

Prepared By and Return To:

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

DRAINAGE EASEMENT AGREEMENT
(The Gatherings)

THIS DRAINAGE EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 201__ (the "**Effective Date**") by and among **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 ("**LNLC**"), **BEAZER HOMES, LLC**, a Delaware limited liability company, whose address is 2600 Maitland Center Parkway, Suite 262, Maitland, Florida 32751 ("**Beazer**") (LNLC and Beazer shall be referred to collectively as "**Grantor**"), and the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 ("**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**").

WITNESSETH:

WHEREAS, Grantee is the owner of that certain platted right-of-way commonly referred to as "Watson Street", located in the City of Orlando, Orange County, Florida, dedicated for the perpetual use of the public by virtue of that certain Plat of Lake Nona South Parcel 24A Block 4 Phase 2 recorded December ____, 201__ in Plat Book ____, Page ____, in the Public Records of Orange County, Florida (the "**Right-of-Way**"); and

WHEREAS, LNLC is the owner in fee of those certain lands being more particularly depicted and described in **Exhibit "A-1"** ("**SMA-8B**") and **Exhibit "A-2"** (the "**Drainage A-2 Area**"), both of which are attached hereto and by this reference incorporated herein, upon which LNLC intends to construct certain permanent drainage and conveyance facilities for the purposes of conveying stormwater drainage and runoff from the Right-of-Way to SMA-8B; and

WHEREAS, Beazer is the owner in fee of those certain lands being more particularly depicted and described in **Exhibit "A-3"**, attached hereto and by this reference incorporated herein (the "**Drainage A-1 Area**"), upon which LNLC intends to construct certain permanent drainage and conveyance facilities for the purposes of conveying stormwater drainage and runoff from the Right-of-Way to SMA-8B; and

WHEREAS, SMA-8B, the Drainage A-2 Area and the Drainage A-1 Area are referred to herein collectively as the "**Drainage Easement Areas**"; and

WHEREAS, Grantor desires to grant in favor of Grantee a permanent, non-exclusive drainage easement on, upon, over, under, across and through the Drainage Easement Areas to accommodate stormwater drainage and runoff from the Right-of-Way to SMA-8B, pursuant to the laws, rules and regulations and otherwise in accordance with all applicable permits and governmental requirements.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Drainage Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a permanent, nonexclusive easement on, upon, over, under, across and through the Drainage Easement Areas for stormwater discharge, conveyance, and runoff purposes from the Right-of-Way to SMA-8B, in accordance with and subject to any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto, including, without limitation, permits issued by the South Florida Water Management District.

3. **Right of Relocation.** Each applicable Grantor, at its expense, shall have the right from time to time to relocate and/or reconfigure all or any portion of the Drainage Easement Areas (together with any and all drainage facilities lying therein) lying within its property, as it deems necessary so long as such relocation or reconfiguration meets the standards described below. During the term of this Agreement, Grantee hereby consents to any relocation and/or reconfiguration of the Drainage Easement Areas and drainage facilities lying therein (either in whole or in part) proposed by such Grantor; provided that (i) the Drainage Easement Areas (or portions thereof), together with any and all drainage facilities, as so relocated and/or reconfigured, shall provide Grantee with substantially the same quality and capacity of permitted drainage rights as existed prior to such relocation; (ii) such Grantor obtains all necessary permits or modification of permits and constructs the relocated/reconfigured facilities consistent therewith; (iii) Grantee shall not be required to incur any additional costs associated with the relocation or reconfiguration of the Drainage Easement Areas, together with any and all drainage facilities, (iv) such Grantor shall pay for any expenses incurred in the relocation and/or reconfiguration of the Drainage Easement Areas and drainage facilities lying therein (either in whole or in part) in compliance with all governmental permits, approvals, and requirements; and (v) such Grantor shall deliver to Grantee an amendment to this Agreement together with a legal description for the relocated easement area. After execution of such amendment, the rights of Grantee shall automatically extend and fully apply to such relocated easement area to the same extent as they applied prior to such relocation of the Drainage Easement Areas and drainage facilities lying therein whereupon the rights of Grantee as to the relocated Drainage Easement Areas and drainage facilities lying therein (or portions thereof) shall be released and immediately revert to the applicable Grantor or its successor(s)-in-title.

4. **Repair and Maintenance.**

(a) Each Grantor shall repair and maintain the Drainage Easement Areas lying within its property and any drainage facilities lying therein and keep the same in good working order and repair in accordance with all applicable permits and other governmental requirements and at no cost to Grantee; provided, any Grantor may assign any or all of its repair, maintenance or other obligations hereunder to any Permitted Assignee (as defined herein) which assumes such obligations in writing at any time.

