

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

ASSIGNMENT OF DRAINAGE EASEMENT AGREEMENT
(Wellspring Drive)

THIS ASSIGNMENT OF DRAINAGE EASEMENT AGREEMENT (the “Assignment”) is made and entered into this ____ day of _____, 2016 (the “Effective Date”) by **MYRTLE CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the “Assignor”) to and in favor of **CITY OF ORLANDO**, a municipal corporation, whose mailing address is 400 S. Orange Avenue, Orlando, Florida 32801 (the “Assignee”) (Assignor and Assignee are sometimes together referred to herein as the “Parties”, and separately as the “Party”).

WITNESSETH:

WHEREAS, of even date herewith, Assignee is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly described on **Exhibit “A”** attached hereto and by this reference incorporated herein (the “Roadway”); and

WHEREAS, pursuant to that certain Drainage Easement Agreement (Wellspring Drive) recorded _____, 2016 in the Official Records Book ____, Page ____, of the Public Records of Orange County, Florida by and between Lake Nona Central, LLC, a Florida limited liability company, (“LNC”), as grantor, and Assignor, as grantee (the “Easement Agreement”), LNC granted in favor of Assignor a permanent, non-exclusive drainage easement on, upon, over, under, across and through the Drainage Easement Parcel (as defined therein) for the limited purpose of stormwater runoff from the Roadway, subject to any and all applicable permits and other governmental requirements, including, without limitation, permits issued by the South Florida Water Management District (the “Drainage Easement”). Assignor has no knowledge of any permits or other governmental requirements, including those issued or promulgated by the South Florida Water Management District that would impair or interfere with Assignee’s exercise of its rights under the Easement Agreement; and

WHEREAS, pursuant to Section 9 of the Easement Agreement, the Drainage Easement, together with all rights and obligations belonging thereto, shall run in favor of such successor-in-title to the Roadway; and

WHEREAS, Assignee is the successor-in-title to the Roadway from Assignor; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Easement Agreement, upon such terms and provisions as more particularly described herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Assignee to the Assignor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Easement Agreement.

2. **Assignment of Drainage Easement.** Assignor hereby grants, bargains, sells and conveys in favor of Assignee all of its right, title and interest in and to the Easement Agreement including, without limitation, the Drainage Easement for the benefit of the Roadway. By acceptance and use of the rights and benefits granted herein, Assignee covenants and agrees to act in accordance with the terms and conditions set forth herein and in the Easement Agreement.

3. **Miscellaneous.** This Assignment contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Assignment, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Assignment, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. This Assignment shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida. The section headings in this Assignment are for convenience only, shall in no way define or limit the scope or content of this Assignment, and shall not be considered in any construction or interpretation of this Assignment or any part hereof. Where the sense of this Assignment requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Assignment shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Assignment may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Assignment. Time is of the essence of this Assignment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

“ASSIGNOR”

Signed, sealed and delivered
in the presence of:

**MYRTLE CREEK IMPROVEMENT
DISTRICT**, a local unit of special-purpose
government established pursuant to Chapter
190, Florida Statutes

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of **MYRTLE CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

"ASSIGNEE"

Signed, sealed and delivered
in the presence of:

CITY OF ORLANDO,
a municipal corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____,
2016, by _____, as _____ of **CITY OF
ORLANDO**, a municipal corporation. She/He is personally known to me or has produced
_____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

ROADWAY

[See Attached Sketch of Description CS#15-118(B) – 3 Pages]

