

Prepared By and Return To:

KB Home Orlando, LLC

Stephen McConn

9102 Southpark Center Loop, Suite 100

Orlando, FL 32819

### AVIGATION EASEMENT

THIS AVIGATION EASEMENT, made this 10<sup>th</sup> day of April, 2024 (hereinafter referred to as the “**Easement**”), by KB Home Orlando, LLC (“**Grantor**”), whose principal mailing address is 9102 Southpark Center Loop Suite 100, Orlando, Florida 32819, in favor of Seminole County, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, (“**Grantee**”).

### **RECITALS:**

A. Grantor is the owner in fee simple of certain real estate property (hereinafter referred to as the “**Property**”) located in Seminole County, Florida, which is more particularly described in Exhibit “A” attached hereto; and

B. The Property is located in the proximity of Orlando Sanford International Airport (which, as it now exists or may hereafter be enlarged and/or developed, is hereinafter referred to as the “**Airport**”); and

C. The Airport is operated, managed, maintained, and developed by the Authority, which Authority is a special district and public body corporate and politic in Seminole County, Florida created by Chapter 71-924, Laws of Florida, known as the Sanford Airport Authority Act; and

D. The Property is now and, in the future, will be subject to aircraft over flights and noise, vibrations, fumes, deposits of dust, fuel particles and other matters related to an inherent in the operation of aircraft at the Airport; and

E. Grantor desires that all persons hereafter owning, residing on, visiting, or otherwise occupying the Property be placed on notice that the Property is in proximity to the Airport, and of the expected occurrence of aircraft activity at the Airport and near the Property;

**NOW THEREFORE**, for good and sufficient consideration, the receipt and adequacy of which Grantor hereby acknowledges, and hereby covenants and declares that all of the Property shall be held, sold, used, transferred, and conveyed subject to the following avigation easement, which shall run with the Property and be binding on all occupants thereof and on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, grantees, invitees, and tenants.

1. Grantor hereby grants and conveys to the Grantee: (i) a perpetual easement and right of way for the free and unobstructed use and passage of aircraft in and through the airspace at any height or altitude above the surface of the land, said portion of the Property being referred to herein as the “**Avigation Easement Area**”, (ii) the right to operate aircraft in, over and through the Avigation Easement Area, and (iii) the right of said aircraft to cause noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, and any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Airport.

2. The term “aircraft” shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, to include, but not limited to, jet, propeller-driven, civil, military, or commercial aircraft, helicopter, or gliders, regardless of existing or future noise levels, for the purpose of transporting persons or property through the air, by whoever owned or operated.

3. The Grantee shall have the continuing right to prevent the erection or growth of any building, structure, trees or any other object from extending into the Avigation Easement Area which might constitute an airport obstruction or hazard or which might interfere with the purpose or grant of this Easement. The Grantee shall have the continuing right to remove from the Avigation Easement Area any such building, structure, trees or other objects which now or in the future encroach into the Avigation Easement Area, or at the sole option of Grantee, shall have the right to mark and light as obstructions to air navigation any such building, structure, trees or other objects which now or in the future might constitute an airport obstruction or hazard. In the event Grantor or its successors or assigns interferes with the Grantee’s free and unobstructed use of, or right of passage in and through the Avigation Easement Area, Grantee reserves the right to enter upon the Property and to remove the offending structure or object and cut the offending tree (after reasonable prior written notice to Grantor, except in the case of an emergency), all of which shall be at the expense of Grantor.

4. Notwithstanding anything herein to the contrary, the Property shall be used for the construction and development of a residential subdivision, and residential dwelling units in accordance with applicable governmental approvals, permits, and entitlements, and nothing set forth in this Easement shall be deemed or construed to prohibit the construction of improvements upon the Property consistent with and to the full extent permitted by the governmental approvals, permits, and entitlements, provided that Grantor agrees to keep the Avigation Easement Area free of the following: structures (permanent or temporary) that might create glare or contain misleading lights and creation of any means of electrical interference that could affect the movement of aircraft over the easement area.

5. Grantor hereby waives all damages and claims for damages which it now has or hereafter may acquire relating to, resulting from, caused, or alleged to be caused, by noise, vibrations, fumes, deposits of dust, fuel particles (incidental to the normal operation of aircraft); fear, interference with sleep or communication, or any other effects associated with the normal operation of aircraft taking off, landing or operating in the vicinity of the Airport.

