



Interoffice Memorandum

May 1, 2018

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Diana M. Almodovar, P.E., Manager
Development Engineering Division

PHONE NUMBER: (407) 836-7974

SUBJ: License Agreement between Hark Associates, L.L.C. and Orange
County, Florida

A License Agreement between Hark Associates, L.L.C. (property owner) and Orange County is being proposed to allow the property owner to obtain a Right-of-Way Utilization permit to install, construct and own a vehicular bridge over the canal that lies between their property and the nearest paved public road (Pocket Lane), as well as road and associated improvements within the Pocket Lane right-of-way leading to and adjacent to their property. In conjunction with installing and constructing the improvements, the property owner, subject to the terms and conditions of this License Agreement, will install and construct a turnaround area on the property south of the bridge within an access easement to be dedicated to Orange County and the public.

Orange County requires that Hark Associates, L.L.C. be solely responsible for the continual fulfillment of certain commitments and covenants to assure the perpetual and continuous repair and maintenance of the bridge and road improvements and the turnaround area, and to the extent necessary, the replacement of any or all of the bridge and road improvements. Accordingly, the License Agreement also proposes that the parties, at a future date and prior to construction of the improvements, enter into an escrow agreement with the Orange County Comptroller so that the property owner may post surety in the form of a cash escrow for the maintenance or removal of the bridge.

The Public Works Development Engineering Division, the Risk Management Division and the Real Estate Management Division have reviewed the agreement and found the terms acceptable. The County Attorney's Office has found the agreement acceptable as to form.

Action Requested: Approval and execution of License Agreement between Hark Associates, L.L.C. and Orange County, Florida. District 1.

DMA/FJV/sa

Attachments

BCC Mtg. Date: May 22, 2018

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Alexander B. Cvercko, Esq.

Cvercko & Associates

13500 Sutton Park Dr., Suite 304

Jacksonville, FL 32224

Parcel I.D. Nos.: 09-24-28-5844-00-572; 09-24-28-5844-00-710; 09-24-28-5844-00-571

LICENSE AGREEMENT
BETWEEN
HARK ASSOCIATES, L.L.C.
AND
ORANGE COUNTY, FLORIDA

THIS LICENSE AGREEMENT (the "Agreement"), is entered into by and between **Hark Associates, L.L.C.**, a Florida Limited Liability Company, ("Owner") with a mailing address at 2642 Fawnlake Trail, Orlando, FL 32828, and **Orange County**, a charter county and political subdivision of the State of Florida ("County") with a mailing address at P.O. Box 1393, Orlando, FL 32802-1393.

RECITALS

WHEREAS, Owner owns in fee simple certain real property in unincorporated Orange County, located south and west of the intersection of Pocket Lane and Charles E. Limpus Road, as more particularly described in **Exhibit "A"** attached hereto (the "Property");

WHEREAS, the Property is separated by a canal from the nearest paved public road, known as Pocket Lane, and County's right-of-way extends from the southern terminus of the paved Pocket Lane over the canal to the boundary line of the Property, pursuant to the right-of-way agreement dated December 1, 1955, and recorded in Book 46, Page 472, Official Records of Orange County, Florida;

WHEREAS, Owner wishes to seek approval from the County to develop and construct a single-family residential project on the Property with not more than three (3) homes, and, to that end, desires to obtain a Right-of-Way Utilization permit (the "Permit") from County, whereby Owner, subject to the terms and conditions of this Agreement, will install, construct and own a vehicular bridge over the canal as well as road and associated improvements within the public Pocket Lane right-of-way leading and adjacent to the Property;

WHEREAS, in conjunction with installing and constructing the improvements generally described in the preceding recital, Owner, subject to the terms and conditions of this Agreement, will also install and construct a turnaround area on the Property south of the bridge within an access easement to be dedicated to County and the public; and

WHEREAS, County requires that Owner be solely responsible for the continual fulfillment of certain commitments and covenants to assure the perpetual and continuous repair and maintenance of the bridge and road improvements and the turnaround area, and to the extent necessary, the replacement of any or all of the bridge and road improvements, which commitments and covenants are more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **IMPROVEMENTS; ACCESS EASEMENT; TURNAROUND AREA; CONSTRUCTION TIMEFRAME.**

(a) At its sole option, Owner may install a single span bridge over the canal, provided that such a bridge shall be designed and constructed with a minimum AASHTO Rating of HS20

Loading, capable of allowing supporting usage by large vehicles, such as solid waste collection vehicles and fire rescue vehicles, and allowing recreational boats and other water vessels to traverse the canal unrestricted vertically and horizontally, with at least ten (10) feet of clearance between the bottom chord of the bridge and the normal high water elevation. In conjunction with installing the bridge, Owner shall construct to County standards road and associated improvements within the public Pocket Lane right-of-way leading and adjacent to the Property. In addition, in conjunction with the bridge's installation, Owner shall improve and maintain a turnaround area south of the bridge and on the Property ("Turnaround Area"), for the use of vehicles accessing the Property via the bridge. Collectively, the bridge construction, road/right-of-way improvements and Turnaround Area shall be hereinafter referred to herein as the "Improvements." The Improvements are generally described and depicted in **Exhibit "B,"** which is attached hereto for informational purposes, but which does not include the full set of construction plans approved by the County on March 23, 2018 and incorporated herein by reference as **Exhibit "C"**.

(b) Within one hundred and twenty (120) days of the effective date of this Agreement, Owner shall dedicate to County a perpetual, non-exclusive ingress/egress easement over the Turnaround Area, in the form shown in the **Exhibit "D"** attached hereto ("Access Easement"). The Turnaround Area shall be free and clear of all liens and encumbrances at the time of dedication. Owner shall pay all costs associated with the dedication of the Turnaround Area, including all recording fees and documentary stamps related to the dedication. No less than thirty (30) days prior to the dedication of the Turnaround Area, Owner shall deliver to County, at Owner's sole cost and expense, a commitment to issue an Owner's Policy of Title Insurance naming County as the insured (the "Title Commitment"), and a "Disclosure of Beneficial

Interests” in the form required by Section 286.23, Florida Statutes. The original Owner’s Policy of Title Insurance (the “Title Policy”) shall be delivered to County within thirty (30) days of the dedication of the Turnaround Area.