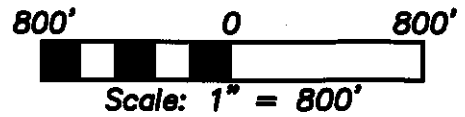
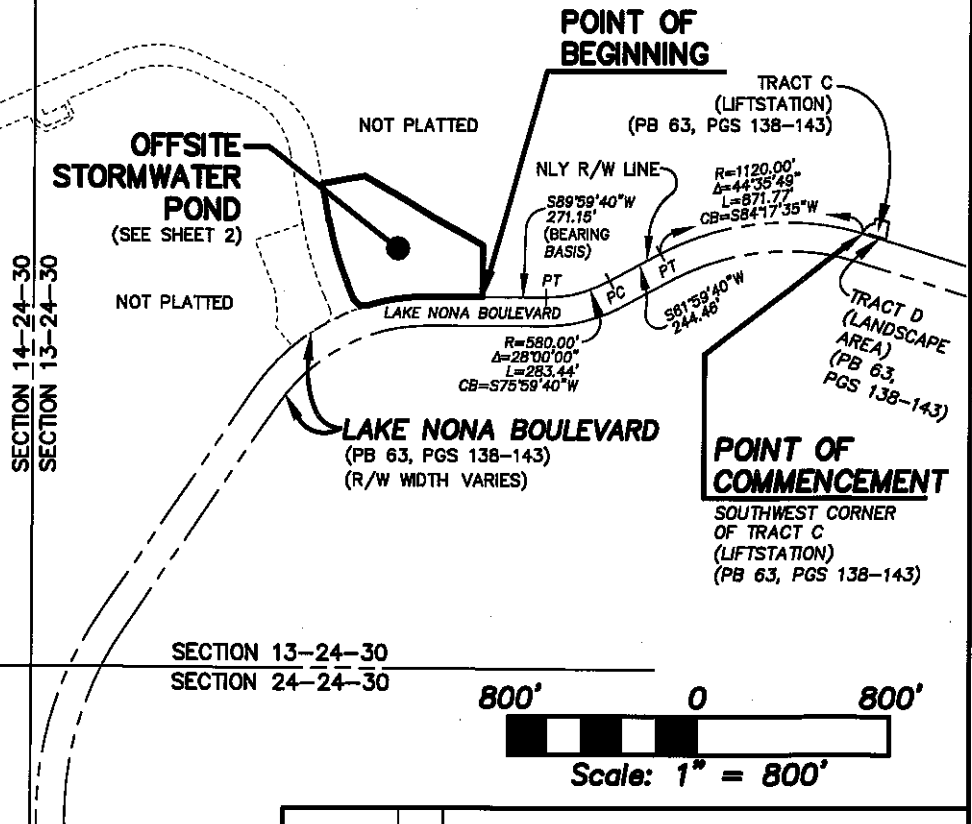
SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR COURSES AND DISTANCES FROM POINT OF COMMENCEMENT TO POINT OF BEGINNING.
- SEE SHEET 2 FOR PARCEL DIMENSIONS.
- SEE SHEET 3 FOR NOTES, LEGEND, AND LEGAL DESCRIPTION

LAKE NONA



This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described herein.



DATE	BY	DESCRIPTION	REVISIONS

PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL - USTA BOULEVARD OFFSITE STORMWATER POND

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
 CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NO. LB68

Scott Grossman
 Scott Grossman February 23, 2015
 Florida Registered Surveyor and Mapper
 Certificate No. 5048
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

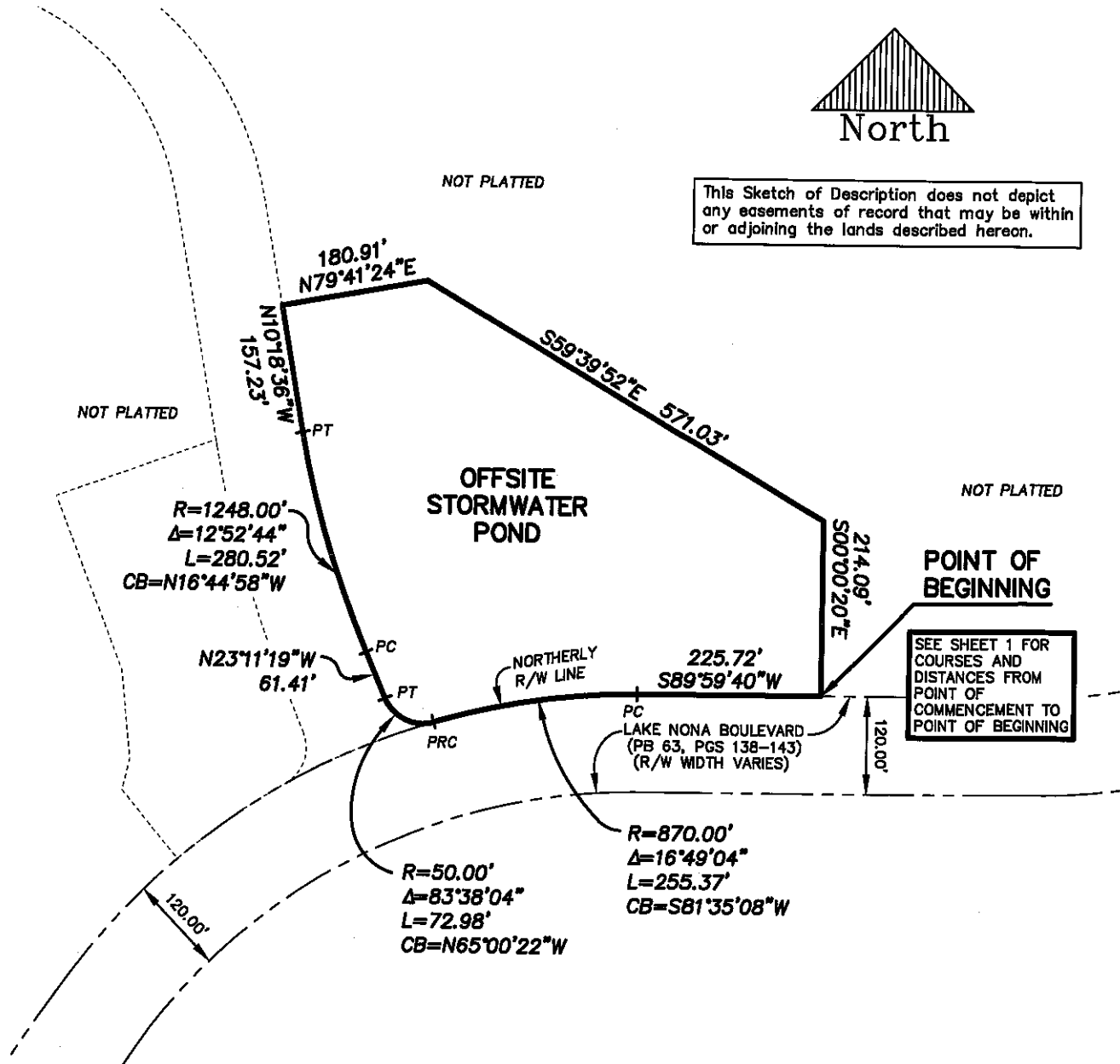
DRAWN BY: <i>PH</i>	CHECKED BY: <i>SG</i>	JOB NO. 14022.017	SCALE 1"=800'	SHEET <u>1</u> OF <u>3</u>
DATE: 2/2015	DATE: 2/2015			

