

This document was prepared by:

James P. Vanderwoud Esq.
K. Hovnanian Homes
151 Southhall Lane, Suite 120
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TEMPORARY GRADING AND SLOPE EASEMENT AGREEMENT

THIS TEMPORARY GRADING AND SLOPE EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, between **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida ("City") whose mailing address is 400 South Orange Avenue, Orlando, Florida 32801, and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida ("County"), whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (City and County are hereinafter collectively referred to as "**Grantors**"), and **K. HOVNANIAN AT THE HIGHLANDS AT SUMMERLAKE GROVE, LLC**, a Florida limited liability company whose mailing address is 151 Southhall Lane, Suite 120, Maitland, Florida 32751 ("**Grantee**").

RECITALS:

A. Grantors are the owner of that certain real property located in Orange County, Florida, as more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("**Grantor Property**").

B. Grantors have leased the Grantor Property, including the Easement Property (as hereinafter defined), to Team Classic Golf Services, Inc., a Delaware corporation ("Original Lessee") for the operation of a golf course on the Grantor Property, pursuant to a Ground Lease Agreement dated February 7, 1994, as amended, and evidenced by that certain Memorandum of Lease recorded November 7, 1996 in Official Records Book 5151, Page 3915, as re-recorded January 31, 1997 in Official Records Book 5193, Page 1204, and subsequently assigned by Original Lessee to Orange County National Golf Club, LLC, a Florida limited liability company (the "**Lessee**"), pursuant to that certain Assignment of Ground Lease Agreement by and between Original Lessee and Lessee dated March 23, 2012, and recorded in Official Records Book 10354, Page 7341, all in the public records of Orange County, Florida (collectively, the "**Ground Lease**").

C. Grantee is the owner of that certain real property located in Orange County, Florida, as more particularly described on **Exhibit "B"** attached hereto and made a part hereof ("**Grantee Property**").

D. Grantee has requested Grantors to convey to Grantee a temporary, non-exclusive grading and slope easement over those portions of the Grantor Property more particularly described on **Exhibit "C"** attached hereto and made a part hereof ("**Easement Property**"), to

allow Grantee to slope the grade of the Grantee Property to the grade of the Grantor Property, to compensate for the elevation difference between the Grantee Property and the Grantor Property.

E. The parties desire to enter into this Agreement for the purpose of evidencing their respective rights and obligations in connection with construction project described above.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) paid in hand by Grantee to Grantors, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Grant of Easement.** Grantors hereby give, grant and convey unto Grantee, its successors and assigns, a temporary, non-exclusive grading and slope easement ("**Temporary Easement**") over, upon and across the Easement Property for the purposes hereinafter stated, all subject to the terms, conditions and limitations set forth herein.
3. **Purpose of Temporary Easement.** The purpose of the Temporary Easement is to permit Grantee, and its successors or assigns, through itself, its agents, contractors, consultants and employees, to enter upon the Easement Property and change the grading of the Easement Property (including without limitation, to cut and fill, as necessary) and to adjust the existing improvements to the new grade, pursuant to and consistent with that certain "Grading Easement Plan", prepared by Dewberry, Project No. 50070801, dated May 15, 2015, and by this reference made a part of, to support the development and construction of the improvements that Grantee is constructing on the Grantee Property (the foregoing described grading and slope activities and improvements are collectively hereinafter referred to as the "**Grading Improvements**").
4. **Rights of Grantors.** Grantors shall have the right to use the Easement Property, as Grantors may determine in their reasonable discretion.
5. **Access to Areas Outside of the Easement Property.** The purpose of the Temporary Easement shall also include the right in favor of Grantee, its successors or assigns, to temporarily enter upon portions of the Grantor Property that are located fifteen feet (15') to the East or fifteen feet (15') to the West of the Easement Property, to the extent reasonably necessary for construction of the Grading Improvements and Fence Improvements (as defined in section 8), or relocation of fill excavated from the Easement Property.
6. **Term; Termination of Temporary Easement.** The term of this Agreement shall commence upon its Effective Date (as defined in this Agreement). The Temporary Easement and the rights granted herein with respect to the same shall automatically terminate and be of no further force or effect at such time as the Grading Improvements and the Fence Improvements (as hereinafter defined) have

been completed, or after three (3) years from the Effective Date, whichever first occurs. Upon termination of the Temporary Easement, Grantee shall, at Grantors' request, enter into a termination of the Temporary Easement, in recordable form, which Grantee, at its sole cost, shall then record in the Public Records of Orange County, Florida. This section shall survive termination of this Agreement.