(c) In conjunction with the bridge’s installation and associated road improvements, Owner shall improve and maintain the Turnaround Area to a standard acceptable to County that supports and permits level, safe and efficient turnaround of all vehicles accessing the Property, including but not limited to solid waste collection vehicles and fire rescue vehicles.

(d) If Owner decides to install the bridge, then Owner shall commence construction of the Improvements not later than three (3) years of the effective date of this Agreement, and shall have completed construction of the same to the County’s satisfaction within five (5) years of the effective date of this Agreement.

3. APPROVED PLANS; RIGHT-OF-WAY UTILIZATION PERMIT; FUTURE DEVELOPMENT OF PROPERTY.

(a) County hereby approves Owner’s plans for construction of the Improvements, incorporated herein by reference hereto as **Exhibit “C”** ("Approved Plans").

(b) Owner shall apply for the Permit before undertaking any of the Improvements, and such Permit shall be issued by County to Owner subject to the terms of this Agreement. Owner shall not, while installing, maintaining, repairing or replacing any of the Improvements pursuant to the Permit, damage or disturb any portion of the right-of-way subject to this Agreement, except pursuant to the Approved Plans, without prior written approval by County. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant the Owner any property interest in any portion of the County’s right-of-way.

(c) The parties acknowledge and agree that the scope and purpose of this Agreement relates solely to the Improvements, not to the future development of the Property. Accordingly, Owner acknowledges that this Agreement does not operate to authorize or vest the contemplated development of the Property with single family homes, nor does it imply or infer that the County must approve or give favorable consideration to the permitting of the proposed development of the Property. Furthermore, Owner acknowledges that development of the Property requires County approval of other matters, such as but not limited to water and utility connections, and that this Agreement does not authorize or vest any such construction related to development of the Property.

(d) Any of the Improvements that, in County's sole discretion, may impede the functional operation of planned, proposed, or existing underdrains on Pocket Lane shall not be permitted under this Agreement.

(e) The Improvements shall be established and maintained by Owner in accordance with the Approved Plans, and no changes shall be made that will interfere with the use of the right-of-way by the public or that will create a safety hazard on such right-of-way. Notwithstanding having approved the Approved Plans, if County later determines, in its sole discretion, that any of the Improvements present a safety hazard, then Owner, at its sole expense and at no cost to County, shall modify the Improvement(s) to eliminate the hazard, to the satisfaction of County.

4. CARE, MAINTENANCE AND REPLACEMENT OF IMPROVEMENTS AND TURNAROUND AREA.

(a) Owner shall be responsible for paying one hundred percent (100%) of the costs and expenses for the care, maintenance, repair and replacement of the Improvements.

(b) Moreover, Owner shall make all necessary inspections and repairs of the Improvements in accordance with the schedule set forth in **Exhibit "E"** attached hereto, and such additional inspections reasonably required by the County or the professional engineer hired by the Owner to inspect the Improvements. Such inspections shall be made by a duly licensed (in the State of Florida) and qualified professional engineer or engineers with an expertise in the area of bridge construction and maintenance, and road inspections for the road and other Improvements. Owner shall promptly make all repairs and additional inspections required in the inspection reports and shall maintain a copy of the inspection reports for a period of not less than five (5) years or the next successive inspection report, whichever is greater. Upon Owner's receipt of an inspection report, Owner shall send a copy of the report, electronically or otherwise, to the County Engineer at the County Engineer's e-mail or mailing address.

(c) At the termination of the useful life of the bridge and road as determined by a duly licensed (in the State of Florida) professional engineer hired by the Owner, or as determined by the reasonable judgment of the County, Owner shall submit plans for replacement of the bridge, and approval shall not be unreasonably withheld by the County so long as the replacement bridge is of the same (or improved) type and quality or is another design approved by the County in its sole discretion.

(d) If Owner fails to perform necessary inspections, maintenance, repair or replacement of any of the Improvements as required by this Agreement or as deemed necessary by the County, then the County may, following notice to the Owner and at its sole discretion, undertake such inspections, maintenance, repair or replacement of the Improvements, and all such costs shall be Owner's responsibility and paid for by the Owner. Accordingly, prior to commencing construction of any of the Improvements and pursuant to a separate escrow

agreement ("Escrow Agreement") between the Owner, County and the Orange County Comptroller, which shall be in substantial compliance with the form agreement attached hereto as **Exhibit "F"**, Owner shall place in cash escrow with the Orange County, Florida Office of the Comptroller the sum of Fifty Five Thousand Dollars (\$55,000.00) which the County may use upon Owner's failure to perform the required work ("Escrow"). If such amount is not adequate or sufficient to perform the required work, Owner agrees to pay the County the difference, and to replenish the account, within thirty (30) days of receipt of written notice. If Owner does not pay the County the amount needed to perform the required work, Owner agrees and consents to the County having the right to record a lien against the Property for all costs incurred by the County and not covered by the Escrow or the Owner, and due to the failure of the Owner to perform its obligations under this Agreement, including inspections, maintenance, repair or replacement of the Improvements. Also, Owner agrees and consents that such a lien shall constitute a first lien against the Property. Also, Owner agrees and consents that the County shall be entitled to enforce its lien by foreclosure in Orange County Circuit Court, notwithstanding that the Property at the time of the foreclosure may be the site of one or more homestead properties, and shall be entitled to recover attorney's fees and costs upon prevailing in the foreclosure from the Owner. If the Property at the time is owned by multiple different owners, then those owners shall be jointly and severally liable for all amounts due. The County shall be entitled to both foreclosure and a money judgment against Owner for failure to perform its obligations under this Agreement. The lien, for purposes of priority, shall date back to the effective date of this Agreement.

5. INDEMNIFICATION.

(a) To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless County from and against all claims, damages, losses, and expenses, including

reasonable attorney fees and costs, arising out of, or resulting from, the performance of Owner's responsibilities under this Agreement or its failure to perform those responsibilities, including but not limited to the failure or collapse of the bridge.

(b) Moreover, Owner shall indemnify and hold harmless County (and any governmental body or utility authority properly using the Improvements) from and against all expenses, costs, or claims for any damages to the Improvements or that may result from the use of the Improvements.

(c) The provisions of this paragraph shall survive the termination or revocation of this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity or of the provisions of Section 768.28, Florida Statutes.

