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**RIGHT-OF-WAY CONVEYANCE AND CONSTRUCTION AGREEMENT**

**BY AND AMONG**

**MOSS PARK PROPERTIES, LLLP (“Moss Park”)**

**BEACHLINE SOUTH RESIDENTIAL, LLC (“Developer”)**

**PAVE IT FORWARD SOUTH, LLC (“Road Construction Manager”)**

**and**

**CITY OF ORLANDO (“City”)**

## TABLE OF CONTENTS

1.	DEFINITIONS.....	2
2.	CONVEYANCE OF ROW AND EASEMENTS. ....	4
3.	DESIGN AND PERMITTING.....	8
4.	TIMING AND CONSTRUCTION.....	9
5.	PROVISIONS APPLICABLE TO DESIGN, PERMITTING AND CONSTRUCTION.....	12
6.	ESCROW AGENT. ....	16
7.	BREAK OF ESCROW AND SATISFACTION OF ESCROW CONDITIONS.....	18
8.	FURTHER ASSURANCES .....	19
9.	NOTICES.....	19
10.	AGENCY .....	21
11.	ASSIGNMENT.....	21
12.	FORCE MAJEURE .....	21
13.	EFFECTIVE DATE.....	21
14.	ENTIRE AGREEMENT.....	21
15.	MODIFICATION .....	21
16.	DISCLAIMER OF THIRD PARTY BENEFICIARIES .....	21
17.	SEVERABILITY .....	22
18.	ATTORNEYS' FEES AND COSTS .....	22
19.	CHOICE OF LAW AND VENUE .....	22
20.	CONSTRUCTION OF THE AGREEMENT .....	22
21.	COUNTERPARTS AND COPIES.....	22
22.	CAPTIONS.....	22
23.	RECITALS .....	22

24.	RIGHT TO CURE; DEFAULT .....	22
25.	WAIVER OF JURY TRAIL.....	25
26.	ATTORNEYS' FEES AND LEGAL EXPENSES.....	25
27.	BINDING EFFECT .....	25
28.	CONDITIONS PRECEDENT TO DEVELOPER'S AND ROAD CONSTRUCTION MANAGER'S OBLIGATIONS .....	25

## **RIGHT-OF-WAY CONVEYANCE AND CONSTRUCTION AGREEMENT**

**THIS RIGHT-OF-WAY CONVEYANCE AND CONSTRUCTION AGREEMENT** (“**Agreement**”) is entered into by and among **MOSS PARK PROPERTIES, LLLP**, a Florida limited liability limited partnership (“**Moss Park**”), **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (“**Developer**”), **PAVE IT FORWARD SOUTH, LLC**, a Florida limited liability company (“**Road Construction Manager**”), and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”).

### **RECITALS:**

A. Moss Park is the owner of fee simple title to a parcel of real property located in the City of Orlando, the legal description of which is attached hereto as **Exhibit “A”** (“**Property**”).

B. Developer has entered into a contract with Carlsbad Orlando, LLC, a Florida limited liability company (“**Carlsbad**”) for purchase of a parcel of land adjacent to the Property and commonly known as the “Starwood Parcel”, the legal description of which is attached hereto as **Exhibit “B”** (“**Starwood Parcel**”) (“**Starwood Purchase Agreement**”). Pursuant to the Starwood Purchase Agreement Developer is authorized to process applications with the City for permits and approvals with respect to the Starwood Parcel including the construction of a primary road network that includes certain segments of Innovation Way North (which is now known as and will be hereinafter referred to as “**Dowden Road**”) running through the Property and the Starwood Parcel, as well as related stormwater and utilities which, pursuant to the Starwood Development Agreement is to be constructed by the Road Construction Manager.

C. Carlsbad has petitioned for annexation of the Starwood Parcel into the City and in connection therewith Carlsbad, Developer and the Road Construction Manager will enter into a development agreement with the City for construction of various infrastructure described therein, including Dowden Road (“**Starwood Development Agreement**”). A portion of Dowden Road to be constructed pursuant to the Starwood Development Agreement is located on the Property.

D. The Parties hereto desire to provide for the conveyance of that portion of the Property necessary for the construction and dedication of Dowden Road within the Property and the easements necessary and required for the purpose of designing, permitting and constructing Dowden Road through the Property and such other easements required by the City for the maintenance of Dowden Road including stormwater, utility, sidewalk and other easements as provided herein.

E. Moss Park annexed the Property into the City pursuant to Annexation and Development Agreement dated September 23, 2013, as amended by First Amendment to Annexation and Development Agreement dated November 25, 2013 (collectively, the “**Property Annexation Agreement**”). Section 9.1 of the Property Annexation Agreement provides for the conveyance or dedication to the City of right-of-way for Innovation Way North through the Property and related easements.

F. It is the intent of the Parties hereto that the terms and conditions under Section 9.1 of the Property Annexation Agreement of the conveyance and dedication of the Dowden Road right-of-way within the Property (referred to as “Innovation Way North” or “Innovation Way” in the Property Annexation Agreement) and related easements be governed by the terms of this Agreement and not the Property Annexation Agreement for so long as this Agreement remains in effect, and to the extent the Property Annexation Agreement is inconsistent with this Agreement, this Agreement shall control.

G. The City and the other Parties hereto acknowledge and warrant to each other that this Agreement including any future acts as required hereby, is duly authorized, binding and enforceable in accordance with its terms on the City and all other Parties hereto.

**THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, each to the others herein provided, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.**

a) “**Allowable Expenses**” means the categories or types of expenses listed on **Exhibit “C”** attached hereto for which the City may expend the City’s contribution for construction of Segments DR-1 and DR-2; provided that such Allowable Expenses are also included in the Schedule of Costs (as defined in the Starwood Development Agreement) applicable to Dowden Road.

b) “**Ancillary Conveyance Documents**” will have the meaning ascribed to it in Section 2C.

c) “**Authority**” or “**Authorities**” shall mean all federal, state and local governmental and quasi-governmental bodies, agencies, boards and authorities having jurisdiction over the Property, including, without limitation, the City, water management district, courts, special taxing districts, administrative tribunals and public and private utilities.

d) “**Community Development District or CDD**” means an independent special taxing district established pursuant to Chapter 190, Florida Statutes.

e) “**Construction Commencement Date**” means the date that the Road Construction Manager commences construction of Segment DR-1 or Segment DR-2 as required by the Starwood Development Agreement subject to delay caused by Force Majeure, or such earlier date of construction commenced by Moss Park as provided hereunder.

f) “**Deed**” means the deed in form attached hereto as **Exhibit “D”** (which form is satisfactory to the City) conveying both Segment DR-1 and Segment DR-2 to the City as required by the Starwood Development Agreement for use as public road right-of-way.

g) “**Delivery Date**” will have the meaning ascribed to it in Section 2A.

h) “**Deed Conveyance Date**” will have the meaning ascribed to it in Section 7A hereof.

- i) **“Developer”** means Beachline South Residential, LLC, its successors and assigns.
- j) **“Dowden Road or DR”** means the proposed roadway that will extend from the eastern ramps of SR 417 through the Wewahootee PD to Aerospace Parkway within the SLR Property (as defined in the Starwood Development Agreement) in an approximate alignment as illustrated in **Exhibit “E”** attached hereto.
- k) **“Easement Area”** means the land area encumbered by the Easements.
- l) **“Easements”** will have the meaning ascribed to it in Section 2B.
- m) **“Effective Date”** means the date described in Section 13 of this Agreement.
- n) Intentionally deleted.
- o) **“Escrow Agent”** means Lowndes, Drosdick, Doster, Kantor & Reed, P.A., Attention: Miranda F. Fitzgerald, Esquire. The Escrow Agent has executed this Agreement for purposes of acknowledging and consenting to its responsibilities as described herein.
- p) **“Moss Park”** means Moss Park Properties, LLLP, the owner of certain property within the Wewahootee PD through which Segment DR-1 and Segment DR-2 are planned for design, its successors and assigns.
- q) **“Parties”** means Moss Park, Developer, the Road Construction Manager and the City and are sometimes together referred to herein collectively as the “Parties,” and separately as a “Party,” as the context requires.
- r) **“Person”** means any representative, trust, estate, guardian, individual, entity, organization or Authority.
- s) **“Phase I”** will have the meaning ascribed to it in Section 2C.
- t) **“Phase II”** will have the meaning ascribed to it in Section 2C.
- u) **“POA”** means a duly formed Property Owner’s Association or Homeowners’ Association which has the delegated responsibility for maintenance of any portion of the stormwater system.
- v) **“Related Drainage Facilities”** means all drainage lines, retention and detention ponds and related structures and improvements to be constructed within the Road ROW or the Easement Area pursuant to the Plans and Specifications.
- w) **“Road Construction Manager”** means Pave It Forward South, LLC, its successors and assigns.

x) **“Roadway Design Consultant”** means an engineering firm qualified to do business in Florida with substantial experience in designing and engineering public projects and that is acceptable to the City.

y) **“Road ROW”** means fee simple title to the land described in attached **Exhibit “F”** as such description may be modified in accordance with this Agreement, that is intended to be right-of-way for Segment DR-1 and Segment DR-2, as depicted on said exhibit.

z) **“Segment DR-1”** means the segment of Dowden Road located within Property owned by Moss Park, as depicted on **Exhibit “G”** attached hereto.

aa) **“Segment DR-2”** means the segment of Dowden Road located within the Property owned by Moss Park extending to the southwestern boundary of the Starwood Parcel, as depicted on **Exhibit “H”** attached hereto.

bb) **“Self-Help”** will have the meaning ascribed to it in Section 4D.

cc) **“Transportation Impact Fee Credits”** means monetary credits awarded by the City for amounts incurred for design, permitting and construction and value of right-of-way or other creditable contribution.

## 2. **CONVEYANCE OF ROW AND EASEMENTS.**

A. **Dowden Road Right-of-Way.** On the date that this Agreement is signed by the last of Moss Park, Developer, Road Construction Manager and City (**“Delivery Date”**), Moss Park will deliver to Escrow Agent the fully executed original Deed to City.

B. **Easements.** In addition, Moss Park will deliver to Escrow Agent on the Delivery Date fully executed originals of the following easements:

(i) **Perpetual Drainage Easement.** A perpetual, nonexclusive drainage easement granted by Moss Park to City encumbering such land as necessary to drain, retain and detain all stormwater from Segments DR-1 and DR-2, including, without limitation, areas of stormwater ponds, (**“Drainage Easement”**) in substantially the form attached hereto as **Exhibit “I”**. The area of the Drainage Easement will substantially conform to the description/depiction on attached **Exhibit “J”** provided however that the Parties agree to make adjustments to the location as may be required by the City, to minimize wetland impacts, or to comply with sound engineering practices.

(ii) **Temporary Construction Easement.** An easement in favor of the Road Construction Manager and its designated representatives for the purpose of designing, permitting and constructing Segments DR-1 and DR-2, and accessing the Road ROW, Easement Area and Starwood Parcel, in substantially the form attached hereto as **Exhibit “K”**, which will provide for necessary access, staging, storage of materials and other rights necessary for such construction (**“Temporary Construction Easement”**). The Temporary Construction Easement will terminate thirty (30) days after the City has issued certificates of completion for Segments DR-1 and DR-2. In the event this Agreement is terminated, the Temporary Construction Easement shall be deemed automatically terminated and of no further force and effect. Upon such

termination, Moss Park shall have the unilateral right, without notice to or approval from the Road Construction Manager or any other party, to record a termination of the Temporary Construction Easement in Moss Park's name and without joinder by Road Construction Manager or any other party in the Public Records of Orange County, Florida.

(iii) Utility, Sidewalk and Ancillary Easements. Perpetual, nonexclusive utility, sidewalk and ancillary easements granted by Moss Park to City required by the City or necessitated by the design of Segments DR-1 and DR-2 or required by City for maintenance thereof or of any of the Easements ("**Ancillary Easements**") pursuant to the Plans and Specifications in substantially the form attached hereto as **Exhibit "L"**.

The Drainage Easement and Ancillary Easements are herein collectively referred to as the "**Easements**".

Escrow Agent agrees to hold the Deed and the Drainage Easement and Ancillary Easements and not record or deliver them to any Person until the following occur:

(i) Developer closes on its initial takedown of land under the Starwood Purchase Contract ("**Initial Closing**"); and

(ii) City issues a Certificate of Completion for each of Segment DR-1 and Segment DR-2.

Upon satisfaction of (i) and (ii) above, Escrow Agent will deliver the Deed and Drainage Easement and Ancillary Easements to the City in accordance with the Starwood Development Agreement and City will record the Deed and the Drainage Easement and Ancillary Easements in the Public Records of Orange County, Florida. Developer will have the right to record the Temporary Construction Easement upon satisfaction of only (i) above and the issuance of permits to Developer or Road Construction Manager for construction of Segment DR-1 and Segment DR-2. If the Starwood Purchase Agreement is terminated prior to the Initial Closing then Escrow Agent will return the Deed, Easements and Ancillary Conveyance Documents and any other documents executed by Moss Park to Moss Park, and Developer will assign, without cost, and without representation or warranty of any kind, all of its rights and interests to the Plans and Specifications to Moss Park within twenty (20) days after such termination, and upon such return and assignment, this Agreement shall be deemed terminated and null and void, and the Parties shall have no further obligations and duties under this Agreement, except for those obligations and duties which survive the termination of this Agreement.

C. Ancillary Conveyance Documents. At the time of delivery of the Deed and the Easements, or such earlier time provided below, Moss Park will also deliver to Escrow Agent at its sole cost and expense the following documents (collectively, the "**Ancillary Conveyance Documents**"):

(i) a Certificate of Non-Foreign Status confirming that Moss Park is not a foreign person or entity for the purposes of U.S. income taxation in compliance with Section 1445 of the Internal Revenue Code;



(ii) a sworn affidavit to the title company confirming that, other than the Permitted Exceptions, there are no liens, encumbrances, agreements or other matters affecting title to the Road ROW or the Easement Area, sufficient to cause the title company to delete the standard exceptions in the title policy for parties in possession and construction liens; and

(iii) partial releases, satisfactions, subordinations or other instruments reasonably necessary to release, remove or subordinate any outstanding mortgages, liens, encumbrances or other matters unless the same are Permitted Exceptions, if any, which would prevent City's utilization of the Road ROW and Easement Area for the intended purposes.

The Parties acknowledge and agree that a Phase I environmental audit of the Road ROW and Easement Area including 200 feet around all sides thereof (the "**Phase I**") by an environmental specialist reasonably satisfactory to the City has been delivered to the Escrow Agent and that such Phase I is acceptable to the Parties and presents no matters of concern. Accordingly, no Phase II environmental audit is needed, and Moss Park shall have no obligation hereunder to remediate the lands comprising the Road ROW.

D. Initial Sketches and Descriptions. The sketches and descriptions of the Road ROW, Segment DR-1 and Segment DR-2 and Easements attached hereto as **Exhibit "M"** are based on the design and engineering set forth in the Construction Plans For Innovation Way North prepared by Poulos & Bennett identified as sixty percent (60%) complete submittal set March 2014 ("**P&B Plans**"), which have not been finally approved by the City. Developer and Moss Park agree to revise the legal descriptions of the Road ROW and/or Easements or the design or engineering of Segment DR-1, Segment DR-2 or the Related Drainage Facilities as required by the City or in accordance with sound engineering practices. The City, in conjunction with the Road Construction Manager and Roadway Design Consultant, shall determine the final size, location and configuration of the Road ROW and Easements in connection with completing the Plans and Specifications; provided, however the Road ROW and the Easements will not be more than five percent (5%) greater in area than the Road ROW and the Easements that are depicted on **Exhibit "M"** without the prior written consent of Moss Park, in its reasonable discretion.

E. Condition of Title/Title Insurance. The Deed will convey fee simple title to the Road ROW, and the Easements will convey the easement rights therein to City both subject only to the Permitted Exceptions. The Permitted Exceptions are the exceptions set forth in Title Insurance Commitment no. 5783506 issued by Fidelity National Title Insurance Company ("**Moss Park Title Commitment**") attached hereto as **Exhibit "N"**, the Temporary Construction Easement, and any other encumbrances to title created or consented to by City. City hereby agrees that the Permitted Exceptions are acceptable to City. Moss Park agrees to deliver title subject only to the Permitted Exceptions. If any matter of title exists as of the time of the recording of the Deed to City other than the Permitted Exceptions that is not consented to by the City in writing, Moss Park will within fifteen (15) days satisfy and clear any title or survey objection made by the City with respect to all such matters.

F. Recording Costs and Taxes. Moss Park agrees to pay all real estate taxes and assessments on the Segment DR-1 and Segment DR-2 and Easement Area through the Deed Conveyance Date (defined below), as applicable. For the year in which the Deed Conveyance Date occurs, ad valorem taxes shall be prorated as of the Deed Conveyance Date and the prorated

amount shall be paid by Moss Park pursuant to Section 196.295, Florida Statutes. Developer shall pay to the City the cost of recording the Deed and the Easements and any other transaction related documents that are to be recorded in connection with conveyance of the Road ROW and Easements to City. The City acknowledges and agrees that the Road ROW and Easements are being conveyed for a public purpose and necessity (in lieu of condemnation) and, accordingly, such conveyances are exempt from the documentary stamp tax. A notation of this shall be included on the Deed and Easements instruments. However, if these transactions are subsequently deemed taxable, Developer will be solely responsible for and will pay the cost of all documentary stamp tax, and any interest or penalties related thereto.

G. Master Stormwater Management System and Other Drainage Easements.

(i) Initial Maintenance Responsibilities. So long as the Related Drainage Facilities is used only to accommodate drainage flows from segments of Dowden Road, the Related Drainage Facilities shall be maintained, in its entirety by the City. Notwithstanding the foregoing, Moss Park or a duly formed CDD or POA shall have the right, but not the obligation, to enter into, upon, and across the Related Drainage Facilities for the purpose of inspecting, maintaining, repairing, and replacing any portion of the Related Drainage Facilities which the City fails to maintain at a standard sufficient to comply with all applicable permits. Except in the case of a bona fide emergency, Moss Park, the CDD or POA, as applicable, shall give the City not less than ten (10) business days' prior notice of its intent to maintain, repair and/or replace a portion of the Related Drainage Facilities. The notice shall specify with particularity the deficiency causing the need for the action which Moss Park, the CDD or POA proposes to take, and shall give the City a reasonable time (to be stated in the notice) in which to take curative measures. If the City fails to take curative measures within the time stated in the notice or fails to diligently pursue the curative measures to completion, and if Moss Park, the CDD or POA thereafter maintains, repairs and/or replaces any portion of the Related Drainage Facilities at a standard sufficient to comply with all applicable permits, the City shall reimburse Moss Park, the CDD or POA, as applicable, for the costs incurred by Moss Park, the CDD or POA in doing so, within thirty (30) days after receipt of written demand therefor. Such amounts which remain unpaid after being due shall accrue interest thereon from the date of written demand until paid at the rate of interest equal to six percent (6%) per annum ("**Stated Interest Rate**").

(ii) Subsequent Maintenance Responsibilities. Once a final plat is recorded for any property which will be benefitted by the Related Drainage Facilities then the owner of such property, its successors or assigns shall assume, at its expense, all maintenance activities on that portion of the Related Drainage Facilities or other drainage easement areas located within the particular property which has been platted, unless a CDD or POA has been formed and given the responsibility for maintaining the Related Drainage Facilities. It is the Parties' intent that the owner or owners of property or a duly formed CDD or POA shall eventually have full maintenance responsibility for those portions of the Related Drainage Facilities and all the drainage easement areas located within the boundaries of their respective properties and that the City shall not have any maintenance responsibilities for any portion of the Related Drainage Facilities or any drainage easement areas, whether located within public rights-of-way or on private property, which receive post-development drainage flows from private properties. The City, however, shall have the right to enter into, upon, and across the Related Drainage Facilities and the drainage easement areas for the purposes of inspecting, maintaining, repairing, and

replacing any portion of the Related Drainage Facilities or the drainage facilities located within the drainage easement areas which the property owner fails to maintain at a standard sufficient to comply with all applicable permits. Except in the case of a bona fide emergency, the City shall give the applicable property owner, the CDD or POA not less than ten (10) business days' prior notice of the City's intent to maintain, repair and/or replace a portion of the Related Drainage Facilities or drainage facilities located within any other drainage easement area. The notice shall specify with particularity the deficiency causing the need for the action which the City proposes to take, and shall give the property owner a reasonable time (to be stated in the notice) in which to undertake curative measures. If the property owner or the CDD or POA, as applicable, fails to undertake curative measures within the time stated in the notice or fails to diligently pursue the curative measures to completion, and if the City thereafter maintains, repairs and/or replaces any portion of the Related Drainage Facilities or drainage facilities located within any other drainage easement area necessary to maintain the Related Drainage Facilities or drainage facilities at a standard sufficient to comply with all applicable permits, the applicable property owner, CDD or POA shall reimburse the City for the cost incurred by the City in doing so, within thirty (30) days after receipt of written demand therefor. Such amounts which remain unpaid after being due shall accrue interest thereon at the Stated Interest Rate from the date of written demand until paid.

H. Conveyance of Constructed Roadway Segments. Upon the City's issuance of a Certificate of Completion for each the Segment DR-1 and the Segment DR-2, the Road ROW shall be conveyed to the City by release from escrow of the Deed, Easements and bill of sale as provided in Subsection 7 of this Agreement and subject to the City's requirements for accepting constructed roadways.

I. Status of Title. Between the effective date of the Title Commitment and the date and time the Deed and Easements are recorded in the Public Records of Orange County, Florida, Moss Park: (i) will not grant any easement, mortgage, lien or other right, or otherwise encumber the Road ROW or Easement Area without the prior written consent of City, unless the same will be removed from title prior to the Deed Conveyance Date; (ii) will keep and maintain all of the Road ROW and Easement Area in its current condition, subject to the construction and development contemplated herein.

3. DESIGN AND PERMITTING. The Road Construction Manager will engage Poulos & Bennett as the Roadway Design Consultant to design, engineer and prepare engineering and construction plans, drawings and specifications for the construction of Segments DR-1 and DR-2 and all related drainage, retention and detention facilities and utilities ("**Plans and Specifications**"). The Plans and Specifications will appropriately address all stormwater, utility corridor and wetland impact issues necessary for the construction of Segments DR-1 and DR-2 and related drainage, retention and utility facilities, including, without limitation, the Easements. During the design and engineering of Segment DR-1 and Segment DR-2 and the Related Drainage Facilities, the Roadway Design Consultant and Road Construction Manager will keep Moss Park and Developer informed with respect to design and engineering issues. The Plans and Specifications as ultimately completed by the Roadway Design Consultant will be submitted to Moss Park for approval, at its reasonable discretion. Moss Park will approve or disapprove in writing within ten (10) days after receipt. Any disapproval will be accompanied with the reason therefor and suggested revisions. Upon approval by Moss Park the Road Construction Manager will obtain approval of the Plans and Specifications from the City. After Moss Park's approval,

the Road Construction Manager shall respond to the City's comments on any draft documents and make such reasonable revisions as may be needed to ensure that the documents will be in a form acceptable to the City. The Road Construction Manager shall verify the correctness of the legal descriptions on the Deed and Easements and shall notify the Moss Park and the Escrow Agent of any revisions. Developer and the Road Construction Manager shall be responsible for obtaining all permits needed for the performance of their obligations under this Agreement. The Developer and the Road Construction Manager will be responsible to permit Segments DR-1 and DR-2 and related drainage, retention and utility facilities (but only utilities to be constructed by Developer pursuant to the terms hereof) in accordance with the final Plans and Specifications approved by Moss Park and the City and pursuant to the terms of the Starwood Development Agreement. Moss Park will execute any and all consents, authorizations and other documents reasonably necessary for the Developer and the Road Construction Manager to pursue the applications, approvals and permitting in connection with the design, engineering and construction of Segment DR-1, Segment DR-2 and the Related Drainage Facilities and performance of any other obligations of Developer or Road Construction Manager related thereto.

4. **TIMING AND CONSTRUCTION.**

A. **Commencement of Construction.**

(i) The Road Construction Manager shall determine the appropriate time to submit construction plans for bid in accordance with the Starwood Development Agreement. After approval of the final bid amounts as required by the Starwood Development Agreement, the Road Construction Manager will schedule a pre-construction conference with the City and commence construction of Segments DR-1 and DR-2 in accordance with the Starwood Development Agreement on or before the Construction Commencement Date. Developer shall, at its sole cost, be responsible to construct, or have the Road Construction Manager construct, the Segments DR-1 and DR-2 and the Related Drainage Facilities diligently, continuously and in a workmanlike manner in compliance with all applicable laws, ordinances, rules and regulations until the City has issued a Certificate of Completion for Segment DR-1 and Segment DR-2. The anticipated date for commencement of construction of Segments DR-1 and DR-2 is March 28, 2017. Developer shall commence, or cause the Road Construction Manager to commence construction of Segments DR-1 and DR-2 by July 1, 2017, and such construction shall be completed by June 30, 2018. Construction shall be deemed to be commenced upon the issuance of a permit for the construction of Segments DR-1 and DR-2 and construction shall be deemed to have been completed upon the City's issuance of a Certificate of Completion for each Segment DR-1 and Segment DR-2. The construction of Segment DR-1 and Segment DR-2 and the Related Drainage Facilities will be performed in accordance with the Plans and Specifications prepared by the Road Design Consultant and approved by Moss Park and the City. The City agrees to waive all of the City's application fees, permit fees and inspection fees applicable to the construction of Segments DR-1 and DR-2, including, without limitation, such construction relating to the Advance Work (defined below) or Self-Help undertaken by Moss Park.

(ii) Notwithstanding anything contained herein to the contrary, Moss Park (or its designee) shall have the option to commence, or cause its designee to commence, construction of certain portions of the Road ROW in advance of Developer's commencement of construction. Such portion of Road ROW advanced construction shall include (1) construction of

Pond K-3 and Pond L-1, as designated on the P&B Plans, (2) construction of the storm water retention for and mass grading of Segments DR-1 and DR-2, and (3) construction of the entire Segment DR-1, all such items as generally depicted on and in accordance with the P&B Plans (collectively, the “**Advance Work**”). In the event Moss Park elects to perform the Advance Work, the following shall occur:

1) Moss Park shall provide Developer with written notice (the “**Advance Work Notice**”) within one hundred twenty (120) days after the date the last of the Parties hereto signs this Agreement but no later than January 31, 2017 of its election to perform the Advance Work.

2) Within ten (10) days after receiving the Advance Work Notice, Developer and Road Construction Manager shall provide and assign to Moss Park without representation or warranty of any kind copies of all applicable plans, documents or permits in the possession of Developer and the Road Construction Manager relating to the Advance Work for Moss Park’s non-exclusive use and benefit as necessary for Moss Park’s performance of the Advance Work.