7. **Fill Dirt.** The parties acknowledge that Grantee intends to utilize the fill that is cut as part of the Grantee's grading activities on the East side of the Easement Property to fill the area on the West side of the Easement Property. Consequently, any fill dirt excavated from the East side of the Easement Property by Grantee shall be placed on the West side of the Easement Property by Grantee, at the sole cost of Grantee.
8. **Fence.** Contemporaneous with the construction of the Grading Improvements, Grantee shall have the right to remove the existing fence and gate along the eastern boundary of the Grantee Property and thereafter shall, upon completion of the Grading Improvements, reestablish the fence along the eastern boundary of the Grantee Property and reinstall the gate along the eastern boundary of the Grantee Property in a location mutually acceptable to Grantors and Grantee ("**Fence Improvements**").
9. **Restoration of Easement Property.** Grantee will restore the Easement Property to as good as its original condition prior to or at termination of the Easement and will replace the pine trees within the Easement Property that were removed or damaged by Grantee during its construction of the Grading Improvements on the Easement Property (the "**Impacted Pine Trees**") in accordance with this Section 9. The Impacted Pine Trees shall be replaced by Grantee in accordance with the following: Grantee will (i) plant as many pine trees as are necessary (utilizing three inch (3") caliper pine trees, evenly spaced at a minimum of 10-12 feet apart) to achieve the ratio of twenty (20) pine trees per acre within the Easement Property (collectively, the "**Replacement Trees**"); and (ii) routinely water the Replacement Trees in order to get them established for a period of not less than one year from the date of planting. The parties agree that the survival rate to be achieved for the Replacement Trees during the period of five (5) years from the initial date the Replacement Trees are planted ("**Threshold Date**") is ninety (90%) percent ("**Minimum Threshold**"). In the event that any of the Replacement Trees die prior to the Threshold Date, Grantee shall replace and water such Replacement Trees (in accordance with the standards set forth in Sections (i) and (ii) hereof), as are necessary to maintain the Minimum Threshold through the Threshold Date.
10. **Compliance with Applicable Law; Permits and Approvals.** Grantee, their successors, assigns, contractors and subcontractors, shall comply with all applicable federal, state, and local laws and regulations relating to the construction of the Grading Improvements and Fence Improvements, and in performance of the obligations set forth in this Agreement. Grantee shall be responsible for obtaining all governmental permits, approvals and licenses

necessary to undertake the making of the Grading Improvements within the Easement Property as contemplated by this Agreement.

11. **Non-Exclusive Easement.** The Easement granted herein is non-exclusive, and Grantors reserve unto themselves, their successors and assigns, the right to use, pass and repass over and upon the Easement Property in any manner that is consistent with the purpose of the Temporary Easement granted herein.
12. **Indemnity.** Grantee agrees to defend, indemnify and hold harmless Grantors from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation, attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level), arising from Grantee's use of the Easement Property or from the exercise by Grantee of any rights granted by this Agreement; excepting, however, that Grantors shall not be indemnified, saved, defended or kept free and harmless from any loss or liability resulting from their own negligence or the negligence of the Grantors' contractors, employees or agents.
13. **Insurance.** Grantee shall ensure that each of its contractors, consultants or agents performing work on behalf of the Grantee to procure and maintain insurance coverage sufficient to protect the interests of the Grantors. Grantors shall be listed as additional insureds on all liability policies.
14. **No Liens.** Grantee shall keep the Easement Property free and clear of all liens and encumbrances arising from the exercise by Grantee of its rights under this Agreement.
15. **Amendment.** This Agreement may be modified or amended only upon the mutual consent of Grantors and Grantee, or their respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Orange County, Florida. Grantors shall request Lessee to execute a joinder to such amendment, and Grantors shall record the fully executed amendment and joinder in the Public Records of Orange County, Florida, at the sole cost of Grantee.
16. **Benefits, Burdens and Parties.** All benefits and burdens arising under this Agreement shall run in favor of Grantee and Grantors, and their respective successors and assigns, and shall run with title to the Easement Property and the Grantee Property. Notwithstanding the foregoing, any successor in title to Grantee, other than a Recognized Homebuilder, or its affiliate, shall require the prior written consent of Grantor to utilize the Temporary Easement to perform the Grading Improvements, which consent shall not be unreasonably withheld. For purposes of this provision, a Recognized Homebuilder shall mean: (i) any homebuilder that constructs fifty (50) or more homes in a calendar year in the State of Florida, or its affiliate that is created for the sole purpose of acquiring title to the Grantee Property, or any portion thereof, including, but not limited to, CalAtlantic Group, Inc., Beazer Homes Corp., Pulte Homes, K Hovnanian

Homes, Meritage Homes of Florida, Inc., M/I Homes, DR Horton, Mattamy Homes, Holiday Builders, David Weekley Homes, Royal Oak Homes, AV Homes, WCI Communities, Lennar Homes, Toll Brothers, Surrey Homes, NVR, Inc., KB Home, Taylor Morrison of Florida, Inc., Ashton Woods Homes, Pellegrini Homes, Inc., and GL Homes; or (ii) any land banker or partner to any such homebuilder who takes title to the Grantee Property.

17. **Notices.** Any notice to be given to or served upon any party hereto, in connection herewith, must be in writing, and may be given by hand delivery, certified mail or guaranteed overnight delivery service, return receipt requested, and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail or when delivered into the custody of the overnight delivery service. Notices shall be given to the parties at their addresses above. Any party hereto may, at any time by giving five (5) days written notice to the other parties hereto, designate any other address in substitution of the foregoing address to which notice shall be given and other parties to whom copies of all notices hereunder shall be sent.
18. **Governing Law; Venue.** The parties acknowledge that this Agreement was entered into in the State of Florida. This Agreement shall be construed and governed in accordance with the laws of the State of Florida without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action that arises under this Agreement shall be in state court in Orange County, Florida.
19. **Paragraph Headings and Severability of Terms.** The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall otherwise remain valid and enforceable to the fullest extent permitted by law.
20. **Attorneys' Fees.** Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Agreement.
21. **Enforcement.** If any party hereto fails to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting parties shall have the right, at their option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same

breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

22. **Entire Agreement.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement.
23. **Effective Date.** The Effective Date of this Agreement is the last date this Agreement is executed by the parties and consented to by Lessee.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Agreement to be executed as of the day and year first above written.

