORDANCE WITH THE STANDARDS SET
FORTH IN CHAPTER 5J-17, F.A.C. PURSUANT TO
CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER.

NOT VALID WITHOUT SHEETS 2 THROUGH 4 OF 4

PREPARED FOR:
ORANGE COUNTY
DEVELOPMENT ENGINEERING

FIELD DATE: 05/25/2023	DATE: 07/24/2023	SECTION: 7	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4300 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32836-9205 (407) 836-7851		DRAWING SCALE: N/A
DRAWN BY: C.WHITE		TOWNSHIP: 23S			COUNTY PROJECT NUMBER 9089
CHECKED BY: D.WHITTAKER	REVISIONS: 11/07/2023; 07/10/2024	RANGE: 31E			
APPROVED BY: D.WHITTAKER		SHEET 1 OF 4			

SKETCH OF DESCRIPTION
PROJECT: ORANGE COUNTY EASTERN WATER
FACILITY

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN THE NORTHWEST 1/4 SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA;


COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 SECTION 7; THENCE RUN S00°04'15"W ALONG THE WEST LINE OF SAID NORTHWEST 1/4, FOR A DISTANCE OF 70.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF CURRY FORD ROAD, ACCORDING TO THE ORANGE COUNTY RIGHT OF WAY MAP FOR CURRY FORD ROAD, COUNTY PROJECT NUMBER Y2-810, PREPARED BY LOCHRANE ENGINEERING AND OFFICIAL RECORD BOOK 6091 PAGE 878, RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE DEPARTING SAID WEST LINE RUN ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: N89°45'44"E 403.01 FEET; THENCE S00°15'10"E 20.00 FEET; THENCE N89°45'44"E 28.62 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N89°45'44"E A DISTANCE OF 28.03 FEET; THENCE S38°36'22"E A DISTANCE OF 19.13 FEET; THENCE N89°45'44"E A DISTANCE OF 45.97 FEET; THENCE N00°14'16"W A DISTANCE OF 32.00 FEET; THENCE N89°45'44"E A DISTANCE OF 26.01 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN S00°06'43"E A DISTANCE OF 164.34 FEET; THENCE RUN S20°59'40"W A DISTANCE OF 299.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET; THENCE FROM A CHORD BEARING OF S07°41'46"W AND A CHORD DISTANCE OF 230.02 FEET, RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°35'47", FOR AN ARC DISTANCE OF 232.10 FEET TO A POINT OF NON TANGENCY; THENCE RUN S05°40'54"E A DISTANCE OF 61.81 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 279.00 FEET; THENCE FROM A CHORD BEARING OF S22°19'40"E AND A CHORD DISTANCE OF 159.93 FEET, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°18'39", FOR AN ARC DISTANCE OF 162.21 FEET TO THE POINT OF TANGENCY; THENCE RUN S38°58'59"E

LEGAL DESCRIPTION CONTINUED:

A DISTANCE OF 73.78 FEET; THENCE RUN S50°21'47"E A DISTANCE OF 183.24 FEET; THENCE RUN S88°12'17"E A DISTANCE OF 53.96 FEET; THENCE RUN S00°12'24"W A DISTANCE OF 85.54 FEET; THENCE RUN S89°43'20"W A DISTANCE OF 15.24 FEET; THENCE RUN N68°26'37"W A DISTANCE OF 81.36 FEET; THENCE RUN N50°21'47"W A DISTANCE OF 215.57 FEET; THENCE RUN N73°28'25"W A DISTANCE OF 15.28 FEET; THENCE RUN S85°41'11"W A DISTANCE OF 44.97 FEET; THENCE RUN N15°42'57"W A DISTANCE OF 35.85 FEET; THENCE RUN N63°40'55"E A DISTANCE OF 35.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 347.00 FEET; THENCE FROM A CHORD BEARING OF N22°19'40"W AND A CHORD DISTANCE OF 198.91 FEET, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°18'39", FOR AN ARC DISTANCE OF 201.74 FEET TO A POINT OF NON TANGENCY; THENCE RUN N05°40'54"W A DISTANCE OF 61.89 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 568.00 FEET; THENCE FROM A CHORD BEARING OF N07°41'46"E AND A CHORD DISTANCE OF 261.30 FEET, RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°35'47", FOR AN ARC DISTANCE OF 263.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N20°59'40"E A DISTANCE OF 248.08 FEET; THENCE RUN N00°06'43"W A DISTANCE OF 137.63 FEET; THENCE RUN N82°03'21"W A DISTANCE OF 10.48 FEET; THENCE RUN N34°58'37"W A DISTANCE OF 33.94 FEET; THENCE RUN N00°06'00"W A DISTANCE OF 3.95 FEET TO THE POINT OF BEGINNING;
CONTAINING 2.102 ACRES (91,546 SQUARE FEET) MORE OR LESS.