3) The City agrees to fund City’s share of the Allowable Expenses applicable to Segments DR-1 and DR-2 and the Related Drainage Facilities related to the Advance Work in accordance with the City obligations under Section 9.1.1 of the Starwood Development Agreement, and the terms and conditions under said Section 9.1.1, as they relate to such Advance Work, which are intended to benefit the “Owner” shall benefit and be partially assigned to Moss Park (or its designee) hereby, to the extent of the Advance Work completed by Moss Park or its designee. The City shall be responsible to reimburse Moss Park fifty percent (50%) of the cost of the Allowable Expenses applicable to the Advance Work completed by Moss Park and accepted by City. Moss Park (or its designee) shall submit draw requests to the City for reimbursement of fifty percent (50%) of the cost of Allowable Expenses paid by Moss Park in constructing the Advanced Work and the City shall promptly remit such reimbursements to Moss Park after submittal. Notwithstanding anything contained herein to the contrary, Moss Park shall not be obligated to post a letter of credit or cash with the City for any share of road construction costs, as required by Developer under the Starwood Development Agreement, in order to be entitled to reimbursement from the City as provided above and Moss Park will not be entitled to any contributions from Developer for any costs or expenses of the Advance Work including but not limited to any of Developer’s cash deposit or letter of credit held by Escrow Agent for Developer’s fifty percent (50%) share of road construction costs for Segment DR-1 and Segment DR-2. Notwithstanding anything contained herein to the contrary, the Parties agree that, in the event Moss Park elects to complete the Advance Work, Moss Park shall not be obligated to permit or obtain bids, as applicable, for construction of more than the Advance Work elected to be completed (e.g., the remainder of Segments DR-1 or DR-2 or Segment DR3 (as defined in the Starwood Development Agreement)), and as long as Moss Park completes the Advance Work, the City shall be obligated to fund its contribution to the Advance Work as set forth herein notwithstanding the terms under the Starwood Development Agreement.

4) Moss Park may amend any existing site construction contracts to perform the Advance Work to which Moss Park is or becomes a party.

5) Moss Park will complete the Advance Work within one hundred eighty (180) days after the date of the issuance of the mass grading permit for the Advance Work. **[ERIC, THIS DELAY COULD DELAY OUR CONSTRUCTION OF THE REST OF THE WORK SO WE WILL AGREE TO 180 DAYS IF YOU WILL DELAY OUR COMPLETION DATE BY THE 60 DAYS AS WELL TO AUGUST 30, 2018]**

6) Moss Park will provide Developer with a full set of as-built plans at Moss Park's cost within ninety (90) days after the date Moss Park completes the Advance Work.

7) Developer shall continue to be responsible to construct, or have the Road Construction Manager construct, the remainder of Segments DR-1 and DR-2 and the Related Drainage Facilities in accordance with this Agreement, which is not completed by Moss Park under this subsection.

Notwithstanding anything contained herein to the contrary, Developer shall remain obligated to purchase ROW Credits from Moss Park in accordance with Section 5.H.(ii) of this Agreement, regardless of whether Moss Park elects to perform the Advance Work.

B. Coordination. The parties acknowledge that construction of Segment DR-1 and Segment DR-2 will require coordination to minimize delays or interference associated with the construction. The Parties agree to cooperate with one another to facilitate the construction of Segment DR-1 and Segment DR-2.

C. City's Representative. The City's Project Manager designated under the Starwood Development Agreement shall interface with the Road Construction Manager pertaining to the design, permitting and construction of Segment DR-1 and Segment DR-2. The City's Project Manager shall act as the City's representative and perform the reviews and approvals called for herein, transmit instructions to and receive information from the Road Construction Manager and communicate the City's policies and decisions to the Road Construction Manager.

D. Failure to Construct Road; Self-Help. If Developer and the Road Construction Manager fail to timely perform its obligation to construct Segments DR-1 and DR-2 and the Related Drainage Facilities in accordance with this Agreement after notice from Moss Park and expiration of the cure period set forth in Section 24 hereof, subject to any delay of Road Construction Manager's performance due to events of Force Majeure, then, notwithstanding anything contained herein to the contrary, Moss Park (or its designee) shall have the right, but not the obligation, to self-help and take whatever action as may be commercially reasonable, to complete construction of the Segments DR-1 and DR-2 and the Related Drainage Facilities in accordance with the Plans and Specifications ("**Self-Help**"). If Self-Help is elected by Moss Park pursuant to the terms this Section, in its sole and absolute discretion, Developer and the Road Construction Manager, at their sole cost and expense, shall cooperate with Moss Park (or its designee) by (i) providing to Moss Park copies of any plans, documents or permits in the possession of Developer and the Road Construction Manager in connection the with the design and construction of Segments DR-1 and DR-2; (ii) assigning without representation or warranty of any kind all of their rights to the Plans and Specifications and any permits related to Segments DR-1 and DR-2 and the Related Drainage Facilities to Moss Park; and (iii) assigning and

conveying, by bill of sale, to the City all the improvements made by Developer or the Road Construction Manager in connection with the construction of Segment DR-1 and Segment DR-2 and the Related Drainage Facilities.

Notwithstanding anything contained herein to the contrary, in the event Moss Park exercises Self-Help, the City agrees to fund City's share of Allowable Expenses applicable to Segments DR-1 and DR-2 and the Related Drainage Facilities (the "**City's Contribution**") in accordance with the City obligations under Section 9.1.1 of the Starwood Development Agreement. Moss Park (or its designee) shall submit draw requests to the City for reimbursement of the funds advanced by Moss Park in constructing the Segments DR-1 and DR-2 and the Related Drainage Facilities and the City shall promptly remit such reimbursements to Moss Park after submittal. Notwithstanding anything contained herein to the contrary, Moss Park shall not be obligated to post a letter of credit or cash with the City for any share of road construction costs, as required by Developer under the Starwood Development Agreement, in order to be entitled to reimbursement from the City as provided above.

E. Other Utilities. The Parties acknowledge and agree that Developer shall be obligated to construct only potable water and sewer force main utilities (but not reclaimed water, electric, gas or any other utility lines or facilities) within the Road ROW, if not prior installed by Moss Park or any other party, and receive certain reimbursement for the costs related thereto pursuant to a contemplated development agreement with the County under the applicable Capital Improvement District plan. Moss Park agrees to reasonably cooperate, without cost to Moss Park, with Developer in obtaining a Utility Construction Reimbursement Agreement from Orange County for the construction and reimbursement of the aforementioned utilities.

## **5. PROVISIONS APPLICABLE TO DESIGN, PERMITTING AND CONSTRUCTION.**

A. Final Legal Descriptions. At such time as all necessary permits have been issued for Segment DR-1 and Segment DR-2, the Road Construction Manager shall deliver the final legal descriptions for the Deed and Easements to Moss Park. If any final legal description is materially different than the description in the Deed or Easements delivered to Escrow Agent, Moss Park shall have ten (10) business days to deliver a notice to Escrow Agent and Road Construction Manager objecting to the legal description and stating the basis for the objection. If no objection notice is received by Escrow Agent and Road Construction Manager within the period provided for in the notice of objection, the legal description will be deemed final and the legal description in the applicable Deed will be replaced by the updated legal description. Following receipt of an objection notice, Escrow Agent shall arrange a meeting with Moss Park, Developer and the Road Design Consultant and the surveyor who prepared the legal description to resolve the objection. If necessary, a corrected legal description will be prepared and delivered to Moss Park. The corrected legal description shall be deemed final upon approval by the City and Escrow Agent (and Developer if the change in the legal description would have any adverse effect on Segment DR-3, including but not limited to the alignment thereof) and Escrow Agent will within five (5) days replace the legal description in the Deed with the revised final legal description. Upon receipt of confirmation from the Road Construction Manager that the legal description for a particular road segment is final, the Developer is authorized by Moss Park to record the corrective Deed and Easements as provided herein.

B. Wetland Mitigation. In the design and construction of Segment DR-1 and Segment DR-2, Moss Park and the Road Construction Manager shall comply with all applicable federal and state laws, ordinances, rules, and regulations pertaining to the mitigation of wetland impacts. The City will not impose wetland mitigation requirements that are different from or more stringent than those required by the SFWMD.

C. Landscaping Installation and Maintenance. Road Construction Manager shall install as part of the construction plans for Segment DR-1 or Segment DR-2, as applicable, landscaping equivalent to the landscaping the City would install on a City-constructed four-lane arterial road and consistent with the landscaping in the sections of Dowden Road already completed within the Wewahootie PD however any costs of landscaping that are not Allowable Expenses will be paid by Moss Park. The City shall maintain the landscaping within the right-of-way of each road segment at its cost and expense until such time as a final plat is recorded on the private property adjacent to the right-of-way. Once a final plat is recorded for any portion of the Property which is contiguous to any portion of the Road ROW, the owner of such property, its successors or assigns shall assume, at its expense, all landscape maintenance activities on that portion of right-of-way contiguous to the particular property which has been platted. Any person or entity with landscape maintenance responsibilities pursuant to this Subsection shall have the continuing right to enhance the landscaping in the right-of-way following issuance of a right-of-way utilization permit by the City.

D. Performance Bonds and Warranties. Unless the Developer or the Road Construction Manager has posted cash or an irrevocable letter of credit with the Escrow Agent for the Developer's share of the construction cost for Segment DR-1 and Segment DR-2, the Developer and/or Road Construction Manager shall require each construction contractor to obtain, prior to beginning construction, Performance and Payment Bonds with the penal amount of each bond equal to one hundred ten percent (110%) of the construction contract price for Segment DR-1 and Segment DR-2. The surety must be authorized to issue bonds in Florida and must be listed in the most recently issued United States Department of Treasury's "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Re-insuring Companies," as published in the Federal Register. The City and Moss Park shall each be listed as an Obligatee on each bond. The Road Construction Manager shall act to prevent construction liens from being filed on any of Segment DR-1 and Segment DR-2. If a lien is filed, the Road Construction Manager will take the requisite action to have the lien removed within thirty (30) days after receipt of notice of such filing. If such lien is not removed, Moss Park shall have right, but not the obligation, to remove the lien, and Developer shall reimburse Moss Park for the cost incurred by Moss Park in doing so, within ten (10) days after receipt of written demand therefor. Such amounts which remain unpaid after being due shall accrue interest thereon at the Stated Interest Rate from the date of written demand until paid. Developer hereby agrees to indemnify and hold Moss Park harmless from and against all claims (including, without limitation, third party claims for personal injury or real or personal property damage), losses, damages, expenses, demands and liabilities, including, but not limited to, reasonable attorneys fees arising out of or resulting from; (i) any liens or claims filed against the Property, or (ii) any act or omission by Developer and the Road Construction Manager, and their employees, representatives, agents, contractors, partners, employees, licensees, or invitees; resulting from their development or construction activities on the Property pursuant to this Agreement, except to the extent resulting from the gross negligence or willful misconduct of Moss Park or the performance of the Advance



Work or any Self-Help by Moss Park. This indemnification and agreement to hold harmless shall survive the termination or expiration of this Agreement. Any performance and payment bonds for a particular road segment shall be released by the City upon issuance of a Certificate of Completion for that road segment and receipt of documentation that all contractors and subcontractors working on that road segment have been paid in full and all contractors' liens have been released. Each construction contract applicable to Segment DR-1 and Segment DR-2 including the Advance Work shall contain a warranty in the amount of ten percent (10%) of the contract price for the materials and work performed. The warranty shall be in force and effect for a period of two (2) years following the date on which the City accepts maintenance responsibility for the constructed improvement.

E. Ownership of Plans and Specifications and Related Documents. Moss Park, Developer and Road Construction Manager shall retain non-exclusive proprietary rights in and to the Plans and Specifications for the segments of Segment DR-1 and Segment DR-2 and Related Drainage Facilities, and the City shall not use or allow other persons to use such designs, engineering drawings, construction plans, and specifications without the express written consent of Developer and Moss Park.

F. Other Documents. If the City delivers a written request desiring specific copies of documents or correspondence regarding Road Construction Manager's obligations under this Agreement to design, permit and construct Segment DR-1 or Segment DR-2, the Road Construction Manager shall provide the copies to the City employee identified in the City's request for the copies within ten (10) business days following receipt of the request.

G. Duty to Cooperate. The City acknowledges and agrees that the obligations of Moss Park, Developer and the Road Construction Manager cannot be accomplished or completed without the involvement and joint participation and cooperation of certain other government entities and certain private property owners who are not Parties to this Agreement. The City will make reasonable efforts to assist Moss Park, Developer and the Road Construction Manager in acquiring all necessary local, state, and federal permits, licenses, easements, and other approvals to construct Segment DR-1 and Segment DR-2 and the Related Drainage Facilities.

H. Transportation Impact Fee Credits.

(i) Moss Park agrees that Developer will have all rights and be entitled to receive all Transportation Impact Fee Credits awarded by the City for any cost or expense Developer incurred in connection with the design, engineering or construction of Segment DR-1 and Segment DR-2 and any Related Drainage Facilities. In the event Developer commences construction but fails to complete construction of Segment DR-1 and Segment DR-2 and any Related Drainage Facilities and to receive a Certificate of Completion for such segments and facilities in accordance with this Agreement and Moss Park (or its contractor or designee) constructs the Segment DR-1, Segment DR-2 or any Related Drainage Facilities and receives a Certificate of Completion for such segments and facilities in accordance with this Agreement, the Parties agree that Developer will only be entitled to receive Transportation Impact Fee Credits for those reasonable construction costs and expenses incurred by Developer which constitute Allowable Expenses and Moss Park will have all rights and be entitled to receive all remaining Transportation Impact Fee Credits awarded by the City for any cost or expense Moss Park incurred

in connection with the design, engineering or construction of Segment DR-1, Segment DR-2 or any Related Drainage Facilities. The Parties agree that Moss Park will have all rights and be entitled to receive all Transportation Impact Fee Credits awarded by the City for the value of the Road ROW and Easements conveyed or dedicated and/or assigned to the City. The City shall award and issue to Moss Park the Transportation Impact Fee Credits related to the (i) value of the ROW Land and Easements upon the conveyance of same to the City (the “**ROW Credits**”) and (ii) the amount of applicable Allowable Expenses incurred by Moss Park, due to Moss Park’s performance of the Advance Work, Self-Help or otherwise (the “**AW Credits**”), if any, upon issuance of the Certificate of Completion for Segments DR-1 and DR-2. The City will establish and maintain a ledger in the name of Moss Park to document the amount of Transportation Impact Fee Credits that are available for use, sale or assignment by Moss Park. In connection with the amount of Transportation Impact Fee Credits awarded, the City agrees that the ROW Land shall be valued at \$50,000 per acre.

(ii) The ROW Credits and the AW Credits are collectively referred to as the “**Moss Park Credits**.” The amount of the Moss Park Credits that Developer is obligated to purchase hereunder will not exceed \$457,000.00 for the ROW Credits (“**Maximum ROW Credits**”) plus \$150,000.00 for the AW Credits (“**Maximum AW Credits**”). Developer agrees that it will purchase from Moss Park, and Moss Park agrees it will sell and assign (upon such purchase) to Developer the Moss Park Credits from Moss Park at the then prevailing rate charged by the City in cash. Developer agrees to first purchase the Moss Park Credits from Moss Park prior to paying any transportation impact fees to the City or using transportation impact fee credits owned by Developer or its affiliates (other than those certain credits granted pursuant to the City of Orlando – Mockingbird Orlando, LLC Post Annexation and Development Agreement dated April 2, 2008 (“**Existing Credits**”)) in connection with construction on any of the Starwood Parcel purchased by Developer or its affiliates for which the Moss Park Credits may be applicable. Notwithstanding anything contained herein to the contrary, Developer shall complete its purchase of the Maximum ROW Credits and Maximum AW Credits from Moss Park by the latter to occur of (i) December 31, 2019 and (ii) the date that such Moss Park Credits are actually issued by the City to Moss Park. Developer agrees that it will include in every contract for sale of land by Developer within the Wewahootee PD development executed by Developer after the date of this Agreement an obligation of each such buyer to purchase the Moss Park Credits from Moss Park until the Maximum ROW Credits and Maximum AW Credits are purchased in accordance with the terms hereof.

(iii) Moss Park agrees that it will include in every contract for sale of land by Moss Park within the Wewahootee PD development executed by Moss Park from and after the date of this Agreement until the tenth (10<sup>th</sup>) anniversary of the date hereof an obligation of each buyer (“**Buyer**”) to purchase any of Developer’s school impact fee credits which Developer receives pursuant to the Capacity Enhancement Agreement (“**CEA**”) or other agreement executed by the Orange County School Board in connection with the development of the Starwood Parcel and Developer (“**Developer’s School Credits**”) to pay for applicable school impact fees that each Buyer is obligated to pay, pursuant to applicable governmental regulations, in connection with the platting of the Buyer’s acquired property or the construction upon such Buyer’s acquired property. For avoidance of doubt, the obligation of Moss Park in the preceding sentence shall not apply to land described in any existing contract for sale of land within the Wewahootee PD which is fully executed and effective prior to the Effective Date hereof, which land is purchased under such

existing contract. Each Buyer will be required to contact Developer prior to paying any such school impact fee to determine if Developer has sufficient Developer's School Credits available and if Developer desires to sell them to Buyer. If Developer elects to sell Developer's School Credits to a Buyer then that Buyer will pay to Developer in cash at such time Buyer is required to pay such school impact fees to the City (or other applicable government or agency) in connection with the construction upon Buyer's property at the then current rate charged by the City (or other applicable government or agency) for all school impact fees applicable to such construction. Notwithstanding anything to the contrary set forth herein, in the event that Buyer already has school impact fee credits which can be utilized within the Wewahootee PD, Buyer shall be entitled to utilize such credits prior to being required to purchase any such credits from Developer. Upon payment of such sum Developer shall promptly deliver to the Buyer an assignment of Developer's right to receive from the City (or other government or agency) Developer's School Credits in the amount paid by Buyer to Developer. If Developer does not have sufficient Developer's School Credits for Buyer's improvements or if Developer elects not to sell Developer's School Credits to Buyer then Developer will provide Buyer with written evidence within three (3) business days after Developer's receipt of Buyer's request for school impact fee credits from Developer and Developer's election not to provide same. The CEA will allow transfer of Developer's School Credits to Wewahootee PD.

I. Fill Dirt. The Parties acknowledges and agrees that the Easement Area for Pond L-1 as designated on the P&B Plans will be used solely to accommodate the stormwater associated with Segment DR-2 as engineered in accordance with the Plans and Specifications. The Road Construction Manager shall have the right to use (without payment to Moss Park) the dirt that it excavates from Pond L-1 solely as fill dirt in connection with its construction of Segment DR-2 to the extent not prior filled and graded by Moss Park as per the Plans and Specifications. The first 60,000 cubic yards of dirt that is excavated from Pond L-1 and any such remaining dirt from Pond L-1 which is not utilized by Developer to fill and grade Segment DR-2 in order to construct Segment DR-2 shall remain the property of Moss Park (the "**Moss Park's Dirt**"). Developer will, or will cause the Road Construction Manager to, excavate Pond L-1 in accordance with the P&B Plans and will stockpile the Moss Park's Dirt within 250 feet of Pond L-1, in accordance with the applicable stockpile plans prepared in connection with the mass grading permit. Moss Park shall timely obtain the necessary stockpile permits at its cost. For avoidance of doubt, Moss Park shall only be responsible for the stockpile permit, and Developer shall, at its cost, be responsible to obtain all other permits and approvals related to the fill and mass grading of the Road ROW, including, without limitation, any required gopher tortoise studies and any relocation expense, if required.

6. **ESCROW AGENT.**

A. Appointment of Escrow Agent. The Parties hereby appoint Lowndes, Drosdick, Doster, Kantor, and Reed, P.A., attention: Miranda F. Fitzgerald, Esquire, to serve as the Escrow Agent under this Agreement. The Escrow Agent hereby accepts such appointment on the terms provided herein.

B. Replacement of Escrow Agent. No Party has the power to replace the Escrow Agent without the consent of the other Parties. If the Escrow Agent resigns, a replacement shall be selected by mutual agreement of the Parties. If such an agreement cannot be reached on

or before the thirtieth (30th) business day after the effective date of the Escrow Agent's resignation, the City's Chief Financial Officer shall serve as the Escrow Agent, and the previous Escrow Agent shall immediately transfer to the CFO all documents and funds then in escrow.

C. Safekeeping, Disposition, Notification and Inspection of Escrowed Documents. The Escrow Agent is required to observe only the express provisions of this Agreement. It is agreed that the duties of the Escrow Agent under this Agreement are purely ministerial in nature. Accordingly, the Escrow Agent's duties shall be expressly limited to the following tasks:

(i) Safekeeping of Documents. The safekeeping of the following documents required to be delivered to the Escrow Agent in accordance with the terms of this Agreement:

<u>List of Documents:</u>	<u>Applicable Section or Subsection of Agreement:</u>
Deed for Segment DR-1 and the Segment DR-2, Easements and Ancillary Documents for Segment DR-1 and Segment DR-2	Section 2

(ii) Substitution of Final Legal Descriptions. Upon receipt of any final legal description and confirmation of same from Moss Park, Developer and Road Construction Manager, the Escrow Agent is authorized to and will replace the legal description on the Deed or Easements being held in escrow with the applicable final legal description.

(iii) Disposition of Documents. The disposition of the documents being held in escrow shall occur only in accordance with the terms and conditions of this Agreement.

(iv) Notification to Parties. Within five (5) business days following receipt of a request by any Party, the Escrow Agent shall provide the Parties with a list of all documents held in escrow as of the date of such request.

(v) Inspection of Documents Held in Escrow. At any time prior to the issuance of a Certificate of Completion for the last of Segment DR-1 and Segment DR-2, the Parties shall have the right to inspect and request copies of any documents being held by Escrow Agent, in escrow, pursuant to the terms of this Agreement. All copying costs incurred by the Escrow Agent shall be paid by the Party requesting the copies as a condition of receiving the copies requested.

E. Declaratory Judgment or Interpleader Action. In the event the Escrow Agent is in doubt as to how, to whom, or under what circumstances to release the documents being held in escrow by Escrow Agent under this Agreement, and the Parties, upon the written request of the Escrow Agent for instructions as to the proper release of same, are unable to agree on how to direct the Escrow Agent in writing as to how, to whom, or under what circumstances to release the documents being held in escrow, the Escrow Agent may file a complaint for a declaratory

judgment or an interpleader action in a court of competent jurisdiction in Orange County, Florida, requesting the court to determine how the Escrow Agent should proceed in releasing the documents being held in escrow.

F. Liability of Escrow Agent. The Parties agree and acknowledge that the Escrow Agent shall have no liability or any further responsibility to any Party or person for release of the Deed, Easements and other documents being held in escrow by the Escrow Agent in good faith hereunder unless such release or disbursement shall constitute a willful breach of the duties and obligations of the Escrow Agent under this Agreement or gross negligence on the part of the Escrow Agent. Further, the Parties agree to indemnify and hold the Escrow Agent harmless from and against any and all loss, costs, damages or expenses (including attorneys' and paralegals' fees) it may sustain by reason of its service as the Escrow Agent hereunder, except if such loss, costs, damages or expenses (including attorneys' and paralegals' fees) were incurred by reason of such acts or omissions for which the Escrow Agent is liable or responsible under the first sentence of this Subsection E.

G. Expenses. Notwithstanding any other provision in this Agreement to the contrary, Moss Park, Developer and the City shall each pay a one-fourth (1/4) share of the reasonable costs, expenses, and attorneys' and paralegals' fees which are incurred by the Escrow Agent in the filing and/or prosecution of any complaint for a declaratory judgment or interpleader in accordance with Subsection D of this Section. The Road Construction Manager will pay for the routine reasonable expenses incurred by the Escrow Agent in connection with its duties under this Agreement.

H. Escrow Agent as Counsel for Developer. The City and Moss Park acknowledge that the Escrow Agent is providing legal representation to the Developer and Road Construction Manager in connection with this Agreement. The City and Moss Park hereby waive any claim of conflict of interest resulting from the Escrow Agent's representation of the Developer and Road Construction Manager.

I. Insurance Coverage. The Road Construction Manager shall procure, at its cost, insurance, or require each of its design, testing, construction engineering and inspection consultants and its contractors to provide insurance, that as a minimum complies with the following coverage:

(i)	General Liability	\$ 2,000,000.00
(ii)	Automobile Liability	\$ 1,000,000.00
(iii)	Workers' Compensation	Statutory Limits
(iv)	Professional Liability	\$ 1,000,000.00
	[consultant's only]	

The City and Moss Park shall be listed as an additional insured on the general liability insurance policy, and the workers' compensation policy shall contain a waiver of subrogation provision.

7. **BREAK OF ESCROW AND SATISFACTION OF ESCROW CONDITIONS.** Once the City issues a Certificate of Completion for each Segment DR-1 and Segment DR-2, and a copy of such Certificates of Completion have been received by the Escrow Agent, then within

not more than ten (10) business days thereafter, the Escrow Agent shall distribute to the City the documents being held in escrow as follows:

A. Disposition to City. The Escrow Agent shall release to the City the fully executed Deed and Easements described herein. The date the City receives the Deed shall be referred to as the “**Deed Conveyance Date**”.

B. Disposition of Items Not Listed. The Escrow Agent shall release any item held in escrow by the Escrow Agent which is not specifically listed in this Section to the person or entity intended to receive that item when and as contemplated by this Agreement.

8. **FURTHER ASSURANCES.** In addition to the acts recited in this Agreement, the Parties agree to perform or cause to be performed any and all further acts as may be reasonably necessary to complete the transactions contemplated hereby, including the execution and/or recordation of further instruments, provided, however, such acts shall not expand the liabilities or obligations, nor diminish the rights of the Parties, as contemplated herein.