"GRANTORS"

Orange County, Florida

By: Board of County Commissioners

By:

Teresa Jacobs
Orange County Mayor

Date: _____

Attest:

Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County
Commissioners

By: _____
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: _____
Mayor / Mayor Pro Tem

FOR THE USE AND RELIANCE OF
ORANGE COUNTY ONLY.

Approved as to form and legality,
_____, 2016

Chief Assistant City Attorney,
City of Orlando, Florida

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, the Mayor / Mayor Pro Tem of the City of Orlando, Florida, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Stamp

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

GRANTEE'S EXECUTION ON NEXT PAGE

Signed and sealed in the
presence of:

"GRANTEE"

**K. HOVNANIAN AT THE HIGHLANDS AT
SUMMERLAKE GROVE, LLC,**
a Florida limited liability company

Print: _____

By: _____

Name: _____

Title: _____

Print: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of
_____, 2016 by _____, as _____, of **K.
HOVNANIAN AT THE HIGHLANDS AT SUMMERLAKE GROVE, LLC**, a Florida
limited liability company, on behalf of said entity, who ☐ is personally known to me or ☐
produced _____ as identification.

Notary Stamp

Print Name: _____

Notary Public, State of Florida

Commission No.: _____

My commission expires: _____

EXHIBIT "A"

Grantor Property

(See following five pages)

The East Half of the Southwest Quarter, and the Northwest Quarter of the Southeast Quarter, and the South Half of the Southeast Quarter, all of Section 29, Township 23 South, Range 27 East, Orange County, Florida; LESS AND EXCEPT: Road Rights of Way for State Road 545 (Avalon Road).

TOGETHER WITH:

The East Half of the Northwest Quarter, and the Northeast Quarter (LESS the Southwest Quarter of the Southwest Quarter of the Southwest Quarter thereof) and the Southeast Quarter, and the Northeast Quarter of the Southwest Quarter, and the East Half of the Southeast Quarter of the Southwest Quarter, and the portion of the Northwest Quarter of the Southwest Quarter lying East of State Road 545; all of Section 32, Township 23 South, Range 27 East, Orange County, Florida; LESS AND EXCEPT: Road Rights of Way for State Road 545 (Avalon Road) and Phil Ritson Way f/k/a Scott Road.

TOGETHER WITH:

The South Half of the Northwest Quarter and the South Half of the Northeast Quarter (LESS the East 1730 feet thereof and LESS the South 300 feet of the North 330 feet of the West 456.34 feet of the East 2186.34 feet thereof and LESS the South 20 feet of the North 50 feet of the West 270 feet of the East 2456.34 feet thereof); all of Section 33, Township 23 South, Range 27 East, Orange County, Florida; LESS AND EXCEPT: Road Rights of Way for Phil Ritson Way f/k/a Scott Road.

TOGETHER WITH:

The Northwest Quarter of the Northeast Quarter and the West 60 feet of the Northeast Quarter of the Northeast Quarter and the South Half of the Northeast Quarter (LESS the West 132 feet and LESS that portion of the South 66 feet thereof lying South and West of Lake), all of Section 5, Township 24 South, Range 27 East, Orange County, Florida.

LESS AND EXCEPT: that part deceded to Denmark Groves in Official Records Book 3520, Page 777, Public Records of Orange County, Florida, more particularly described as follows:

The North 50 feet of the East 60 feet of the Northwest Quarter of the Southeast Quarter of Section 29, Township 23 South, Range 27 East, Orange County, Florida.

THE OVERALL DESCRIPTION FOR THE ABOVE LANDS ALSO BEING FURTHER DESCRIBED AS FOLLOWS:

A parcel of land lying within Sections 29 and 32, Township 23 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Commence at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 29 Township 23 South, Range 27 East, Orange County, Florida; thence run South 00 degrees 11 minutes 28 seconds East along the East line of said Northwest Quarter of Southeast Quarter a distance of 50.00 feet to the POINT OF BEGINNING; thence continuing along said East line 1270.57 feet to the Southeast corner of said Northwest Quarter of Southeast Quarter; thence North 89 degrees 40 minutes 11 seconds