(b) In the event any required repair and/or maintenance hereunder is not performed in accordance with the foregoing standards, Grantee may deliver a notice to the applicable Grantor or Permitted Assignee, whichever is applicable, setting forth the maintenance deficiencies, whereupon Grantor or Permitted Assignee, as applicable, shall have a period of fifteen (15) days to remedy the deficiencies, or forty-eight (48) hours, in case of emergency. In the event the deficiencies are not remedied in a reasonable fashion within such fifteen (15) day period, or within such forty-eight (48) hour period in case of emergency, Grantee shall have the right, but not the obligation, to undertake all reasonably necessary maintenance and repair itself and recover from the applicable Grantor or such Permitted Assignee, as applicable, the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith. Such Grantor shall reimburse Grantee for Grantee's reasonable expenses in connection with any maintenance activities no less than sixty (60) days after Grantee provides a written request to such Grantor for such reimbursement, together with all applicable invoices, receipts and lien waivers for work performed (the "**Reimbursement Request**"). Grantor acknowledges that that the Grantee's repair and/or maintenance activities hereunder shall not operate to impose any obligation, responsibility or liability whatsoever upon the Grantee except as provided in this Agreement.

5. **Assignment and Termination.** Each Grantor, upon reasonable notice to Grantee, may assign its rights and obligations under this Agreement to any property owner association, municipality, district or other governmental authority ("**Permitted Assignee**") that agrees, by formal written assignment, "Assignment," to fully assume the applicable Grantor's obligations hereunder and to construct and/or maintain, repair and replace the drainage facilities within the Drainage Easement Areas under the same terms described herein, whereupon such Grantor shall be released from all obligations and liabilities hereunder. Any Party may record the Assignment in the Official Records of Orange County, Florida. Grantee may not assign its rights and obligations under this Agreement to any person or entity without the prior written consent of each Grantor, which may not be unreasonably withheld, conditioned or delayed. If the easement shall be abandoned by Grantee or terminated in any manner, all rights and privileges hereunder shall cease and the easement privileges and rights herein granted shall revert to the applicable Grantor. If the Drainage Easement Areas or any portion thereof is conveyed, platted or otherwise dedicated to and accepted by the City of Orlando preserving the easement rights created hereunder, this Agreement shall automatically terminate as to the portion of the Drainage Easement Areas being platted or otherwise dedicated.

6. **Insurance.** Each Grantor and/or any contractors performing work for such Grantor on the Drainage Easement Areas (or any portion thereof) in accordance with Section 4 above, shall maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted herein. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee as an additional insured, as its interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantee.

7. **Obligations.** Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. No Party shall knowingly discharge into or within the Drainage Easement Areas, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

8. **Beneficiaries of Easement Rights/Binding Effect.** The easement set forth in this Agreement shall be solely for the benefit of Grantee, for the purpose expressly provided for herein and for no other purpose. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Drainage Easement Areas for its intended purpose.

9. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

10. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Drainage Easement Areas or any other property in connection with the exercise of Grantee's rights or obligations hereunder. No Grantor shall permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Drainage Easement Areas or any other property not owned by such Grantor in connection with the exercise of such Grantor's rights or obligations hereunder.

11. **Amendments and Waivers.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Orange County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

12. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), to the addresses listed below or to such other addresses as a Party may from time to time designate by written notice in accordance with this paragraph:

To LNLC: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: James L. Zboril, President

With a copy to: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: Michelle Rencoret, Vice President &
General Counsel

and

With a copy to: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.

To Beazer: Beazer Homes Corp.
2600 Maitland Center Parkway, Suite 262
Maitland, FL 32751
Attention: Nick Gargasz

with a copy to: Beazer Homes Corp.
1000 Abernathy Road, Suite 260
Atlanta, Georgia 30328
Attention: Nicole C. Kibert, Esq.

and

Shuffield, Lowman & Wilson, P.A.
Gateway Center
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attention: Scott A. Cookson

To Grantee: City of Orlando
400 South Orange Avenue
Orlando, Florida 32801

With a copy to: City of Orlando
City Attorney's Office
400 South Orange Avenue
Orlando, Florida 32801
Attention: City Attorney

13. **Use of Drainage Easement Areas.** It is acknowledged and agreed that the easement granted under this Agreement is not an exclusive easement and that each Grantor shall have the right to use and enjoy the Drainage Easement Areas in any manner that does not impair the functioning of the drainage facilities within the Drainage Easement Areas and is not inconsistent with the easement rights created herein.