6. **INSURANCE.** Prior to commencing construction of any of the Improvements, Owner shall obtain and thereafter continually possess:

(a) Commercial General Liability coverage, issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, for all operations under this Agreement, including but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00 Combined Single Limits (CSL) or its equivalent per occurrence. Such coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Severability of Interests. The general aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit;

(b) All-risk property insurance to cover the Improvements for their full replacement value.

(c) In addition to the commercial general liability requirement specified in 6.(a), all parties that perform work on the Improvements shall have Workers' Compensation coverage for any and all employees with statutory workers' compensation limits, and no less than \$500,000.00 for each incident of bodily injury or disease for Employers' Liability; and

(d) All parties that perform work on the Improvements shall have Business automobile liability coverage for all owned, non-owned, and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida, or its equivalent, with limits of not less than \$500,000.00 per accident. In the event Owner or its contractor does not own automobiles, Owner or its contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial General Liability policy or separate business Auto Liability policy.

(e) Prior to commencing construction of any of the Improvements, and thereafter on an annual basis, Owner shall provide Certificates of Insurance and endorsements to County to verify coverage. Certificates of Insurance and endorsements shall be submitted to the Orange County Risk Management Division upon renewal or replacement of all required coverage. The name of the project for which the Improvements are to be installed and the type and amount of coverage provided shall be clearly stated on the face of each Certificate of Insurance. All liability policies shall include an endorsement specifically naming Orange County, Florida, as an additional insured, and shall contain a provision that forbids any cancellation, changes or material alterations, or renewal of coverage without providing at least thirty (30) days prior written notice to County. Owner shall require and ensure that each of its contractors and subcontractors maintains insurance until the completion of their work under any contract associated with this Agreement. Failure of Owner to maintain insurance coverage for itself or for any other persons

or entities for whom it is responsible or to insure that its contractors and subcontractors maintain coverage shall not relieve Owner of any contractual responsibility, obligation, or liability.

7. **RECORDING.** This Agreement shall be recorded by County at Owner's expense in the Public Records of Orange County, Florida, within five (5) days of its approval by County.

8. **TERM OF AGREEMENT; COVENANTS RUNNING WITH THE LAND; TERMINATION.**

(a) Unless otherwise terminated pursuant to the provisions herein, the provisions, restrictions, and covenants of this Agreement shall run with and bind the Property for a period of fifty (50) years from the date this Agreement is recorded in the Public Records of Orange County, Florida. Thereafter, this Agreement shall be automatically extended for successive periods of ten (10) years each.

(b) Owner's responsibilities and obligations under this Agreement shall constitute restrictions and covenants on the Property, shall run with and against the Property, and shall be binding on all parties having any right, title or interest in the Property described herein or any portion thereof, and their heirs, personal representatives, successors and assigns. Owner understands, acknowledges and declares that the Property and any portion thereof shall be held, sold and conveyed subject to the provisions of this Agreement, by including the recording information of this Agreement in the deeds for any and all future conveyances. However, failure to specifically reference this Agreement in any such conveyances shall not extinguish the agreement here that all of Owner's responsibilities and obligations under this Agreement are restrictions and covenants that run with and against the Property.

(c) This Agreement and the Permit may be terminated and revoked unilaterally at any time by the County's Board of County Commissioners if Owner fails or refuses to fulfill any of

its responsibilities under this Agreement, provided that, before terminating or revoking this Agreement and the Permit, County shall provide written notice to Owner, informing Owner of the nature of the default or breach, and allowing Owner a reasonable period of time of at least thirty (30) days to cure the default or breach. Furthermore, County shall not be liable to Owner or any other entity or individual for any claims or damages associated with terminating this Agreement. If the Agreement is terminated pursuant to this paragraph, the Owner shall remove the bridge at Owner's expense, or the County will remove the bridge and assess all costs of the same to the Owner in accordance with the lien provisions of Paragraph 4(d). This paragraph 8(c) shall survive termination of the Agreement.

(d) This Agreement may also be terminated at any time by the mutual agreement of the parties, if a written instrument agreeing to revoke said provisions, restrictions, and covenants is approved by the Board of County Commissioners and Owner. If the Agreement is terminated pursuant to this paragraph, the Owner shall remove the bridge at Owner's expense, or the County will remove the bridge and assess all costs of the same to the Owner in accordance with the lien provisions of Paragraph 4(d). This paragraph 8(d) shall survive termination of the Agreement.

(e) This Agreement shall automatically terminate if Owner does not commence construction of the Improvements within three (3) years of the effective date of this Agreement. See paragraph 2.(d).

9. **COMPLIANCE WITH APPLICABLE LAWS.** Owner shall comply with all applicable state laws and county ordinances, including the County's Right-of-Way Utilization Regulations.

10. FULL AGREEMENT; AMENDMENTS.

(a) This Agreement, together with its several exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter contemplated herein, and it is understood and agreed by the parties that all undertakings, negotiations, representations, promises, inducements, heretofore had between these parties are merged herein.

(b) The provisions, restrictions, and covenants of this Agreement shall not be modified or amended except by a written instrument approved by Owner and the Board of County Commissioners. Furthermore, no such modification or amendment shall be effective until such written instrument has been signed, acknowledged, and recorded in the Public Records of Orange County, Florida, at Owner's expense.

11. DISCLAIMER OF COUNTY RESPONSIBILITY; RESERVATION OF COUNTY'S RIGHTS.

(a) Nothing in this Agreement shall create any duty, obligation or responsibility, or be construed as creating any duty, obligation, or responsibility, on the part of County to maintain, repair, or replace, any of the Improvements or the Turnaround Area.

(b) Notwithstanding the foregoing, County reserves the right at all times to access any of the Improvements to perform any work at Owner's expense that County may deem necessary in the public safety or interest.