9. **NOTICES.** All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

If to Moss Park:	Moss Park Properties, LLLP Attn: Sunil M. Kakkar, M.D. 311 West Oak Street Kissimmee, Florida 39741 Telephone: 407-933-1423 Facsimile: 407-933-7901 Email: skakkkar@aol.com and a copy to skmossspark@gmail.com
With copy to:	Greenberg Traurig, P.A. Attn: Michael J. Sullivan and Eric A. Castleson 450 South Orange Avenue, Suite 650 Orlando, Florida 32801 Telephone: 407-418-2376 and 407-371-8543 Facsimile: 407-420-5909 and 407-650-8461 Email: <a href="mailto:sullivanm@gtlaw.com">sullivanm@gtlaw.com</a> and <a href="mailto:castlesone@gtlaw.com">castlesone@gtlaw.com</a>
If to Developer:	Beachline South Residential, LLC Attn: Jay A. Thompson 189 S. Orange Avenue, Suite 1110S Orlando, Florida 32801 Telephone: (407) 988-3514 Facsimile: _____ Email: <a href="mailto:Jay.Thompson@landinnovationsllc.com">Jay.Thompson@landinnovationsllc.com</a>

With copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
 Attn: Miranda F. Fitzgerald  
 P.O. Box 2809  
 Orlando, Florida 32801  
 Telephone: (407) 418-6340  
 Facsimile: (407) 843-4444  
 Email: [miranda.fitzgerald@lowndes-law.com](mailto:miranda.fitzgerald@lowndes-law.com)

With copy to: Holland & Knight LLP  
 Attn: Lee Stuart Smith  
 200 S. Orange Avenue, Suite 2600  
 Orlando, Florida 32801  
 Telephone: (407) 425-8500  
 Facsimile: (407) 244-5288  
 Email: [lee.smith@hklaw.com](mailto:lee.smith@hklaw.com)

If to Road  
 Construction  
 Manager: Pave It Forward South, LLC  
 Attn: Greg Clark  
 189 S. Orange Avenue, Suite 1110S  
 Orlando, Florida 32801 Telephone: (407) 988-3514  
 Facsimile: \_\_\_\_\_  
 Email: [Greg.clark@landinnovationsllc.com](mailto:Greg.clark@landinnovationsllc.com)

If to Escrow Agent: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
 Attn: Miranda F. Fitzgerald  
 P.O. Box 2809  
 Orlando, Florida 32801  
 Telephone: (407) 418-6340  
 Facsimile: (407) 843-4444  
 Email: [miranda.fitzgerald@lowndes-law.com](mailto:miranda.fitzgerald@lowndes-law.com)

If to City: City of Orlando  
 Attn: Chief Administrative Office  
 400 South Orange Avenue  
 Orlando, Florida 32801  
 Telephone: \_\_\_\_\_  
 Facsimile: (407) 246-3342  
 Email: \_\_\_\_\_

With copy to: Chief Assistant City  
 Attorney Attn: Kyle Shephard  
 00 South Orange Avenue  
 Orlando, Florida 32801  
 Telephone: \_\_\_\_\_  
 Facsimile: (407) 246-2854  
 Email: \_\_\_\_\_

10. **AGENCY**. The Parties, and their agents, contractors or subcontractors, shall perform all activities that are outlined in this Agreement as independent entities and not as agents of each other. Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and none of the Parties to this Agreement shall be construed under this Agreement to be partners or joint venturers for any purpose.

11. **ASSIGNMENT**. Developer will not assign its rights under this Agreement without the prior written consent of Moss Park, which consent shall be at Moss Park's sole discretion, except that Developer may assign its rights hereunder to another entity which is owned in a majority economic interest and controlled by the current principals of Developer; the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations. This Agreement shall not be assignable by Developer in any way to Carlsbad.

12. **FORCE MAJEURE**. The Parties shall not be liable to each other for damages, costs, attorneys' or paralegal fees (including attorneys' or paralegal fees on appeal) for breach of contract, or otherwise for failure or inability to perform occasioned by any cause beyond the control and without the fault of the Parties ("Force Majeure"). As used herein, a "Force Majeure" shall include only the following: acts of God, acts of government (including, but not limited to regulatory agencies or court) in its sovereign or prior contractual capacity, fires, explosion or similar casualty, plague, sabotage, theft, vandalism, inclement weather (including, but not limited to excessive rainfall, floods, hurricanes and tropical storms), quarantines, strikes, regional or wider materials shortages, or failure or breakdown of transmission or other facilities or equipment, acts of terrorism, war, labor disputes and labor strikes.

13. **EFFECTIVE DATE**. This Agreement shall become effective on the date it is signed by the last of Moss Park, Developer, the Road Construction Manager and the City and recorded by the City in the Public Records of Orange County, Florida.

14. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement among the Parties hereto, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the Parties relating to the subject matter hereof.

15. **MODIFICATION**. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document approved by the City Council and signed by all Parties to this Agreement. Upon written request by Moss Park or Developer, any amendment to this Agreement or waiver of any material provision hereof proposed by Moss Park or Developer shall be presented to the City Council for acceptance or rejection, as the City Council may see fit, within thirty (30) business days of receipt of the request.

16. **DISCLAIMER OF THIRD PARTY BENEFICIARIES**. This Agreement is solely for the benefit of the formal Parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors and assigns.



17. **SEVERABILITY.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefits by any Party to this Agreement or substantially increase the burden of any Party to this Agreement, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

18. **ATTORNEYS' FEES AND COSTS.** In the event of any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, paralegals' fees, and costs incurred at all trial and appellate levels, including such fees and costs incurred in the enforcement of this Section. THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY.

19. **CHOICE OF LAW AND VENUE.** Florida law shall govern the interpretation and enforcement of this Agreement. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in Orange County, Florida.

20. **CONSTRUCTION OF THE AGREEMENT.** This Agreement is the result of negotiations among the Parties hereto such that all Parties have contributed substantially and materially to the preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against one Party than against another Party or other Parties.

21. **COUNTERPARTS AND COPIES.** This Agreement may be executed in counterparts. An original of this Agreement shall be maintained by the Clerk to the City Council, and copies shall be provided to all Parties listed in the Notice provision of this Agreement. A copy of this Agreement is admissible to the same extent as the original in any subsequent proceeding and has the same force and effect as the original.

22. **CAPTIONS.** The captions for the Sections and Subsections contained in this Agreement are solely for the convenience of the Parties and do not, in themselves, have any legal significance.

23. **RECITALS.** The Parties acknowledge that the Recitals set forth in the beginning of this Agreement are all true and correct and are incorporated into this Agreement.

24. **RIGHT TO CURE; DEFAULT.** No breach by Developer, Road Construction Manager or Moss Park under this Agreement will constitute a default until a non-breaching party has notified the breaching party of said breach in writing and such breach is not cured within twenty (20) days thereafter. If the breaching party is diligently attempting to cure such breach but is unable to do so within said twenty (20) day period the breaching party will have additional time to cure, not to exceed one hundred eighty (180) days in the aggregate in any event, so long as the breaching party diligently attempts to cure such breach and commences such cure within said 20-day period.

In the event of a default each of the Parties shall be entitled to, in addition to any rights provided herein, all rights and remedies at law and in equity including without limitation the right of specific performance and the right to terminate this Agreement, except that if Developer or Road Construction Manager is in default hereof beyond expiration of all cure and grace periods and Developer and/or Road Construction Manager is diligently continuing to cure such default then

Moss Park will either extend the time for Developer and/or Road Construction Manager to cure such default for so long as Developer and/or Road Construction Manager continues to diligently pursue cure of such default or Moss Park will exercise its right to Self-Help under Section 4.D. Developer's and/or Road Construction Manager's rights to cure provided above will change as follows:

(I) From the Effective Date until Developer closes on the Initial Closing as provided in Section 28.A. of this Agreement the Developer and/or Road Construction Manager will only have twenty (20) days to cure any default, but up to one hundred eighty (180) days if Developer and/or Road Construction Manager is diligently pursuing the cure of such default. If the default is not cured by that time Moss Park will have the right to terminate this Agreement, but if this Agreement is not terminated prior to the occurrence of the Initial Closing then Developer and/or Road Construction Manager will thereafter have the right to continue to diligently pursue the cure of any existing or future defaults until Moss Park elects Self-Help.

(II) If Developer does not post the letter of credit or cash referenced in Section 28.B. of this Agreement required by the Starwood Development Agreement by the time provided in the Starwood Development Agreement then Developer and/or Road Construction Manager will after that date have only twenty (20) days to cure a default, or up to ninety (90) days to cure a default if Developer and/or Road Construction Manager is diligently pursuing the cure of such default. If the default is not cured by that time Moss Park will have the right to terminate this Agreement, but if this Agreement is not terminated prior to the date the letter of credit or cash is posted then Developer and/or Road Construction Manager thereafter will have the right to continue to diligently pursue the cure of any existing or future defaults until Moss Park elects Self-Help.

If Moss Park elects Self-Help under Section 4.D. then Developer and/or Road Construction Manager will cease its cure efforts and cooperate with Moss Park in accordance with Section 4.B. If Developer or Road Construction Manager is in default and Moss Park has given Developer, Road Construction Manager and City written notice of such default and Developer is no longer diligently pursuing such cure or otherwise performing its obligations hereunder in good faith (other than due to Moss Park's election of Self-Help) then Moss Park will have the right to terminate this Agreement in addition to any other remedies provided herein. If Developer has satisfied Developer's Conditions Precedent, then Moss Park, upon Moss Park's exercise of Self-Help, shall be entitled to reimbursement of Moss Park's costs that are Allowable Expenses which shall be payable from the deposit of Developer's fifty percent (50%) share of road construction costs for Segment DR-1 and Segment DR-2 (via cash from the Escrow Agent under the cash deposit or cash from the Road Construction Manager by way of drawing down on the letter of credit), and the Deed, Easements and Ancillary Conveyance Documents will remain in Escrow until the conditions in Section 7 have been satisfied, at which time Escrow Agent will distribute the Deed, Easements and Ancillary Conveyance Documents in accordance with Section 7. Developer will be entitled to receive all impact fee credits related to Moss Park's costs that are paid to Moss Park from the Developer's cash deposit or letter of credit as referenced above. If Developer has not satisfied Developer's Conditions Precedent then at Moss Park's direction Escrow Agent shall immediately return the Deed, Easements and Ancillary Conveyance Documents and any other document executed by Moss Park to Moss Park. In either case, or upon termination of this Agreement, Developer will assign and convey, without cost and without representation or warranty of any kind, all of its rights and interests to the Plans and Specifications and the improvements (if any)

made in connection with the construction of Segments DR-1 and DR-2 and Related Drainage Facilities to Moss Park within thirty (30) days after such termination, and upon such return and assignment the Parties shall have no further obligations and duties under this Agreement, except for those obligations and duties which survive the termination of this Agreement.

In the event Moss Park terminates this Agreement, Moss Park and the City agree to use good faith and commercially reasonable efforts to mutually agree on the material terms of the form and substance of a separate agreement (or amendment to an existing applicable agreement) which is intended to incorporate the City's funding obligations under the Starwood Development Agreement as they relate to the construction of Segments DR-1 and DR-2 and Related Drainage Facilities by Moss Park or its designee.

Notwithstanding any other rights of Developer or Road Construction Manager to cure a default hereunder, in the event that: (i) Developer shall fail to commence, and fail to cause the Road Construction Manager to commence, construction of Segments DR-1 and DR-2 by July 1, 2017 ("**Commencement Default**"); or (ii) Developer shall fail to complete, and fail to cause the Road Construction Manager to complete, construction of Segments DR-1 and DR-2 by June 30, 2018 ("**Completion Default**"), both as provided in Section 4.A.(i) then Developer shall be entitled only to a period of one hundred twenty (120) days after written notice from Moss Park of a Commencement Default or Completion Default to cure such Commencement Default or Completion Default, if Developer and/or Road Construction Manager is diligently pursuing the cure of such default, however such one hundred twenty (120) days shall be extended by any time of delay caused by any event of Force Majeure, failing which to so cure, Moss Park may, in addition to any other rights or remedies set forth herein, terminate this Agreement. Notwithstanding anything contained herein to the contrary, if Developer and Road Construction Manager fail to timely cure a Commencement Default or Completion Default and Moss Park thereafter elects the remedy of Self-Help, then Developer will remain obligated to perform its obligations to fund the cash or deposit an irrevocable letter of credit (plus the 10% contingency payment) as required under Section 9.1.2.2. of the Starwood Development Agreement for Segments DR-1 and DR-2 ("**Developer Deposit**") and if Moss Park completes Segments DR-1 and DR-2 in accordance with the terms of the Starwood Development Agreement Developer will also be liable to Moss Park for any Construction Cost Overage incurred by Moss Park, or its designee, for construction of Segments DR-1 and DR-2, but excluding any overage or other cost attributable to any Advance Work undertaken by Moss Park. As used herein the term "**Construction Cost Overage**" means the amount by which the actual cost of all Allowable Expenses for construction of Segments DR-1 and DR-2 exceed the total of City's Contribution plus the Developer Deposit. The foregoing obligations of Developer and Road Construction Manager in this paragraph relate only to Moss Park's election of Self-Help after a Commencement Default or Completion Default and do not apply to Moss Park's election to exercise Advance Work under this Agreement. Notwithstanding anything contained herein to the contrary, the Parties agree that, in the event Moss Park elects Self-Help, Moss Park shall not be obligated to permit or obtain bids for construction of more than Segments DR-1 and DR-2 (e.g., Segment DR3 (as defined in the Starwood Development Agreement)), and as long as Moss Park satisfies the conditions as to Segments DR-1 and DR-2 only as is necessary to trigger the obligation for the Developer and City to fund their contributions under the Starwood Development Agreement (excluding any conditions related to Segment DR3), then the Developer and City shall be obligated

to fund the Developer Deposit and the City's Contribution pursuant to the terms hereof.

The terms of this Section shall survive the termination of this Agreement.

25. **WAIVER OF JURY TRIAL.** THE UNDERSIGNED HEREBY MUTUALLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL CLAIMS AND CAUSES OF ACTION OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY AFFIRMATIVE DEFENSES, COUNTERCLAIMS, OR CROSS CLAIMS, BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO OR THERETO WHETHER SUCH CLAIMS OR CAUSES OF ACTION ARE KNOWN OR UNKNOWN AT THE TIME OF EXECUTION OF THIS AGREEMENT. FURTHERMORE, NONE OF THE UNDERSIGNED SHALL SEEK TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

26. **ATTORNEYS' FEES AND LEGAL EXPENSES.** Should any party hereto incur any costs or fees to enforce its rights hereunder including institution of any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the non-prevailing party(s) all reasonable attorneys' fees and costs through all appellate levels and in bankruptcy.

27. **BINDING EFFECT.** The provisions of this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

28. **CONDITIONS PRECEDENT TO DEVELOPER'S AND ROAD CONSTRUCTION MANAGER'S OBLIGATIONS.** NOT TO THE EXCLUSION OF ANY OTHER CONDITIONS AND REMEDIES OF DEVELOPER CONTAINED HEREIN AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE OBLIGATIONS OF DEVELOPER AND ROAD CONSTRUCTION MANAGER HEREUNDER ARE SUBJECT TO AND CONTINGENT UPON THE SATISFACTION OF THE FOLLOWING CONDITIONS PRECEDENT ("DEVELOPER'S CONDITIONS PRECEDENT"):

A. Developer has consummated the Initial Closing; and

B. Developer has posted a letter of credit or cash with the City for Developer's fifty percent (50%) share of road construction costs for Segment DR-1, Segment DR-2 and Segment DR-3 pursuant to the Starwood Development Agreement.

At any time prior to the time that all Developer's Conditions Precedent have been satisfied (or waived by Developer in writing), Developer shall have no liability or obligation to perform

any obligation under this Agreement, except that if the Developer's Condition Precedent in 28.A. above has been satisfied then the Developer's Condition Precedent in 28.B. above will not apply to Developer's obligations to fund the Developer's Deposit in the event of an uncured Commencement Default as provided in Section 24 hereof or Developer's liability to Moss Park for Construction Cost Overages as provided in Section 24 hereof or to purchase the Maximum ROW Credits and Maximum AW Credits from Moss Park in accordance with Section 5.H(ii). If Developer has not satisfied the Developer's Conditions Precedent by the time required for Developer to satisfy the Developer's Condition Precedent in 28.B. above pursuant to the terms of the Starwood Development Agreement, then Moss Park will have the right, *inter alia*, to terminate this Agreement. Notwithstanding that Developer may not have satisfied Developer's Conditions Precedent, Developer shall have the right to perform those obligations under the terms of the Agreement that Developer elects to perform such as permitting, design, environmental and other preconstruction obligations of Developer under this Agreement. In the event this Section conflicts with any other provision of this Agreement, this Section will control. Developer agrees to notify Moss Park in writing of the completion of the Initial Closing promptly after the date the Initial Closing is completed.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the dates indicated.

Two Witnesses:

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

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

Moss Park:

**MOSS PARK PROPERTIES, LLLP**, a  
Florida limited liability limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Two Witnesses:

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

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

Developer:

**BEACHLINE SOUTH RESIDENTIAL,  
LLC**, a Florida limited liability company

By: Land Innovations, LLC, a Florida  
limited liability company, Manager

By: Primo Land, LLC, a Florida  
limited liability company,  
Manager

By: \_\_\_\_\_  
Jay A. Thompson, Manager  
Dated: \_\_\_\_\_

Two Witnesses:

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

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

Road Construction Manager:

**PAVE IT FORWARD SOUTH, LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
Jay A. Thompson, Manager  
Dated: \_\_\_\_\_

City:

**CITY OF ORLANDO, FLORIDA**

**BY THE MAYOR / MAYOR PRO TEMPORE**

\_\_\_\_\_  
Mayor /Mayor Pro Tempore

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

Date: \_\_\_\_\_

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA

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

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

APPROVED AS TO FORM AND  
LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA

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

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

\_\_\_\_\_  
City Attorney

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ Moss Park Properties, LLLP, a Florida limited liability limited partnership, on behalf of the Partnership. He/she who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Jay A. Thompson, Manager of Primo Land, LLC, a Florida limited liability company, Manager of Land Innovations, LLC, a Florida limited liability company, Manager of Beachline South Residential, LLC, a Florida limited liability company, on behalf of the Company. He who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Jay A. Thompson, as Manager Pave It Forward South, LLC, a Florida limited liability company, on behalf of the Company. He who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

JOINDER OF ESCROW AGENT

The Escrow Agent joins in the execution of this Dedication Agreement only for the purposes of agreeing to act as Escrow Agent under the terms set forth in the Dedication Agreement.

ESCROW AGENT:

**LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.**

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

Miranda Fitzgerald

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

I hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, an officer duly authorized to administer oaths and acknowledgments, personally appeared MIRANDA FITZGERALD, personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name: \_\_\_\_\_

Notary Public-State of Florida

Commission Number: \_\_\_\_\_

**EXHIBIT LIST**  
**DEDICATION AGREEMENT**

Exhibit A	Moss Park Property
Exhibit B	Starwood Property
Exhibit C	Allowable Expenses
Exhibit D	Deed
Exhibit E	Dowden Road
Exhibit F	Road ROW
Exhibit G	Segment DR-1
Exhibit H	Segment DR-2
Exhibit I	Drainage Easement
Exhibit J	Description/Depiction of Drainage Easement
Exhibit K	Temporary Construction Easement
Exhibit L	Ancillary Easements (Utility, Sidewalk and Ancillary)
Exhibit M	Sketches and Descriptions, Road ROW, Segment DR-1, Segment DR-2 and Easements
Exhibit N	Moss Park Title Commitment

**EXHIBIT A**  
**Moss Park Property**

***Moss Park Properties, LLLP Property ID #04-24-31-0000-00-001***

***Legal Description\****

*\*Note: This legal description is taken from [www.OCPAFL.org](http://www.OCPAFL.org) as to Parcel ID #04-24-31-0000-00-001.  
The following is not a surveyed legal description.*

BEG AT SE COR OF SE1/4 OF SEC 32-23-31 TH RUN W 9.93 FT S 2652.29 FT TH CONT S 688.56 FT S 84 DEG W 7.44 FT N 06 DEG W 124.32 FT N 08 DEG W 204.3 FT N 06 DEG W 143 FT N 07 DEG W 550.13 FT N 06 DEG W 2544 FT N 83 DEG E 320 FT N 19 DEG W 546.98 FT N 69 DEG E 18.76 FT N 20 DEG W 279.73 FT S 83 DEG W 144 FT N 06 DEG W 339.61 FT N 03 DEG W 952.59 FT N 86 DEG E 293.37 FT N 03 DEG W 457.06 FT N 35 DEG W 143.94 FT N 03 DEG W 181.89 FT N 63 DEG W 164.9 FT N 10 DEG E 62.26 FT S 63 DEG E 675.25 FT S 2898.68 FT TO POB

& THAT PART OF SEC 33-23-31 LYING SWLY OF A LINE EXTENDING FROM NW COR OF SW1/4 TO SE COR OF SAID SEC 33-23-31

& ALL OF SEC 04-24-31 (LESS BELTWAY R/W ON W IN SW1/4 PER OR 4339/3912)

& THAT PART OF SEC 03-24-31 LYING SWLY OF A LINE EXTENDING FROM NW COR OF SEC TO NE COR OF SE1/4

(LESS BEG 1980 FT E OF SW COR OF SEC 3 RUN N 1320 FT E 1320 FT N TO ARMY FENCE EXTENDING FROM NW COR OF SEC 03-24-31 TO NE COR OF SE1/4 TH SELY ALONG SAME TO NE COR OF SE1/4 RUN S TO SE COR OF SEC 03-24-31 TH W TO POB)

& THE NW1/4 (LESS S 1681.9 FT & LESS BELTWAY R/W ON W PER OR 4339/3912)

& NW1/4 OF NE1/4 OF SEC 09-24-31

(LESS BEG S 01 DEG W 592.12 FT OF NE COR OF NW1/4 OF SEC 9-24-31 RUN S 34 DEG E 913.81 FT W 542.64 FT N 01 DEG E 342.73 FT W 2397.35 FT N 25 DEG E 252.58 FT N 43 DEG E 139.16 FT N 58 DEG E 219 FT N 20 DEG E 211.13 FT N 01 DEG E 48.42 FT N 33 DEG W 82.25 FT N 60 DEG W 197.61 FT N 61 DEG W 137.08 FT W 38 DEG W 109.05 FT N 45 DEG W 210.4 FT N 06 DEG W 94.28 FT E 652.81 FT S 23 DEG E 278.51 FT S 18 DEG E 66.45 FT SELY 68.54 FT ELY 761.98 FT NELY 129.73 FT E 577.23 FT S 34 DEG E 554.04 FT TO POB)

& INCLUDING THE ADJACENT N 30 FT OF WEWAHOOTEE RD

(LESS COMM. S1/4 COR OF SEC 4-24-31 RUN N89-58-16W 2549.28 FT TO POB TH N11-46-14E 164.42 FT TH N45-58-25W 1.62 FT TH N06-23-56W 94.28 FT TH S89-58-13E 31.43 FT TH N11-46-147E 371.88 FT TH N24-17-42E 970.61 FT TH N01-21-03W 597.99 FT TH S88-38-57W 378.10

TH S89-13-22W 305.74 FT TH N80-53-02W 47.55 FT TH S08-21-45E 6.11 S06-23-56E 124.32 FT  
TH N84-47-33E 288.56 FT TH S04-44-41E 744.81 FT TH S85-24-13W 286.14 FT TH S06-23-56E  
1235.88 FT TO POB)

& (LESS COMM S 01 DEG W 592.12 FT OF NE COR OF NW1/4 OF SEC 09-24-31 RUN S 34 DEG E  
913.81 FT W 542.64 FT N 01 DEG E 342.73 FT W 2397.35 FT TO POB N 25 DEG E 252.58 FT N 43  
DEG E 139.16 FT N 58 DEG E 219 FT N 20 DEG E 211.13 FT N 01 DEG E 48.42 FT N33 DEG W  
82.25 FT N 60 DEG W 197.61 FT N 61 DEG W 137.08 FT N 38 DEG W 109.05 FT N 45 DEG W  
208.78 FT TH S11-46-14W 164.42 FT TO E R/W LINE OF CENTRAL FLORIDA GREENWAY TH RUN  
ALONG R/W S06E 681.61 FT M/L TH TO CURV CONCV WLY RAD 4600 DELTA 03-54-32 FOR  
313.82 FT M/L TH E 26.21 FT M/L TO POB)

& (LESS COM AT NW COR OF SW1/4 OF SEC 4-2-31 TH S00-08-13W 424.02 FT TO POB TH N89-  
13-22E 402.53 FT TH N88-47-51E 300.81 FT TH S01-21-03E 141.25 FT TH S88-38-57W 378.10 FT  
TH S89-13-22W 305.74 FT TH N80-53-07W 47.57 FT TH N08-21-45W 132.07 FT TH N08-21-45W  
3.5 FT TH N88-13-22E 13.66 FT TH N89-13-22E 30.14 FT TO POB PER 10182/3086)

& (LESS PART DESCRIBED IN EXHIBIT "A" PARCEL I AND PARCEL J1 10542/0680)

& (LESS COMM AT NW COR OF NW 1/4 OF SEC 3-24-31 TH S00-47-07E 548.54 FT ALONG W  
LINE OF NW 1/4 OF SAID SEC N89-12-53E 184.05 FT TO A PT ON PROPOSED ELY R/W LINE OF  
INNOVATION WAY N ALSO BEING THE POB TH N67-47-24E 120 FT TH S40-09-20E 2.27 FT TH S30-  
19-07E 138.83 FT TH S08-06-30E 83.24 FT TH S67-47-24W 120 FT TH N22-12-36W 220.34 FT TO  
POB PER 10526/6529)

& (LESS A PORTION OF SEC 3 4 9 & 10 T24-R31 DESC: COMM AT THE SW COR SEC 03-21-24 TH  
S89-39-25E 185.14 FT TO THE POB BEING A PT ON A NON-TAN CURV CONCV SELY HAVING A  
RAD 653.41 FT DELTA 44-11-05 CHORD BRG S45-14-51W AN ARC LENGTH 503.89 FT TH S23-08-  
49W 301.23 FT TH S20-56-14W 190.39 FT)

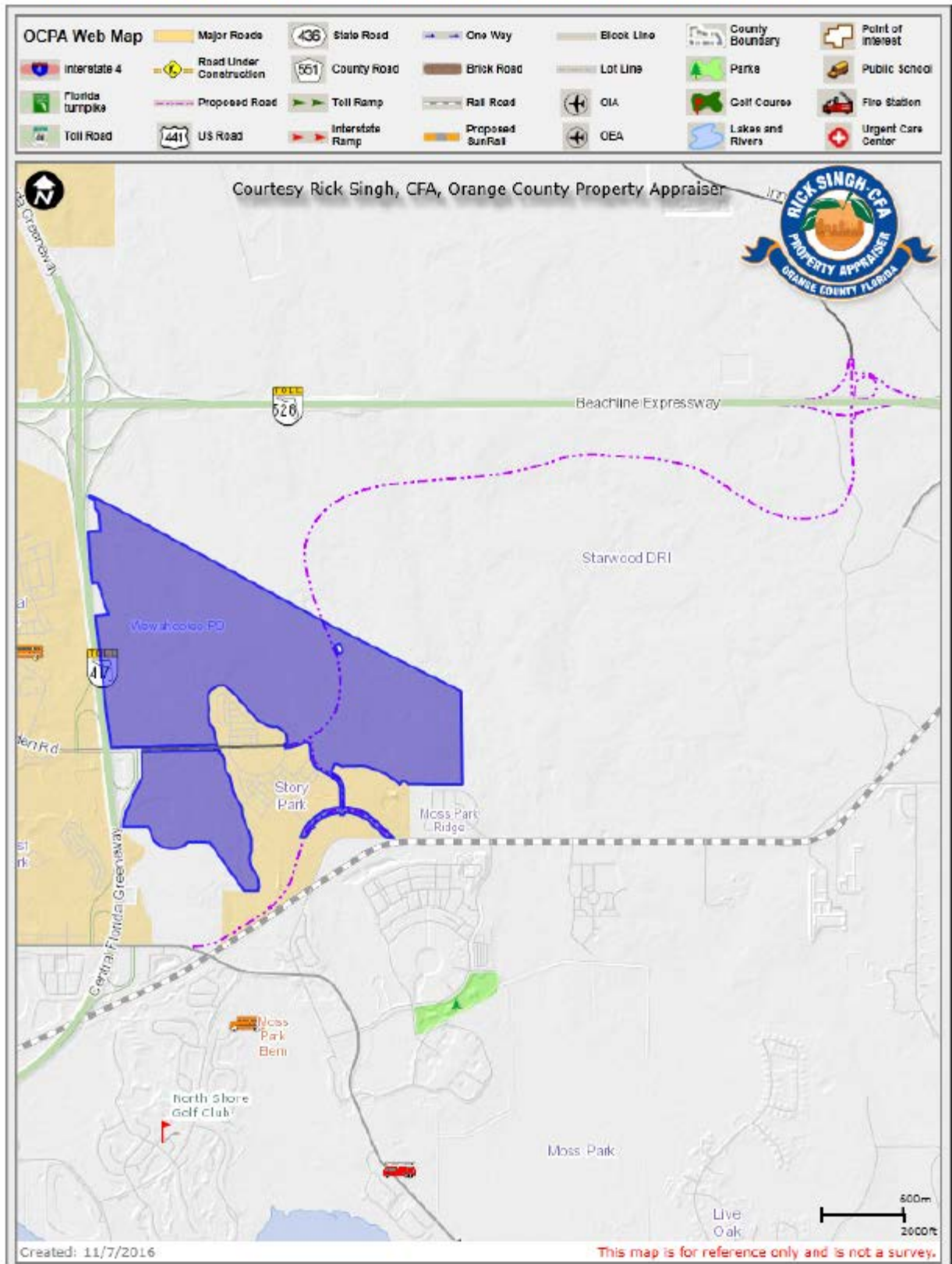
& LANDS DESC IN DOC#20160040915

& LANDS DESC IN DOC#20160144120

& (LESS LANDS DESC IN DOC#20160144121)

& (LESS LANDS DESC IN DOC#20160144123).