NOT VALID WITHOUT SHEETS 1, 3 AND 4 OF 4

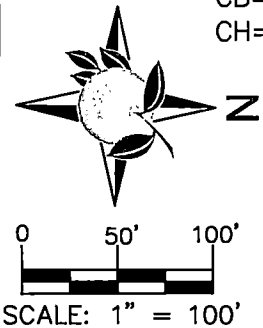
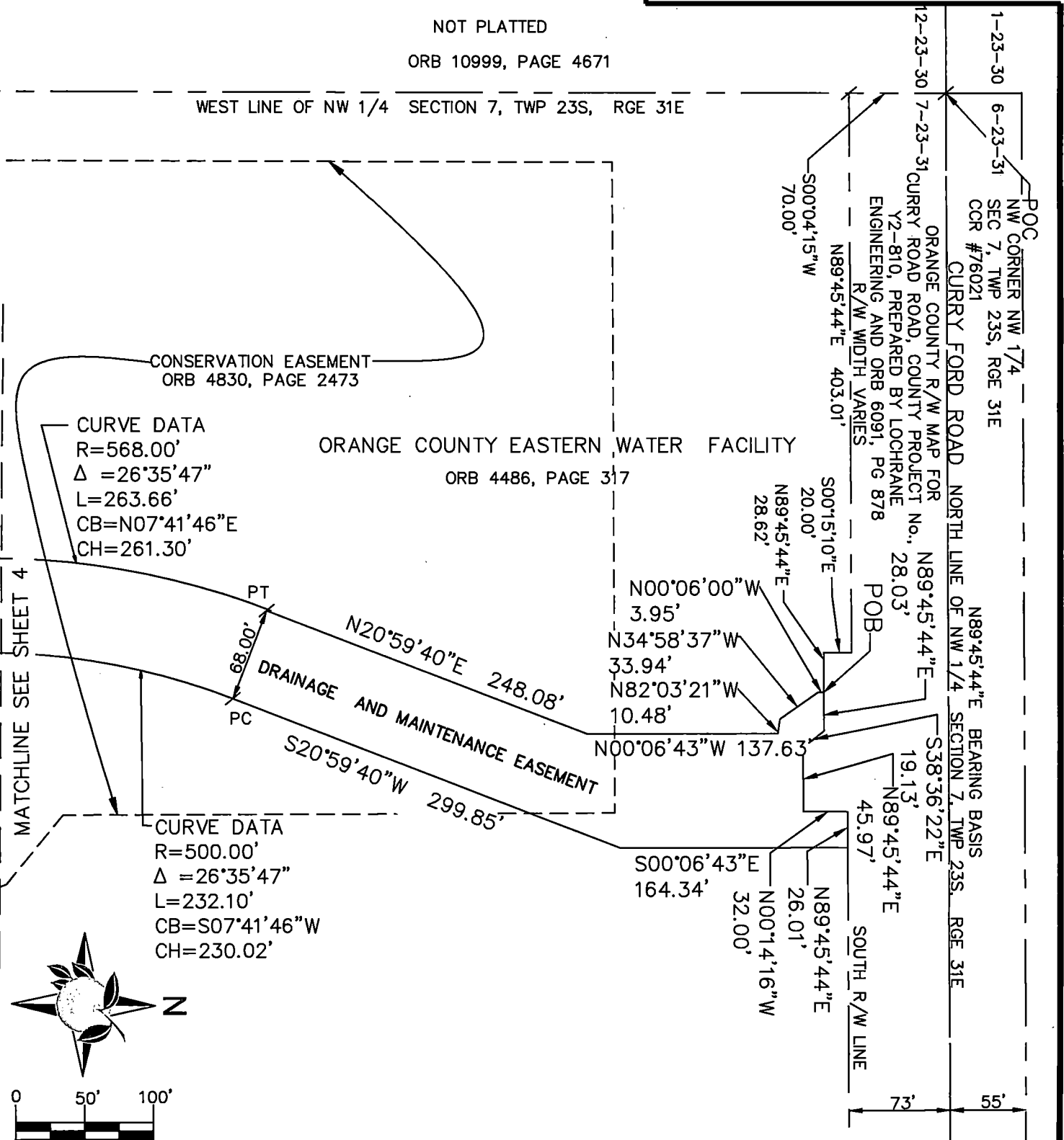
PREPARED FOR:
ORANGE COUNTY
DEVELOPMENT ENGINEERING

FIELD DATE: 05/25/2023	DATE: 07/24/2023	SECTION: 7	PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951		DRAWING SCALE: N/A
DRAWN BY: C.WHITE		TOWNSHIP: 23S			COUNTY PROJECT NUMBER
CHECKED BY: D.WHITTAKER	REVISIONS: 11/07/2023; 07/10/2024	RANGE: 31E			9089
APPROVED BY: D.WHITTAKER		SHEET 2 OF 4			

SKETCH OF DESCRIPTION
PROJECT: ORANGE COUNTY EASTERN WATER
FACILITY

NOT PLATTED
 ORB 10999, PAGE 4671

WEST LINE OF NW 1/4 SECTION 7, TWP 23S, RGE 31E



NOT VALID WITHOUT SHEETS 1, 2 AND 4 OF 4

PREPARED FOR:
 ORANGE COUNTY
 DEVELOPMENT ENGINEERING

FIELD DATE: 05/25/2023
 DRAWN BY: C.WHITE
 CHECKED BY: D.WHITTAKER
 APPROVED BY: D.WHITTAKER

DATE: 07/24/2023
 REVISIONS: 11/07/2023;
 07/10/2024

SECTION: 7
 TOWNSHIP: 23S
 RANGE: 31E
 SHEET 3 OF 4

PUBLIC WORKS
 ENGINEERING DIVISION
 SURVEY SECTION
 4200 SOUTH JOHN YOUNG PARKWAY
 ORLANDO, FLORIDA 32839-9205
 (407) 836-7951



DRAWING SCALE:
 1"=100'
 COUNTY PROJECT
 NUMBER
 9089

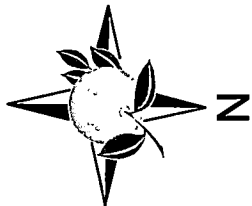
SKETCH OF DESCRIPTION PROJECT: ORANGE COUNTY EASTERN WATER FACILITY

CHICKASAW WOODS
FIRST ADDITION
PB 6, PAGE 17

NOT PLATTED

ORB 10999, PAGE 4671

WEST LINE OF NW 1/4 SECTION 7, TWP 23S, RGE 31E



0 50' 100'
SCALE: 1" = 100'