6. In the event of any litigation, controversy, claim or dispute between the parties to this Easement, if the Grantee shall prevail in said dispute, enforcement action or legal proceeding, the Grantee, as applicable, shall be entitled to recover all reasonable attorneys', paralegals' and other professionals' fees (including those incurred before or at trial or on any re-hearing or appeal) and costs incurred incidental thereto from the Grantor not prevailing in said legal proceedings.

7. The Easement shall be recorded in the Public Records of Seminole County, Florida. When recorded, each provision of this Easement shall run with the Property, and shall be binding upon all owners, tenants, invitees, or occupants thereof, their heirs, successors, and assigns, invitees, and tenants. The acceptance by any party of any right of use, deed, lease, mortgage, or other interest in privilege pertaining to the Property whatsoever shall constitute acknowledgement and acceptance of terms of this Easement and binding effects hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, has executed this Easement as of the date first above written.

Signed in the presence of:

Witness: [Signature]  
Print Name: Stephen White

Witness: [Signature]  
Print Name: Eileen Sesto

GRANTOR:

By: [Signature]  
Name: Stephen McConn  
Title: VP of Land Development

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10<sup>th</sup> day of April, 2024 by Stephen McConn as VP, Land Development of KB Home Orlando, LLC, on behalf of the corporation. He/she either ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[Affix Notary Seal]

[Signature]

Print Name: Eileen Sesto

Notary Public State of: Florida

My Commission No: HH152862

My Commission Expires: 07/12/2025



ACCEPTANCE BY SEMINOLE COUNTY:

Anne Marie Sillaway  
Witness  
Anne Marie Sillaway  
Print Name

Joy Giles  
Witness  
Joy Giles  
Print Name

For the use and reliance of  
Seminole County only.

DEVELOPMENT SERVICES DEPARTMENT  
PLANNING AND DEVELOPMENT  
DIVISION

By: Rebecca Hammock  
REBECCA HAMMOCK, Director

Date: June 11, 2024

Within the authority delegated by the County  
Manager pursuant to Section 3.25, Seminole  
County Administrative Code.

Approved as to form and  
legal sufficiency.

[Signature]  
County Attorney

STATE OF FLORIDA                    )  
  )  
COUNTY OF SEMINOLE            )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of  
June, 2024, by Rebecca Hammock ☒ who is personally known to me or [ ]  
who has produced \_\_\_\_\_ as identification.



Tammy S. Brushwood  
NOTARY PUBLIC  
Print Name Tammy S. Brushwood  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 8/9/2024

**Exhibit "A"**

**"Property"**

A TRACT OF LAND LYING IN SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 33; THENCE RUN SOUTH 89°35'39" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 939.56 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°24'21" EAST FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CELERY AVENUE (SR 415) ACCORDING TO SEMINOLE COUNTY ENGINEERING DEPARTMENT MAP NUMBER 77050, ALSO BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 00°21'05" EAST ALONG THE WEST LINE OF THE EAST 275.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 255.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 275.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 89°35'39" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 256.45 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CAMERON AVENUE ACCORDING TO SEMINOLE COUNTY MAP BOOK 6, PAGES 191 THROUGH 193 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG SAID WESTERLY RIGHT OF WAY LINE: SOUTH 00°25'36" EAST FOR A DISTANCE OF 427.83 FEET; THENCE RUN SOUTH 01°55'08" EAST FOR A DISTANCE OF 84.26 FEET; THENCE RUN SOUTH 00°09'54" WEST FOR A DISTANCE OF 155.30 FEET; THENCE RUN SOUTH 00°39'57" EAST FOR A DISTANCE OF 76.20 FEET; THENCE RUN SOUTH 05°00'06" WEST FOR A DISTANCE OF 71.77 FEET; THENCE RUN SOUTH 00°51'30" EAST FOR A DISTANCE OF 98.77 FEET; THENCE RUN SOUTH 03°31'27" WEST FOR A DISTANCE OF 42.13 FEET; THENCE RUN SOUTH 00°11'37" EAST FOR A DISTANCE OF 97.61 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE RUN SOUTH 89°44'27" WEST ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33 FOR A DISTANCE OF 638.87 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 00°21'16" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 235.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 235.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE DEPARTING SAID WEST LINE RUN SOUTH 89°44'27" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 664.48 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 33; THENCE RUN NORTH 00°21'27" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 1070.10 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY LINE OF CELERY AVENUE; THENCE RUN NORTH 89°35'45" EAST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 1054.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.21 ACRES MORE OR LESS