

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

FIRST AMENDMENT TO DRAINAGE EASEMENT AGREEMENT
(Education Village – Phase 2)

THIS FIRST AMENDMENT TO DRAINAGE EASEMENT AGREEMENT (the “**First Amendment**”) is made and entered into as of the ____ day of _____, 2016 (the “**Effective Date**”) by **NARCOOSSEE LAND HOLDING TWO, LLC**, a Florida limited liability company, whose address is 9350 Conroy Windermere Road, Windermere, Florida 34786 (“**NLH2**”), **LAKE NONA LANDING, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**LNL**”), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 (the “**City**”), (NLH2, LNL and the City are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, NLH2, Narcoossee Land Holding Three, Inc., a Florida corporation (“**NLH3**”), and the City entered into that certain Drainage Easement Agreement (Education Village – Phase 2) recorded December 18, 2013 in Official Records Book 10678, Page 5779, in the Public Records of Orange County, Florida (the “**Easement Agreement**”), granting in favor of the City a permanent, nonexclusive easement on, upon, over, across and through the Easement Area (as defined therein) for stormwater discharge, conveyance, and runoff purposes for the benefit of the Education Village Planned Development and to accommodate the stormwater drainage and runoff to and from the Right-of-Way (as defined therein); and

WHEREAS, NLH2 is the successor-in-interest to NLH3 as to the portion of the Easement Area previously owned by NLH3; and

WHEREAS, LNL is the current owner of certain portions of the Easement Area; and

WHEREAS, pursuant to Section 3 of the Easement Agreement, each Grantor, at its expense, shall have the right from time to time to relocate and/or reconfigure the Easement Area (together with any and all drainage facilities lying therein), as it deems necessary so long as such relocation or reconfiguration meets the standards set forth in the Easement Agreement; and

WHEREAS, NLH2 now desires, and LNL agrees, to relocate and reconfigure a portion of the Easement Area being more particularly described in Exhibit “A” of the Easement

Agreement by releasing those certain lands being described in Sketch of Description CS#12-251 of Exhibit “A” of the Easement Agreement (the “**Released Easement Area**”) and replacing the same with those certain lands being described in Exhibit “A” attached hereto and made a part hereof (the “**New Easement Area**”); and

WHEREAS, the Parties are entering into this First Amendment in order to replace the Released Easement Area with the New Easement Area upon such terms and provisions being more particularly set forth herein; and

WHEREAS, any capitalized term not otherwise defined herein shall have the meaning ascribed to it under the Easement Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals.** The Parties acknowledge that the recitals set forth above are true and correct and are hereby made a part of this First Amendment as if fully set forth herein.

2. **Partial Release of Easement Area.** The Parties hereby discharge, terminate and release the Released Easement Area from the encumbrance of the Easement Agreement, without impairing the operation and effect of the Easement Agreement as to the remainder of the Easement Area (as defined in the Easement Agreement) which are not contained within the Released Easement Area (the Easement Area as set forth in the Easement Agreement less and except the Released Easement Area is hereinafter referred to as the “**Remainder Premises**”). The Easement Agreement shall remain in full force and effect with respect to the Remainder Premises and shall remain unaffected by this First Amendment. All references in the Easement Agreement to the “Easement Area” shall hereafter mean and refer to the Remainder Premises plus the New Easement Area.

3. **Grant of New Easement Area.** NLH2 hereby grants in favor of the City a permanent, nonexclusive easement on, upon, over, across and through the New Easement Area for stormwater discharge, conveyance, and runoff purposes for the benefit of the Education Village Planned Development and to accommodate the stormwater drainage and runoff to and from the Right-of-Way upon such terms and provisions as more particularly set forth in the Easement Agreement.

4. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which collectively shall be deemed one and the same document.

5. **Effect on Easement Agreement.** Except as modified herein, the Easement Agreement shall remain in full force and effect binding upon each of the Parties. In the event of a conflict between the Easement Agreement and this First Amendment, the terms of this First Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the dates set forth below.

“NLH2

Signed, sealed and delivered
in the presence of:

NARCOOSSEE LAND HOLDING TWO, LLC,
a Florida limited liability company

Print Name:_____

By:_____ James L. Zboril, Manager

Print Name:_____

STATE OF FLORIDA)

)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by James L. Zboril, as Manager of Narcoossee Land Holding Two, LLC, a Florida limited liability company, on behalf of the company. 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:_____

LAKE NONA LANDING LLC, a Florida
limited liability company

Print Name

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by James L. Zboril, as President of LAKE NONA LANDING, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.

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

THE CITY OF ORLANDO, FLORIDA,
a municipal corporation organized and existing
under the laws of the State of Florida

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as the Mayor of the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida. S/He is personally known to me or has produced _____ as identification.