ORANGE COUNTY EASTERN WATER FACILITY
ORB 4486, PAGE 317

CONSERVATION EASEMENT
ORB 4830, PAGE 2473

CURVE DATA
R=568.00'
 $\Delta = 26^{\circ}35'47''$
L=263.66'
CB=N07°41'46"E
CH=261.30'

CURVE DATA
R=347.00'
 $\Delta = 33^{\circ}18'39''$
L=201.74'
CB=N22°19'40"W
CH=198.91'

N05°40'54"W
NT, 61.89', NT

MATCHLINE SEE SHEET 3

DRAINAGE AND
MAINTENANCE EASEMENT

NT S05°40'54"E
61.81'
CURVE DATA
R=500.00'
 $\Delta = 26^{\circ}35'47''$
L=232.10'
CB=S07°41'46"W
CH=230.02'

CURVE DATA
R=279.00'
 $\Delta = 33^{\circ}18'39''$
L=162.21'
CB=S22°19'40"E
CH=159.93'

N63°40'55"E 35.83' (NR)

N15°42'57"W 35.85'

S85°41'11"W 44.97'

N73°28'25"W 15.28'

N50°21'47"W 215.57'

68.00'

S38°58'59"E
73.78'

S50°21'47"E
183.24'

N68°26'37"W 81.36'

S89°43'20"W 15.24'

S88°12'17"E
53.96'

S00°12'24"W
85.54'

NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 4

PREPARED FOR:
ORANGE COUNTY
DEVELOPMENT ENGINEERING

FIELD DATE: 05/25/2023

DATE:
07/24/2023

SECTION: 7

DRAWN BY: C.WHITE

TOWNSHIP: 23S

CHECKED BY: D.WHITTAKER

REVISIONS: 11/07/2023;
07/10/2024

RANGE: 31E

SHEET 4 OF 4

PUBLIC WORKS
ENGINEERING DIVISION
SURVEY SECTION

4200 SOUTH JOHN YOUNG PARKWAY
ORLANDO, FLORIDA 32839-9205
(407) 836-7951



DRAWING SCALE:
1"=100'

COUNTY PROJECT
NUMBER
9089

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

APR 08 2025

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

Sara Solomon, 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 07-23-31-0000-00-004

Project: Orange County Eastern Water Facility

NOTICE OF RESERVATION

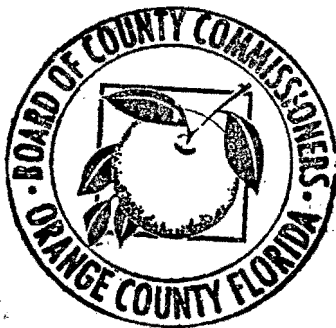
ORANGE COUNTY, A CHARTER COUNTY AND POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, HEREBY reserves a drainage and maintenance easement in perpetuity on the following property:

SEE ATTACHED EXHIBIT "A"

ORANGE COUNTY shall retain its easement interest despite any transfer of fee title.

Dated at Orlando, Florida this APR 08 2025

IN WITNESS WHEREOF, the said COUNTY has caused these presents to be executed in its name by its Board,
acting by the County Mayor, the day and year aforesaid.



ATTEST:

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

By: [Signature]
Deputy Clerk

DAVID ROONEY
Printed Name

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: [Signature]
for Jerry L. Demings
Orange County Mayor

Date: 8 April 2025

SKETCH OF DESCRIPTION

NOT A SURVEY

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE RUN SOUTH 00°04'54" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7 FOR A DISTANCE OF 749.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°55'06" EAST FOR A DISTANCE OF 393.54 FEET; THENCE RUN SOUTH 00°04'54" WEST FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89°55'06" WEST FOR A DISTANCE OF 393.54 FEET TO A POINT ON AFORESAID WEST LINE; THENCE RUN NORTH 00°04'54" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,838 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

SHEET 1 OF 2

SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 30 EAST AS SOUTH 00°04'54" WEST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB #: 20230208

