

PREPARED BY AND RETURN TO:  
JAMES G. WILLARD, ESQ.  
SHUTTS & BOWEN LLP  
300 S. ORANGE AVENUE, SUITE 1000  
ORLANDO, FLORIDA 32801

### **FIRST AMENDMENT TO GRANT OF EASEMENT**

**THIS FIRST AMENDMENT TO GRANT OF EASEMENT** (the “**First Amendment**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation (“**Grantor**”) and the **CITY OF ORLANDO**, a municipality duly incorporated under the laws of the State of Florida (the “**City**”).

#### **WITNESSETH:**

**WHEREAS**, by Grant of Easement dated November 9, 1992 and recorded November 10, 1992 at Official Record Book 4486, Page 1280, Public Records of Orange County, Florida (the “**Grant of Easement**”), Grantor’s predecessor in title, Schrimsher Southwest Joint Venture, a Florida general partnership (the “**Original Grantor**”) did grant and convey to the City, a perpetual, non-exclusive easement for stormwater drainage purposes, including retention and detention, across that portion of Grantor’s land (the “**Grantor’s Property**”) described in the Grant of Easement as “**Stormwater Pond A**”; and

**WHEREAS**, Grantor herein is the successor to the Original Grantor and is the current owner of Stormwater Pond “A” as described in the Grant of Easement; and

**WHEREAS**, a portion of Grantor’s Property, including that portion containing Stormwater Pond “A”, was subsequently platted by the City of Orlando as Legacy Point Phase I, which plat was recorded at Plat Book 41, Page 77 and 78, Public Records of Orange County, Florida (the “**Plat**”); and

**WHEREAS**, the Plat described a private drainage easement area identified as **Tract “A”**, which Tract “A” encompasses some, but not all, of the Stormwater Pond “A” drainage easement granted to the City pursuant to the Grant of Easement; and

**WHEREAS**, since the Grant of Easement was conveyed to the City and the Plat was recorded, a drainage pond benefitting both the City and the adjoining land of Grantor has, in fact, been constructed upon and is currently being maintained on Tract "A" as described in the Plat; and

**WHEREAS**, Grantor and the City desire to amend the Grant of Easement to reflect their joint intent that Stormwater Pond "A" created under the original Grant of Easement should be, and henceforth shall be, considered the same land area currently described as Tract "A" pursuant to the Plat.

**NOW THEREFORE**, in consideration of the premises and the mutual rights and benefits to be derived by the parties hereto, the Grantor hereunder and the City hereby amend the Grant of Easement by deleting subparagraph 1.A) of the original Grant of Easement in its entirety and replacing such paragraph with the following revised subparagraph 1.A):

"1.A) Stormwater Pond "A" - A perpetual, non-exclusive easement for stormwater drainage purposes, including retention and detention, over and across that portion of Grantor's Property identified as Tract "A" on the Plat of Legacy Point Phase I, as recorded in Plat 41, Page 77 and 78, Public Records of Orange County, Florida. Pursuant to the terms of the Plat and notwithstanding the terms of Paragraph 6, of the Grant of Easement, Grantor shall be responsible for maintenance of Stormwater Pond "A."

Other than as amended by this First Amendment, the Grant of Easement shall remain in full force and effect and the remaining terms thereof are hereby ratified and confirmed.

[INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the parties have executed this First Amendment on the day and year first above written.

**TWO WITNESSES:**

**“GRANTOR”**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014 by \_\_\_\_\_, as \_\_\_\_\_ of **ADVENTIST HEALTH SYSTEM/SUNBELT, INC.**, a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**“CITY”**

**CITY OF ORLANDO**

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND  
LEGALITY for use and reliance by  
the City of Orlando, Florida, only

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida  
\_\_\_\_\_, 2014.