12. NOTICES. Whenever, pursuant to this Agreement or otherwise, notice or demand shall or may be given to any party hereto, each such notice or demand shall be in writing and shall not be effective for any purpose unless the notice shall be given or served as follows: by mailing the same to the other party or parties by registered or certified mail, return receipt requested, or by overnight courier service, provided a receipt is required, at its notice address set

forth below, or at such other address (including an electronic mail address) any party may from time to time designate by notice given to the others. The date of receipt of the notice or demand shall be deemed the date of service thereof (unless the notice or demand is not received or accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof):

Notices shall be sent:

If to Owner:

Hark Associates, L.L.C.
2642 Fawnlake Trail
Orlando, FL 32828

With a copy to:

Cvercko & Associates
Attn: Alexander B. Cvercko, Esq.
13500 Sutton Park Dr., Suite 304
Jacksonville, FL 32224
Tel.: (904) 821-8700
Email: alex@cverckolaw.com

If to County:

Orange County Public Works Department
Attention: Director
4200 S. John Young Parkway
Orlando, FL 32839

and

Orange County Attorney's Office
Attention: County Attorney
201 S. Rosalind Ave.
Orlando, FL 32801

Insurance Documents:

Orange County Risk Management
109 E. Church St., Suite 200
Orlando, FL 32801

13. JOINDER AND CONSENT. By execution of this Agreement, Owner affirms that there are no mortgages, liens or other encumbrances on the Property, and that a Joinder and Consent executed by a mortgagee or any other holder of any other such encumbrance is therefore not necessary.

14. LISTING OF EXHIBITS. The exhibits attached hereto, each of which is made a part of this Agreement by this reference, are as follows:

Exhibit “A” – Legal Description of the Property

Exhibit “B” – General Description and Depiction of Improvements

Exhibit “C” – Approved Plans

Exhibit “D” – Access Easement Form

Exhibit “E” – Inspection and Repair Schedule

Exhibit “F” – Escrow Agreement Form

15. EFFECTIVE DATE. This Agreement shall take effect upon the date of execution by the County, which shall be the last party to execute this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

License Agreement Between Hark Associates, L.L.C. and Orange County, Florida, for Use of County Right-of-Way

"COUNTY"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Teresa Jacobs
Teresa Jacobs,
Orange County Mayor

Date: 5.22.18

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

By: Craig A. Stopysa
for Deputy Clerk

Craig A. Stopysa
Printed Name

License Agreement Between Hark Associates, L.L.C. and Orange County, Florida, for Use of County Right-of-Way

“OWNER”

HARK ASSOCIATES, L.L.C.

By: _____

Its [title]: _____

Print Name: _____

Date: _____

WITNESSES:

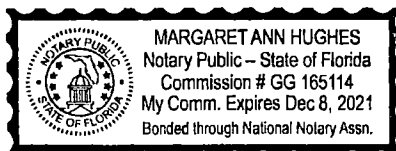
Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by SRINIVAS Seela of Hark Associates, L.L.C., who is known by me to be the person described herein and who executed the foregoing, this 12 day of April, 2018. S/he is personally known to me or has produced _____ as identification and did/did not take an oath.

- WITNESS my hand and official seal in the County and State last aforesaid this 12th day of April, 2018.



Notary Public

Print Name: MARGARET ANN Hughes

My Commission Expires: December 8, 2021

EXHIBIT "A"

Legal Description of Property

PARCEL 1:

LOTS 71, 72, 89 AND 90, OF WILLIS R. MUNGERS LAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGES 3, 7, 22 AND 23 IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL NUMBER: 09-24-28-5844-00-710

PARCEL 2:

LOT 57 (LESS THE EAST 30 FEET), OF WILLIS R. MUNGERS LAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL NUMBER: 09-24-28-5844-00-572

PARCEL 3:

THE EAST 30 FEET OF LOT 57 AND THE WEST 30 FEET OF LOT 58 (LESS THE NORTH 100 FEET AND LESS THE SOUTH 360 FEET AND LESS THE EAST 60 FEET OF SAID LOT 58), OF WILLIS R. MUNGERS LAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. SUBJECT TO RIGHT OF WAY AGREEMENT IN FAVOR OF ORANGE COUNTY AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 472, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL NUMBER: PARCEL NUMBER: 09-24-28-5844-00-571

EXHIBIT "B"

General Description and Depiction of the Improvements

The Improvements are generally described as follows:

The construction of an asphalt road, vehicular bridge and turn around area.

The Improvements are generally depicted in the following sketch:

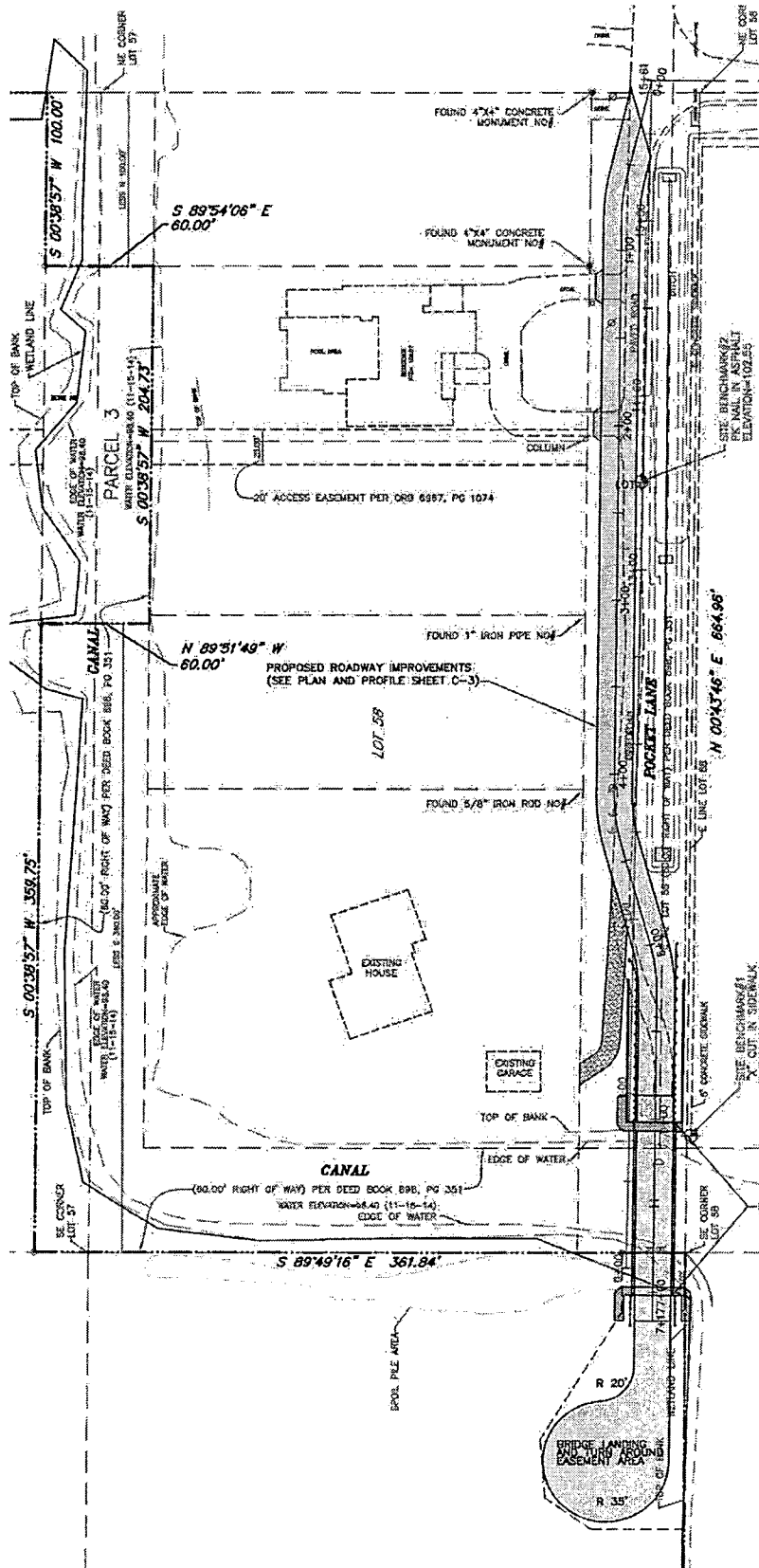


EXHIBIT "C"

Approved Plans

The approved plans and associated documents incorporated by reference herein are on file with the County's Public Works Department and more specifically identified as follows:

- (1) Plans prepared by Stephen Thomas Allen, PE # 59994, Brent A. Hulsey, PE # 74162, Juan A. Valenzuela, PE # 68208, Jennifer A. Nunn, PE # 70709, and Robert A. Trompke, PE # 55456, all of whom are licensed and registered engineers in the State of Florida, and stamped as "Approved" by the County on March 23, 2018.

- (2) Structural Peer Review Letter regarding the plans listed above in item (1), dated March 22, 2018, signed by Edward A. Terhune IV, PE, and signed and sealed by Victor E. Bertolina, PE (License No. 58327), of SAI Consulting Engineers, Inc.

EXHIBIT "D"

Access Easement – Form Dedication

Instrument:

Project:

ACCESS EASEMENT

THIS INDENTURE Made this ____ day of _____, A. D. 20____, between <corporation>, a _____ corporation, having its principal place of business in the City of _____, County of _____, whose address is _____, GRANTOR, and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTEE.

WITNESSETH, that the GRANTOR for and in consideration of the sum of \$_____ and other valuable considerations, paid by the GRANTEE, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and to all private entities and public agencies providing mail, utility, fire protection, law enforcement, emergency medical, and other governmental services, including the United States Postal Service, a non-exclusive, perpetual easement for pedestrian and vehicular ingress, egress, and passage over and upon the following described lands situate in the County of Orange, State of Florida, to-wit:

SEE ATTACHED SCHEDULE "1"

Property Appraiser's Parcel Identification Number(s):

a portion of

TO HAVE AND TO HOLD the said access easement unto the GRANTEE and its successors, as well as all other entities and public agencies aforementioned, for the purposes aforesaid.

IN WITNESS WHEREOF, the said
GRANTOR has caused these presents to be signed in its name by
_____, its _____.

<corporation>

Signed, sealed and delivered in
the presence of:

Witness

BY: _____

Printed Name

Printed Name

Witness

Title

Printed Name

(Signature of **TWO** witnesses required by Florida Law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ of _____,
20____, by _____, as _____
of _____, a _____ corporation, on behalf of the corporation. He/She ☐ is
personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Signature

Printed Notary Name

This instrument prepared by:
_____, a staff employee
in the course of duty with the
Real Estate Management Division
of Orange County, Florida.

Notary Public in and for the
County and State aforesaid

My commission expires:

SCHEDULE "1"

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Lot 71, of WILLIS R MUNGERS LAND SUBDIVISION, according to the Plat thereof, as recorded in Plat Book E, Pages 3, 7, 22 and 23, in Section 9, Township 24 South, Range 2B East, of the Public Records of Orange County, Florida, being more particularly described as follows:

BEGIN at the Northeast corner of Lot 71, of WILLIS R MUNGERS LAND SUBDIVISION, according to the Plat thereof, as recorded in Plat Book E, Pages 3, 7, 22 and 23, in Section 9, Township 24 South, Range 28 East, of the Public Records of Orange County, Florida; thence South 00°28'13" West along the East line of said Lot 71 a distance of 160.11 feet; thence leaving said East line run North 89°51'49" West 51.30 feet; thence North 5°51'44" West 31.30 feet; thence North 00°29'14" West 34.06 feet; thence North 31°50'28" East 86.42 feet; thence North 00°28'13" East 34.69 feet to the North line of aforesaid Lot 71; thence South 89°51'49" East along the North line of said Lot 71 a distance of 35.00 feet to the POINT OF BEGINNING.

Containing 0.213 acres, more or less.

LOT 58

CANAL

(80.00' RIGHT OF WAY) PER O.R.B. 45, PG 472

N LINE LOT 71

(FID #00-24-28-5844-00-710)

LOT 71

SE CORNER LOT 58

NE CORNER LOT 71
POINT OF BEGINNING

(80.00' RIGHT OF WAY) PER O.R.B. 46, PG 472

CANAL.

O.R.B. =OFFICIAL RECORDS BOOK

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. BEARING SHOWN HEREON ARE BASED ON THE E LINE OF LOT 58 AS BEING N00°43'48"E, ASSUMED.
3. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DATE: 1-26-18

SCALE: 1" = 50'

CAL BY: SEB

DRAWN BY: SEB

JOB NO. 114100L1

Date _____

Revisions

ATLANTIC SURVEYING

308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060

I hereby certify that this Sketch and Description was prepared in accordance with the standards of practice for the profession of surveying and mapping as set forth in Chapter SJ-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

STEVEN E. BLANKENSHIP P.S.N. #5361
STATE OF FLORIDA

EXHIBIT "E"

Inspection and Repair Schedule

RECOMMENDATIONS FOR THE INSPECTION AND MAINTENANCE OF STEADFAST VEHICULAR STEEL BRIDGES AND CONTINENTAL PEDESTRIAN STEEL BRIDGES

The purpose of this set of recommendations is to suggest some minimum guidelines for inspection and maintenance of Steadfast Vehicular Bridges and Continental Pedestrian Bridges. These procedures are not inclusive and more detailed procedures may be warranted depending upon bridge location, environment, and usage. Establishing the requirements for, and verifying the performance of, all field inspection and maintenance is the responsibility of the owner.