Consisting of approximately 946.51 acres (+/-).



**EXHIBIT B**  
**Starwood Property**

THAT PORTION OF SECTION 32, LYING NORTH OF A LINE EXTENDED BETWEEN THE EASTERLY 1/4 CORNER AND THE NORTHWEST CORNER; THAT PORTION OF SECTION 33, LYING NORTH OF A LINE EXTENDED BETWEEN THE SOUTHEAST CORNER AND THE WEST 1/4 CORNER AND LYING SOUTH OF STATE ROAD 528 (BEELINE EXPRESSWAY); AND ALL OF SECTIONS 34 AND 35, ALL LYING IN TOWNSHIP 23 SOUTH, RANGE 31 EAST.

LESS AND EXCEPT: THAT PORTION SET FORTH AND DESCRIBED IN THAT STIPULATED ORDER OF TAKING RECORDED APRIL 3, 1989 IN OFFICIAL RECORDS BOOK 4068, PAGE 3668 AND THAT FINAL JUDGMENT OF COMPENSATION AND TITLE RECORDED JULY 18, 1991 IN OFFICIAL RECORDS BOOK 4307, PAGE 2300, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT: THAT PORTION CONVEYED TO ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY PURSUANT TO THAT WARRANTY DEED RECORDED MAY 30, 1966 IN OFFICIAL RECORDS BOOK 1544, PAGE 611, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND:

ALL OF SECTION 2, TOWNSHIP 24 SOUTH, RANGE 31 EAST

AND:

THAT PORTION OF SECTION 3, LYING NORTH OF A LINE EXTENDED BETWEEN THE EASTERLY 1/4 CORNER AND THE NORTHWEST CORNER, ALL BEING IN TOWNSHIP 24 SOUTH, RANGE 31 EAST.

LESS AND EXCEPT

A PARCEL OF LAND LYING IN SECTIONS 32, 33, 34 AND 35, TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH AND ADJACENT TO THE EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 528, PER ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, SECTIONS NO. 1.1, NO. 1.2 AND 6440-401/402, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4"X4" CONCRETE MONUMENT (NO IDENTIFICATION) MARKING THE NORTHEAST CORNER OF SAID SECTION 35; THENCE RUN SOUTH  $00^{\circ}11'37''$  WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 445.80 FEET FOR THE POINT OF BEGINNING; THENCE RUN SOUTH  $89^{\circ}44'52''$  WEST ALONG A LINE LYING 200.00 FEET SOUTH OF, BY PERPENDICULAR MEASURE, SAID EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE, A DISTANCE OF 5315.87 FEET; THENCE RUN SOUTH  $89^{\circ}46'02''$  WEST, A DISTANCE OF 2050.28 FEET TO CURVE CONCAVE TO THE SOUTH; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11200.00 FEET, A CENTRAL ANGLE OF  $04^{\circ}33'55''$ , A CHORD LENGTH OF 892.18 FEET BEARING SOUTH  $87^{\circ}29'04''$  WEST, AN ARC DISTANCE OF 892.42 FEET; THENCE RUN SOUTH  $85^{\circ}12'06''$  WEST, A DISTANCE OF 2984.16 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 6300.00 FEET, A CENTRAL ANGLE OF  $19^{\circ}15'31''$ , A CHORD LENGTH OF 2107.63 FEET BEARING SOUTH  $75^{\circ}34'21''$  WEST, AN ARC DISTANCE OF 2117.59 FEET; THENCE RUN SOUTH  $65^{\circ}55'36''$  WEST, A DISTANCE OF 1652.64 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3246.20 FEET, A CENTRAL ANGLE OF  $29^{\circ}12'51''$ , A CHORD LENGTH OF 1637.32 FEET BEARING SOUTH  $80^{\circ}39'34''$  WEST, AN ARC DISTANCE OF 1655.19 FEET TO SAID EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE; THENCE RUN NORTHERLY AND EASTERLY ALONG SAID EXISTING SOUTH LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN NORTH  $33^{\circ}00'37''$  EAST, A DISTANCE OF 1712.40 FEET; THENCE RUN NORTH  $49^{\circ}19'48''$  WEST, A DISTANCE OF 197.16 FEET; THENCE RUN NORTH  $37^{\circ}39'28''$  EAST, A DISTANCE OF 198.45 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 626.20 FEET, A CENTRAL ANGLE OF  $27^{\circ}45'47''$ , A CHORD LENGTH OF 300.47 FEET BEARING NORTH  $60^{\circ}53'31''$  EAST, AN ARC DISTANCE OF 303.43 FEET; THENCE RUN NORTH  $84^{\circ}18'48''$  EAST NON-TANGENT TO SAID CURVE, A DISTANCE OF 327.32 FEET; THENCE RUN SOUTH  $00^{\circ}14'49''$  EAST, A DISTANCE OF 149.32 FEET; THENCE RUN NORTH  $89^{\circ}45'11''$  EAST, A DISTANCE OF 800.00 FEET; THENCE RUN NORTH  $00^{\circ}14'49''$  WEST, A DISTANCE OF 151.07 FEET; THENCE RUN NORTH  $88^{\circ}55'29''$  EAST, A DISTANCE OF 171.66 FEET; THENCE RUN SOUTH  $78^{\circ}17'59''$  EAST, A DISTANCE OF 1249.44 FEET; THENCE RUN NORTH  $77^{\circ}48'43''$  EAST, A DISTANCE OF 1328.70 FEET; THENCE RUN SOUTH  $83^{\circ}54'10''$  EAST, A DISTANCE OF 452.77 FEET; THENCE RUN SOUTH  $86^{\circ}43'21''$  EAST, A DISTANCE OF 651.25 FEET; THENCE RUN SOUTH  $73^{\circ}32'40''$  EAST, A DISTANCE OF 208.79 FEET; THENCE RUN NORTH  $89^{\circ}45'22''$  EAST, A DISTANCE OF 280.00 FEET; THENCE RUN NORTH  $42^{\circ}46'53''$  EAST, A DISTANCE OF 102.59 FEET; THENCE RUN NORTH  $89^{\circ}45'22''$  EAST, A DISTANCE OF 250.00 FEET; THENCE RUN NORTH  $85^{\circ}56'32''$  EAST, A DISTANCE OF 601.33 FEET; THENCE RUN NORTH  $81^{\circ}47'06''$  EAST, A DISTANCE OF 252.44 FEET; THENCE RUN NORTH  $89^{\circ}45'20''$  EAST, A DISTANCE OF 3343.66 FEET; THENCE RUN NORTH  $89^{\circ}44'52''$  EAST, A DISTANCE OF 5317.43 FEET TO SAID EAST LINE OF SECTION 35; THENCE RUN SOUTH  $00^{\circ}11'37''$  WEST, ALONG SAID EAST LINE, A DISTANCE OF 200.01 FEET FOR THE POINT OF BEGINNING;

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY OF THE ABOVE DESCRIBED RIGHT-OF-WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT-OF-WAY.



**EXHIBIT C**  
**Allowable Expenses**

**Allowable Expenses**

**1. PROFESSIONAL & TECHNICAL**

Legal/Fees/Permits

- Legal
- Title Policy
- Escrow Fees and Costs
- Recording/Govt. Fees
- Access Fees
- Connection Fees
- Inspection/Plan Check Fees
- Letter of Credit Fees
- Performance Bond Fees
- Permit Fees

Studies

- Environmental Studies/Engineering
- Topographic Studies
- Geotechnical Studies

Surveys

- Right-of-Way Surveys
- Pre-Construction Surveys
- Centerline Control
- Retention Pond Coordinates
- Other Surveys

Design Engineering

- Design Engineering
- Traffic Engineering
- Engineering Pre-Construction Services
- Civil Design
- Structural Design/Engineering/Inspection
- Soils Engineering
- Utility Design
- Geology
- Archaeological
- Landscape Architect
- Graphics/Sign Design
- Shop Drawings
- Other Engineering Design

Other Professional & Technical

Inspections  
Testing  
Other Professional & Technical

Other Pre-Construction Costs

Printing  
Bid Costs

2. **CONSTRUCTION**

Site Preparation

Mobilization  
Construction Layout  
Construction Trailer  
Extension of Power  
Soils Testing  
Mow & Disc R/W, ESMT, Ponds  
Clear & Grub R/W, ESMT, Ponds  
Muck Removal, Stockpile  
Pond Excavation, Dewatering  
Grading  
Pond Liners  
Purchase and Import of Fill  
Fine Grade R/W & ESMT  
Seed & Mulch R/W & ESMT  
Sod 4' Back of Curb  
Sod Outer Backslopes  
Sod Pond Banks  
Silt Fence, Turbidity Barriers, Erosion Control  
Water Monitoring/Turbidity Testing

Roadway

Curb & Gutter  
Median Curb  
Asphalt  
Soil Cement  
Stabilized Subbase  
Stabilize Under Curb  
Friction Course, Overlay  
Striping & Signage  
Concrete Sidewalk  
Maintenance of Traffic  
Guardrail  
Fences & Walls, Retaining Walls  
Tie to Existing Roadway  
Sleeves, Conduit  
Box Culverts for Wetland Crossings

Miscellaneous Intersection Improvements  
Underdrain  
Materials Testing

Bridges (Econ)

Storm Drainage

Reinforced Concrete Pipe  
Curb Inlet, Inlet Tops  
Drainage Control Structures, Skimmers  
Mitered End Sections, Splash Pads, Riprap, Geofabric  
Concrete Headwall  
Manhole, Manhole Tops  
Tie to Existing Structure  
Junction Boxes, Tops  
Other Storm Drainage Pipes  
Guardrail  
Dewatering  
Grates & Chains

Landscaping

Landscape Grading  
Irrigation/Sprinklers  
Planting (Grass, Trees, Plants)  
Pumps  
Electrical  
Other Landscaping

Traffic Signalization

Street Lighting

PVC Conduit  
Fixture Upgrades  
Concrete Pads or Bases  
Other

Environmental

Wetland Mitigation Costs, including the cost of off-site mitigation credits and  
the value of on-site conservation easements  
Wildlife Crossings  
Monitoring & Reporting Costs

Contingency

General & Administrative

Engineering Services During Construction

Construction Inspection Services  
Construction Supervision/Management (5%)  
As-Builts/Certifications  
Direct Job-Related G&A  
Other Requirements pursuant to Section 9.6.7 of the Development  
Agreement  
Other G&A

**EXHIBIT D**  
**Deed**

This instrument prepared by  
and return to:  
Lee Stuart Smith, Esq.  
HOLLAND & KNIGHT LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, Florida 32801

**RIGHT-OF-WAY DEED TO CITY OF ORLANDO**

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

**THIS INDENTURE**, made this day of \_\_\_\_\_, 20\_\_\_\_, by and between **MOSS PARK PROPERTIES, LLLP**, a Florida limited liability limited partnership (“**Grantor**”) and having its office and principal place of business at 311 West Oak Street, Kissimmee, Florida 39741 and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida, and its successors in interest (“**Grantee**”), whose Post Office address is Attn: Chief Administrative Office, 400 South Orange Avenue, Orlando, Florida 32801.

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the Grantee, and its successors in interest, for the purpose of a public right-of-way and purposes incidental thereto, all right, title, interest, claim or demand of the Grantor, in and to the following described land, situate, lying and being in the County of Orange, State of Florida, to-wit:

**See Attached Exhibit “A”**

SUBJECT TO (a) taxes and assessments accruing subsequent to December 31, 20\_\_\_\_, (b) all easements, encumbrances, restrictions and other matters of record, and (c) all applicable zoning and land use ordinances and other laws, ordinances and governmental regulations; however, this instrument shall not operate to reimpose any of the same.

It is the intention of the Grantor, by this instrument, to convey to the said Grantee, and its successors in interest, the land above described for use as a public right-of-way and for all purposes incidental thereto.

It is expressly provided that if and when said right-of-way shall be lawfully and permanently discontinued, the title to the said above described land shall immediately revert to the Grantor, its successors and assigns, and it or they shall have the right to immediately re-possess the same.

And the Grantor will defend the title to said land against the lawful claims of all persons whomsoever, claiming by, through and under the Grantor, but against none other. Except as provided herein, by the acceptance of the benefits of this deed, Grantee accepts the property conveyed hereby in its current "AS IS", "WHERE IS" conditions and "WITH ALL FAULTS", whether known, unknown, obvious or latent.

**IN WITNESS WHEREOF**, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Two Witnesses:

Grantor:

**MOSS PARK PROPERTIES, LLLP**, a  
Florida limited liability limited partnership

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

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

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

Title:\_\_\_\_\_

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

Dated:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ Moss Park Properties, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He/she [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_

Notary Public-State of Florida

Commission Number:\_\_\_\_\_

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA

\_\_\_\_\_  
City Clerk  
Print Name: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA

\_\_\_\_\_  
City Clerk  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Print Name: \_\_\_\_\_

City:

**CITY OF ORLANDO, FLORIDA**

BY THE MAYOR / MAYOR PRO TEMPORE

\_\_\_\_\_  
Mayor /Mayor Pro Tempore  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## **Exhibit "A" to Deed**

### **Dowden Road Right-of-Way**

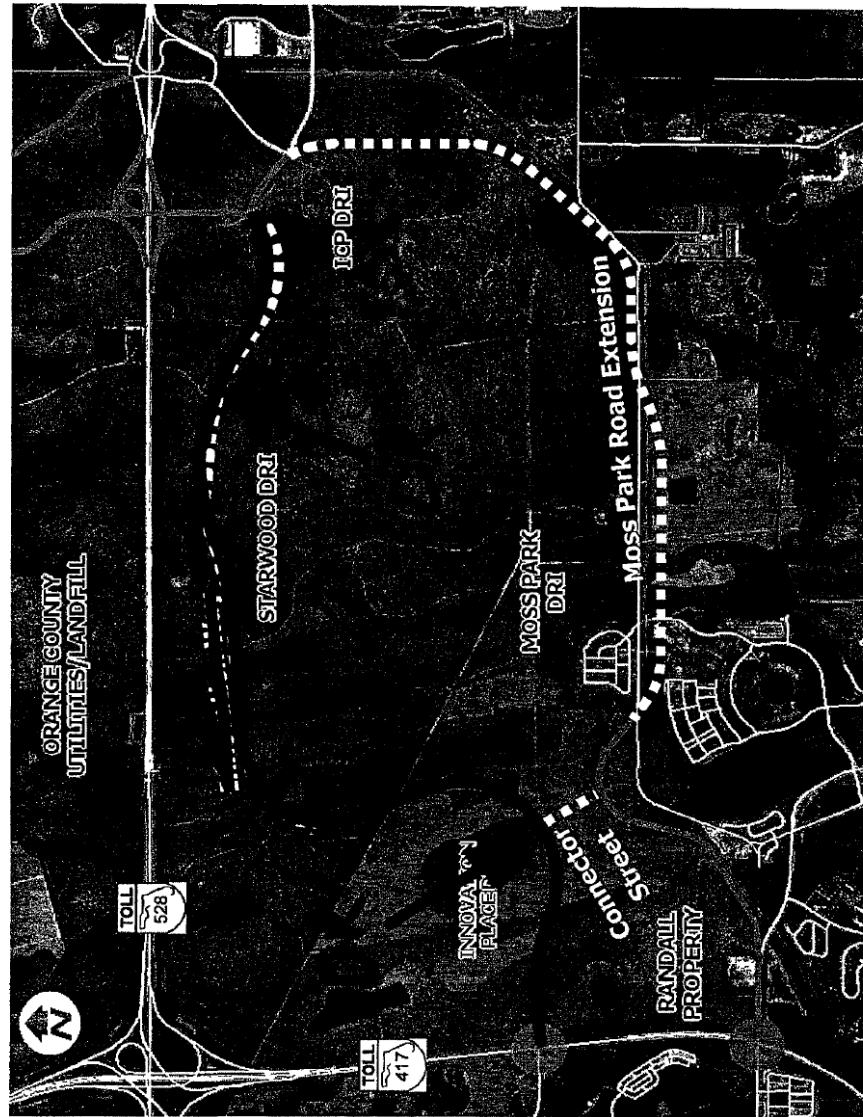
A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence run North 89°54'08" West, along the North line of said Section 4, a distance of 45.97 feet for the Point of Beginning; thence departing said North line, run South 22°12'36" East, a distance of 907.25 feet to a point of curvature of a curve, concave Westerly, having a radius of 1,637.50 feet and a central angle of 78°31'22"; thence run Southerly, along the arc of said curve, a distance of 2,244.17 feet to a point; thence run North 33°41'14" West, a distance of 125.0 feet to a point on a non-tangent curve, concave Westerly, having a radius of 1,512.50 feet; thence on a chord bearing of North 17°03'05" East and a chord distance of 1,914.40 feet, run Northerly, along the arc of said curve, a distance of 2,072.86 feet, through a central angle of 78°31'22", to the point of tangency thereof; thence run North 22°12'36" West, a distance of 1,103.32 feet to a point on the Northerly line of an existing Florida Power Corporation easement, as described and recorded in Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run South 61°17'20" East, along said Northerly line, a distance of 198.29 feet; thence departing said Northerly line, run South 22°12'36" East, a distance of 42.15 feet to the Point of Beginning.



**EXHIBIT E**  
**Dowden Road**

# Featured Road Projects



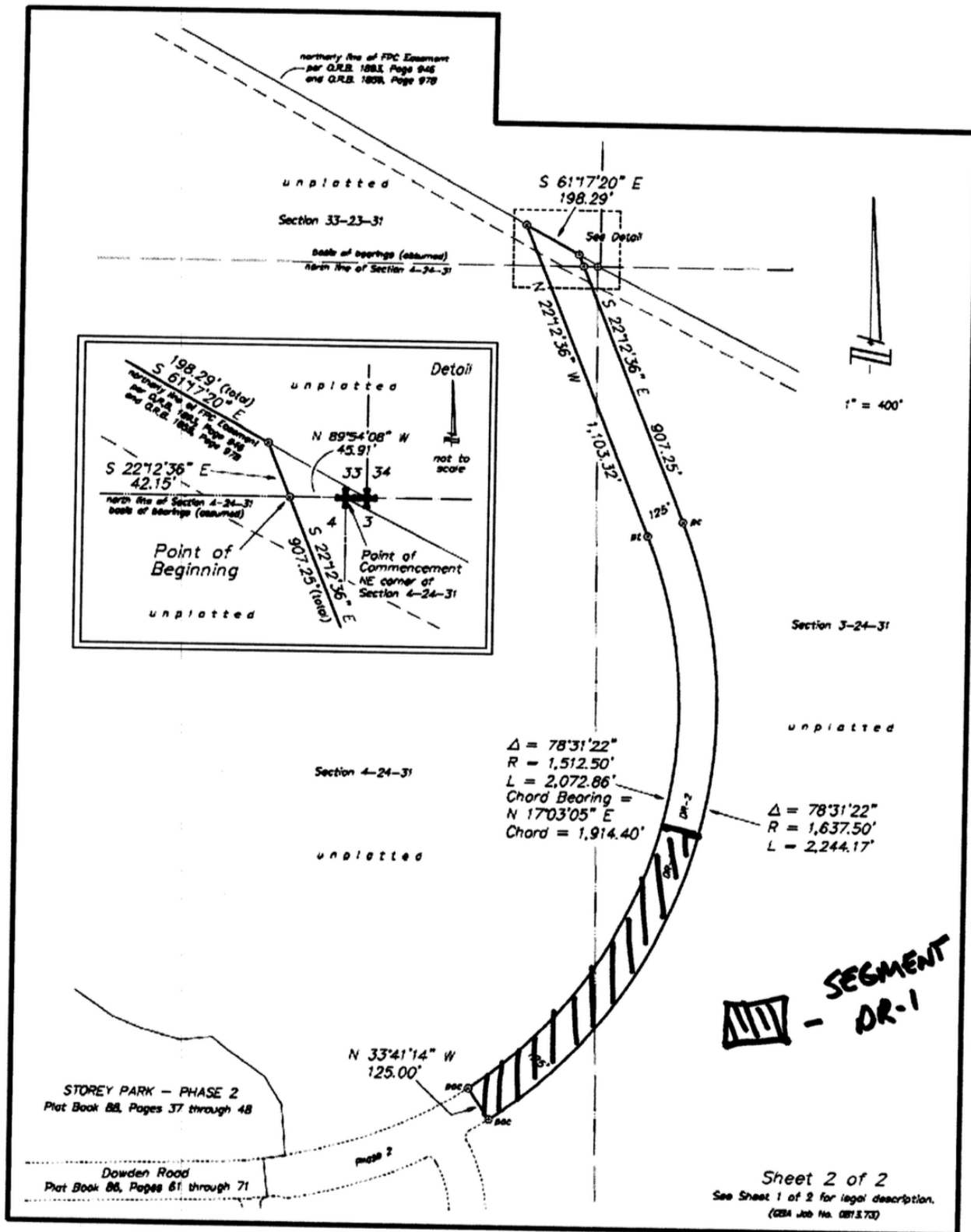
## **EXHIBIT F**

### **Road ROW**

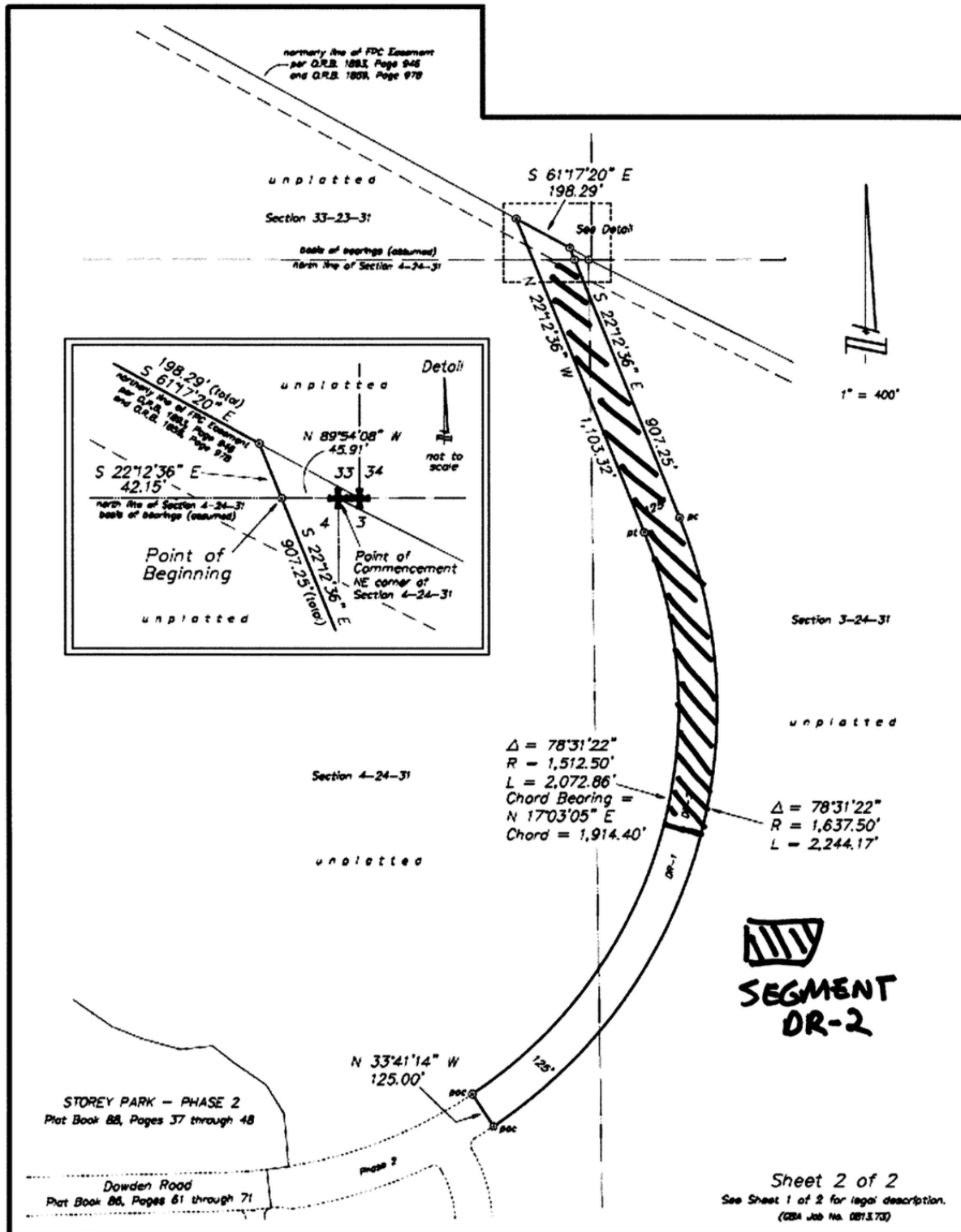
A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence run North 89°54'08" West, along the North line of said Section 4, a distance of 45.97 feet for the Point of Beginning; thence departing said North line, run South 22°12'36" East, a distance of 907.25 feet to a point of curvature of a curve, concave Westerly, having a radius of 1,637.50 feet and a central angle of 78°31'22"; thence run Southerly, along the arc of said curve, a distance of 2,244.17 feet to a point; thence run North 33°41'14" West, a distance of 125.0 feet to a point on a non-tangent curve, concave Westerly, having a radius of 1,512.50 feet; thence on a chord bearing of North 17°03'05" East and a chord distance of 1,914.40 feet, run Northerly, along the arc of said curve, a distance of 2,072.86 feet, through a central angle of 78°31'22", to the point of tangency thereof; thence run North 22°12'36" West, a distance of 1,103.32 feet to a point on the Northerly line of an existing Florida Power Corporation easement, as described and recorded in Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run South 61°17'20" East, along said Northerly line, a distance of 198.29 feet; thence departing said Northerly line, run South 22°12'36" East, a distance of 42.15 feet to the Point of Beginning.