DATE: 5/8/23

SCALE: N/A

CALC BY: N/A

DRAWN BY: PF

CHECKED BY: HF

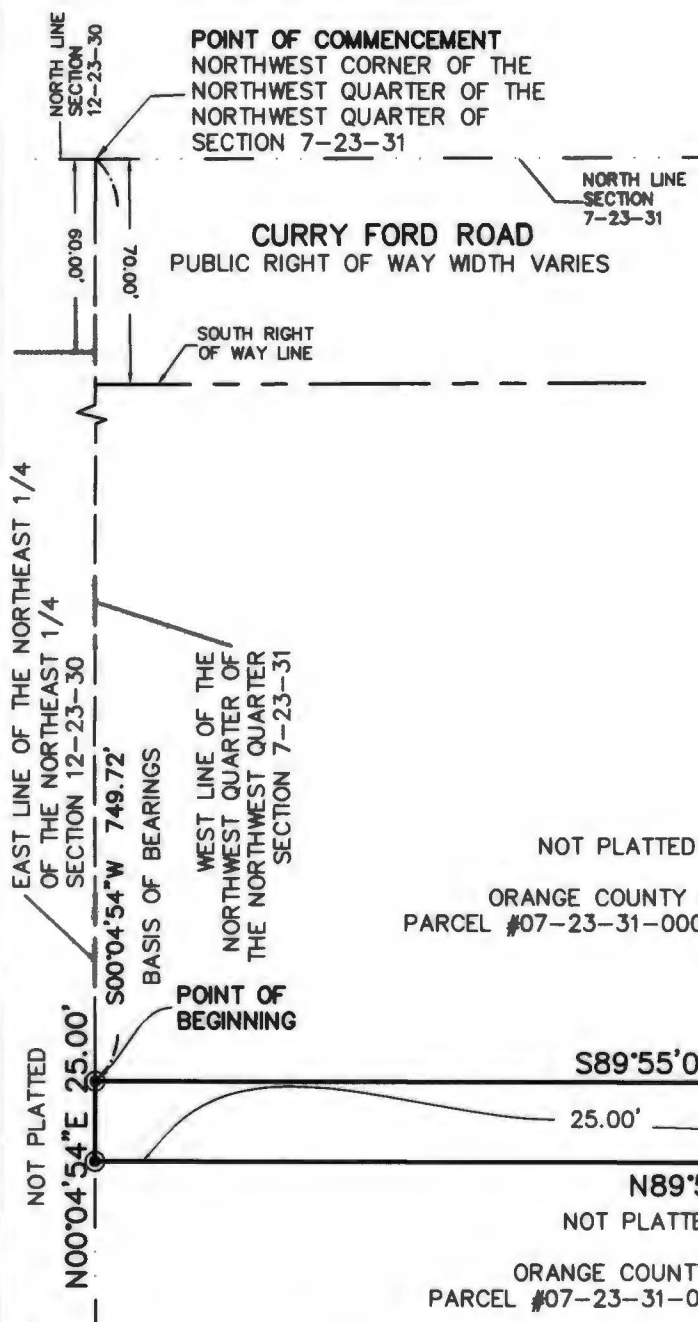
REVISED: 2-27-24 / 7-02-24

FOR THE LICENSED BUSINESS #6723 BY:


JAMES L. RICKMAN, P.S.M. #5633

SKETCH OF DESCRIPTION

NOT A SURVEY



SCALE: 1" = 60'

SYMBOL AND ABBREVIATION LEGEND:

⊙ CHANGE IN DIRECTION

ADDRESS 9100 CURRY FORD ROAD

JOB #: 20230208

DATE: 5/8/23

SCALE: 1"=60'

CALC BY: N/A

DRAWN BY: PF

CHECKED BY: HF

SHEET 2 OF 2

SEE SHEET 1
FOR LEGAL DESCRIPTION



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 854-5355
LB#8723

APR 08 2025

ACCESS AND LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

KB HOME ORLANDO LLC

(OASIS RESERVE)

This Access and License Agreement ("Agreement") is entered into as of the date of last execution below (the "Effective Date") by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 ("Licensor" or the "County") and KB Home Orlando LLC, a Delaware limited liability company, whose mailing address is 10990 Wilshire Boulevard, Suite 900, Los Angeles, California 90024-3950 ("Licensee").

RECITALS:

WHEREAS, Licensor is the owner of that certain real property located in Orange County, Florida, located at 9100 Curry Ford Road, Orlando, Florida 32825 and bearing Orange County Property Appraiser's Parcel Identification Number 07-23-31-0000-00-004 (the "Property"); and

WHEREAS, Licensee is the owner of that certain property located in Orange County, Florida, more commonly known as "Oasis Reserve," which abuts the Property (the "Licensee's Property"); and

WHEREAS, Licensee desires to temporarily access a portion of the Property more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference (the "License Area") to construct storm water infrastructure, fence gate, and related facilities for planned development within the Licensee's Property (the "Infrastructure"); and

WHEREAS, the License Area is subject to that certain Conservation Easement recorded December 9, 1994, in Official Records Book 4830, Page 2473, of the Public Records of Orange County, Florida (the "Conservation Easement"); and

WHEREAS, Licensee will construct the Infrastructure in accordance with County ordinances, resolutions, policies, procedures, and the construction plans (Orange County Permit Number 22-S-097) (the “Construction Plans”); and

WHEREAS, Licensee seeks a license to enter the Property in order to excavate and install the Infrastructure within the License Area; and

WHEREAS, Licensee intends to convey the completed Infrastructure to the County; and

WHEREAS, the County intends to accept the Infrastructure as set forth in Section 4.2 upon satisfactory completion in the County’s sole discretion; and

WHEREAS, the parties desire to set forth the terms and conditions under which Licensee will be permitted to enter to the Property; and

WHEREAS, Licenser finds that this Agreement serves a public purpose.

NOW THEREFORE, for Ten Dollars (\$10.00) paid to Licenser, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licenser and Licensee do hereby agree as follows:

SECTION 1. Conditions Precedent to Grant of License. The following are conditions precedent to the Licensee’s use of the License Area (including access to the License Area): (a) Licenser’s approval of the Construction Plans; and (b) release of the License Area from the encumbrance of the Conservation Easement. The date on which all the foregoing conditions are satisfied is referred to in this Agreement as the “Satisfaction Date.” Licensee agrees and acknowledges that any changes to the Construction Plans shall require prior approval of Licenser.

SECTION 2. Grant of License and Purpose. Commencing on the Satisfaction Date, Licenser grants a non-exclusive, revocable license to Licensee, its employees, authorized agents, and contractors to enter the Property to complete the Infrastructure within the License Area in accordance with County ordinances, resolutions, policies, procedures, and the Construction Plans. Licensee agrees and acknowledges that any changes to the License Area shall require approval by Licenser and an amendment to this Agreement.

SECTION 3. Licensee’s Use of the Property.

3.1. Licensee’s use of the License Area shall be subject to, and in no way interfere with, Licenser’s use of the Property. Licensee agrees to minimize any inconvenience to or interference with Licenser’s use of the Property by providing twenty-four (24) hours prior notice to, and cooperation in the scheduling of, all activities that may interfere with the activities of Licenser. Licensee will confine its operations on the Property to the License Area. In no event shall Licensee, or Licensee’s employees, authorized agents, or contractors place, locate, insert, install,

construct, or otherwise perform any work or other activities within, or enter any area of, the Property other than the License Area. Any use of the License Area by Licensee or Licensee's employees, authorized agents, or contractors for any purpose other than set forth in Section 2, or any use of the Property other than the License Area by Licensee, or Licensee's employees, authorized agents, or contractors shall be deemed a breach of this Agreement and may result in its termination.