East along the North line of the Southeast Quarter of the Southeast Quarter of said Section 29, a distance of 1326.20 feet to the Northeast corner of said Southeast Quarter of Southeast Quarter of Section 29; thence South 00 degrees 10 minutes 53 seconds East along the East line of said Southeast Quarter of Southeast Quarter of Section 29, a distance of 1318.75 to the Northeast corner of said Section 32; thence South 00 degrees 13 minutes 37 seconds West along the East line of the Northeast Quarter of said Section 32, Township 23 South, Range 27 East, a distance of 1288.29 feet to a point on the North right of way line of Scott Road as recorded in Deed Book 750, Page 28, of the Public Records of Orange County, Florida; thence South 89 degrees 34 minutes 58 seconds West along said North right of way line 30.00 feet to the West right of way line of said Scott Road; thence South 00 degrees 13 minutes 37 seconds West along said West right of way line a distance of 1348.29 feet to the South line of said Northeast Quarter of Section 32; said South line also being the North right of way line of Scott Road as recorded in Deed Book 750, Page 27, of the Public Records of Orange County, Florida; thence South 89 degrees 34 minutes 16 seconds West along said South line of the Northeast Quarter a distance of 2290.23 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of said Northeast Quarter of Section 32; thence North 00 degrees 13 minutes 16 seconds East along the East line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter a distance of 329.67 feet to the Northeast corner of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 34 minutes 26 seconds West along the North line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter a distance of 331.46 feet to the Northwest corner of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; thence South 00 degrees 13 minutes 13 seconds West along the West line of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter, a distance of 329.69 feet to the Southwest corner of said Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 34 minutes 16 seconds West along the South line of the Southeast Quarter of the Northwest Quarter of said Section 32, said South line also being the North right of way line of said Scott Road, a distance of 1297.96 feet to the East line of the West 30.00 feet of the Southeast Quarter of said Northwest Quarter; thence North 00 degrees 07 minutes 14 seconds East, along said East line, a distance of 320.75 feet to the Easterly right of way line of County Road 545, as recorded in Plat Book 2, Pages 37 and 38, of the Public Records of Orange County, Florida; said point being on a curve concave Westerly and having a radius of 3307.04 feet; thence from a tangent bearing of North 06 degrees 48 minutes 12 seconds East run Northerly along the arc of said curve 418.25 feet, through a central angle of 07 degrees 14 minutes 47 seconds to the point of tangency; thence continue along said Easterly right of way line North 00 degrees 26 minutes 34 seconds West, a distance of 1900.85 feet to a point on the South line of the Southwest Quarter of said Section 29; thence continue along said Easterly right of way line North 00 degrees 27 minutes 47 seconds West 2647.41 feet to the North line of the Southwest Quarter of said Section 29; thence North 89 degrees 44 minutes 54 seconds East along said North line of Southwest Quarter a distance of 1311.04 feet to the center of said Section 29; thence North 89 degrees 44 minutes 54 seconds East along the North line of said Northwest Quarter of the Southeast Quarter of Section 29, a distance of 1266.42 feet; thence South 00 degrees 11 minutes 28 seconds East for 50.00 feet; thence North 89 degrees 44 minutes 54 seconds East for 60.00 feet to the POINT OF BEGINNING.

AND

A parcel of land lying within Section 33, Township 23 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Commence at the West Quarter corner of Section 33, Township 23 South, Range 27 East, Orange County, Florida; thence run North 89 degrees 49 minutes 42 seconds East along the South line of the South Half of the Northwest Quarter of said Section 33, a distance of 45.00 feet for a POINT OF BEGINNING on the East right of way line of Scott Road as recorded in Deed Book 788, Page 526, of the Public Records

of Orange County, Florida; thence continue North 89 degrees 49 minutes 42 seconds East along said South line of the South Half of the Northwest Quarter, a distance of 2598.32 feet to the Southeast corner of the Northwest Quarter of said Section 33; thence continue North 89 degrees 49 minutes 42 seconds East along the South line of the South Half of the Northeast Quarter of said Section 33, a distance of 917.19 feet to the West line of the East 1730.00 feet of said South Half of the Northeast Quarter; thence North 00 degrees 01 minutes 20 seconds East along said West line 994.18 feet to the South line of the North 330.00 feet of the West 456.34 feet of the East 2186.34 feet of said South Half of the Northeast Quarter; thence South 89 degrees 43 minutes 59 seconds West along said South line 456.35 feet to the West line of the East 2186.34 feet of said South Half of Northeast Quarter; thence North 00 degrees 01 minutes 20 seconds East along said West line 280.00 feet to the South line of the North 50.00 feet of the West 270.00 feet of the East 2456.34 feet of said South Half of the Northeast Quarter; thence South 89 degrees 43 minutes 59 seconds West along said South line 270.00 feet to the West line of the East 2456.34 feet of said South Half of Northeast Quarter; thence North 00 degrees 01 minutes 20 seconds East along said West line 20.00 feet to the South right of way line of Scott Road as recorded in said Deed Book 788, Page 526, of the Public Records of Orange County, Florida; thence South 89 degrees 43 minutes 59 seconds West along said South right of way line, 187.60 feet to the West line of said Northeast Quarter of Section 33; thence continue along said South right of way line South 89 degrees 43 minutes 58 seconds West 2596.99 feet to the East right of way line of Scott Road; thence South 00 degrees 13 minutes 37 seconds West along said East right of way line 1288.36 feet to the POINT OF BEGINNING.