**EXHIBIT G**



# EXHIBIT H



**EXHIBIT I**  
**Drainage Easement**

**This Instrument prepared by:**

Eric A. Castleson, Esq.  
GREENBERG TRAURIG, P.A.  
450 S. Orange Avenue, Suite 650  
Orlando, Florida 32801

**and after recording return to:**

Lee Stuart Smith, Esq.  
HOLLAND & KNIGHT LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, Florida 32801

**STORMWATER DRAINAGE AND RETENTION EASEMENT AGREEMENT**

THIS STORMWATER DRAINAGE AND RETENTION EASEMENT AGREEMENT (this “**Easement Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between **MOSS PARK PROPERTIES, LLLP**, a Florida limited liability limited partnership (“**Moss Park**”), whose address is 311 West Oak Street, Kissimmee, Florida 39741, and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”), whose address is 400 South Orange Avenue, Orlando, Florida 32801.

Background

A. Moss Park is the owner of the fee simple title to the real property located in the City of Orlando, Orange County, Florida, the legal description of which is attached hereto as **Exhibit “A”** (“**Easement Property**”);

B. Moss Park entered into that certain Right-of-Way, Conveyance and Construction Agreement dated \_\_\_\_\_, 2016 (“**ROW Agreement**”) by and between **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, **PAVE IT FORWARD SOUTH, LLC**, a Florida limited liability company, and the City which provides for the conveyance by Moss Park to City of certain property for right-of-way (and construction thereon of certain segments of Dowden Road) and the grant of certain easements to City including this Easement Agreement;

C. Pursuant to the ROW Agreement certain drainage lines, retention and detention ponds and related structures and improvements have been constructed within the Easement Property (collectively “**Related Drainage Facilities**”);

D. Pursuant to the terms of the ROW Agreement Moss Park has agreed to grant to City a perpetual, non-exclusive stormwater drainage and retention easement as more particularly described herein within the Easement Property and accordingly has executed and delivered this

Easement Agreement in favor of City.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Incorporation of Recitals.** The recitals and background information set forth above are hereby incorporated in and made a part of this Easement Agreement.

2. **Grant of Easement.** Subject to the terms and conditions hereof, Moss Park does hereby create, grant, convey and confirm unto City and its successors and assigns a non-exclusive, perpetual easement for the drainage, flowage, collection, retention, detention, storage, treatment, attenuation, transfer, conveyance, discharge, maintenance and general management of stormwater onto, upon, over, under, across and through the Easement Property. Moss Park further grants to City the right of access (including vehicular access) over and across the Easement Property as reasonably required by City to utilize the Easement Property for the purposes herein including but not limited to maintenance, repair and replacement of the Related Drainage Facilities. Moss Park hereby reserves unto itself, and its successors and assigns, the right to use the Easement Property at any and all times for any and all purposes which do not unreasonably interfere with the rights granted to City herein, and the right to relocate the Easement Property to another mutually agreed upon easement area, provided that any such relocation shall not materially and adversely impact City's use thereof and provided that all costs associated with such relocation shall be the responsibility of Moss Park.

3. **Duration of Easement.** The easement created by this Easement Agreement shall be perpetual.

4. **Use of Easement.** Subject to the terms hereof, the easement created, granted, conveyed and confirmed in this Easement Agreement shall be used by City, its successors and assigns for the purpose of allowing drainage, flowage, collection, retention, detention, storage, treatment, attenuation, transfer, conveyance, discharge, maintenance and general management of stormwater drainage runoff from Dowden Road through and into the Related Drainage Facilities together with the full right to utilize any Related Drainage Facilities that may be constructed within the Easement Property. All use by City within the Easement Property pursuant to this Easement Agreement shall be in accordance with all applicable permits and approvals and in compliance with all applicable laws and regulations. Any alterations, additions or modifications to the Related Drainage Facilities shall be subject to Moss Park's prior approval, which shall not be unreasonably withheld, conditioned or delayed. City shall not unreasonably interfere with Moss Park's operation and use of Moss Park's property. City shall, at its sole cost, (i) repair any damage caused by City and (ii) restore Moss Park's property to a condition that existed prior to such damage or use by the City hereunder, as applicable, subject to any permanent Improvements installed. Except for the Related Drainage Facilities, City shall not construct or install any other improvements, facilities or structures on the Easement Property without Moss Park's prior written consent, which consent Moss Park may withhold in its sole and absolute discretion.

5. **Maintenance.**

a. Initial Maintenance Responsibilities. So long as the Easement Property is used only to accommodate drainage flows from segments of Dowden Road, the Easement Property will be maintained, in its entirety by the City, at its sole cost. Notwithstanding the foregoing, Moss Park or a duly formed CDD or POA shall have the right, but not the obligation, to enter into, upon, and across the Easement Property for the purpose of inspecting, maintaining, repairing, and replacing any portion of the Related Drainage Facilities which the City fails to maintain at a standard sufficient to comply with all applicable permits. Except in the case of a bona fide emergency, Moss Park, the CDD or POA, as applicable, shall give the City not less than ten (10) business days' prior notice of its intent to maintain, repair and/or replace a portion of the Related Drainage Facilities. The notice shall specify with particularity the deficiency causing the need for the action which Moss Park, the CDD or POA proposes to take, and shall give the City a reasonable time (to be stated in the notice) in which to take curative measures. If the City fails to take curative measures within the time stated in the notice or fails to diligently pursue the curative measures to completion, and if Moss Park, the CDD or POA thereafter maintains, repairs and/or replaces any portion of the Related Drainage Facilities at a standard sufficient to comply with all applicable permits, the City shall reimburse Moss Park, the CDD or POA, as applicable, for the costs incurred by Moss Park, the CDD or POA in doing so, within thirty (30) days after receipt of written demand therefor. Such amounts which remain unpaid after being due shall accrue interest thereon from the date of written demand until paid at the rate of interest equal to six percent (6%) per annum ("**Stated Interest Rate**").

b. Subsequent Maintenance Responsibilities. Once a final plat is recorded for any property which will be benefitted by the Related Drainage Facilities then Moss Park or other owner of such property, their successors or assigns shall assume, at its expense, all maintenance activities of the Related Drainage Facilities on that portion of the Easement Property located within the particular property which has been platted, unless a CDD or POA has been formed and given the responsibility for maintaining the Related Drainage Facilities. It is the parties' intent that the owner or owners of property or a duly formed CDD or POA shall eventually have full maintenance responsibility for those portions of the Easement Property and Related Drainage Facilities and all the Easement Property and Related Drainage Facilities located within the boundaries of their respective properties and that the City shall not have any maintenance responsibilities for any portion of the Easement Property or Related Drainage Facilities or any drainage easement areas, whether located within public rights-of-way or on private property, which receive post-development drainage flows from private properties. The City, however, shall have the right to enter into, upon, and across the Easement Property for the purposes of inspecting, maintaining, repairing, and replacing any portion of the Related Drainage Facilities which the property owner fails to maintain at a standard sufficient to comply with all applicable permits. Except in the case of a bona fide emergency, the City shall give the applicable property owner, the CDD or POA not less than ten (10) business days' prior notice of the City's intent to maintain, repair and/or replace a portion of the Related Drainage Facilities. The notice shall specify with particularity the deficiency causing the need for the action which the City proposes to take, and shall give the property owner a reasonable time (to be stated in the notice) in which to undertake curative measures. If the property owner or the CDD or POA, as applicable, fails to undertake curative measures within the time stated in the notice or fails to diligently pursue the curative measures to completion, and if the City thereafter maintains, repairs and/or replaces any portion of the Related Drainage Facilities or drainage facilities located within any other drainage easement area necessary to maintain the Related Drainage Facilities at a standard sufficient to comply with all applicable

permits, the applicable property owner, CDD or POA shall reimburse the City for the cost incurred by the City in doing so, within thirty (30) days after receipt of written demand therefor. Such amounts which remain unpaid after being due shall accrue interest thereon at the Stated Interest Rate from the date of written demand until paid.

6. **Construction Liens.** No rights granted herein shall permit or empower City to encumber the Easement Property or any part of Moss Park's property with liens arising from the maintenance or repair of the Related Drainage Facilities. City shall not suffer nor permit any such construction lien to be placed upon or against the Easement Property or Moss Park's property and, in case of any such construction lien attaching, shall immediately pay and remove or bond off same. If City causes or allows any such liens to be placed upon the Easement Property or Moss Park's property and fails to pay and remove or bond off same within fifteen (15) days of receiving notice of the lien, in addition to Moss Park's rights or remedies Moss Park may have hereunder, Moss Park shall have the right to satisfy the lien and be reimbursed by City for any and all sums paid, including interest at the highest rate allowed by Florida law accruing from the date of payment and all reasonable costs and expenses (including, without limitation reasonable attorneys' fees at all levels and costs) incurred by Moss Park in connection therewith. Nothing in this Agreement is intended or shall be construed as Moss Park having agreed to subject any of their property or premises to liability under any mechanic's or other similar lien law.

7. **Breach.** If either party breaches this Easement Agreement ("**Breaching Party**"), then the other party ("**Notifying Party**") may deliver written notice of the same to the Breaching Party, specifying the breach. If the Breaching Party fails to properly perform such obligations for a period of twenty (20) days after delivery of such written notice, then the Notifying Party may exercise any and all other rights or remedies afforded by applicable law, by this Easement Agreement, as Notifying Party shall deem appropriate, at law, in equity, or otherwise, including, without limitation, the right to bring suit or other proceeding, either for specific performance of any covenant or condition in this Easement Agreement, or in aid of the exercise of any right or remedy granted to Notifying Party in this Easement Agreement. All rights and remedies available to the Notifying Party under this Easement Agreement shall be nonexclusive, separate, distinct and cumulative and in addition to all other rights and remedies granted to the Notifying Party at law or in equity, whether or not the Notifying Party shall have instituted any action in connection with this Easement Agreement. Every right or remedy given by this Easement Agreement may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Notifying Party. This paragraph shall survive the expiration or termination of this Easement Agreement.

8. **Covenant Running with the Land.** The easement hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, any subsequent owners of all or any part of the Easement Property and all persons claiming under them.

9. **Notices.** Any notice, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand, courier or overnight courier, or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth in the initial paragraph of this Easement Agreement. Notice shall be deemed given upon actual receipt. Either party may designate a



change of address by written notice to the other given at least ten (10) days before such change of address is to become effective.

10. **Binding Effect.** In the event Moss Park shall convey, transfer, assign, or otherwise dispose of all its right, title, and interest in the Easement Property, as the case may be, Moss Park will thereupon be released and discharged from any and all further liabilities and obligations for the breach of any covenant or agreement herein (except those covenants and agreements or the performance thereof first arising prior to such conveyance, transfer, assignment, or other disposition), and, except as herein expressly provided, such liabilities and obligations thereafter arising shall be binding upon the successor-in-title to Moss Park.

11. **Governing Laws.** This Easement Agreement shall be governed by and construed under the laws of the State of Florida.

12. **Counterpart Execution.** This Easement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

13. **Attorneys' Fees and Legal Expenses.** Should either party hereto incur any costs or fees to enforce its rights hereunder including institution of any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Easement Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable attorneys' fees and costs through all appellate levels and in bankruptcy.

14. **Construction of Agreement.** The section headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement or any part hereof. Where the sense of this Easement Agreement 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.

15. **No Common Ownership.** Notwithstanding anything herein set forth, the parties expressly negate any construction of this Easement Agreement which implies the joint or common ownership of the Related Drainage Facilities or which implies the creation, establishment or existence of any partnership, joint venture or other such scheme of common ownership or common operation of the respective properties.

16. **Severability.** If any term, covenant, or condition of this Easement Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Easement Agreement, shall not be affected thereby, and the remainder of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **No Waiver.** The failure of any party to exercise any right created hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Easement Agreement at any future time.

18. **Indemnification; Insurance.** City, to the extent permitted by Florida Statute 768.28, agrees to indemnify, defend and hold harmless Moss Park from and against any and all claims, demands, actions, judgments, injuries, damages, costs, and expenses, including attorney's fees, directly or indirectly, arising or resulting from or related to (a) City or City's employees', agents', and contractors' use of the Easement Property or activities thereon, (b) nonpayment for services rendered to City (including, without limitation, any construction liens resulting therefrom), (c) any acts or omissions of City or City's agents, contractors, consultants, and employees related to or arising out of the matters set forth in this Agreement, and (d) any breach of this Easement Agreement by City. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of damage, illness or injury (including death) to person or property caused by or sustained in connection with City's use pursuant to this Easement Agreement. However, nothing contained herein shall be construed to waive or modify the provisions of Florida Statute 768.29 or the doctrine of sovereign immunity as to any party hereto. In addition, nothing contained herein shall be construed as consent by the City to be sued by third parties in any manner arising from this grant of easement, or as a waiver of sovereign immunity. City shall maintain customary insurance coverage in connection with City's use hereunder. Moss Park shall be named as additional insured on City's liability insurance in such amount as is reasonably required by Moss Park and City shall keep such insurance in full force while this Easement Agreement is in effect. Written evidence of such insurance shall be provided by City to Moss Park on or prior to the date of this Easement Agreement and, thereafter, on or prior to each anniversary of the date of this Easement Agreement. City's indemnity obligations under this Section shall survive the expiration or earlier termination of this Easement Agreement.

*[Remainder of page intentionally left blank. Signature page(s) to follow.]*

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Easement Agreement under seal as of the day and year first above written.

Moss Park:

**MOSS PARK PROPERTIES, LLLP**, a  
Florida limited liability limited partnership

Two Witnesses:

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

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA

City:

**CITY OF ORLANDO, FLORIDA**

BY THE MAYOR / MAYOR PRO TEMPORE

\_\_\_\_\_  
City Clerk  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Mayor /Mayor Pro Tempore  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA

\_\_\_\_\_  
City Clerk  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ Moss Park Properties, LLLP, a Florida limited liability limited partnership, on behalf of the Partnership. He/she who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, and \_\_\_\_\_, to me known as the \_\_\_\_\_ and the \_\_\_\_\_, respectively, of the City of Orlando who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

## **EXHIBIT A**

### **Easement Property**

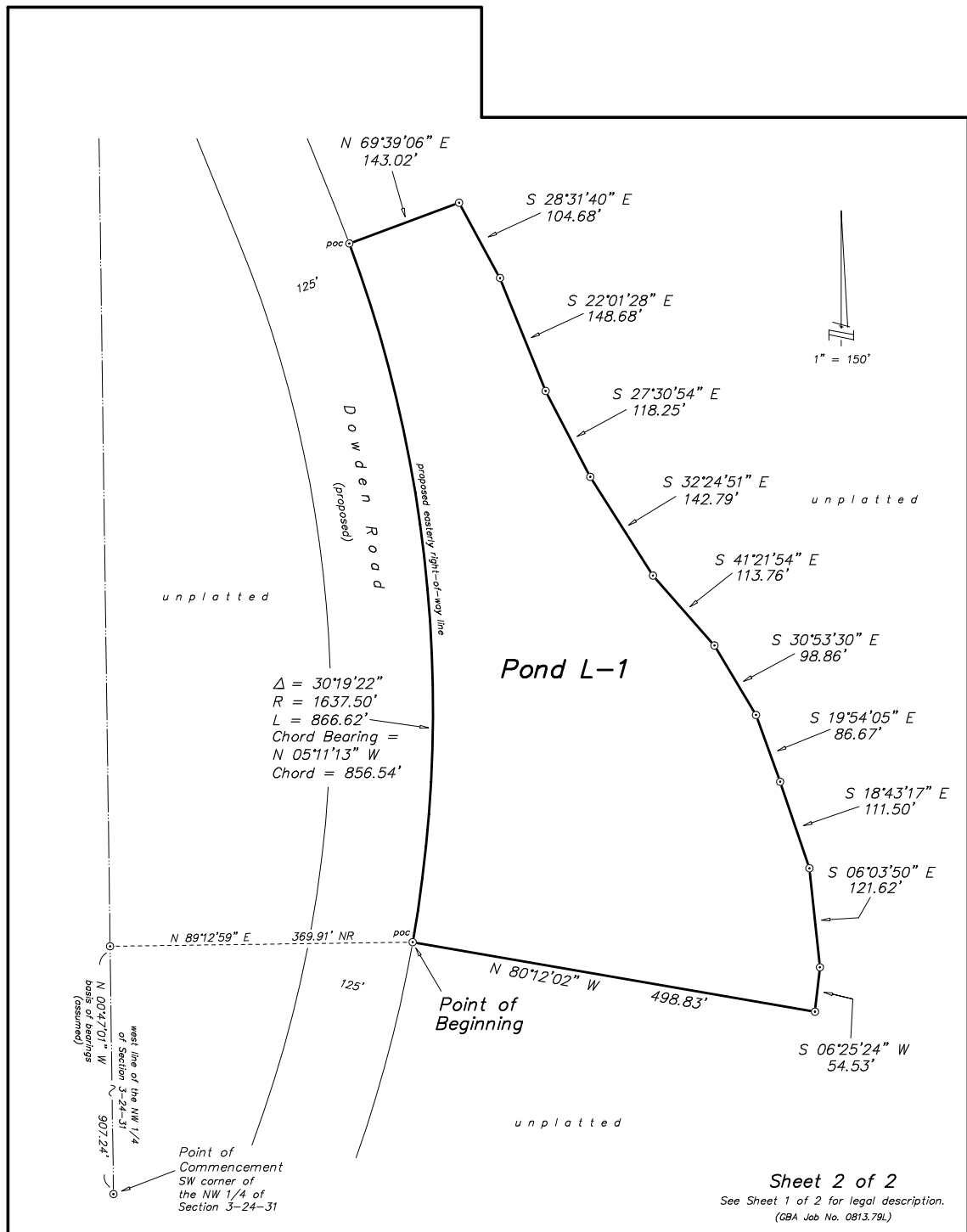
*Commence at the southwest corner of the Northwest 1/4 of said Section 3; thence run N 00°47'01" W, along the west line thereof, a distance of 907.24 feet; thence, departing said west line, run N 89°12'59" E, a distance of 369.91 feet to a point on the proposed easterly right-of-way line of Dowden Road; said point being a point on a non-tangent curve, concave westerly, having a radius of 1,637.50 feet; thence, on a chord bearing of N 05°11'13" W and a chord distance of 856.54 feet, run northerly, along said proposed easterly right-of-way line and along the arc of said curve, a distance of 866.62 feet, through a central angle of 30°19'22" to a point; thence, departing said proposed easterly right-of-way line, run N 69°39'06" E, a distance of 143.02 feet; thence run S 28°31'40" E, a distance of 104.68 feet; thence run S 22°01'28" E, a distance of 148.68 feet; thence run S 27°30'54" E, a distance of 118.25 feet; thence run S 32°24'51" E, a distance of 142.79 feet; thence run S 41°21'54" E, a distance of 113.76 feet; thence run S 30°53'30" E, a distance of 98.86 feet; thence run S 19°54'05" E, a distance of 86.67 feet; thence run S 18°43'17" E, a distance of 111.50 feet; thence run S 06°03'50" E, a distance of 121.62 feet; thence run S 06°25'24" W, a distance of 54.53 feet; thence run N 80°12'02" W, a distance of 498.83 feet to the POINT OF BEGINNING.*

*Containing 6.64 acres, more or less.*

**EXHIBIT J**  
**Description/Depiction of Drainage Easement**

*Commence at the southwest corner of the Northwest 1/4 of said Section 3; thence run N 00°47'01" W, along the west line thereof, a distance of 907.24 feet; thence, departing said west line, run N 89°12'59" E, a distance of 369.91 feet to a point on the proposed easterly right-of-way line of Dowden Road; said point being a point on a non-tangent curve, concave westerly, having a radius of 1,637.50 feet; thence, on a chord bearing of N 05°11'13" W and a chord distance of 856.54 feet, run northerly, along said proposed easterly right-of-way line and along the arc of said curve, a distance of 866.62 feet, through a central angle of 30°19'22" to a point; thence, departing said proposed easterly right-of-way line, run N 69°39'06" E, a distance of 143.02 feet; thence run S 28°31'40" E, a distance of 104.68 feet; thence run S 22°01'28" E, a distance of 148.68 feet; thence run S 27°30'54" E, a distance of 118.25 feet; thence run S 32°24'51" E, a distance of 142.79 feet; thence run S 41°21'54" E, a distance of 113.76 feet; thence run S 30°53'30" E, a distance of 98.86 feet; thence run S 19°54'05" E, a distance of 86.67 feet; thence run S 18°43'17" E, a distance of 111.50 feet; thence run S 06°03'50" E, a distance of 121.62 feet; thence run S 06°25'24" W, a distance of 54.53 feet; thence run N 80°12'02" W, a distance of 498.83 feet to the POINT OF BEGINNING.*

*Containing 6.64 acres, more or less.*



## EXHIBIT K

This instrument prepared by  
and return to:  
Lee Stuart Smith, Esq.  
HOLLAND & KNIGHT LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, Florida 32801

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and among **MOSS PARK PROPERTIES, LLLP**, a Florida limited liability limited partnership (“**Grantor**”), whose address is 311 West Oak Street, Kissimmee, Florida 39741 and **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company (“**BSR**”), whose address is 189 S. Orange Avenue, Suite 1110S, Orlando, Florida 32801 and **PAVE IT FORWARD SOUTH, LLC**, a Florida limited liability company (“**Road Construction Manager**”), whose address is 189 S. Orange Avenue, Suite 1110S, Orlando, Florida 32801 (BSR and Road Construction Manger are collectively, the “**Grantee**”).

#### Recitals

A. Grantor is the fee simple owner of certain real property situate in Orange County, Florida and more particularly described in **Exhibit “A”** attached to and incorporated in this Agreement (the “**Easement Property**”).

B. BSR is the fee simple owner of certain real property situate in Orange County, Florida and more particularly described in **Exhibit “B”** attached to and incorporated in this Agreement (the “**Grantee’s Property**”).

C. Pursuant to that certain Right-of-Way Conveyance and Construction Agreement by and among Grantor, Grantee, and City of Orlando (“**City**”) recorded \_\_\_\_\_, as Document Number \_\_\_\_\_, of the Public Records of Orange County, Florida, (the “**ROW Agreement**”), Grantor has agreed to deed to City certain road right-of-way (“**Road ROW**”) and grant City certain perpetual easements for drainage, utilities, sidewalks and ancillary uses (“**Perpetual Easements**”). Grantee has agreed to construct a portion of Dowden Road within the Road ROW and related drainage improvements within the Perpetual Easements (collectively, the “**ROW Improvements**”) upon certain portions of the Easement Property.

D. City, Grantor and Grantee have agreed that Grantee will construct the ROW Improvements, and, pursuant to the ROW Agreement, Grantor has agreed to grant a temporary construction easement to Grantee to facilitate Grantee’s construction of the ROW Improvements and temporary access to Grantee’s Property.



E. Grantee may retain a contractor (“**Contractor**”) to construct the ROW Improvements, and Grantor has agreed to allow Grantee and the Contractor access onto the Easement Property to perform the construction of the ROW Improvements subject to the terms and conditions set forth in this Agreement.

F. The parties further desire to set forth their mutual agreement as to the various rights and responsibilities in connection with the temporary construction easement described herein,

For and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated into this Agreement.

2. Grant of Temporary Construction Easement. Grantor hereby grants to Grantee a non-exclusive temporary easement over, upon, and across the Easement Property for the purposes hereinafter stated (the “**Easement**”), all subject to the terms, conditions, and limitations set forth herein.

3. Use of Easement Property. Grantee’s use of the Easement Property shall be for the purpose of Grantee, through itself, its agents, contractors, consultants, and employees performing such activities on the Easement Property as Grantee may deem reasonably necessary in connection with the design, engineering, and construction of the ROW Improvements on the Road ROW and within the Perpetual Easements including but not limited to staging, storage of machinery and materials and for access to the Road ROW, Perpetual Easements and to Grantee’s Property.

4. Non-Exclusive Rights. The Easement is non-exclusive and is subject to all matters of record, and Grantor reserves to itself, its successors and assigns, the non-exclusive right to use, pass and repass over and upon the Easement Property. Each party shall use the rights granted and reserved by this Agreement with due regard to the rights of the other party to use and enjoy the Easement Property. Grantor shall have the right to use the Easement Property, or any portion thereof, for any purpose not inconsistent with, but such use will not unreasonably interfere with the Grantee’s use thereof pursuant to this Agreement.

5. Termination. This Agreement shall automatically terminate upon the earlier to occur of (i) thirty (30) days after the City has issued certificates of completion and accepted the ROW Improvements and (ii) the termination of the ROW Agreement. Upon such termination, Grantor shall have the unilateral right, without notice to or approval from Grantee or any other party, to record a termination of the Easement and this Agreement in Grantor’s name and without joinder by Grantee or any other party in the Public Records of Orange County, Florida.