- 3.2. Licensee hereby acknowledges that the Property is located behind security gates that are staffed twenty-four (24) hours per day, seven (7) days a week. Prior to exercising its rights pursuant to this Agreement, Licensee shall provide Licensor with twenty-four (24) hours advanced written notice. Licensee shall report to guard or security personnel immediately prior to accessing the License Area and shall follow all instructions given by Licensor, guard, or security personnel with respect to accessing the License Area. Licensee shall use reasonable care when exercising its rights hereunder and shall not interfere with Licensor's use of the Property. Licensee shall act in accordance with all current and future security and safety protocols for accessing the License Area. Licensee shall ensure the License Area is secure at all times and in accordance with this Section 3 and as shown on **Exhibit "B"**, attached hereto and incorporated by this reference.
- 3.3. Licensee agrees that any construction activities related to the Infrastructure Construction Plans shall be conducted in a manner that does not interfere with, disrupt, or impair any preexisting facilities or infrastructure within the License Area. Licensee shall take all necessary precautions to protect and preserve the integrity and functionality of such existing facilities or infrastructure throughout the duration of the construction process. In the event that Licensee's activities result in impairment of Licensor's facilities or infrastructure, Licensee shall be responsible for all costs and repairs, including but not limited to materials, installation, containment, remediation, fines, and penalties.
- 3.4. Prior to commencing any work within the License Area, Licensee shall install an eight (8) foot high chain link gate (the "Oasis Reserve Gate") in the existing Property fence that crosses over the License Area, as shown on **Exhibit "B"**. A lock and key supplied by Licensor (the "Licensor Lock") to the Oasis Reserve Gate will be managed by Licensor while the License Area is cleared and prepared by Licensee for a temporary fence according to Section 3.5 below.
- 3.5. Upon clearing the License Area, Licensee shall immediately install a temporary, eight (8) foot high chain link fence (the "Temporary Fence") along the License Area perimeter and incorporate the Oasis Reserve Gate into the Temporary Fence. Upon installation of the Temporary Fence, Licensor shall remove the

Licensors Lock and Licensee shall provide and secure a separate lock and key (the "Licensee Lock") to the Oasis Reserve Gate. Once the Temporary Fence is installed, all construction activities shall take place within the fenced License Area. The Licensee Lock to the Oasis Reserve Gate will be managed by Licensee. A copy of the Licensee Lock key shall be provided to Licensors for emergency access.

3.6. The Oasis Reserve Gate shall be secured at all times and locked whenever scheduled activities are not occurring. At no time may unauthorized parties access the License Area.

3.7. After the Infrastructure is installed, Licensee shall remove the Temporary Fence and the Licensee Lock to the Oasis Reserve Gate. Licensors shall then resume managing the Oasis Reserve Gate.

SECTION 4. Maintenance Guarantee and Conveyance to County.

4.1. **Maintenance Guarantee.** Licensee shall ensure that all construction contract(s) for the Infrastructure contain a maintenance guarantee which shall be in force and effect for a period of one (1) year from the date upon which the County accepts ownership and maintenance responsibility for the Infrastructure. The maintenance guarantee shall be in the form of an irrevocable letter of credit or cash escrow in favor of the County in an amount equal to ten percent (10%) of the total cost of the Infrastructure. The purpose of the maintenance guarantee is to ensure the materials, workmanship, structural integrity, functioning, and maintenance of the Infrastructure. If Licensee elects to post an irrevocable letter of credit, the requirements set forth in Section 34-203 of the Orange County Code shall control.

4.2. **Conveyance of the Infrastructure.** Licensee must complete the Infrastructure within three (3) years after the Effective Date and must complete all work within the License Area within one (1) year from the date work within the License Area begins pursuant to the terms of the Conservation Easement. Conveyance of the infrastructure shall occur when: (i) construction of the drainage pipe has been completed, (ii) the License Area is restored by planting at least two different herbaceous vegetative species on three-foot centers within the Drainage Area, (iii) the County accepts operation and maintenance responsibility for the portion of District Permit No. IND-095-185705-1 located within the Drainage Area, and (iv) agrees to accept a partial (or "split") transfer of District Permit No. IND-095-185705-1 over the Drainage Area only.

SECTION 5. Term and Termination.

5.1. **Term.** The term of the license granted in this Agreement shall commence on the Satisfaction Date and expire upon the County's issuance of a Certificate of

Completion or three (3) years after the commencement of the term of the license granted by this Agreement, whichever first occurs. Upon expiration of the term, the license and this Agreement shall terminate.

During the one-year maintenance period, covered by Section 4.1 above, the parties agree that this License Agreement will automatically be reinstated to allow Licensee to access the License Area as necessary to address claims against the maintenance guarantee relating to the Infrastructure. All terms and conditions of the License Agreement apply to any such reinstatement period.

5.2. **Termination.** This Agreement may be terminated at any time by mutual written consent of the parties. In the event Licenser finds Licensee to be in breach of any term of this Agreement, Licenser shall provide Licensee with written notice of such breach. If Licensee fails to cure such breach within thirty (30) days of Licensee's receipt of notice of breach, Licenser may unilaterally terminate this Agreement, effective fifteen (15) days after providing written notice of termination.

SECTION 6. Property "As Is." Licenser makes no representations about the condition of the License Area, or the suitability of the License Area, for Licensee's intended use. This Agreement is conditioned upon Licensee's use of the License Area "AS IS" and "WITH ALL FAULTS."