AND

A Parcel of land lying within Section 32, Township 23 South, Range 27 East, and Section 5, Township 24 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Begin at the North Quarter corner of Section 5, Township 24 South, Range 27 East, Orange County, Florida; thence run South 89 degrees 52 minutes 56 seconds West along the South line of the Southwest Quarter of said Section 32, a distance of 663.37 feet to a point on the West line of the East Quarter of said Southwest Quarter of Section 32; thence North 00 degrees 12 minutes 28 seconds East along said West line a distance of 1326.46 feet to a point on the South line of the North Half of said Southwest Quarter of said Section 32; thence South 89 degrees 43 minutes 36 seconds West along said South line a distance of 890.22 feet to a point on the Easterly right of way line of County Road 545 as recorded in Plat Book 2, Pages 37 and 38, of the Public Records of Orange County, Florida; thence North 09 degrees 07 minutes 28 seconds East along said Easterly right of way line a distance of 1281.73 feet to a point on the South right of way line of Scott Road as recorded in Deed Book 750, Pages 27 and 28, of the Public Records of Orange County, Florida; thence North 89 degrees 34 minutes 16 seconds East along said South right of way line a distance of 3977.21 feet to the West right of way line of a 30.00 foot right of way as recorded in Official Records Book 294, Page 496, of the Public Records of Orange County, Florida; thence South 00 degrees 13 minutes 37 seconds West along said West right of way line 2588.57 feet to the South line of the Southeast Quarter of said Section 32; thence South 89 degrees 23 minutes 51 seconds West along said South line 1235.73 feet to the East line of the West 60.00 feet of the Northeast Quarter of the Northeast Quarter of said Section 5; thence South 00 degrees 06 minutes 04 seconds West along said East line 1323.65 feet to the South line of said Northeast Quarter of the Northeast Quarter; thence North 89 degrees 28 minutes 42 seconds East, along said South line 1265.49 feet to the Southeast corner of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 06 minutes 39 seconds West along the East line of the Southeast Quarter of the Northeast Quarter of said Section 5 a distance of 1325.44 feet to the East Quarter corner of said Section 5; thence South 89 degrees 33 minutes 34 seconds West along the South line of the Northeast Quarter of said Section 5, a distance of 1357.98 feet to the Northeasterly edge of a lake; thence meander along said Northeasterly edge of lake the following two courses: North 32 degrees 22 minutes 03 seconds West 7.39 feet and North 43 degrees 13 minutes 08 seconds West 81.37

feet to the North line of the South 66.00 feet of the Southwest Quarter of the Northeast Quarter of said Section 5; thence South 89 degrees 33 minutes 34 seconds West along said North line 412.47 feet to a point on the Southerly edge of said lake; thence meander along said Southerly edge of said lake the following five courses: North 17 degrees 17 minutes 34 seconds West 63.70 feet; North 64 degrees 34 minutes 20 seconds West 33.64 feet; South 85 degrees 15 minutes 23 seconds West 36.05 feet; South 64 degrees 57 minutes 53 seconds West 46.15 feet; and South 39 degrees 42 minutes 27 seconds West 70.29 feet to the aforesaid North line of the South 66.00 feet of the Southwest Quarter of the Northeast Quarter of Section 5; thence South 89 degrees 33 minutes 34 seconds West along said North line 516.30 feet to the East line of the West 132.00 feet of said Southwest Quarter of the Northeast Quarter of Section 5; thence North 00 degrees 05 minutes 30 seconds East along said East line 1255.87 feet to the North line of said Southwest Quarter of the Northeast Quarter; thence South 89 degrees 28 minutes 42 seconds West along said North line 132.00 feet to the Northwest corner of said Southwest Quarter of the Northeast Quarter of Section 5; thence North 00 degrees 05 minutes 30 seconds East along the West line of the Northwest Quarter of the Northeast Quarter of said Section 5, a distance of 1321.68 feet to the POINT OF BEGINNING.

LESS AND EXCEPT: from the above Overall Description, All Road Rights of Way for State Road 545 (Avalon Road) and Phil Ritson Way f/k/a Scott Road as they currently exist.

ALSO TOGETHER WITH:

A parcel of land located in Section 29, Township 23 South, Range 27 East, Orange County, Florida, more particularly described as follows:

Commencing at the East Quarter corner of Section 29, Township 23 South, Range 27 East, Orange County, Florida, run South 89 degrees 44 minutes 54 seconds West along the North line of the Southeast Quarter of said Section 29 for a distance of 30.00 feet to the West right of way line of Porter Road and the POINT OF BEGINNING; thence run South 00 degrees 10 minutes 53 seconds East along said West right of way line for a distance of 562.00 feet; thence run North 89 degrees 44 minutes 54 seconds East, a distance of 30.00 feet to the East line of the Southeast Quarter of said Section 29; thence run South 00 degrees 10 minutes 53 seconds East along said East line to the Southeast corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence run South 89 degrees 40 minutes 11 seconds West along the South line of the Northeast Quarter of the Southeast Quarter of said Section 29 for a distance of 1326.21 feet to the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence run North 00 degrees 11 minutes 28 seconds West along the West line of the Northeast Quarter of the Southeast Quarter of said Section 29 for a distance of 1320.57 feet to the Northwest corner of the Northeast Quarter of the Southeast Quarter of said Section 29; thence run North 89 degrees 44 minutes 54 seconds East along the North line of the Southeast Quarter of said Section 29 for a distance of 1296.42 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

A parcel of land comprising a portion of Section 29, Township 23 South, Range 27 East, Orange County, Florida.