6. Restoration. Grantee shall, at its sole cost and expense, restore any existing improvements on the property owned by Grantor which may be damaged by Grantee, or its agents, contractors, consultants, and employees incident to the construction of the ROW Improvements to a condition which approximates as closely as is reasonably practicable the condition of said existing improvements prior to being damaged by Grantee. Grantee shall promptly remove any

temporary improvements placed by Grantee within the Easement Property, except for any permanent improvements required to be installed as part of the ROW Improvements, and Grantee shall leave the Easement Property in a clean and neat condition, including without limitation, grading the disturbed areas of Grantor's property so as to be uniform in appearance with the adjacent areas, by or before termination of this Agreement.

7. Indemnification. Grantee agrees to indemnify, defend, save, and hold harmless Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trial, or upon any appellate level), directly or indirectly arising out of or resulting from (a) the Grantee's use of the Easement Property or from the exercise by Grantee of any rights granted by this Agreement, (b) nonpayment for services rendered to Grantee (including, without limitation, any construction liens resulting therefrom), (c) any acts or omissions of Grantee or Grantee's agents, contractors, consultants, and employees related to or arising out of the matters set forth in this Agreement, and (d) any breach of this Agreement by Grantee. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of damage, illness or injury (including death) to person or property caused by or sustained in connection with Grantee's performance of this Agreement. Grantee's obligations under this Section shall survive the expiration or earlier termination of the Easement or this Agreement.

8. Insurance. Grantee agrees that Grantee and Contractor shall, prior to commencing any activities within the Easement Property, each keep and maintain at their sole costs and expense, commercial general liability insurance on an "occurrence based" form covering all operations by or on behalf of Grantee and the Contractor, which shall include the minimum limits of liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) each occurrence for bodily injury and property damage and Two Million and 00/100 Dollars (\$2,000,000.00) aggregate. In addition, during the term of this Agreement, the Contractor must keep and maintain umbrella excess liability coverage (on an "occurrence based" form) in the amount of at least Three Million and 00/100 Dollars (\$3,000,000.00) over the primary insurance. In addition, Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Florida for all workmen injured in the scope of employment; and Contractor agrees to keep said policy, or policies, in full force and effect throughout the term of this Agreement. Grantee and Contractor shall use commercially reasonable efforts to have all insurance policies endorsed with Waiver of Subrogation endorsements which waive the carrier's right of subrogation with respect to Grantor and Indemnities (defined below). All owned, hired or leased vehicles used on the construction project shall be covered. Grantee and Contractor shall also keep and maintain at their sole cost automobile liability insurance policy which shall include at least combined single limit of \$2,000,000 each accident, for bodily injury and property damage liability. This limit may include umbrella or excess liability insurance. Each insurance policy obtained by Grantee and Contractor in this matter will state that such insurance is primary and that any insurance maintained by Grantor is excess and non-contributory. Grantor will be named as additional insured on the liability policies. Prior to the commencement of the work and thereafter upon ten (10) days' written request by Grantee, Grantee or Contractor will deliver to Grantor a certificate of insurance (in form and substance reasonably acceptable to Grantor) for all insurance required to be carried by Contractor.

9. Performance of Work; Construction Liens. All work performed by Grantee pursuant to this Agreement shall: (a) comply with all applicable laws and all permits, approvals, codes and requirements of applicable governmental authorities, (b) be performed in a safe and workmanlike manner, and (c) be paid for in a timely manner and lien-free. Grantee, at Grantee's expense, shall obtain all governmental permits and approvals required for the design, engineering, and construction of the ROW Improvements. No rights granted herein shall permit or empower Grantee to encumber the Easement Property or any part of the Grantor's property with liens arising from the construction, maintenance or repair of the ROW Improvements. Grantee shall not suffer nor permit any such construction lien to be placed upon or against the Easement Property or the Grantor's property and, in case of any such construction lien attaching, shall immediately pay and remove or bond off same. If Grantee causes or allows any such liens to be placed upon the Easement Property or the Grantor's property and fails to pay and remove or bond off same within fifteen (15) days of receiving notice of the lien, in addition to Grantor's rights or remedies Grantor may have hereunder, Grantor shall have the right to satisfy the lien and be reimbursed by Grantee for any and all sums paid, including interest at the highest rate allowed by Florida law accruing from the date of payment and all reasonable costs and expenses incurred by Grantor in connection therewith. Nothing in this Agreement is intended or shall be construed as Grantor having agreed to subject any of their property or premises to liability under any mechanic's or other similar lien law.

10. No Gift or Dedication to Public Use. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Property to the general public or for any public use or purpose whatsoever, it being the intention of the parties that this Agreement is for the exclusive benefit of the parties and their respective permitted users as described in Section 2 above, and that nothing in this Agreement express or implied, shall create a public right of way across the Easement Property or confer on any person or the general public, other than the permitted users as described in Section 2 above, any rights or remedies under or by reason of this Agreement.

11. Breach. If either party fails to properly and timely perform its obligations as required under this Agreement or otherwise breaches this Agreement ("**Breaching Party**"), then the other party ("**Notifying Party**") may deliver written notice of the same to the Breaching Party, specifying the breach. If the Breaching Party fails to properly perform such obligations for a period of twenty (20) days after delivery of such written notice, then the Notifying Party may exercise any and all other rights or remedies afforded by applicable law, by this Agreement, as Notifying Party shall deem appropriate, at law, in equity, or otherwise, including, without limitation, the right to bring suit or other proceeding, either for specific performance of any covenant or condition in this Agreement, or in aid of the exercise of any right or remedy granted to Notifying Party in this Agreement, however, notwithstanding the foregoing, in no event will Grantor have the right to terminate this Agreement unless Grantor has terminated the ROW Agreement, as permitted by the ROW Agreement. All rights and remedies available to the Notifying Party under this Agreement shall be nonexclusive, separate, distinct and cumulative and in addition to all other rights and remedies granted to the Notifying Party at law or in equity, whether or not the Notifying Party shall have instituted any action in connection with this Agreement. Every right or remedy given by this Agreement may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Notifying Party. This paragraph shall survive the expiration or termination of this Agreement.

12. Notices. All notices given and received pursuant to this Agreement shall be deemed to have been given and received if properly addressed and (i) if delivered by hand, on the date of delivery or on the date delivery was refused by the addressee, (ii) if delivered by overnight courier, on the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee), or (iii) if mailed by registered or certified United States Mail, postage prepaid, return receipt requested, three (3) business days after deposited in the mail (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee). Counsel named above for a party may give notices for that party with the same force and effect *as* if given by the party.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Easement Property and the Grantee's Property.

14. Attorneys' Fees and Costs. In the event of any dispute concerning the interpretation or enforcement of this Agreement, the substantially prevailing party in any such dispute shall be entitled to recover from the substantially non-prevailing party all costs and expenses incurred in connection therewith, including reasonable attorneys' fees, paralegals' fees, and expenses incurred, including those incurred in connection with all bankruptcy and probate proceedings.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida. Venue for any action arising hereunder shall lie exclusively in the state courts of Orange County, Florida.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement.

17. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Agreement, shall not be affected thereby, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Third Parties. This Agreement is not intended to, and shall not, create any rights in, nor confer any benefits upon, anyone other than the parties hereto, their respective successors and assigns, and the successors in title in and to the properties referenced herein.

19. No Waiver. The failure of any party to exercise any right created hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Agreement at any future time.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties have executed this Temporary Construction Easement Agreement on the day and year first written above.

Two Witnesses:

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

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

Moss Park:

**MOSS PARK PROPERTIES, LLLP**, a  
Florida limited liability limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

Two Witnesses:

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

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

BSR:

**BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company

By: Land Innovations, LLC, a Florida  
limited liability company, Manager

By: Primo Land, LLC, a Florida  
limited liability company,  
Manager

By: \_\_\_\_\_  
Jay A. Thompson, Manager  
Dated: \_\_\_\_\_

Two Witnesses:

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

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

Road Construction Manager:

**PAVE IT FORWARD SOUTH, LLC**, a  
Florida limited liability company

By: \_\_\_\_\_  
Jay A. Thompson, Manager  
Dated: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ Moss Park Properties, LLLP, a Florida limited liability limited partnership, on behalf of said partnership. He/she who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jay A. Thompson, Manager of Primo Land, LLC, a Florida limited liability company, Manager of Land Innovations, LLC, a Florida limited liability company, Manager of Beachline South Residential, LLC, a Florida limited liability company, on behalf of said company. He who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jay A. Thompson, as Manager Pave It Forward South, LLC, a Florida limited liability company, on behalf of said company. He who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

## **EXHIBIT "A"**

### **Easement Property**

#### **Dowden Road Right of Way**

A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence run North 89°54'08" West, along the North line of said Section 4, a distance of 45.97 feet for the Point of Beginning; thence departing said North line, run South 22°12'36" East, a distance of 907.25 feet to a point of curvature of a curve, concave Westerly, having a radius of 1,637.50 feet and a central angle of 78°31'22"; thence run Southerly, along the arc of said curve, a distance of 2,244.17 feet to a point; thence run North 33°41'14" West, a distance of 125.0 feet to a point on a non-tangent curve, concave Westerly, having a radius of 1,512.50 feet; thence on a chord bearing of North 17°03'05" East and a chord distance of 1,914.40 feet, run Northerly, along the arc of said curve, a distance of 2,072.86 feet, through a central angle of 78°31'22", to the point of tangency thereof; thence run North 22°12'36" West, a distance of 1,103.32 feet to a point on the Northerly line of an existing Florida Power Corporation easement, as described and recorded in Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run South 61°17'20" East, along said Northerly line, a distance of 198.29 feet; thence departing said Northerly line, run South 22°12'36" East, a distance of 42.15 feet to the Point of Beginning.

Together with

#### **Starwood Access**

*A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, A PORTION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 31 EAST AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 23 EAST, ALL IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE S61°17'20"E, A DISTANCE OF 5092.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S61°17'20"E, A DISTANCE OF 60.00 FEET; THENCE S28°42'40"W, A DISTANCE OF 137.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 84°51'19", A CHORD BEARING OF S13°43'00"E AND A CHORD DISTANCE OF 371.06 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 407.28 FEET TO THE POINT OF TANGENCY; THENCE S56°08'39"E, A DISTANCE OF 992.22 FEET; THENCE S22°12'36"E, A DISTANCE OF 107.48 FEET; THENCE N56°08'39"W, A DISTANCE OF 1081.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 84°51'19", A CHORD BEARING OF N13°43'00"W AND A CHORD DISTANCE OF 452.02 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 496.14 FEET TO THE POINT OF TANGENCY; THENCE N28°42'40"E, A DISTANCE OF 137.42 FEET TO THE POINT OF BEGINNING.*

*CONTAINING: 97,556 SQUARE FEET OR 2.240 ACRES, MORE OR LESS.*

Together with

#### **Drainage Easement Property**



*Commence at the southwest corner of the Northwest 1/4 of said Section 3; thence run N 00°47'01" W, along the west line thereof, a distance of 907.24 feet; thence, departing said west line, run N 89°12'59" E, a distance of 369.91 feet to a point on the proposed easterly right-of-way line of Dowden Road; said point being a point on a non-tangent curve, concave westerly, having a radius of 1,637.50 feet; thence, on a chord bearing of N 05°11'13" W and a chord distance of 856.54 feet, run northerly, along said proposed easterly right-of-way line and along the arc of said curve, a distance of 866.62 feet, through a central angle of 30°19'22" to a point; thence, departing said proposed easterly right-of-way line, run N 69°39'06" E, a distance of 143.02 feet; thence run S 28°31'40" E, a distance of 104.68 feet; thence run S 22°01'28" E, a distance of 148.68 feet; thence run S 27°30'54" E, a distance of 118.25 feet; thence run S 32°24'51" E, a distance of 142.79 feet; thence run S 41°21'54" E, a distance of 113.76 feet; thence run S 30°53'30" E, a distance of 98.86 feet; thence run S 19°54'05" E, a distance of 86.67 feet; thence run S 18°43'17" E, a distance of 111.50 feet; thence run S 06°03'50" E, a distance of 121.62 feet; thence run S 06°25'24" W, a distance of 54.53 feet; thence run N 80°12'02" W, a distance of 498.83 feet to the POINT OF BEGINNING.*

*Containing 6.64 acres, more or less.*

Together with

## **Utility and Access Easements**

*A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:*

*Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 181.02 feet to a point on the proposed westerly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly along said proposed westerly right-of-way line, the following two (2) courses and distances: departing said north line, run S 22°12'36" E, a distance of 958.53 feet to a point of curvature of a curve, concave westerly, having a radius of 1,512.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,072.86 feet to a point on said curve; thence, departing said proposed westerly right-of-way line, run N 33°41'14" W, a distance of 10.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 1,502.50 feet; thence run northerly, parallel with said proposed westerly right-of-way line, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 1,901.74 feet, run northerly, along the arc of said curve, a distance of 2,059.15 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 1,115.64 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 15.86 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 144.79 feet to the POINT OF BEGINNING.*

*Containing 0.73 acres (31,755 square feet), more or less.*

Together with

*A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:*

*Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 35.10 feet to a point 10.00 feet east of (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly parallel with said proposed easterly right-of-way line, the following two (2) courses and distances: departing said north line, run S 22°12'36" E, a distance of 903.14 feet to a point of curvature of a curve, concave westerly, having a radius of 1,647.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,257.87 feet to a point on said curve; thence, departing said proposed easterly right-of-way line, run N 33°41'14" W, a distance of 10.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 1,637.50 feet; said point lying on the proposed easterly right-of-way line of Dowden Road; thence run northerly, along said proposed easterly right-of-way line, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 2,072.62 feet, run northerly, along the arc of said curve, a distance of 2,244.17 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 949.39 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 15.86 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 33.94 feet to the POINT OF BEGINNING.*

*Containing 0.73 acres (31,943 square feet), more or less.*

## Together with

*A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:*

*Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 13.48 feet to a point lying 30.00 feet easterly (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run S 22°12'36" E, parallel with said proposed easterly right-of-way line, a distance of 583.04 feet to a point on the northerly line of that certain parcel of land described and recorded in Official Records Book 10526, Page 6529, Public Records of Orange County, Florida; thence run along the perimeter boundary lines of said parcel the following three (3) courses and distances: run S 67°47'24" W, a distance of 16.50 feet; thence run S 22°12'36" E, a distance of 220.34 feet; thence run N 67°47'24" E, a distance of 16.50 feet to a point lying 30.00 feet easterly of (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road; thence run southerly, 30.00 feet from and parallel with the proposed easterly right-of-way line of Dowden Road, the following two courses and distances: departing the southerly line of said parcel described and recorded in Official Records Book 10526, Page 6529, run S 22°12'36" E, a distance of 91.56 feet to a point of curvature of a curve, concave westerly, having a radius of 1,667.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,285.28 feet to a point on said curve; thence run N 33°41'14" W, a distance of 20.00 feet to a point lying 10.00 feet easterly (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road; said point also being a point of curvature of a non-tangent curve, concave northwesterly, having a radius of 1,647.50 feet; thence run northerly, 10.00 feet from and parallel with the proposed easterly right-of-way line of Dowden Road, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 2085.27 feet, run northerly along the arc of said curve, a distance of 2,257.87 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 937.08 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 31.73 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 17.51 feet to the POINT OF BEGINNING.*

*Containing 1.38 acres, more or less.*

## Together with

*A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:*

*Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 191.83 feet to a point lying 10.00 feet westerly (when measured perpendicular to) the proposed westerly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly, parallel with said westerly right-of-way line, the following two (2) courses and distances: run S 22°12'36" E, a distance of 962.63 feet to a point of curvature of a curve, concave westerly, having a radius of 1,502.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2059.15 feet to a point on said curve; thence run N 33°41'14" W, a distance of 20.00 feet to a point lying 30.00 feet easterly (when measured perpendicular to) the proposed westerly right-of-way line of Dowden Road; said point also being a point of curvature of a non-tangent curve, concave northwesterly, having a radius of 1,482.50 feet; thence run northerly, 30.00 feet from and parallel with the proposed westerly right-of-way line of Dowden Road, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 1876.43 feet, run northerly along the arc of said curve, a distance of 2,031.74 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 1140.27 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 31.73 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 153.00 feet to the POINT OF BEGINNING.*

*Containing 1.46 acres, more or less.*

## Exhibit B – Grantee's Property

The southernmost 500.0 feet of the parcel of land described as:

A PORTION OF THE EAST 1/2 OF SECTION 33, A PORTION OF THE NORTH 1/2 OF SECTION 34 AND A PORTION OF THE NORTH 1/2 OF SECTION 35, ALL IN TOWNSHIP 23 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE S61°17'20"E, A DISTANCE OF 5761.25 FEET TO THE POINT OF BEGINNING; THENCE N22°12'36"W, A DISTANCE OF 206.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2012.48 FEET, A CENTRAL ANGLE OF 12°20'10", A CHORD BEARING OF N28°22'41"W AND A CHORD DISTANCE OF 432.46 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 433.30 FEET TO THE POINT OF TANGENCY; THENCE N34°32'46"W, A DISTANCE OF 437.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1264.66 FEET, A CENTRAL ANGLE OF 85°49'50", A CHORD BEARING OF N08°22'09"E AND A CHORD DISTANCE OF 1722.26 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1894.50 FEET TO THE POINT OF TANGENCY; THENCE N51°17'04"E, A DISTANCE OF 1104.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 925.45 FEET, A CENTRAL ANGLE OF 37°32'17", A CHORD BEARING OF N32°30'55"E AND A CHORD DISTANCE OF 595.53 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 606.32 FEET TO THE POINT OF TANGENCY; THENCE N13°44'46"E, A DISTANCE OF 147.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1162.35 FEET, A CENTRAL ANGLE OF 71°27'20", A CHORD BEARING OF N49°28'26"E AND A CHORD DISTANCE OF 1357.47 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1449.61 FEET TO THE POINT OF TANGENCY; THENCE N85°12'06"E, A DISTANCE OF 796.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 7710.44 FEET, A CENTRAL ANGLE OF 04°33'55", A CHORD BEARING OF N87°29'04"E AND A CHORD DISTANCE OF 614.20 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 614.37 FEET TO THE POINT OF TANGENCY;

THENCE N89°46'02"E, A DISTANCE OF 2185.85 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE DEPARTING SAID WEST LINE CONTINUE N89°46'02"E, A DISTANCE OF 2.29 FEET; THENCE N89°44'52"E, A DISTANCE OF 1979.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1216.92 FEET, A CENTRAL ANGLE OF 53°18'03", A CHORD BEARING OF S63°36'06"E AND A CHORD DISTANCE OF 1091.68 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1132.07 FEET TO THE POINT OF TANGENCY; THENCE S36°57'05"E, A DISTANCE OF 131.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1361.39 FEET, A CENTRAL ANGLE OF 61°09'07", A CHORD BEARING OF S67°31'38"E AND A CHORD DISTANCE OF 1385.03 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1453.02 FEET TO THE POINT OF TANGENCY; THENCE N81°53'48"E, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1540.12 FEET, A CENTRAL ANGLE OF 33°06'52", A CHORD BEARING OF S81°32'46"E AND A CHORD DISTANCE OF 877.79 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 890.13 FEET TO A NON-TANGENT POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE S00°11'21"W ALONG SAID EAST LINE, A DISTANCE OF 155.94 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1400.12 FEET, A CENTRAL ANGLE OF 35°47'40", A CHORD BEARING OF N80°12'22"W AND A CHORD DISTANCE OF 860.54 FEET; THENCE DEPARTING SAID EAST LINE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 874.70 FEET TO THE POINT OF TANGENCY; THENCE S81°53'48"W, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1501.39 FEET, A CENTRAL ANGLE OF 61°09'07", A CHORD BEARING OF N67°31'38"W AND A CHORD DISTANCE OF 1527.46 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1602.44 FEET TO THE POINT OF TANGENCY; THENCE N36°57'05"W, A DISTANCE OF 131.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1076.92 FEET, A CENTRAL ANGLE OF 53°18'03", A CHORD BEARING OF N63°36'06"W AND A CHORD DISTANCE OF 966.09 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1001.83 FEET TO THE POINT OF TANGENCY; THENCE S89°44'52"W, A DISTANCE OF 1979.92 FEET; THENCE S89°46'02"W, A DISTANCE OF 3.22 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE CONTINUE S89°46'02"W, A DISTANCE OF 2184.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 7570.44 FEET, A CENTRAL ANGLE OF 04°33'55", A CHORD BEARING OF S87°29'04"W AND A CHORD DISTANCE OF 603.05 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 603.21 FEET TO THE POINT OF TANGENCY; THENCE S85°12'06"W, A DISTANCE OF 796.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1022.35 FEET, A CENTRAL ANGLE OF 71°27'20", A CHORD BEARING OF S49°28'26"W AND A CHORD DISTANCE OF 1193.97 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1275.01 FEET TO THE POINT OF TANGENCY; THENCE S13°44'46"W, A DISTANCE OF 147.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1065.45 FEET, A CENTRAL ANGLE OF 37°32'17", A CHORD BEARING OF S32°30'55"W AND A CHORD DISTANCE OF 685.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 698.05 FEET TO THE POINT OF TANGENCY; THENCE S51°17'04"W, A DISTANCE OF 1104.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1124.66 FEET, A CENTRAL ANGLE OF 85°49'50", A CHORD BEARING OF S08°22'09"W AND A CHORD DISTANCE OF 1531.60 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1684.77 FEET TO THE POINT OF TANGENCY; THENCE S34°32'46"E, A DISTANCE OF 437.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2152.48 FEET, A CENTRAL ANGLE OF 12°20'10", A CHORD BEARING OF S28°22'41"E AND A CHORD DISTANCE OF 462.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 463.44 FEET TO THE POINT OF TANGENCY; THENCE S22°12'36"E, A DISTANCE OF 378.48 FEET; THENCE N61°17'20"W, A DISTANCE OF 222.09 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,176,037 SQUARE FEET OR 49.955 ACRES, MORE OR LESS.

Together with any and all other lands contiguous with the foregoing which are owned by Grantee.

**EXHIBIT L**  
**Ancillary Easements**

**This Instrument prepared by  
and after recording return to:**  
Lee Stuart Smith, Esq.  
HOLLAND & KNIGHT LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, Florida 32801

**UTILITY AND ACCESS EASEMENT AGREEMENT**

THIS UTILITY AND ACCESS EASEMENT AGREEMENT (this “**Easement Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **MOSS PARK PROPERTIES, LLLP**, a Florida limited liability limited partnership (“**Moss Park**”), whose address is 311 West Oak Street, Kissimmee, Florida 39741, and the **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”), whose address is 400 South Orange Avenue, Orlando, Florida 32801.

Background

A. Moss Park covenants with City that it is lawfully seized of fee simple title to the real property located in the City of Orlando, Orange County, Florida, the legal description of which is attached hereto as **Exhibit “A”** (“**Easement Property**”);

B. Moss Park entered into that certain Right-of-Way, Conveyance and Construction Agreement dated \_\_\_\_\_, 2016 (“**ROW Agreement**”) by and between **BEACHLINE SOUTH RESIDENTIAL, LLC**, a Florida limited liability company, **PAVE IT FORWARD SOUTH, LLC**, a Florida limited liability company, and the City which provides for the conveyance by Moss Park to City of certain property for right-of-way (and construction thereon of certain segments of Dowden Road) and the grant of certain easements to City including this Easement Agreement;

C. Pursuant to the terms of the ROW Agreement Moss Park has agreed to grant to City utility, sidewalk and ancillary easements as more particularly described herein within the Easement Property and accordingly has executed and delivered this Easement Agreement in favor of City.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Incorporation of Recitals.** The recitals and background information set forth above are hereby incorporated in and made a part of this Easement Agreement.

2. **Grant of Easement.** Subject to the terms and conditions hereof, Moss Park does hereby create, grant, convey and confirm unto City and its successors and assigns a non-exclusive, perpetual easement onto, upon, under, across and through the Easement Property for:

a. Construction and installation of utilities and the right to provide service to maintain, repair and replace and have access to City facilities or infrastructure on or under the Easement Property for said utilities, including, but not limited to constructing, installing, operating, maintaining, repairing and replacing potable water and sanitary sewer improvements, including, but not limited to pipes, force mains, lift stations and manholes, drainage, and for other services such as electric, communications and gas (“**Utility Improvements**”).

b. Building, constructing, operating, maintaining, and replacing sidewalk improvements, together with full right of ingress, egress, and access on, in, over, under, across, and through the Easement Property for public sidewalk pedestrian access (“**Sidewalk Improvements**”, and together with the Utility Improvements, collectively, the “**Improvements**”).

c. The following ancillary uses

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Grantee further grants to City the right of access (including vehicular access) over and across the Easement Property as reasonably required by City to utilize the Easement Property for the purposes herein including but not limited to maintenance, repair and replacement of the Utility Improvements and Sidewalk Improvements.

Moss Park hereby reserves unto itself, and its successors and assigns, the right to use the Easement Property at any and all times for any and all purposes which do not unreasonably interfere with the rights granted to City herein, and the right to relocate the Easement Property to another mutually agreed upon easement area, provided that any such relocation shall not materially and adversely impact City’s use thereof and provided that all costs associated with such relocation shall be the responsibility of Moss Park.

3. **Duration of Easement.** The easement created by this Easement Agreement shall be perpetual.

4. **Covenant Running with the Land.** The easement hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, any subsequent owners of all or any part of the Easement Property and all persons claiming under them.

5. **Construction and Maintenance.** All construction, maintenance, repair and replacement of the Improvements and other use by City pursuant to this Easement Agreement shall: (a) be at City’s sole cost and expense, (b) comply with all applicable laws and all permits, approvals, codes and requirements of applicable governmental authorities, (c) be performed in a safe and workmanlike manner, and (d) be paid for in a timely manner and lien-free. Prior to any such construction, maintenance, repair and replacement, City shall give reasonable notice to Moss Park. City shall obtain all governmental permits and approvals required for the design, engineering, and construction of the Improvements. Moss Park and its successors or assigns will

maintain the surface of the Easement Property including all landscaping thereon and City will have no obligation to maintain the surface of the Easement Property. City shall, at its sole cost, (i) repair any damage caused by City and (ii) restore Moss Park's property to a condition that existed prior to such damage or use by the City hereunder, as applicable, subject to any permanent Improvements installed. City shall not unreasonably interfere with Moss Park's operation and use of Moss Park's property. Except for the Improvements, City shall not construct or install any other improvements, facilities or structures on the Easement Property without Moss Park's prior written consent, which consent Moss Park may withhold in its sole and absolute discretion.