INSPECTION

I. User Safety

- A. Each bridge should be inspected at regular intervals (at least once per year) to ensure that all items of user safety are accounted for and performing properly. Those areas of special concern should be as follows:
 - 1. Safety rails, handrails, rubrails, fencing or other types of safety features should be in place with complete structural integrity and capacity. Pay particular attention to handrail and fencing attachments. Check for any sharp edges or protrusions that could produce bodily harm or be a hazard to the user.
 - 2. Deck surfaces should be without excessive gaps, cracks or projections that could create a trip hazard or interfere with the user in any way. Special consideration should be given to any smooth deck surface that could also create a possible slip hazard. For concrete decks, some form of a roughened surface or broom finish or other means of providing a non-skid surface is recommended.

II. Structural Integrity

- A. Each bridge should be inspected at regular intervals not to exceed one (1) year. The American Association of State Highway and Transportation Officials (AASHTO) Manual for Maintenance Inspection of Bridges provides an excellent

guide for this inspection (pages 5-13 in the current edition). This visual inspection should include, but not be limited to the following:

1. Check the decking to ensure it is in satisfactory condition. Pay special attention to timber decks at their contact surfaces where they bear on stringers.
2. Steel surfaces should be inspected to ensure that they are performing satisfactorily. Check for any excessive corrosion on weathering steel bridges, or paint and caulk integrity on painted bridges, paying special attention to the following areas:
 - a. Steel below the deck, particularly the top of stringers supporting wood decks.
 - b. Truss or floor system joints where debris or water may accumulate.
 - c. Anywhere vegetation or other material may have come in contact with the steel.

NOTE: Any weathering steel surface not “boldly exposed” to the atmosphere should be checked to ensure it has formed its protective oxide layer.

3. Check all steel surfaces and welded and bolted connections for cracks. Pay special attention to the welded truss and floor beam joints in vehicular or material handling bridges subject to fatigue stresses.
4. Check the ends of the bridge for any damage which may have been caused by vehicular impact.
5. Check the integrity of concrete abutments and/or piers for scour due to water flow if applicable, etc., per AASHTO’s Manual for Maintenance Inspection or the foundation engineer’s recommendations. Check for any settlement of the abutments which may be warping or twisting the bridge.
6. Check anchor bolts for damage and see that they are secure. Examine all bearings to ascertain that they are functioning properly. Expansion bearings and the expansion joints at the ends of the bridge must be checked to see that they are moving freely and are clear of all foreign material. Check for creeping of teflon pads, if present.
7. Spliced Bridges:
 - a. Check the bolted splices for any excessive corrosion or cracking of the steel fasteners.

- b. Make sure all weep holes are open and clear of debris to allow for complete drainage of any moisture which may collect on the interior tube surfaces. See the original shop drawings for locations of weep holes.
- B. If problems are seen during the inspection procedure, cleaning and repair or replacement of weathering steel bridge components may be necessary; painted bridges may require cleaning and repainting or replacement of some or all members. Contact CONTECH Bridge Solutions Inc or the foundation engineer for recommendations if necessary.

MAINTENANCE FOR WEATHERING BRIDGES

Weathering steel is a maintenance free material only if protected from harmful conditions and environments. The following steps will help increase the life span of your bridge:

- A. Do not use de-icing salts for snow removal as they can severely damage weathering steel.
- B. Avoid retention of debris on the steel surfaces. Flush bridges at areas which accumulate debris (including salt or sand) on a regular basis.
- C. Prevent weathering steel from contact with soil, vegetation, masonry, or other materials so that the weathering process can proceed on a natural basis.
- D. If excessive corrosion is encountered due to salts from adjacent roadways or roadways beneath an overpass structure, or for any other reason, it may be wise to blast clean and paint the truss joints, steel beneath the deck, or any area which exhibits excessive corrosion. Steel Structures Painting Council's Report 92-08, Maintenance Coating of Weathering Steel: Field Evaluation and Guidelines, provides recommendations for remedial painting of weathering steel bridges.

MAINTENANCE FOR DECKING

Concrete and Asphalt

For asphalt decks, a steel form deck is the main load carrying member. For concrete decks, this steel form may or may not be integral to the deck design (as in a composite deck). Check with the design engineer.

During inspection, the asphalt or concrete covering should be checked for excessive cracking and deterioration. At the same time, the steel form decks should be checked for excessive rusting and/or damage. If the coverings are deemed to require replacement, the steel forms may be reused if they are not damaged or do not show excessive corrosion. Structural form decks may require replacement if deteriorated regardless of the deck surface condition.

Concrete and asphalt decks are usually not designed to accept the added dead weight of an overlay. Therefore, the only remedy is repair of the cracking or replacement of the concrete or asphalt covering.

See the shop drawings for recommended concrete strength, reinforcing size, slab and asphalt thickness, control joint and surface finish information. If there are any questions, please contact the CONTECH Bridge Solution's Pedestrian Engineering Department @ (800) 328-2047 or Vehicular Engineering Department @ (866) 294-9767 for consultation.

GENERAL MAINTENANCE

I. Soil Clearance

Soil or dirt must not be left in contact with bare weathering or painted steel surfaces. In addition, adequate clearance for ventilation must be maintained between the ground and weathering steel surfaces to allow the steel to dry after wetting, forming its protective rust "patina" coating.

If the initial construction of abutments and back slopes did not allow for adequate ventilation (approximately 18"-24"), enough soil, debris, and/or vegetation should be removed and kept cut back to allow for adequate airflow. If this is not possible, a coating designed for "ground contact" protection of steel may be applied to the members in the affected area.

For further information, any questions, or to report any safety concerns call the CONTECH Bridge Solutions Truss Bridge Engineering department.