SKETCH OF DESCRIPTION

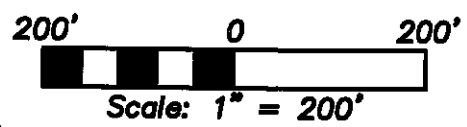
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 2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
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DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>14022.017</u>	SCALE <u>1"=200'</u>	SHEET <u>2</u>
DATE: <u>2/2015</u>	DATE: <u>2/2015</u>			OF <u>3</u>

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 13, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of Tract C, according to the plat of LAKE NONA BOULEVARD, as recorded in Plat Book 63, Pages 138 through 143, of the Public Records of Orange County, Florida; said Southwest corner being on a curve concave Southerly having a radius of 1120.00 feet and a chord bearing of S84°17'35"W; thence run the following courses and distances along the Northerly right-of-way line of Lake Nona Boulevard of said plat of LAKE NONA BOULEVARD: Westerly along the arc of said curve through a central angle of 44°35'49" for a distance of 871.77 feet to the point of tangency; S61°59'40"W, 244.46 feet to the point of curvature of a curve concave Northerly having a radius of 580.00 feet and a chord bearing of S75°59'40"W; thence Westerly along the arc of said curve through a central angle of 28°00'00" for a distance of 283.44 feet to the point of tangency; S89°59'40"W, 271.15 feet to the POINT OF BEGINNING; thence continue S89°59'40"W, 225.72 feet to the point of curvature of a curve concave Southerly having a radius of 870.00 feet and a chord bearing of S81°35'08"W; thence Westerly along the arc of said curve through a central angle of 16°49'04" for a distance of 255.37 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 50.00 feet and a chord bearing of N65°00'22"W; thence departing said Northerly right-of-way line run Northwesterly along the arc of said curve through a central angle of 83°38'04" for a distance of 72.98 feet to the point of tangency; thence N23°11'19"W, 61.41 feet to the point of curvature of a curve concave Easterly having a radius of 1248.00 feet and a chord bearing of N16°44'58"W; thence Northerly along the arc of said curve through a central angle of 12°52'44" for a distance of 280.52 feet to the point of tangency; thence N10°18'36"W, 157.23 feet; thence N79°41'24"E, 180.91 feet; thence S59°39'52"E, 571.03 feet; thence S00°00'20"E, 214.09 feet to the POINT OF BEGINNING.

Containing 5.591 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- THIS IS NOT A SURVEY.
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- BEARINGS BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE NONA BOULEVARD (PLAT BOOK 63, PAGES 138-143) AS BEING S89°59'40"W RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, AS ESTABLISHED FROM NATIONAL GEODETIC SURVEY CONTROL POINTS "LANCE" (PID AJ2445), NORTING 1477081.39, EASTING 575759.46, AND "GIS 0242 BURT" (PID AK7296), NORTING 1467711.44, EASTING 582877.80.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- NO TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY OR THOSE OF ADJOINING LAND OWNERS HAVE BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
- THIS SKETCH OF DESCRIPTION DOES NOT DEPICT ANY EASEMENTS OF RECORD THAT MAY BE WITHIN OR ADJOINING THE LANDS DESCRIBED HEREON.

LEGEND

SECTION 13-24-30 SECTION, TOWNSHIP, RANGE	
NLY	NORTHERLY
R/W	RIGHT-OF-WAY
PB	PLAT BOOK
PGS	PAGES
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
P-C	POINT OF CUSP
NT	NON-TANGENT
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
C=	CHORD
L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL - USTA BOULEVARD OFFSITE STORMWATER POND



DONALD W. McINTOSH ASSOCIATES, INC.
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DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>14022.017</u>	SCALE <u>N/A</u>	SHEET <u>3</u>
DATE: <u>2/2015</u>	DATE: <u>2/2015</u>			OF <u>3</u>