Being more particularly described as follows:

Commence at the East 1/4 corner of aforesaid Section 29; thence run South 89 degrees 45 minutes 00 seconds West along the South line of the Northeast 1/4 of said Section 29 for a distance of 30.00 feet to a point on the Westerly line of a 30.00 foot wide right-of-way per Official Records Book 1807, Page 885 of

the Public Records of Orange County, Florida; thence run South 00 degrees 10 minutes 38 seconds East along said Westerly line for a distance of 562.00 feet to the Southwest corner of said right-of-way; thence run North 89 degrees 45 minutes 00 seconds East along the South line of said right-of-way for a distance of 30.00 feet to a point on the East line of the Southeast 1/4 of said Section 29, also being a 30.00 feet to a point on the East line of the Southeast 1/4 of said Section 29, also being a point on the Westerly line of a 30.00 foot wide pipeline easement per Official Records Book 3908, Page 2928 of aforesaid Public Records of Orange County, Florida; thence run South 00 degrees 10 minutes 38 seconds East along said Westerly line and said East line for a distance of 865.43 feet to a point on a non tangent curve concave Northeasterly and having a radius of 2650.00 feet, a chord bearing of North 07 degrees 16 minutes 43 seconds West and a chord length of 655.21 feet; thence departing said Westerly line and said East line run Northwesterly along said curve through a central angle of 14 degrees 12 minutes 10 seconds for an arc distance of 656.89 feet to a point of tangency; thence run North 00 degrees 10 minutes 38 seconds West for a distance of 777.15 feet to a point on aforesaid South line of the Northeast 1/4 of said Section 29; thence run North 89 degrees 45 minutes 00 seconds East along said South line for a distance of 51.00 feet to aforesaid POINT OF BEGINNING.

EXHIBIT "B"

Grantee Property

A parcel of land lying in Section 33, Township 23 South, Range 27 East, Orange County, Florida. Being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of aforesaid Section 33; thence run South 89°49'13" West along the North line of said Southeast 1/4 for a distance of 1748.65 feet to a point on the East line of a parcel of land described in Official Records Book 8167, Page 2155 of the Public Records of Orange County, Florida; thence run South 00°04'09" West along said East line for a distance of 131.82 feet to a point on a non tangent curve concave Southerly and having a radius of 920.00 feet, a chord bearing of South 77°26'35" West and a chord length of 129.41 feet; thence run Southwesterly along said curve through a central angle of 8°03'57" for an arc distance of 129.51 feet to a point of tangency; thence run South 73°24'36" West for a distance of 259.31 feet to the POINT OF BEGINNING; thence run South 21°30'55" East for a distance of 24.00 feet to a point of curvature of a curve concave Westerly and having a radius of 500.00 feet, a chord bearing of South 05°56'12" East and a chord length of 268.56 feet; thence run Southerly along said curve through a central angle of 31°09'27" for an arc distance of 271.50 feet to a point of tangency; thence run South 09°38'32" West for a distance of 176.12 feet to a point of curvature of a curve concave Easterly and having a radius of 1155.00 feet, a chord bearing of South 02°19'15" West and a chord length of 294.38 feet; thence run Southerly along said curve through a central angle of 14°38'35" for an arc distance of 295.18 feet to a point on a non tangent curve concave Southerly and having a radius of 1350.00 feet, a chord bearing of North 84°06'38" East and a chord length of 277.04 feet; thence run Easterly along said curve through a central angle of 11°46'43" for an arc distance of 277.53 feet to a point of tangency; thence run South 90°00'00" East for a distance of 103.09 feet; thence run South 00°04'09" West for a distance of 1677.86 feet to a point on the South line of the Southeast 1/4 of aforesaid Section 33; thence run South 89°44'32" West along said South line for a distance of 903.03 feet to the South 1/4 corner of said Section 33; thence run South 89°40'37" West along the South line of the Southwest 1/4 of said Section 33 for a distance of 2606.41 feet to a point on a line parallel with and 10.00 feet East of the Easterly line of a 30.00 foot wide right-of-way per Official Records Book 297, Page 537 of the Public Records of aforesaid Orange County, Florida; thence departing said South line run North 00°13'49" East along said parallel line for a distance of 1928.43 feet; thence departing said parallel line run the following courses: North 89°49'13" East for a distance of 1287.00 feet; thence run South 00°10'47" East for a distance of 280.63 feet to a point on a non tangent curve concave Southwesterly and having a radius of 175.00 feet, a chord bearing of South 49°46'59" East and a chord length of 96.47 feet; thence run Southeasterly along said curve through a central angle of 31°59'59" for an arc distance of 97.74 feet to a point of tangency; thence run South 33°47'00" East for a distance of 91.78 feet to a point of curvature of a curve concave Northerly and having a radius of 25.00 feet, a chord bearing of South 79°41'27" East and a chord length of 35.91 feet; thence run Easterly along said curve through a central angle of 91°48'55" for an arc distance of 40.06 feet to a point of tangency; thence run North 54°24'06" East for a distance of 175.34 feet to a point of curvature of a curve concave Westerly and having a radius of 75.00 feet, a chord bearing of North 17°13'10" East and a chord length of 90.65 feet; thence run Northerly along said curve through a central angle of 74°21'52" for an arc distance of 97.34 feet to a point of tangency; thence run North 19°57'46" West for a distance of 235.36 feet to a point of curvature of a curve concave Southwesterly and having a radius of 25.00 feet, a chord bearing of North 55°04'16" West and a chord length of 28.76 feet; thence run Northwesterly along said curve through a central angle of 70°13'00" for an arc distance of 30.64 feet to a point on a non tangent line; thence run North 89°49'13" East for a distance of 77.56 feet to a point of curvature of a curve concave Northwesterly and having a radius of 570.00 feet, a chord bearing of North 79°55'44" East and a chord length of 195.84 feet; thence run Northeasterly along said curve through a central angle of 19°47'00" for an arc distance of 196.81 feet to a point of tangency; thence run North 70°02'14" East for a distance of 415.98 feet to a point of curvature of a curve concave Northwesterly and having a radius of 570.00 feet, a chord bearing of North 65°20'33" East and a chord length of 93.31 feet; thence run Northeasterly along said curve through a central angle of 9°23'22" for an arc distance of 93.41 feet to a point of reverse curvature of a curve concave Southeasterly and having a radius of 430.00 feet, a chord bearing of North 70°02'14" East and a chord length of 140.30 feet; thence run Northeasterly along said curve through a central angle of 18°46'44" for an arc distance of 140.93 feet to a point of reverse curvature of a curve concave Northwesterly and having a radius of 570.00 feet, a chord bearing of North 74°43'55" East and a chord length of 93.31 feet; thence run Northeasterly along said curve through a central angle of 9°23'22" for an arc distance of 93.41 feet to a point of tangency; thence run North 70°02'14" East for a distance of 247.28 feet to a point of curvature of a curve concave Southeasterly and having a radius of 2500.00 feet, a chord bearing of North 73°21'43" East and a chord length of 289.99 feet; thence run Northeasterly along said curve through a central angle of 6°39'00" for an arc distance of 290.16 feet to a point of reverse curvature of a curve concave Northwesterly and having a radius of 2500.00 feet, a chord bearing of North 75°02'35" East and a chord length of 142.97 feet; thence run Northeasterly along said curve through a central angle of 3°16'37" for an arc distance of 142.99 feet to aforesaid POINT OF BEGINNING.