SECTION 7. Restoration of Property and License Area. Upon completion of the Infrastructure contemplated under this Agreement, or upon receipt of notice of termination of this Agreement, Licensee agrees to restore the License Area at its sole cost and expense to the condition that existed prior to the installation of the Infrastructure. If Licensee fails to restore the License Area within thirty (30) days of completion of the Infrastructure or receipt of notice of termination of this Agreement, Licenser may restore the License Area to its original condition and Licensee shall be immediately liable for, and shall immediately reimburse Licenser for, all costs and expenses incurred by Licenser in restoring the License Area. This Section 7 shall survive the termination of this Agreement.

SECTION 8. Ownership of Property. This Agreement is intended and shall be construed only as a temporary, revocable license to enter and install the Infrastructure within the License Area and does not grant an easement, or create or confirm any ownership or possessory interest in any portion of the License Area or the Property.

SECTION 9. Indemnification. Licensee will defend, indemnify, and hold harmless Licenser, its officials, agents, and employees from and against all claims, suits, judgments, demands, liability, damages, costs and expenses, of any nature whatsoever, including reasonable attorney's fees and costs, arising directly or indirectly out of or caused in whole or in part by any act or omission of Licensee, its employees, invitees, contractors, subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable;

excepting those acts or omissions arising out of the sole negligence of Licensor. Nothing contained herein shall constitute a waiver of Licensor's sovereign immunity or the limitations specified in Section 768.28, Florida Statutes. This Section 9 shall survive the termination of this Agreement.

SECTION 10. Insurance.

10.1. For the duration of the license, Licensee shall keep on file with the County current certificates of all required insurance on forms acceptable to the County. The certificates shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County and shall clearly indicate that Licensee has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 10. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

10.2. The following coverages are required:

10.2.1. Workers' Compensation – Licensee shall provide coverage for its employees within statutory workers' compensation limits, and no less than \$500,000 for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees, and officials.

10.2.2. Commercial General Liability – Licensee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000 per occurrence. The General Aggregate limit shall either apply separate to this Agreement or shall be at least twice the required occurrence limit.

10.2.3. Business Auto Liability – Licensee shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per occurrence, Combined Single Limit (CSL) or its equivalent.

10.2.4. Pollution Liability – Licensee will provide coverage with a limit of not less than \$1,000,000 for all pollution conditions resulting from its operations within the License Area.

10.3. Licensee shall require and ensure that each of its contractors and subcontractors (if any) providing services hereunder procures and maintains, until the completion of their respective services, insurance of the types and to the limits

specified herein. Licensee shall immediately provide the County with proof of such insurance upon request.

- 10.4. All such insurance required of Licensee shall be primary to, and not contribute with, any insurance or self-insurance maintained by the County. Any exceptions to the insurance requirements in this Section 10 shall be approved by the County in writing. The County shall be endorsed as an additional insured on all liability policies of Licensee or its contractors and subcontractors. Compliance with these insurance requirements shall not relieve or limit Licensee's liabilities and obligation under this Agreement. Failure of the County to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the County to identify a deficiency from evidence provided will not be construed as a waiver of Licensee's obligation to maintain such insurance.

All certificates of insurance shall contain the following certificate holder and additional insured information:

Orange County, Florida
Attn: Risk Management Division
109 E. Church Street, Suite 200
Orlando, Florida 32801

SECTION 11. Notices.

- 11.1. **Notice of Default.** Notwithstanding anything herein to the contrary, no party shall be considered in default for failure to perform the terms and conditions hereof, unless said party shall have first received written notice specifying the nature of such failure, and said party fails to cure the same within the time specified in such notice, or in the event no such time is provided within thirty (30) days of receipt of such written notice, unless otherwise provided for herein.

- 11.2. **Notices.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this Section 11.

Licensor: Orange County Administrator
P.O. Box 1393
201 South Rosalind Avenue
Orlando, Florida 32802-1393

With copy to: Orange County Utilities

9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director

Licensee: KB Home Orlando LLC
10990 Wilshire Boulevard, Suite 900
Los Angeles, California 90024-3950
Attn: Vice President of Land Development

SECTION 12. Assignment. Licensee shall not assign or transfer any interest, rights, or duties under this Agreement to any other party except upon written approval by the County, which shall not be unreasonably withheld, conditioned, or delayed.

SECTION 13. Permits and Licenses. Licensee, with reasonable cooperation of Licensor, but at no expense to Licensor, shall obtain any and all permits, approvals, and licenses which may be required for the work it conducts pursuant to this Agreement.

SECTION 14. Compliance with Applicable Laws. Licensee shall comply with all applicable federal, state, and local rules, orders, laws, and regulations pertaining to the use of the License Area.

SECTION 15. Entire Agreement. This Agreement contains the entire understanding between the parties. Any change, amendment, or alteration shall be in writing and signed by both parties. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

SECTION 16. Admission of Facts. Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.

SECTION 17. Waiving or Right to Jury, Attorneys' Fees, and Venue. Both parties hereby waive their right to a jury trial for any dispute or legal action resulting from or associated with this Agreement. All claims, controversies, or disputes arising out of this Agreement shall be settled as required herein or by law in the Ninth Judicial Circuit, Orange County, Florida. Each party shall be responsible for all of its attorneys' fees and costs associated with any legal action arising out of this Agreement. However, if any legal action is subject to mediation, the parties shall share the fees and costs of the mediator equally.

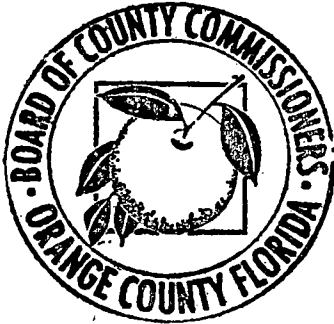
SECTION 18. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to

restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding. This Agreement shall be governed by the laws of the State of Florida.