6. **Construction Liens.** No rights granted herein shall permit or empower City to encumber the Easement Property or any part of Moss Park's property with liens arising from the construction, maintenance or repair of the Improvements. City shall not suffer nor permit any such construction lien to be placed upon or against the Easement Property or Moss Park's property and, in case of any such construction lien attaching, shall immediately pay and remove or bond off same. If City causes or allows any such liens to be placed upon the Easement Property or Moss Park's property and fails to pay and remove or bond off same within fifteen (15) days of receiving notice of the lien, in addition to Moss Park's rights or remedies Moss Park may have hereunder, Moss Park shall have the right to satisfy the lien and be reimbursed by City for any and all sums paid, including interest at the highest rate allowed by Florida law accruing from the date of payment and all reasonable costs and expenses (including, without limitation reasonable attorneys' fees at all levels and costs) incurred by Moss Park in connection therewith. Nothing in this Agreement is intended or shall be construed as Moss Park having agreed to subject any of their property or premises to liability under any mechanic's or other similar lien law.

7. **Breach.** If either party breaches this Easement Agreement ("Breaching Party"), then the other party ("Notifying Party") may deliver written notice of the same to the Breaching Party, specifying the breach. If the Breaching Party fails to properly perform such obligations for a period of twenty (20) days after delivery of such written notice, then the Notifying Party may exercise any and all other rights or remedies afforded by applicable law, by this Easement Agreement, as Notifying Party shall deem appropriate, at law, in equity, or otherwise, including, without limitation, the right to bring suit or other proceeding, either for specific performance of any covenant or condition in this Easement Agreement, or in aid of the exercise of any right or remedy granted to Notifying Party in this Easement Agreement. All rights and remedies available to the Notifying Party under this Easement Agreement shall be nonexclusive, separate, distinct and cumulative and in addition to all other rights and remedies granted to the Notifying Party at law or in equity, whether or not the Notifying Party shall have instituted any action in connection with this Easement Agreement. Every right or remedy given by this Easement Agreement may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Notifying Party. This paragraph shall survive the expiration or termination of this Easement Agreement.

8. **Notices.** Any notice, request or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand, courier or overnight courier, or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth in the initial paragraph of this Easement Agreement. Notice shall be deemed given upon actual receipt. Either party may

designate a change of address by written notice to the other given at least ten (10) days before such change of address is to become effective.

9. **Binding Effect.** In the event Moss Park shall convey, transfer, assign, or otherwise dispose of all its right, title, and interest in the Easement Property, as the case may be, Moss Park will thereupon be released and discharged from any and all further liabilities and obligations for the breach of any covenant or agreement herein (except those covenants and agreements or the performance thereof first arising prior to such conveyance, transfer, assignment, or other disposition), and, except as herein expressly provided, such liabilities and obligations thereafter arising shall be binding upon the successor-in-title to Moss Park.

10. **Governing Laws.** This Easement Agreement shall be governed by and construed under the laws of the State of Florida.

11. **Counterpart Execution.** This Easement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

12. **Attorneys' Fees and Legal Expenses.** Should either party hereto incur any costs or fees to enforce its rights hereunder including institution of any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of any provision of this Easement Agreement or for any other judicial remedy, the prevailing party shall be entitled to receive from the non-prevailing party all reasonable attorneys' fees and costs through all appellate levels and in bankruptcy.

13. **Construction of Agreement.** The section headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement or any part hereof. Where the sense of this Easement Agreement 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.

14. **No Common Ownership.** Notwithstanding anything herein set forth, the parties expressly negate any construction of this Easement Agreement which implies the joint or common ownership of the Related Drainage Facilities or which implies the creation, establishment or existence of any partnership, joint venture or other such scheme of common ownership or common operation of the respective properties.

15. **Severability.** If any term, covenant, or condition of this Easement Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such term, covenant or condition or such application shall be deemed severable, and the application of such term, covenant or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, and the remainder of this Easement Agreement, shall not be affected thereby, and the remainder of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. **No Waiver.** The failure of any party to exercise any right created hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not



constitute a waiver of such right or the right to insist upon strict compliance with any such term, condition or covenant under this Easement Agreement at any future time.

17. **Indemnification; Insurance**. City, to the extent permitted by Florida Statute 768.28, agrees to indemnify, defend and hold harmless Moss Park from and against any and all claims, demands, actions, judgments, injuries, damages, costs, and expenses, including attorney's fees, directly or indirectly, arising or resulting from or related to (a) City or City's employees', agents', and contractors' use of the Easement Property or activities thereon, (b) nonpayment for services rendered to City (including, without limitation, any construction liens resulting therefrom), (c) any acts or omissions of City or City's agents, contractors, consultants, and employees related to or arising out of the matters set forth in this Agreement, and (d) any breach of this Easement Agreement by City. This indemnity includes and extends to all liabilities, obligations, claims or actions based upon or arising out of damage, illness or injury (including death) to person or property caused by or sustained in connection with City's use pursuant to this Easement Agreement. However, nothing contained herein shall be construed to waive or modify the provisions of Florida Statute 768.29 or the doctrine of sovereign immunity as to any party hereto. In addition, nothing contained herein shall be construed as consent by the City to be sued by third parties in any manner arising from this grant of easement, or as a waiver of sovereign immunity. City shall maintain customary insurance coverage in connection with City's use hereunder. Moss Park shall be named as additional insured on City's liability insurance in such amount as is reasonably required by Moss Park and City shall keep such insurance in full force while this Easement Agreement is in effect. Written evidence of such insurance shall be provided by City to Moss Park on or prior to the date of this Easement Agreement and, thereafter, on or prior to each anniversary of the date of this Easement Agreement. City's indemnity obligations under this Section shall survive the expiration or earlier termination of this Easement Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Easement Agreement under seal as of the day and year first above written.

Moss Park:

**MOSS PARK PROPERTIES, LLLP**, a  
Florida limited liability limited partnership

Two Witnesses:

_____	By: _____
Print Name: _____	Name: _____
	Title: _____
	Dated: _____
_____	
Print Name: _____	

*[Signatures continue on the following page]*

ATTEST, BY THE CLERK OF THE  
CITY COUNCIL OF THE CITY OF  
ORLANDO, FLORIDA

\_\_\_\_\_  
City Clerk  
Print Name: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY  
FOR THE USE AND RELIANCE OF THE  
CITY OF ORLANDO, FLORIDA

\_\_\_\_\_  
City Clerk  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
City Attorney  
Print Name: \_\_\_\_\_

City:

**CITY OF ORLANDO, FLORIDA**

BY THE MAYOR / MAYOR PRO TEMPORE

\_\_\_\_\_  
Mayor /Mayor Pro Tempore  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ Moss Park Properties, LLLP, a Florida limited liability limited partnership, on behalf of the Partnership. He/she who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, and \_\_\_\_\_, to me known as the \_\_\_\_\_ and the \_\_\_\_\_, respectively, of the City of Orlando who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:\_\_\_\_\_  
Notary Public-State of Florida  
Commission Number:\_\_\_\_\_

## **EXHIBIT A**

### **Easement Property**

*A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:*

*Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 181.02 feet to a point on the proposed westerly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly along said proposed westerly right-of-way line, the following two (2) courses and distances: departing said north line, run S 22°12'36" E, a distance of 958.53 feet to a point of curvature of a curve, concave westerly, having a radius of 1,512.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,072.86 feet to a point on said curve; thence, departing said proposed westerly right-of-way line, run N 33°41'14" W, a distance of 10.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 1,502.50 feet; thence run northerly, parallel with said proposed westerly right-of-way line, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 1,901.74 feet, run northerly, along the arc of said curve, a distance of 2,059.15 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 1,115.64 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 15.86 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 144.79 feet to the POINT OF BEGINNING.*

*Containing 0.73 acres (31,755 square feet), more or less.*

**Together with**

*A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:*

*Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 35.10 feet to a point 10.00 feet east of (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly parallel with said proposed easterly right-of-way line, the following two (2) courses and distances: departing said north line, run S 22°12'36" E, a distance of 903.14 feet to a point of curvature of a curve, concave westerly, having a radius of 1,647.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,257.87 feet to a point on said curve; thence, departing said proposed easterly right-of-way line, run N 33°41'14" W, a distance of 10.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 1,637.50 feet; said point lying on the proposed easterly right-of-way line of Dowden Road; thence run northerly, along said proposed easterly right-of-way line, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 2,072.62 feet, run northerly, along the arc of said curve, a distance of 2,244.17 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 949.39 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 15.86 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 33.94 feet to the POINT OF BEGINNING.*

*Containing 0.73 acres (31,943 square feet), more or less.*

# EXHIBIT M

## Sketches and Descriptions

### Legal Description

A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 45.91 feet for the POINT OF BEGINNING; thence, departing said north line, run S 22°12'36" E, a distance of 907.25 feet to a point of curvature of a curve, concave westerly, having a radius of 1,637.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,244.17 feet to a point; thence run N 33°41'14" W, a distance of 125.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 1,512.50 feet; thence, on a chord bearing of N 17°03'05" E and a chord distance of 1,914.40 feet, run northerly, along the arc of said curve, a distance of 2,072.86 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 1,103.32 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 198.29 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 42.15 feet to the POINT OF BEGINNING.

Containing 9.14 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. - Official Records Book

F.P.C. - Florida Power Corporation

pc - point of curvature

pt - point of tangency

poc - point on curve

### SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

### Sketch of Description

of the northerly extension of

**Dowden Road**

(proposed)

situated in

**Section 33, Township 23 South, Range 31 East**

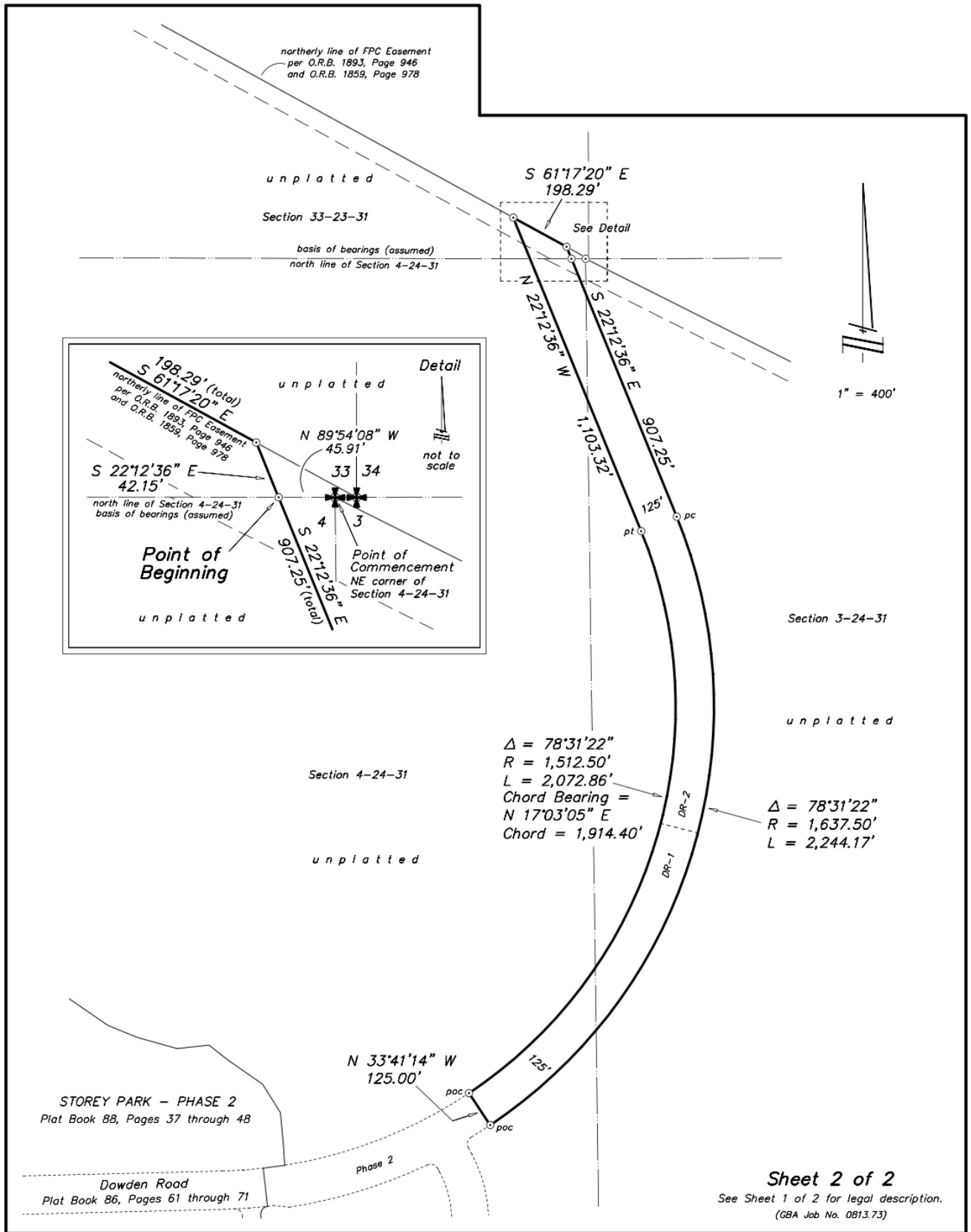
and

**Sections 3 and 4,**

**Township 24 South, Range 31 East**

**Orange County, Florida**

PREPARED FOR:		<b>Lennar Homes</b>		JOB NO.	0813.73	<small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.</small> <small>GBA LB No. 7194</small>
 <b>GANUNG - BELTON ASSOCIATES, INC.</b> <small>professional surveyors and mappers</small> 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		SHEET	1 of 2			
		DATE	4/06/16			
		SCALE	As Noted			
				<small>R. CLAYTON GANUNG</small> <small>REG. P.L.S. NO. 4236</small>		



*Legal Description*

A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 35.10 feet to a point 10.00 feet east of (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly parallel with said proposed easterly right-of-way line, the following two (2) courses and distances: departing said north line, run S 22°12'36" E, a distance of 903.14 feet to a point of curvature of a curve, concave westerly, having a radius of 1,647.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,257.87 feet to a point on said curve; thence, departing said proposed easterly right-of-way line, run N 33°41'14" W, a distance of 10.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 1,637.50 feet; said point lying on the proposed easterly right-of-way line of Dowden Road; thence run northerly, along said proposed easterly right-of-way line, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 2,072.62 feet, run northerly, along the arc of said curve, a distance of 2,244.17 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 949.39 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 15.86 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 33.94 feet to the POINT OF BEGINNING.

Containing 0.73 acres (31,943 square feet), more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. - Official Records Book

F.P.C. - Florida Power Corporation

pc - point of curvature

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**Sketch of Description**

of a

**10.00' Multi-Purpose Easement**

situated in

**Section 33, Township 23 South, Range 31 East**

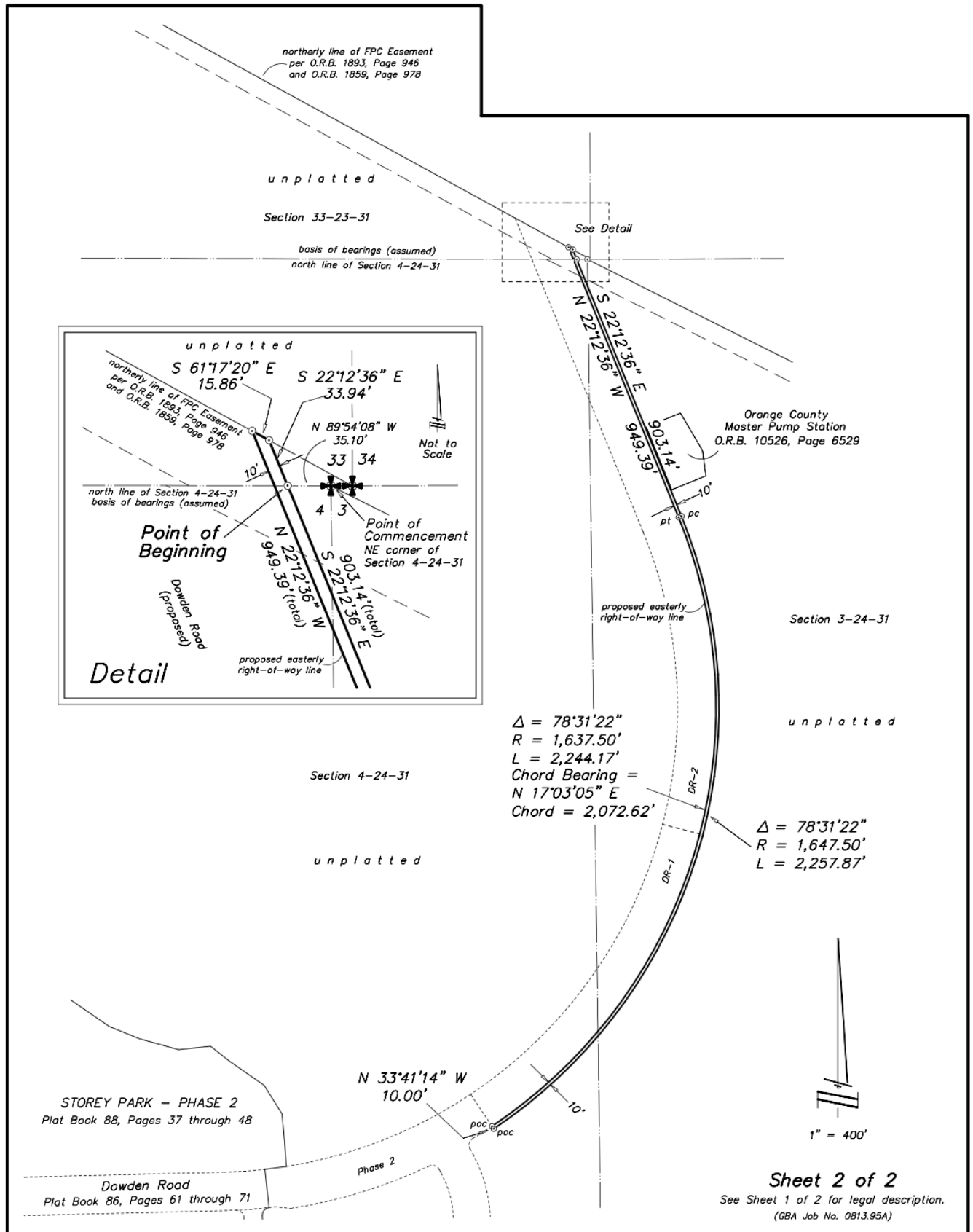
and

**Sections 3 and 4,**

**Township 24 South, Range 31 East**

**Orange County, Florida**

PREPARED FOR: <b>Moss Park Properties</b>		JOB NO. 0813.95A	<small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.</small>  GBA LB No. 7194  R. CLAYTON GANUNG REG. P.L.S. NO. 4236
 <b>GANUNG - BELTON ASSOCIATES, INC.</b> professional surveyors and mappers		SHEET 1 of 2	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		DATE 10/31/16	
		SCALE As Noted	





*Legal Description*

A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 181.02 feet to a point on the proposed westerly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly along said proposed westerly right-of-way line, the following two (2) courses and distances: departing said north line, run S 22°12'36" E, a distance of 958.53 feet to a point of curvature of a curve, concave westerly, having a radius of 1,512.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,072.86 feet to a point on said curve; thence, departing said proposed westerly right-of-way line, run N 33°41'14" W, a distance of 10.00 feet to a point on a non-tangent curve, concave westerly, having a radius of 1,502.50 feet; thence run northerly, parallel with said proposed westerly right-of-way line, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 1,901.74 feet, run northerly, along the arc of said curve, a distance of 2,059.15 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 1,115.64 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 15.86 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 144.79 feet to the POINT OF BEGINNING.

Containing 0.73 acres (31,755 square feet), more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. - Official Records Book

F.P.C. - Florida Power Corporation

pc - point of curvature

pt - point of tangency

poc - point on curve

**SKETCH OF DESCRIPTION ONLY - NOT A SURVEY**

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**Sketch of Description**

of a

**10.00' Multi-Purpose Easement**

situated in

**Section 33, Township 23 South, Range 31 East**

and

**Sections 3 and 4,**

**Township 24 South, Range 31 East**

**Orange County, Florida**

PREPARED FOR:

**Moss Park Properties**

JOB NO.

0813.95B

SHEET

1 of 2

DATE

10/31/16

SCALE

As Noted

SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

GBA LB No. 7194

R. CLAYTON GANUNG

REG. P.L.S. NO. 4236



**GANUNG - BELTON ASSOCIATES, INC.**

professional surveyors and mappers

1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656



*Legal Description*

A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 13.48 feet to a point lying 30.00 feet easterly (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run S 22°12'36" E, parallel with said proposed easterly right-of-way line, a distance of 583.04 feet to a point on the northerly line of that certain parcel of land described and recorded in Official Records Book 10526, Page 6529, Public Records of Orange County, Florida; thence run along the perimeter boundary lines of said parcel the following three (3) courses and distances: run S 67°47'24" W, a distance of 16.50 feet; thence run S 22°12'36" E, a distance of 220.34 feet; thence run N 67°47'24" E, a distance of 16.50 feet to a point lying 30.00 feet easterly of (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road; thence run southerly, 30.00 feet from and parallel with the proposed easterly right-of-way line of Dowden Road, the following two courses and distances: departing the southerly line of said parcel described and recorded in Official Records Book 10526, Page 6529, run S 22°12'36" E, a distance of 91.56 feet to a point of curvature of a curve, concave westerly, having a radius of 1,667.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2,285.28 feet to a point on said curve; thence run N 33°41'14" W, a distance of 20.00 feet to a point lying 10.00 feet easterly (when measured perpendicular to) the proposed easterly right-of-way line of Dowden Road; said point also being a point of curvature of a non-tangent curve, concave northwesterly, having a radius of 1,647.50 feet; thence run northerly, 10.00 feet from and parallel with the proposed easterly right-of-way line of Dowden Road, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 2085.27 feet, run northerly along the arc of said curve, a distance of 2,257.87 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 937.08 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 31.73 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 17.51 feet to the POINT OF BEGINNING.

Containing 1.38 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. - Official Records Book

F.P.C. - Florida Power Corporation

pc - point of curvature

pt - point of tangency

poc - point on curve

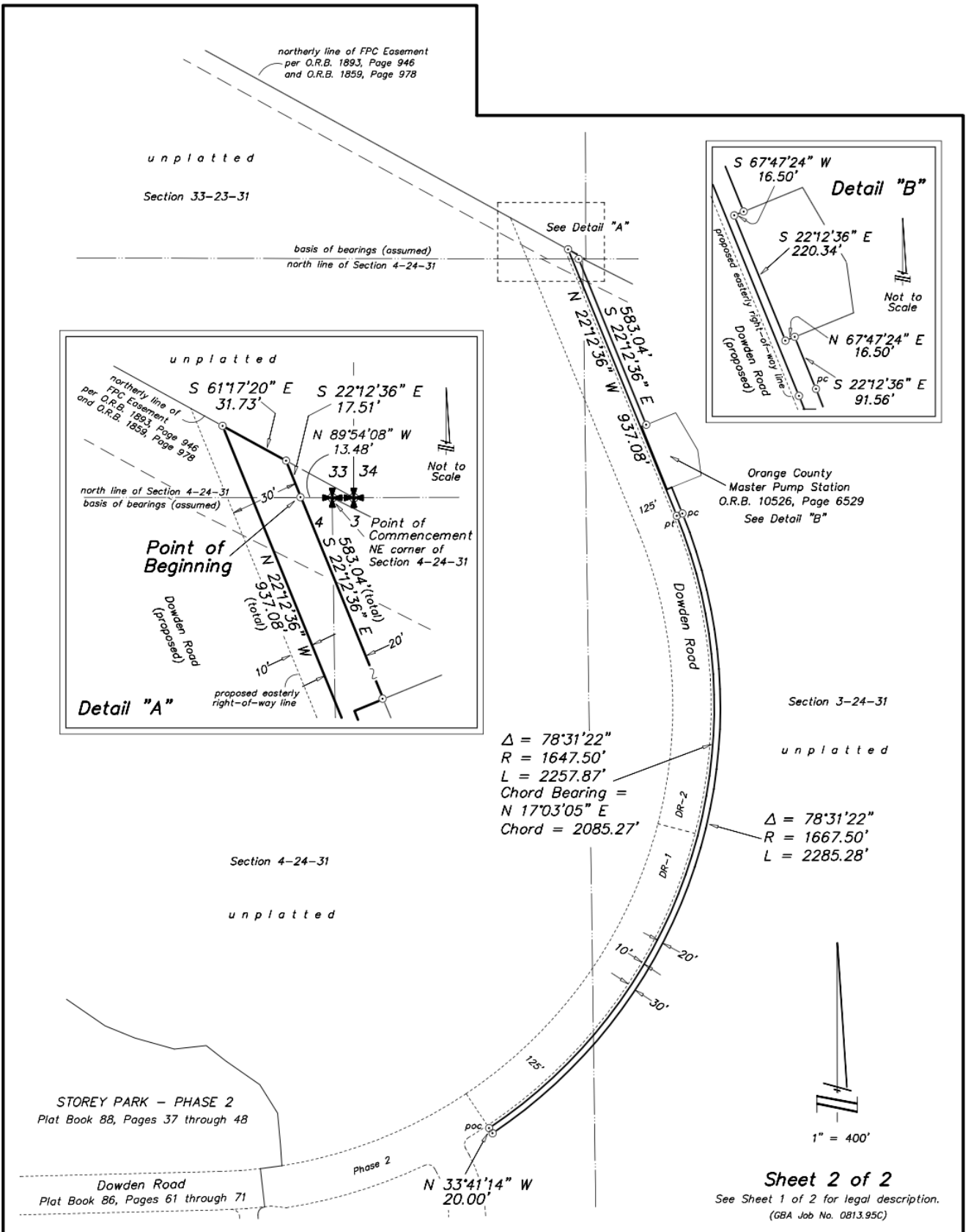
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NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

**Sketch of Description**  
of a  
**FILL/SLOPE Easement**

situated in  
**Section 33, Township 23 South, Range 31 East**  
and  
**Sections 3 and 4,**  
**Township 24 South, Range 31 East**  
**Orange County, Florida**

PREPARED FOR: <b>Lennar Homes</b>		JOB NO. 0813.95C	<small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.</small> GBA LB No. 7194  R. CLAYTON GANUNG REG. P.L.S. NO. 4236
 <b>GANUNG - BELTON ASSOCIATES, INC.</b> professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		SHEET 1 of 2	
		DATE 10/31/16	
		SCALE As Noted	



### Legal Description

A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of said Section 4; thence run N 89°54'08" W, along the north line of said Section 4, a distance of 191.83 feet to a point lying 10.00 feet westerly (when measured perpendicular to) the proposed westerly right-of-way line of Dowden Road and the POINT OF BEGINNING; thence run southerly, parallel with said westerly right-of-way line, the following two (2) courses and distances: run S 22°12'36" E, a distance of 962.63 feet to a point of curvature of a curve, concave westerly, having a radius of 1,502.50 feet and a central angle of 78°31'22"; thence run southerly, along the arc of said curve, a distance of 2059.15 feet to a point on said curve; thence run N 33°41'14" W, a distance of 20.00 feet to a point lying 30.00 feet easterly (when measured perpendicular to) the proposed westerly right-of-way line of Dowden Road; said point also being a point of curvature of a non-tangent curve, concave northwesterly, having a radius of 1,482.50 feet; thence run northerly, 30.00 feet from and parallel with the proposed westerly right-of-way line of Dowden Road, the following two (2) courses and distances: on a chord bearing of N 17°03'05" E and a chord distance of 1876.43 feet, run northerly along the arc of said curve, a distance of 2,031.74 feet, through a central angle of 78°31'22" to the point of tangency thereof; thence run N 22°12'36" W, a distance of 1140.27 feet to a point on the northerly line of an existing Florida Power Corporation Easement, as described and recorded in Official Records Book 1893, Page 946 and Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run S 61°17'20" E, along said northerly line, a distance of 31.73 feet; thence, departing said northerly line, run S 22°12'36" E, a distance of 153.00 feet to the POINT OF BEGINNING.