EXHIBIT "C"

Easement Property

(See following two pages)

EXHIBIT C

LEGAL DESCRIPTION:

A STRIP OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 32; THENCE RUN S00°13'45"W, ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 744.50 FEET; THENCE DEPARTING SAID EAST LINE, RUN N89°46'11"W, A DISTANCE OF 30.18 FEET TO A POINT ON THE WEST LINE OF A 30' RIGHT OF WAY PER OFFICIAL RECORDS BOOK 294, PAGE 496 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID WEST LINE ALSO BEING THE WEST RIGHT OF WAY LINE OF SUMMERLAKE GROVES STREET (70.00' RIGHT OF WAY); SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S00°13'49"W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1566.31 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°46'11"W, PERPENDICULAR TO SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 35.00 FEET; THENCE RUN N00°13'49"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1023.35 FEET; THENCE RUN N05°01'59"W, A DISTANCE OF 32.70 FEET; THENCE RUN N00°13'49"E, ALONG A LINE PARALLEL WITH AND 38.00 FEET WEST OF SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 221.90 FEET; THENCE RUN N11°08'15"E, A DISTANCE OF 15.85 FEET; THENCE RUN N00°13'49"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 272.92 FEET; THENCE RUN S89°46'11"E, PERPENDICULAR TO SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.28 ACRES, MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, AS BEING S00°13'45"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

William D. Donley
WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER

05/18/15
DATE

LICENSE NUMBER LS 5381

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—

GRADING EASEMENT

SECTION 32, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



Dewberry

520 SOUTH MAGNOLIA AVENUE
ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

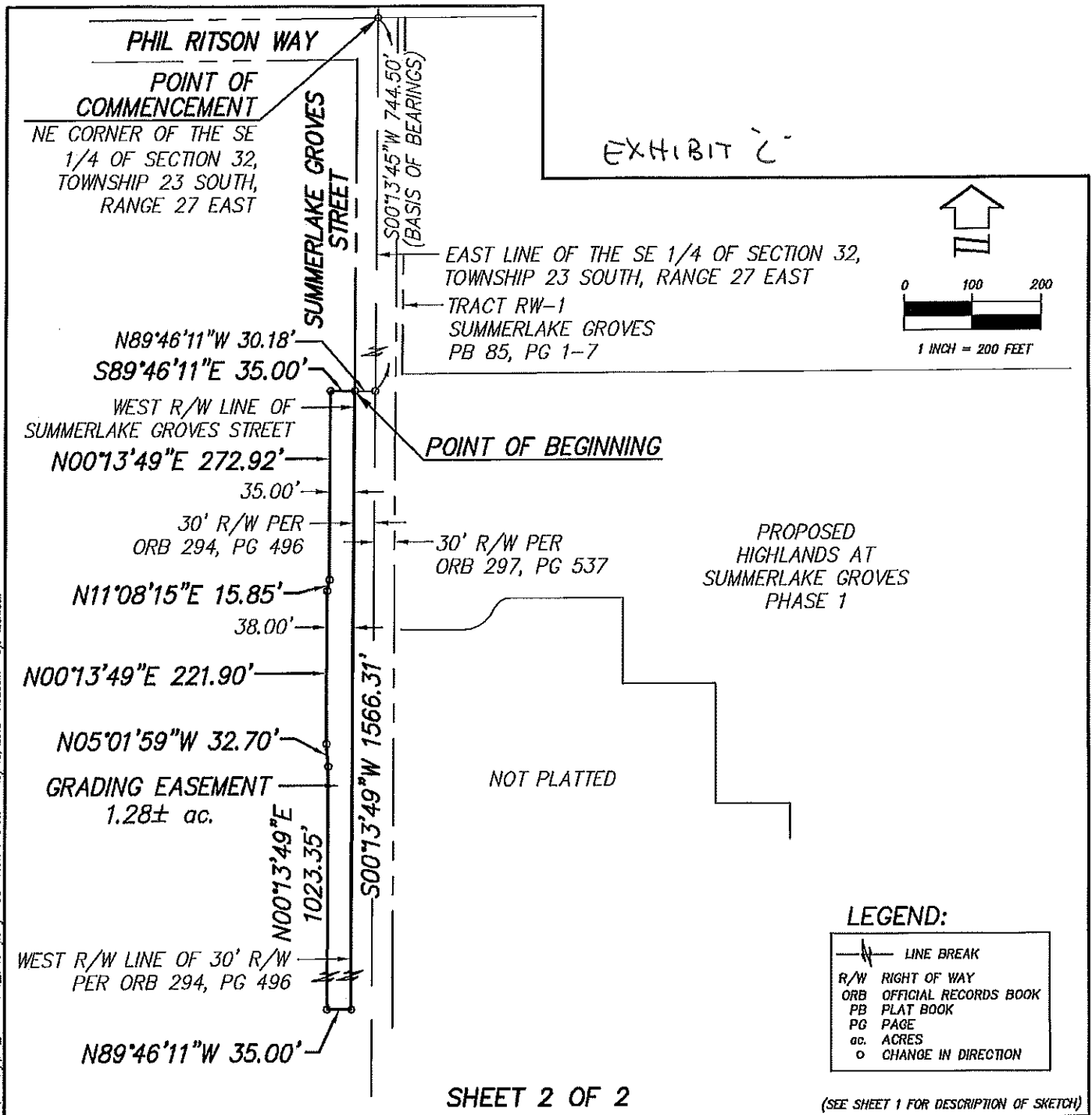
PREPARED FOR:

**K. HOVNANIAN HOMES AT
THE HIGHLANDS AT
SUMMERLAKE GROVE, LLC**

DATE: 05/12/15
REV DATE:
SCALE 1" = N/A

PROJ: 50070801
DRAWN BY: KMS
CHECKED BY: WDD

Drawing name: S:\OMAG Columnar Magnolia\14 Phase 1_KripV\Platting\sur_annot-Road_Grading.dwg DEY desc. & sketch May 12, 2015 11:20am by leandrea



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION
—OF—
GRADING EASEMENT

SECTION 32, TOWNSHIP 23 SOUTH, RANGE 27 EAST

ORANGE COUNTY

FLORIDA



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ORLANDO, FLORIDA 32801

PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**K. HOVNANIAN HOMES AT
THE HIGHLANDS AT
SUMMERLAKE GROVE, LLC**

DATE: 05/12/15
REV DATE:
SCALE 1" = 200'

PROJ: 50070801
DRAWN BY: KMS
CHECKED BY: WDD

**JOINDER AND CONSENT BY LESSEE TO TEMPORARY GRADING
AND SLOPE EASEMENT AGREEMENT**

The undersigned, **ORANGE COUNTY NATIONAL GOLF CLUB, LLC**, a Florida limited liability company ("**Lessee**"), successor in interest to Team Classic Golf Services, Inc., a Delaware corporation ("**Original Lessee**"), hereby certifies that: (i) it is the Lessee of the Grantor Property more particularly described in Exhibit A to this Agreement, according to the terms of a Ground Lease Agreement by and among Original Lessee, as lessee, and Orange County, Florida and The City of Orlando, collectively, as lessor, dated February 7, 1994, as amended by that certain First Amendment to Lease Agreement with an effective date of June 12, 1995, as amended by that certain Second Amendment to Lease Agreement with an effective date of November 7, 1995, as amended by that certain Third Amendment to Ground Lease Agreement with an effective date of November 12, 1996, as amended by that certain Fourth Amendment to Ground Lease Agreement with an effective date of May 19, 1997, as amended by that certain Fifth Amendment to Ground Lease Agreement with an effective date of November 18, 1997, and as further amended by that certain Sixth Amendment to Ground Lease Agreement with an effective date of February 22, 1999, as it may be amended, from time to time, and evidenced by that certain Memorandum of Lease recorded November 7, 1996 in Official Records Book 5151, Page 3915, as re-recorded January 31, 1997 in Official Records Book 5193, Page 1204, and subsequently assigned by Original Lessee to Lessee pursuant to that certain Assignment of Ground Lease dated March 23, 2012, and recorded in Official Records Book, 10354, Page 7341, all in the public records of Orange County, Florida, (collectively the "**Ground Lease**") as such Ground Lease is and has been affected, modified and/or amended by that certain Amended and Restated License Agreement for Existing Reclaimed Water Facilities by and between Grantors, as licensee, and Lessee, as licensor, dated as of October 7, 1997. The Ground Lease is further identified as Document No. 27226 in the records of The City of Orlando; and (ii) the undersigned, for and in consideration of valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby joins in to this Agreement for the purposes of: (a) consenting to and agreeing to be bound by the terms and conditions of this Agreement and to the recording thereof; and (b) agreeing that its Ground Lease shall be subordinate to this Agreement.

**Signed, Sealed and Delivered
in the Presence of:**

"LESSEE"

**ORANGE COUNTY NATIONAL GOLF
CLUB, LLC**, a Florida limited liability
company

Print Name:_____

By:_____
Name:_____
Title:_____
Date:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2015, by _____ as _____ of **ORANGE COUNTY NATIONAL GOLF CLUB, LLC**, a Florida limited liability company, on behalf of the company. Said person is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2016, by _____ as _____ of **ORANGE COUNTY NATIONAL GOLF CLUB, LLC**, a Florida limited liability company, on behalf of the company. Said person is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)