EXHIBIT "F"

Escrow Agreement Form

**ESCROW AGREEMENT
BETWEEN
HARK ASSOCIATES, L.L.C., ORANGE COUNTY
AND THE ORANGE COUNTY COMPTROLLER
REGARDING THE POCKET LANE BRIDGE**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of the date of latest execution ("Effective Date"), by and between Hark Associates, L.L.C., a Florida limited liability company ("Developer"); **Orange County**, a charter county and political subdivision of the State of Florida ("County") (Developer and County may collectively be referred to herein as the "Principals"); and the **Orange County Comptroller**, in its capacity as Escrow Agent ("Escrow Agent"), with all parties' mailing addresses as noted in Section 13, hereinbelow.

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of certain real property located in Orange County, Florida (the "Property"), as more particularly described in Attachment "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is separated by a canal from the nearest paved public road, known as Pocket Lane, and County's right-of-way extends from the southern terminus of the paved Pocket Lane over the canal to the boundary line of the Property, pursuant to the right-of-way agreement dated December 1, 1955, and recorded in Book 46, Page 472, Official Records of Orange County, Florida; and

WHEREAS, Owner wishes to seek approval from the County to develop and construct a single-family residential project on the Property with not more than three (3) homes, and, to that end, desires to obtain a right-of-way utilization permit from County, whereby Owner, subject to the terms and conditions of a contemporaneously executed license agreement recorded as Document Number ____ in the Official Records of Orange County, Florida ("License Agreement"), will install, construct and own a

vehicular bridge over the canal as well as road and associated improvements within the public Pocket Lane right-of-way leading and adjacent to the Property;

WHEREAS, Developer has agreed to post surety in the form of a cash escrow for the maintenance or removal of the bridge to be constructed within the public Pocket Lane right-of-way and leading to the Property; and

WHEREAS, County has consented to accept the Escrowed Funds (as defined below) to be held by Escrow Agent in accordance with the terms and provisions of this Escrow Agreement; and

WHEREAS, Escrow Agent has agreed to serve as Escrow Agent in accordance with this Escrow Agreement; and

WHEREAS, the Principals desire that Escrow Agent shall hold and release the Escrowed Funds subject to the terms and conditions set forth in this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto represent, warrant, covenant, and agree as follows:

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

2. **Establishment of Escrow Relationship; Acceptance by Escrow Agent.** The Principals hereby retain Escrow Agent, at no cost to them, to serve solely in its capacity as escrow agent with respect to the Escrowed Funds and Escrow Agent hereby accepts such retention.

3. **Escrowed Funds.** Prior to commencement of construction as described in the License Agreement, Developer shall deliver funds in the amount of Fifty Five Thousand Dollars (\$55,000.00) (the "Escrowed Funds", representing the estimated cost to remove the bridge) to Escrow Agent to ensure the bridge constructed by Developer over County's right-of-way and leading to the Property is maintained to County's satisfaction and in accordance with County standards, or removed, at County's option. Within five (5) business days of receipt, Escrow Agent shall place the Escrowed Funds into a non-interest bearing escrow account (the "Escrow Account") to be held, administered, distributed, and released as provided for herein. Escrow Agent shall acknowledge receipt of the Escrowed Funds by providing notice, either in writing or by electronic mail, to each of the Principals within five (5) business days after receipt of the Escrowed Funds.

4. **County Claim(s) on Escrowed Funds.** County may use all or a portion of the Escrowed Funds, as it deems necessary, in any one of the following circumstances:

- A. In the event the Developer fails to meet its obligations under or violates any of the terms of the License Agreement.
- B. In the event County finds that there are noncompliant Developer obligations with respect to the bridge and that such noncompliant items pose a risk of danger to the health, safety, and/or welfare of the people of Orange County, Florida, as determined by County in the County's commercially reasonable discretion.

5. **Conditions Applying to County Claim(s) on Escrowed Funds.**

- A. Where feasible, as determined solely by County, Developer shall be given a Noncompliance Notification and ten (10) days to cure such noncompliant condition; provided, however, such Noncompliance Notification shall not be required if County determines such noncompliant condition poses an imminent danger to the health, safety, and /or welfare of the people of Orange County, Florida. If Developer does not cure such noncompliant condition to County's satisfaction, or if County deems it not feasible to give Developer a Noncompliance Notification, County may withdraw all or a portion, as it deems necessary, of the Escrowed Funds upon presentation to the Escrow Agent of a statement signed by the Orange County Mayor or a duly authorized representative stating (i) that there is a noncompliant condition threatening the health, safety, and/or welfare of the people of Orange County; (ii) the subject draw request is required to correct the noncompliance; and (iii) County will correct such noncompliance. Any funds not used by County shall be placed back in the Escrow Account or released as provided in Section 6 hereinbelow, as applicable.
- B. Use of the Escrowed Funds shall include, but not be limited to, a withdrawal of all or a portion of the Escrowed Funds in order to maintain, repair or remove the bridge. The choice to use the Escrowed Funds, and the choice as to maintenance, repair or removal of the bridge, is solely in County's discretion. Should County choose to use the Escrowed Funds, it will do so only to the extent the Escrowed Funds are sufficient to complete that task

(unless the County chooses to incur the additional cost to complete the task or complete a portion of the task) and shall assume no liability for, and no obligation to, complete the Developer's obligations.

6. **Term and Termination.** Unless terminated earlier as provided for in this Section, the term of this Escrow Agreement shall commence upon the Effective Date and thereafter shall be coterminous with the License Agreement. This Escrow Agreement may be terminated earlier as follows:

- A. Upon written notice given by Developer and County of cancellation of designation of Escrow Agent to act and serve in said capacity, in which event, cancellation shall take effect no earlier than twenty (20) business days after notice to Escrow Agent of such cancellation; or
- B. Upon Escrow Agent's resignation as Escrow Agent, which Escrow Agent may do at any time upon giving written notice to Developer and County of its desire to so resign; provided, however, that resignation of Escrow Agent shall take effect no earlier than thirty (30) business days after the giving of notice of resignation or ten (10) days after Owner and County have provided Escrow Agent with written notice of their selection for a successor escrow agent, whichever is later.