My Commission Expires:_____

EXHIBIT “A”

NEW EASMENT AREA

[See Attached Sketch of Description CS# 12-251 – 2 pages]

Exhibit “A”

SKETCH OF DESCRIPTION

SEE SHEET 2 FOR NOTES, LEGEND, LEGAL DESCRIPTION, LINE AND CURVE TABLES

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



POINT OF COMMENCEMENT

NORTHWEST CORNER
TAGORE LANE
EDUCATION VILLAGE PHASE 2
(PB 78, PGS 59 & 60)

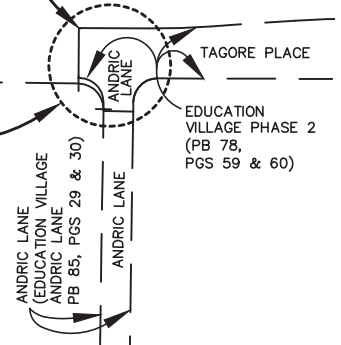
POINT OF BEGINNING

NOT PLATTED

NOT PLATTED

NOT PLATTED

SEE DETAIL



DRAINAGE EASEMENT

NOT PLATTED

POINT OF COMMENCEMENT

DETAIL

1"=60'

NORTHWEST CORNER
TAGORE PLACE
EDUCATION VILLAGE PHASE 2
(PB 78, PGS 59 & 60)

WEST LINE
EDUCATION VILLAGE PHASE 2
(PB 78, PGS 59 & 60)

NOT PLATTED

SOUTH R/W LINE OF TAGORE PLACE
EDUCATION VILLAGE PHASE 2
(PB 78, PGS 59 & 60)

NOT PLATTED

WESTERLY R/W LINE
ANDRIC LANE
EDUCATION VILLAGE PHASE 2
(PB 78, PGS 59 & 60)



Scale: 1" = 200'

PREPARED FOR:

NARCOOSSEE LAND HOLDING TWO, LLC

EDUCATION VILLAGE PHASE 2 - DRAINAGE EASEMENT (REVISED)

REVISIONS



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 June 03, 2016
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: PH
DATE: 6/2016

CHECKED BY: SG
DATE: 6/2016

JOB NO.
11043.017

SCALE
1"=200'

SHEET 1
OF 2

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 19, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Northwest corner of Tagore Place, according to the plat of EDUCATION VILLAGE PHASE 2, as recorded in Plat Book 78, Pages 59 and 60, of the Public Records of Orange County, Florida, thence S00°11'45"W along the West line of said plat of EDUCATION VILLAGE PHASE 2 for a distance of 52.00 feet to the South right-of-way line of said Tagore Place; thence S89°48'15"E along said South right-of-way line, 1.06 feet to the Westerly right-of-way line of Andric Lane, according to said plat of EDUCATION VILLAGE PHASE 2 and to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet and a chord bearing of S44°30'19"E; thence Southeasterly along said Westerly right-of-way line and along the arc of said curve through a central angle of 90°35'53" for a distance of 39.53 feet to the point of tangency; thence S00°47'37"W along said Westerly right-of-way line, 7.07 feet to the point of cusp of a curve concave Southwesterly having a radius of 26.34 feet and a chord bearing of N44°07'14"W; thence departing said Westerly right-of-way line run Northwesterly along the arc of said curve through a central angle of 89°49'44" for a distance of 41.30 feet to a non-tangent line; thence N89°03'22"W, 837.36 feet to the POINT OF BEGINNING; thence continue N89°03'22"W, 69.65 feet; thence S00°56'38"W, 320.04 feet; thence S33°14'46"W, 386.29 feet to a point on a non-tangent curve concave Southerly having a radius of 100.00 feet and a chord bearing of S67°33'36"E; thence Easterly along the arc of said curve through a central angle of 41°44'55" for a distance of 72.86 feet to a non-tangent line; thence N33°14'46"E, 394.22 feet; thence N00°47'37"E, 339.46 feet to the POINT OF BEGINNING.

Being subject to any rights-of-way, restrictions and easements of record.

| CURVE TABLE | | | | | |
|-------------|---------|-----------|--------|--------|---------------|
| NUMBER | RADIUS | DELTA | LENGTH | CHORD | CHORD BEARING |
| C1 | 25.00' | 90°35'53" | 39.53' | 35.54' | S44°30'19"E |
| C2 | 26.34' | 89°49'44" | 41.30' | 37.19' | N44°07'14"W |
| C3 | 100.00' | 41°44'55" | 72.86' | 71.26' | S67°33'36"E |

| LINE TABLE | | |
|------------|-------------|----------|
| NUMBER | BEARING | DISTANCE |
| L1 | S00°11'45"W | 52.00' |
| L2 | S89°48'15"E | 1.06' |
| L3 | S00°47'37"W | 7.07' |
| L4 | N89°03'22"W | 837.36' |
| L5 | N89°03'22"W | 69.65' |
| L6 | S00°56'38"W | 320.04' |
| L7 | S33°14'46"W | 386.29' |
| L8 | N33°14'46"E | 394.22' |
| L9 | N00°47'37"E | 339.46' |

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 West line of the plat of EDUCATION VILLAGE PHASE 2, according to the plat thereof, as recorded in Plat Book 78, Pages 59 & 60, Public Records of Orange County, Florida, as being S00°11'45"W (per plat).
- 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.

PREPARED FOR:

NARCOOSSEE LAND HOLDING TWO, LLC

EDUCATION VILLAGE PHASE 2 – DRAINAGE EASEMENT (REVISED)



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

| | | | | |
|---------------------|-----------------------|--------------------------|------------------|----------------|
| DRAWN BY: <u>PH</u> | CHECKED BY: <u>SG</u> | JOB NO. <u>11043.017</u> | SCALE <u>N/A</u> | SHEET <u>2</u> |
| DATE: <u>6/2016</u> | DATE: <u>6/2016</u> | | | OF <u>2</u> |

LEGEND

- L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)
PC POINT OF CURVATURE
PT POINT OF TANGENCY
NT NON-TANGENT
R/W RIGHT-OF-WAY
ORB OFFICIAL RECORDS BOOK
PB PLAT BOOK
PG(S) PAGE(S)
P-C POINT OF CUSP