SECTION 19. Captions. Titles used throughout this Agreement are intended for ease of reference only and are not intended to be dispositive.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



LICENSOR:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Brynn Brooks*

JL
Jerry L. Demings
Orange County Mayor

Date: *8 April 2025*

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

By: *[Signature]*
Deputy Clerk

LICENSEE:

KB Home Orlando LLC, a Delaware
limited liability company

WITNESSES:

Eileen Sesto

Print Name: Eileen Sesto

Juan Pardo

Print Name: Juan Pardo

By: Stephen McConn

Print Name: Stephen McConn

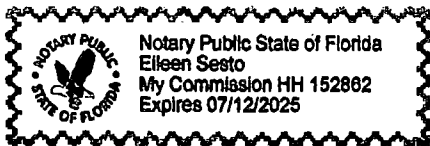
Title: VP Land Development

Date: 8/13/2024

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of August, 2024, by Stephen McConn VP Land Development of KB Home Orlando LLC, a Delaware limited liability company, who appeared before me by means of: ☐ online notarization, or ☒ physical presence and ☒ is personally known to me or ☐ has produced _____ as identification.

(SEAL)



Eileen Sesto
Notary Public

Eileen Sesto
Notary name typed or stamp

My Commission Expires: 07/12/2025

PROJECT NAME: OASIS RESERVE ACCESS AND LICENSE AGREEMENT
PERMIT NO.: 22-S-097

SKETCH OF DESCRIPTION

NOT A SURVEY

EXHIBIT A
LICENSE AREA

25.00' LICENSE AREA

LEGAL DESCRIPTION:

A STRIP OF LAND LYING IN SECTION 7, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE RUN SOUTH 00°04'54" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7 FOR A DISTANCE OF 749.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°55'06" EAST FOR A DISTANCE OF 393.54 FEET; THENCE RUN SOUTH 00°04'54" WEST FOR A DISTANCE OF 25.00 FEET; THENCE RUN NORTH 89°55'06" WEST FOR A DISTANCE OF 393.54 FEET TO A POINT ON AFORESAID WEST LINE; THENCE RUN NORTH 00°04'54" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9,838 SQUARE FEET OR 0.226 ACRES, MORE OR LESS.

EXHIBIT A
SHEET 1 OF 2

SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#6723

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.602(3).
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 23 SOUTH, RANGE 30 EAST AS SOUTH 00°04'54" WEST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB #: 20230208
DATE: 5/8/23
SCALE: N/A

CALC BY: N/A
DRAWN BY: PF
CHECKED BY: HF
REVISED: 2-27-24

FOR THE LICENSED BUSINESS #6723 BY:

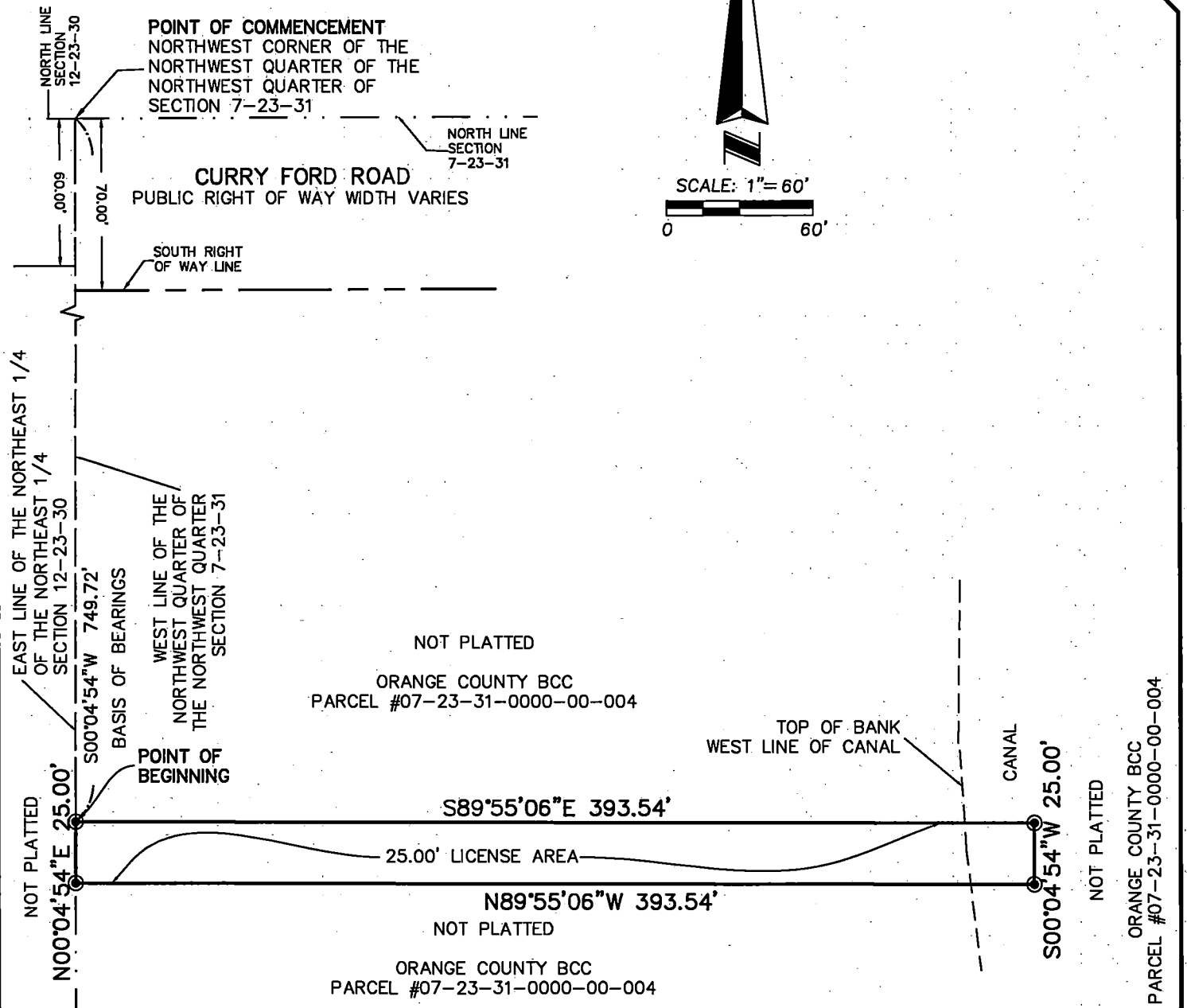
JAMES L. RICKMAN, P.S.M. #5633

PROJECT NAME: OASIS RESERVE ACCESS AND LICENSE AGREEMENT

PERMIT NO.: 22-S-097

SKETCH OF DESCRIPTION

NOT A SURVEY
LICENSE AREA
25.00' LICENSE AREA



ALLEN COMPANY

SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 854-5355
LB#6723

SYMBOL AND ABBREVIATION LEGEND:

● CHANGE IN DIRECTION

ADDRESS 9100 CURRY FORD ROAD

JOB #:	20230208	CALC BY:	N/A
DATE:	5/8/23	DRAWN BY:	PF
SCALE:	1"=60'	CHECKED BY:	HF

EXHIBIT A
SHEET 2 OF 2

SEE SHEET 1
FOR LEGAL DESCRIPTION

EXHIBIT B - LICENSE AREA FENCE DEPICTION

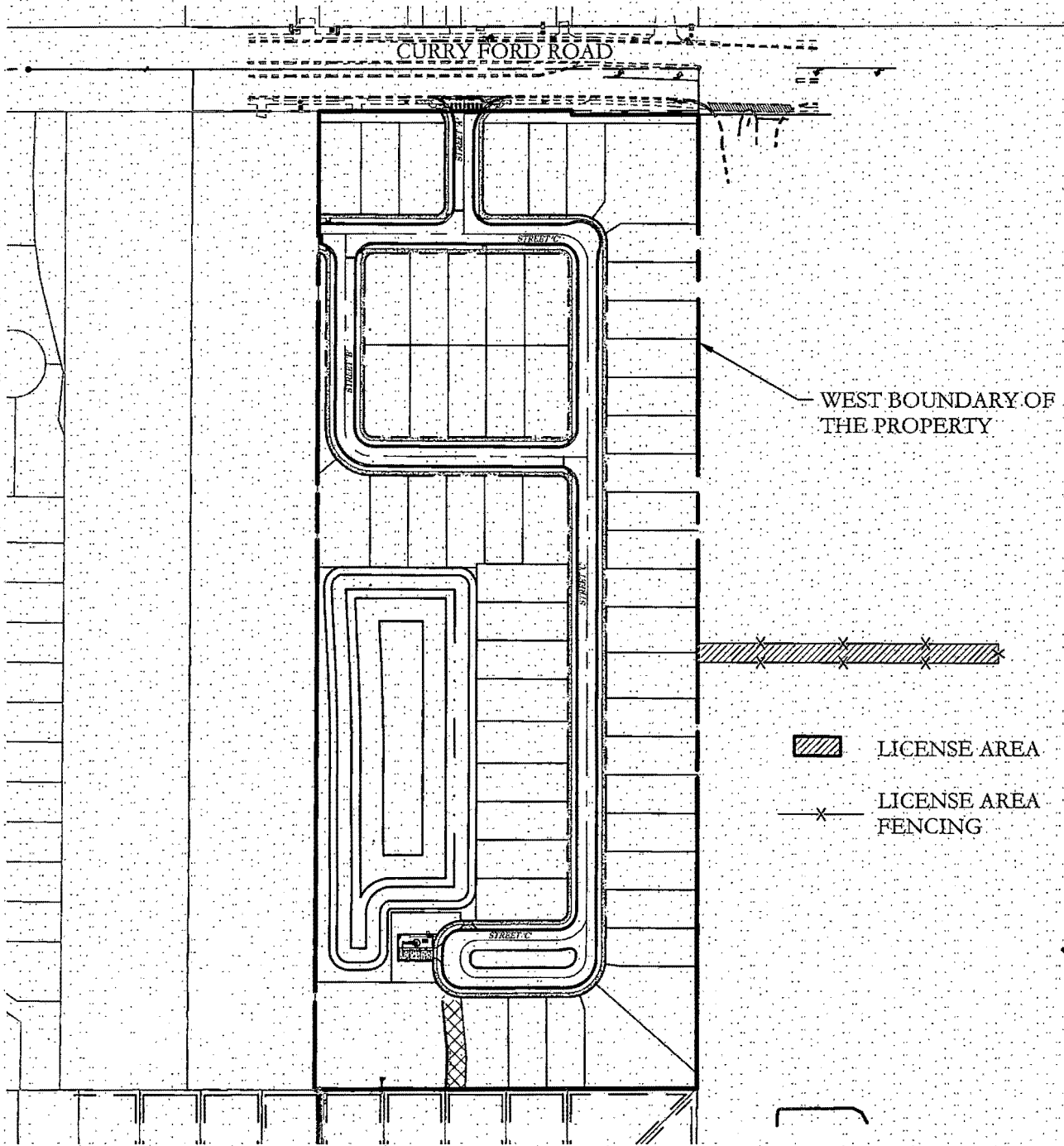


EXHIBIT B - LICENSE AREA FENCE DEPICTION

Oasis Reserve

February 27, 2024
P & B Job No.: 21-057

2602 E. Livingston St.
Orlando, Florida 32803-407-487,2594

POULOS & BENNETT

www.poulosandbenett.com
Certificate of Authorization No. 28567

2/2021/21-057 HWS200 LLC (CS HOME) - OASIS PROPERTY/PAV/EDH & HOUSING/AGREEMENT ENDSBT