Containing 1.46 acres, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

Lines shown hereon are radial unless noted NR (non-radial).

O.R.B. - Official Records Book

F.P.C. - Florida Power Corporation

pc - point of curvature

pt - point of tangency

poc - point on curve

### SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

### Sketch of Description of a FILL/SLOPE Easement

situated in  
Section 33, Township 23 South, Range 31 East  
and  
Sections 3 and 4,  
Township 24 South, Range 31 East  
Orange County, Florida

PREPARED FOR: <b>Lennar Homes</b>		JOB NO. 0813.95D	<small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.</small>  GBA LB No. 7194  R. CLAYTON GANUNG REG. P.L.S. NO. 4236
 <b>GANUNG - BELTON ASSOCIATES, INC.</b> professional surveyors and mappers		SHEET 1 of 2	
1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		DATE 10/31/16	
		SCALE As Noted	





*Legal Description*

*A portion of Section 3, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:*

*Commence at the southwest corner of the Northwest 1/4 of said Section 3; thence run N 00°47'01" W, along the west line thereof, a distance of 907.24 feet; thence, departing said west line, run N 89°12'59" E, a distance of 369.91 feet to a point on the proposed easterly right-of-way line of Dowden Road; said point being a point on a non-tangent curve, concave westerly, having a radius of 1,637.50 feet; thence, on a chord bearing of N 05°11'13" W and a chord distance of 856.54 feet, run northerly, along said proposed easterly right-of-way line and along the arc of said curve, a distance of 866.62 feet, through a central angle of 30°19'22" to a point; thence, departing said proposed easterly right-of-way line, run N 69°39'06" E, a distance of 143.02 feet; thence run S 28°31'40" E, a distance of 104.68 feet; thence run S 22°01'28" E, a distance of 148.68 feet; thence run S 27°30'54" E, a distance of 118.25 feet; thence run S 32°24'51" E, a distance of 142.79 feet; thence run S 41°21'54" E, a distance of 113.76 feet; thence run S 30°53'30" E, a distance of 98.86 feet; thence run S 19°54'05" E, a distance of 86.67 feet; thence run S 18°43'17" E, a distance of 111.50 feet; thence run S 06°03'50" E, a distance of 121.62 feet; thence run S 06°25'24" W, a distance of 54.53 feet; thence run N 80°12'02" W, a distance of 498.83 feet to the POINT OF BEGINNING.*

*Containing 6.64 acres, more or less.*

*Not a Boundary Survey.*

*The legal description was prepared by the Surveyor.*

*See Sheet 2 of 2 for sketch.*

*Lines shown hereon are radial unless noted NR (non-radial).*

*poc - point on curve*

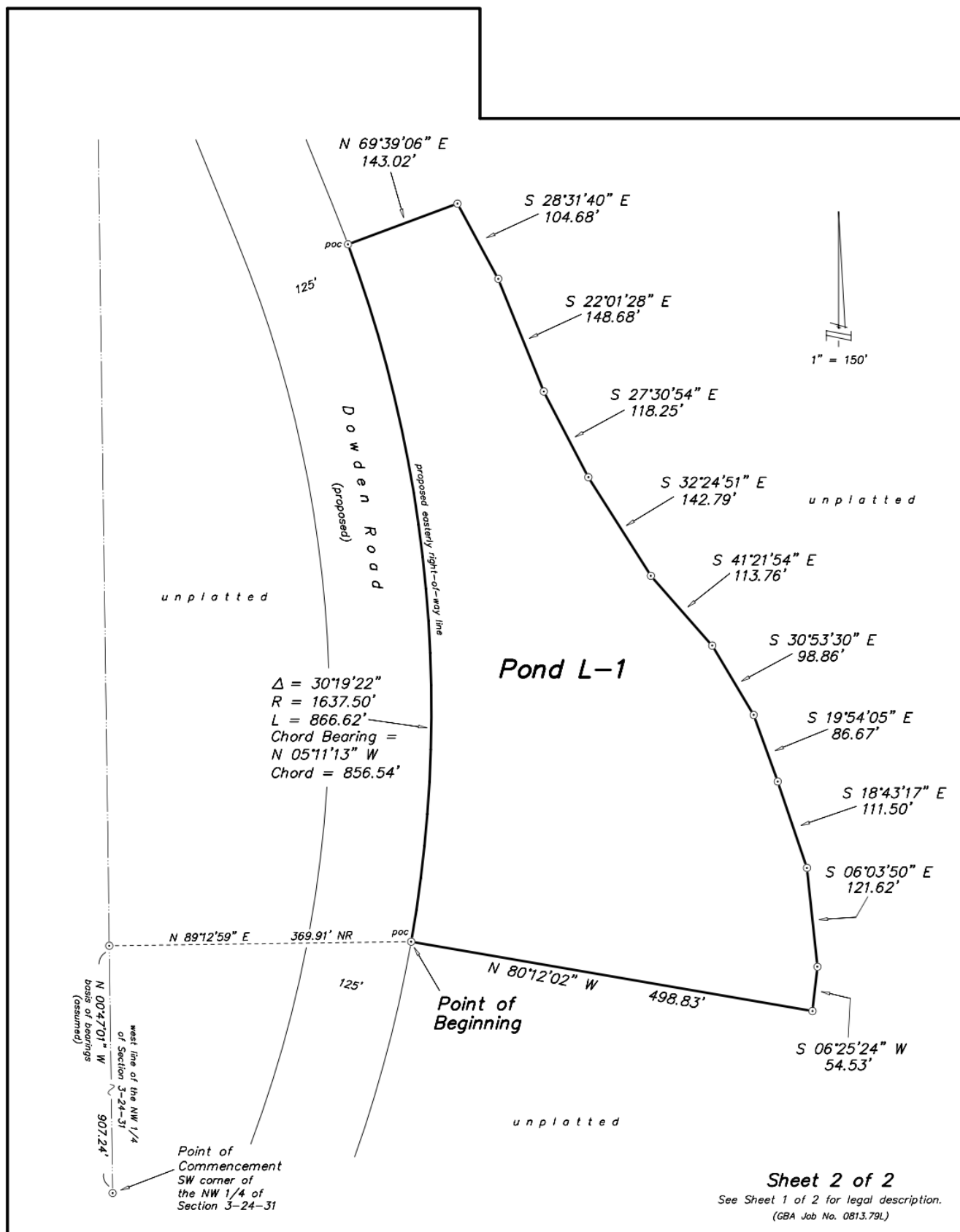
**SKETCH OF DESCRIPTION ONLY - NOT A SURVEY**

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

**Sketch of Description  
of  
Storey Park Pond L-1  
situated in**

**Section 3, Township 24 South, Range 31 East  
Orange County, Florida**

PREPARED FOR: <b>Lennar Homes</b>		JOB NO. 0813.79L	<small>SKETCH OF DESCRIPTION NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY SOMEONE OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.</small> GBA LB No. 7194  R. CLAYTON GANUNG REG. P.L.S. NO. 4236
 <b>GANUNG - BELTON ASSOCIATES, INC.</b> professional surveyors and mappers 1275 E. Robinson Street, Orlando, FL 32801 (407) 894-6656		SHEET 1 of 2	
		DATE 7/27/16	
		SCALE As Noted	





### LEGAL DESCRIPTION:

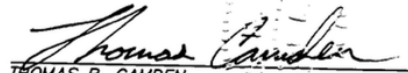
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST, A PORTION OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 31 EAST AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 23 EAST, ALL IN ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE S61°17'20"E, A DISTANCE OF 5092.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S61°17'20"E, A DISTANCE OF 60.00 FEET; THENCE S28°42'40"W, A DISTANCE OF 137.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 84°51'19", A CHORD BEARING OF S13°43'00"E AND A CHORD DISTANCE OF 371.06 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 407.28 FEET TO THE POINT OF TANGENCY; THENCE S56°08'39"E, A DISTANCE OF 992.22 FEET; THENCE S22°12'36"E, A DISTANCE OF 107.48 FEET; THENCE N56°08'39"W, A DISTANCE OF 1081.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 84°51'19", A CHORD BEARING OF N13°43'00"W AND A CHORD DISTANCE OF 452.02 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 496.14 FEET TO THE POINT OF TANGENCY; THENCE N28°42'40"E, A DISTANCE OF 137.42 FEET TO THE POINT OF BEGINNING.

CONTAINING: 97,556 SQUARE FEET OR 2.240 ACRES, MORE OR LESS.

### SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THAT CERTAIN LINE BETWEEN THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AND THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 33, BEARING S61°17'20"E.
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.
5. SECTION TIES SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY BY DONALD W. MCINTOSH AND ASSOCIATES UNDER JOB #14153.002, DATED MARCH 16, 2015, PROVIDED TO THIS FIRM BY THE CLIENT.

  
THOMAS R. CAMDEN  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 7078  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A  
FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

### SKETCH OF DESCRIPTION

—OF—

### 60' CONSTRUCTION ACCESS

SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AND  
SECTIONS 3 AND 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



## Dewberry

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

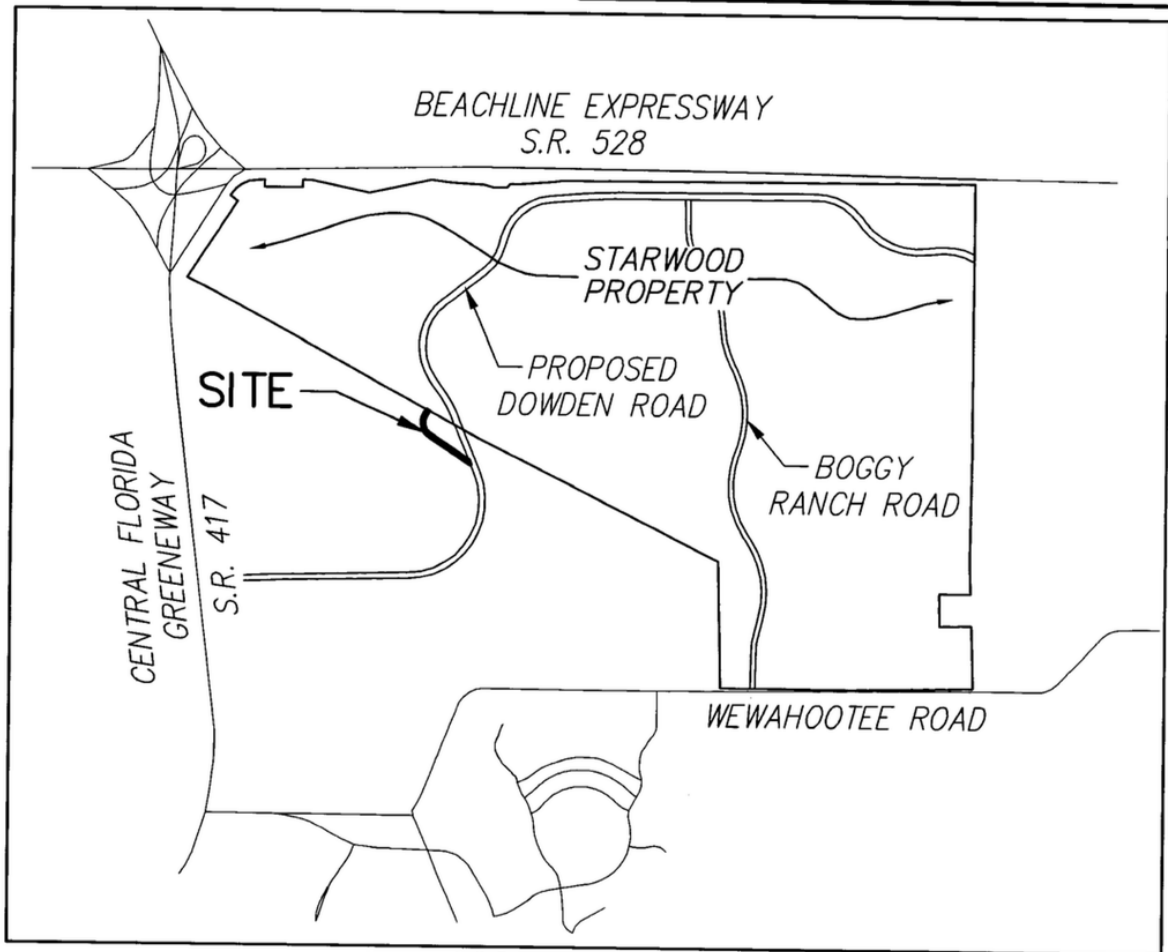
**BEACHLINE RESIDENTIAL, LLC**

DATE: 10/07/16  
REV DATE:  
SCALE 1" = N/A

PROJ: 50082397  
DRAWN BY: TRC  
CHECKED BY: TRC

Drawing name: S:\Alpha\_Brunetti\DWG-Civil 3D\Sketch and Legal Descriptions\Project Alpha\_surfsketch\_construction\_access.dwg Construction Access Sheet 1 Nov 04, 2016 8:46am by: bbrunetti

Drawing name: S:\Alpha\_Bruneiti\DWG-Civil 3D\Sketch and Legal Descriptions\Project Alpha\_surasketch\_construction\_access.dwg Nov 04, 2016 6:48am by: bderley



VICINITY MAP  
(NOT TO SCALE)  
SHEET 2 OF 3

(SEE SHEET 3 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**  
—OF—  
**60' CONSTRUCTION ACCESS**

SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AND  
SECTIONS 3 AND 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

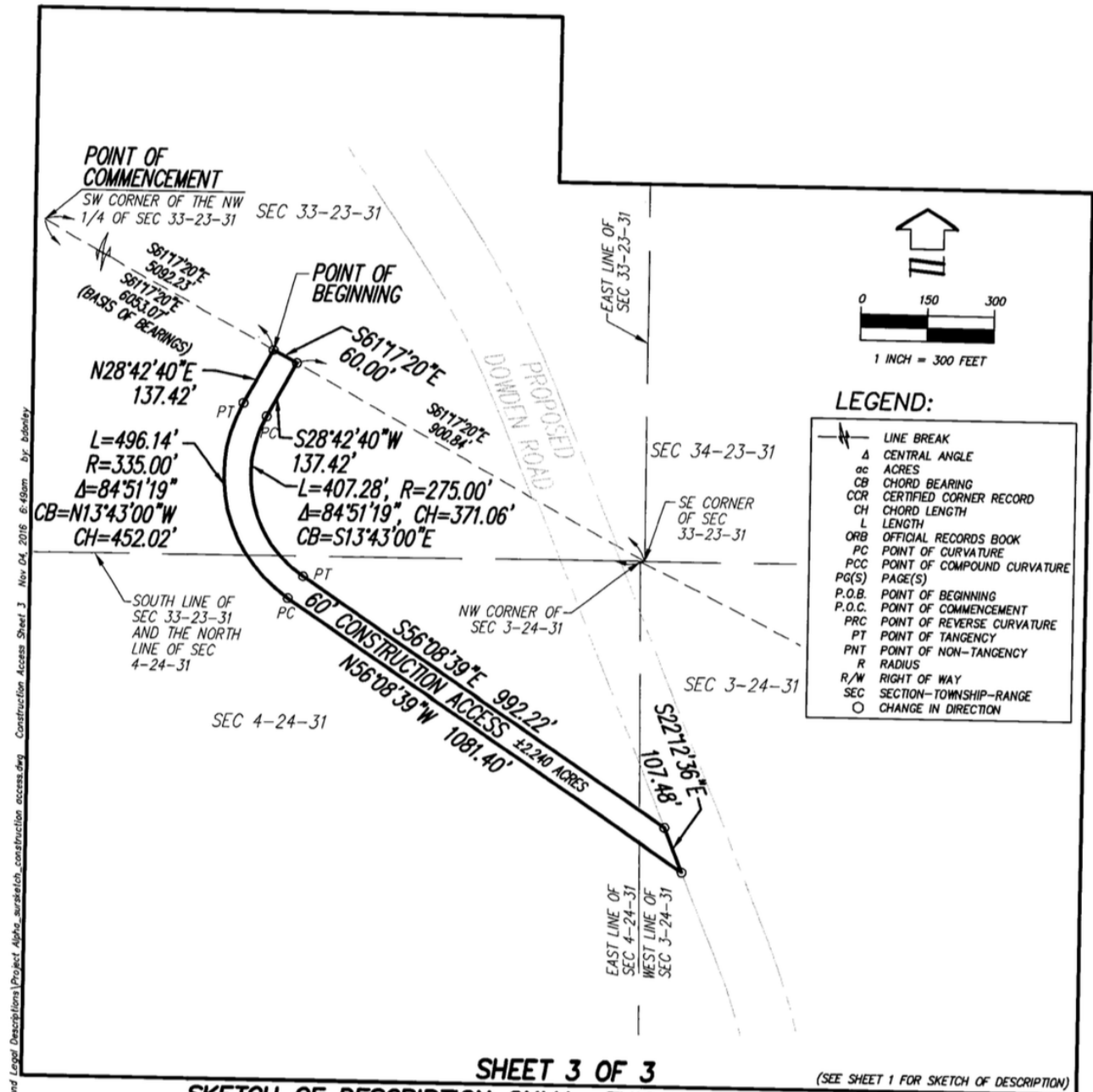
131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE RESIDENTIAL, LLC**

DATE: 10/07/16  
REV DATE:  
SCALE 1" = N/A

PROJ: 50082397  
DRAWN BY: TRC  
CHECKED BY: TRC



**SHEET 3 OF 3**  
**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**  
 —OF—  
**60' CONSTRUCTION ACCESS**

SECTION 33, TOWNSHIP 23 SOUTH, RANGE 31 EAST AND  
 SECTIONS 3 AND 4, TOWNSHIP 23 SOUTH, RANGE 31 EAST

ORANGE COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
 ORLANDO, FLORIDA 32806  
 PHONE: 321.354.9826 FAX: 407.648.9104  
 WWW.DEWBERRY.COM  
 CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**BEACHLINE RESIDENTIAL, LLC**

DATE: 10/07/16  
 REV DATE:  
 SCALE 1" = 300'

PROJ: 50082397  
 DRAWN BY: TRC  
 CHECKED BY: TRC

**EXHIBIT N**  
**Moss Park Title Commitment**

**Holland & Knight, LLP**  
200 S. Orange Avenue #2600  
Orlando, FL 32801  
Phone: 407-425-8500  
Fax:

Fidelity National Title Insurance Company

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE A**

Order No.: 5783506

Customer Reference: City of Orlando

1. Effective Date: May 03, 2016 at 5:00 PM
2. Policy or Policies to be issued: Premium: \$TBD
  - A. ALTA Owners 2006 with Florida Modifications  
Proposed Insured: City of Orlando, a municipal corporation under the laws of the State of Florida  
Proposed Amount of Insurance: \$1,000.00
3. The estate or interest in the land described or referred to in this Commitment is:  
  
Fee Simple
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:  
  
Moss Park Properties, LLLP, a Florida limited liability limited partnership, f/k/a Moss Park Properties, Ltd, a Florida limited partnership, by virtue of that certain deed recorded in Official Records Book 3717, Page 250.
5. The land referred to in this Commitment is described in Exhibit "A" attached hereto and made part hereof.



**SCHEDULE B SECTION I  
REQUIREMENTS**

The following are requirements to be complied with:

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
2. Instrument(s) creating the estate or interest to be insured must be properly executed, delivered and filed for record:
  - A. Duly executed Warranty Deed from Moss Park Properties, LLLP, a Florida Limited Liability Limited Partnership, f/k/a Moss Park Properties, Ltd, a Florida limited partnership, (the "Limited Liability Limited Partnership" ) (LLLP), executed by a general partner(s), to the Proposed Insured, conveying the Land.

The Company will require the following as to the Limited Liability Limited Partnership:

1. Proof that the LLLP was created prior to acquiring title and is currently in good standing.
2. Present for review a copy of the LLLP agreement and any amendments thereto and proof of compliance with the terms of the agreement.
3. Unless the LLLP agreement provides otherwise, if the transaction is a sale of all or substantially all of the Limited Liability Limited Partnership's assets or is outside the ordinary course of its business, proof that all general partners and the limited partners owning a majority in interest have consented to the transaction, as required by sections 620.1402 and 620.1406, Florida Statutes.
4. Record in the Official Records an affidavit executed by a general partner stating:
  - a) The name of the current general partner(s);
  - b) The general partner(s) executing the deed has authority to convey;
  - c) Whether the transaction is a sale of all or substantially all of the assets of the Limited Partnership;
  - d) Whether the transaction is in the ordinary course of the LLLP's business;
  - e) If the transaction is a sale of all or substantially all of the LLLP's assets or is outside the ordinary course of its business, that all general partners and the limited partners owning a majority in interest have consented to the transaction; and
  - f) Neither the general partner(s) executing the deed, nor the LLLP, has been a debtor in bankruptcy during the existence of the Limited Partnership.
5. If any general partner(s) executing the deed is a business entity, proof of the good standing of the entity and proof of authority of the person(s) who will sign on behalf of the entity.

The Company reserves the right to make additional requirements upon review of the information above.

3. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Orange County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials

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ALTA Commitment (6/17/06) (with FL Modifications)





**SCHEDULE B SECTION I**  
**Requirements continued**

or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

4. When the Company has been provided the amount of the full insurable value of the land and the Company has agreed to that value, Schedule A will be amended accordingly.
5. NOTE: No open mortgage(s) were found of record. Agent must confirm with the owner that the property is free and clear.
6. NOTE: Because the contemplated transaction involves an all-cash closing, the Company has not performed searches on the names of the purchasers/proposed insured. If the Company is asked to insure a Mortgage from said purchasers, we will require notification of same and we reserve the right to make additional requirements and/or exceptions which we may deem necessary after conducting name searches on the purchasers.

**END OF SCHEDULE B SECTION I**





**SCHEDULE B SECTION II  
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.  
  
For 2015 Tax Year Parcel/ID #04-24-31-0000-00001, gross tax amount is \$20,020.65, and payment status is paid.
3. Standard Exceptions:
  - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
  - B. Rights or claims of parties in possession not shown by the public records.
  - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Easement given to Florida Gas Transmission Company, dated September 29, 1967 and recorded November 15, 1967 in Official Records Book 1682, Page 340; as modified by that certain Partial Release of Easement recorded in Official Records Book 4339, Page 3883.
5. Easement given to Florida Power Company, dated 04/22/1969 and recorded 8/06/1969 in Official Records Book 1859, Page 978.
6. Capacity Enhancement Agreement recorded 04/19/2007 in Official Records Book 9219, Page 1709.
7. Temporary Access and Utility Easement recorded 10/26/2012 in Official Records Book 10464, Page 4966; as amended by that certain First Amendment to Temporary Access and Utility Easement recorded in Official Records Book 10822, Page 4757.
8. Temporary Construction and Access Easement Agreement recorded 3/22/2013 in Official Records Book 10542, Page 695; as amended and recorded in Official Records Book 10893, Page 6782.
9. Memorandum of Master Development Agreement recorded 3/22/2013 in Official Records Book 10542, Page 760; as modified by that certain Notice of Conveyance of Lands to Memorandum of Master Development Agreement recorded in Instrument Number 20160144129.
10. Annexation and Development Agreement recorded 12/27/2013 in Official Records Book 10681, Page 9316; First Amendment to Annexation and Development Agreement recorded 12/27/2013 in Official Records Book 10681, Page 9372.

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ALTA Commitment (6/17/06) (with FL Modifications)





**SCHEDULE B SECTION II  
EXCEPTIONS**

11. Utilities Coordination Development Agreement recorded 10/20/2014 in Official Records Book 10822, Page 4681.

NOTE: All recording references in this commitment/policy shall refer to the public records of Orange County, Florida, unless otherwise noted.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

**NOTES ON STANDARD EXCEPTIONS:**

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway , Suite 110, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Patrick Hanegan; pat.hanegan@fnf.com; 407-670-2424

**END OF SCHEDULE B SECTION II**





A portion of Section 33, Township 23 South, Range 31 East and a portion of Sections 3 and 4, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence run North 89°54'08" West, along the North line of said Section 4, a distance of 45.97 feet for the Point of Beginning; thence departing said North line, run South 22°12'36" East, a distance of 907.25 feet to a point of curvature of a curve, concave Westerly, having a radius of 1,637.50 feet and a central angle of 78°31'22"; thence run Southerly, along the arc of said curve, a distance of 2,244.17 feet to a point; thence run North 33°41'14" West, a distance of 125.0 feet to a point on a non-tangent curve, concave Westerly, having a radius of 1,512.50 feet; thence on a chord bearing of North 17°03'05" East and a chord distance of 1,914.40 feet, run Northerly, along the arc of said curve, a distance of 2,072.86 feet, through a central angle of 78°31'22", to the point of tangency thereof; thence run North 22°12'36" West, a distance of 1,103.32 feet to a point on the Northerly line of an existing Florida Power Corporation easement, as described and recorded in Official Records Book 1859, Page 978, Public Records of Orange County, Florida; thence run South 61°17'20" East, along said Northerly line, a distance of 198.29 feet; thence departing said Northerly line, run South 22°12'36" East, a distance of 42.15 feet to the Point of Beginning.

#38434203\_v15

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ALTA Commitment (6/17/06) (with FL Modifications)