In either event, the parties shall cooperate to ensure the Escrowed Funds are conveyed to a successor escrow agent. Notwithstanding the foregoing, if any portion of the Escrowed Funds are subject to any active or pending draw request(s) at the time of written notice pursuant to paragraphs A. or B. above, this Agreement shall not terminate until disbursement of the Escrowed Funds.

7. **Indemnification of Escrow Agent.** It is agreed that the duties of the Escrow Agent are purely ministerial in nature and shall be expressly limited to the matters herein for which Escrow Agent is expressly obligated. Developer and County hereby indemnify Escrow Agent and agree to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence or willful misconduct of

Escrow Agent. In connection therewith, the Principals indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Nothing contained herein is intended as, nor shall constitute, a waiver by County of its sovereign immunity protections pursuant to Section 768.28, Florida Statutes.

8. **No Constructive Knowledge.** Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then shall only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent shall not be charged with any constructive knowledge whatsoever.

9. **Capacity of Escrow Agent.** It is expressly understood and agreed by the parties that the Escrow Agent shall not act under this Escrow Agreement in any capacity as Clerk to the Board of County Commissioners, but rather in Escrow Agent's capacity as an independent constitutional officer.

10. **No Obligation to Overdraw.** Notwithstanding any provision of this Escrow Agreement seemingly to the contrary, Escrow Agent shall not be required to make payment of an amount in excess of the balance in the Escrow Account.

11. **No Obligation to Pay Interest.** Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent shall not be required to make any interest payment on any balance in the Escrow Account.

12. **No Liability for Developer Obligations.** The execution of this Escrow Agreement does not relieve Developer of its obligation to maintain, to the County's satisfaction, the bridge or obligate County or Escrow Agent to maintain the bridge, and does not imply or require that either the County or the Escrow Agent assume any liability for the Developer obligations or any other responsibility of the Developer.

13. **Notices.** All notices, consents, approvals, waivers, and elections which any party shall be required or shall desire to make or give under this Escrow Agreement shall be in writing and shall be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to the named individuals representing the party to be notified, or (iii) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying party. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

As to Developer: Hark Associates, L.L.C.
2642 Fawnlake Trail
Orlando, FL 32828
Tel.: (407) 276-5407

With a copy to: Cvercko & Associates
Attn: Alexander B. Cvercko, Esq.
13500 Sutton Park Dr., Suite 304
Jacksonville, FL 32224
Tel.: (904) 821-8700
Fax: (888) 477-3412

As to County: County Administrator
201 S. Rosalind Avenue
P.O. Box 1393
Orlando, FL 32802-1393
Tel.: (407) 836-7366
Fax: (407) 836-7399

With a copy to: Orange County Public Works Department
Attention: Director
4200 S. John Young Parkway
Orlando, FL 32839
Tel.: (407) 836-7900
Fax: (407) 836-7716

And Orange County Attorney's Office
Attention: County Attorney
201 S. Rosalind Ave.
Orlando, FL 32801
Tel.: (407) 836-7320
Fax: (407) 836-5888

As to Escrow Agent: Orange County Comptroller
201 S. Rosalind Avenue
P.O. Box 38
Orlando, FL 32802-0038
Attn: Director of Finance and Accounting
Tel.: (407) 836-5715
Fax.: (407) 836-8359

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, delivery, or transmission thereof as aforesaid.

14. **Governing Law.** This Escrow Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Escrow Agreement shall lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

15. **Entire Agreement, Modification.** This Escrow Agreement contains the entire understanding and agreement between the parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and/or superseded hereby. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Escrow Agreement. Neither Escrow Agent nor the principals shall be bound by any modification, cancellation, or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and principals.

16. **Waiver.** The failure of either party to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement shall not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

17. **Telecopy Execution.** A facsimile, telecopy, or other reproduction of this Escrow Agreement may be executed by the parties (in counterparts or otherwise) and, when so executed, shall be considered valid, binding, and effective for all purposes. At the request of any party, the parties hereto agree to execute an original of this Escrow Agreement, as well as any facsimile, telecopy, or other reproduction.

18. **Counterparts.** This Escrow Agreement may be executed in up to three identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Escrow Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

19. **Construction.** All parties to this Escrow Agreement having participated fully and equally in the negotiation and preparation hereof, the fact that one of the parties to this Escrow Agreement, or its attorney, may be deemed to have drafted or structured any provision of this Escrow Agreement shall not be considered in construing or interpreting any particular provision of this Escrow Agreement, either in favor of or against such party.

20. **Settlement of Dispute.** In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The Principals agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to Developer and County or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement or caused this Escrow Agreement to be executed and delivered by their duly authorized officers on the date(s) noted below.

“COUNTY”

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Teresa Jacobs,
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name

“DEVELOPER”

HARK ASSOCIATES, L.L.C.

By: _____

Its [title]: _____

Print Name: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by _____ of Hark Associates, L.L.C., who is known by me to be the person described herein and who executed the foregoing, this ____ day of _____, 20____. S/he is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

Notary Public

Print Name: _____

My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

ESCROW AGENT:

ORANGE COUNTY COMPTROLLER

Attest: _____
Print Name: _____
Title: _____

By: _____
Phil Diamond, CPA
County Comptroller

Attest: _____
Print Name: _____
Title: _____

Execution Date: _____, 20__

ATTACHMENT "A"

Legal Description for Property

PARCEL 1:

LOTS 71, 72, 89 AND 90, OF WILLIS R. MUNGERS LAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGES 3, 7, 22 AND 23 IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL NUMBER: 09-24-28-5844-00-710

PARCEL 2:

LOT 57 (LESS THE EAST 30 FEET), OF WILLIS R. MUNGERS LAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL NUMBER: 09-24-28-5844-00-572

PARCEL 3:

THE EAST 30 FEET OF LOT 57 AND THE WEST 30 FEET OF LOT 58 (LESS THE NORTH 100 FEET AND LESS THE SOUTH 360 FEET AND LESS THE EAST 60 FEET OF SAID LOT 58), OF WILLIS R. MUNGERS LAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK E, PAGE 22, IN SECTION 9, TOWNSHIP 24 SOUTH, RANGE 28 EAST, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. SUBJECT TO RIGHT OF WAY AGREEMENT IN FAVOR OF ORANGE COUNTY AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 472, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL NUMBER: PARCEL NUMBER: 09-24-28-5844-00-571