14. **Attorneys' Fees.** Should any action be brought arising out of this Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this Agreement.

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

Drainage Easement Areas and exist for the benefit of and shall run with title to the applicable property. In the event the Drainage Easement Areas are owned by multiple owners, then such owners shall comply with the terms hereof as to only its respective portion of the Drainage Easement Areas owned by such person or entity and no such owner shall be deemed jointly and severally liable with the other owners of any portion of the Drainage Easement Areas.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, LNLC, Beazer and Grantee have executed this Agreement as of the day and year set forth below.

"LNLC"

Signed, sealed and delivered in the presence of the following witnesses:

LAKE NONA LAND COMPANY, LLC,
a Florida limited liability company

Print Name: _____

By: _____
James L. Zboril, President

Print Name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by James L. Zboril, as President of **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____

"BEAZER"

Signed, sealed and delivered in the
presence of the following witnesses:

BEAZER HOMES, LLC,
a Delaware limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____, as _____ of **BEAZER HOMES, LLC**, a Delaware limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, as the acting _____ of the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, on behalf of said municipal corporation. He is personally known to me or has produced identification.

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

By: _____
Name: _____
Title: _____

(Signature of Notary Public)

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

EXHIBIT "A-1"

SMA-8B

[See Attached Sketch of Description CS#15-197(F) – 3 pages]



NOT PLATTED

THE GATHERINGS PARCEL

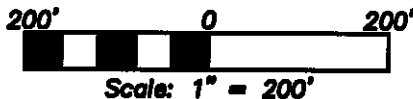
SKETCH OF DESCRIPTION

MATCH LINE SEE SHEET 2 FOR CONTINUATION

LEGEND

- L1 LINE NUMBER (SEE TABLE)
- C1 CURVE NUMBER (SEE TABLE)
- PCC POINT OF COMPOUND CURVATURE
- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- NT NON-TANGENT
- R/W RIGHT-OF-WAY
- PB PLAT BOOK
- PG(S) PAGE(S)
- PRC POINT OF REVERSE CURVATURE

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



POINT OF COMMENCEMENT

EASTERNMOST CORNER OF LAUREATE BOULEVARD (LAUREATE BOULEVARD PHASE 10 PLAT BOOK 81, PAGES 121 AND 122)

DRAINAGE EASEMENT

POINT OF BEGINNING

LAUREATE PARK PHASE 2A (PLAT BOOK 81, PAGES 41-58)

SEE SHEET 1 FOR SKETCH AND LEGEND.
SEE SHEET 2 FOR SKETCH, LINE TABLE AND CURVE TABLE
SEE SHEET 3 FOR NOTES AND LEGAL DESCRIPTION

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
THE GATHERINGS - DRAINAGE EASEMENT (SMA 8B)

10/10/16	PH	REVISED SKETCH AND DESCRIPTION
DATE	BY	DESCRIPTION



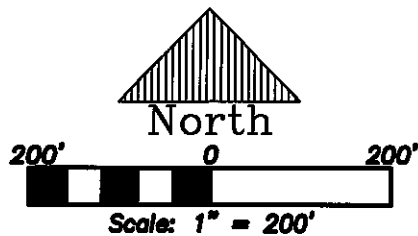
DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

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

Scott Grossman October 10, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: BW	CHECKED BY: SG	JOB NO. 15116	SCALE 1"=200'	SHEET 1 OF 3
DATE: 2/2016	DATE: 2/2016			

SKETCH OF DESCRIPTION



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

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N28°42'49"E	53.37'
L2	N05°47'13"E	256.85'
L3	N07°20'12"E	71.96'
L4	N87°38'15"E	42.16'
L5	S63°10'56"E	236.58'
L6	S53°10'05"E	305.67'
L7	S25°58'54"E	112.30'
L8	S09°15'38"E	108.74'
L9	S39°57'47"W	1268.23'
L10	N58°42'51"W	238.94'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	157.50'	87°25'40"	240.33'	217.68'	N15°00'01"W
C2	310.00'	12°50'56"	69.52'	69.37'	N35°08'17"E
C3	490.00'	35°46'32"	305.96'	301.01'	N23°40'29"E
C4	310.00'	50°46'18"	274.70'	265.80'	N31°10'22"E
C5	275.00'	22°03'11"	105.85'	105.19'	N45°31'56"E
C6	200.00'	27°10'08"	94.84'	93.95'	N20°55'16"E
C7	45.00'	80°18'03"	63.07'	58.03'	N47°29'14"E

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
THE GATHERINGS - DRAINAGE EASEMENT (SMA 8B)



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

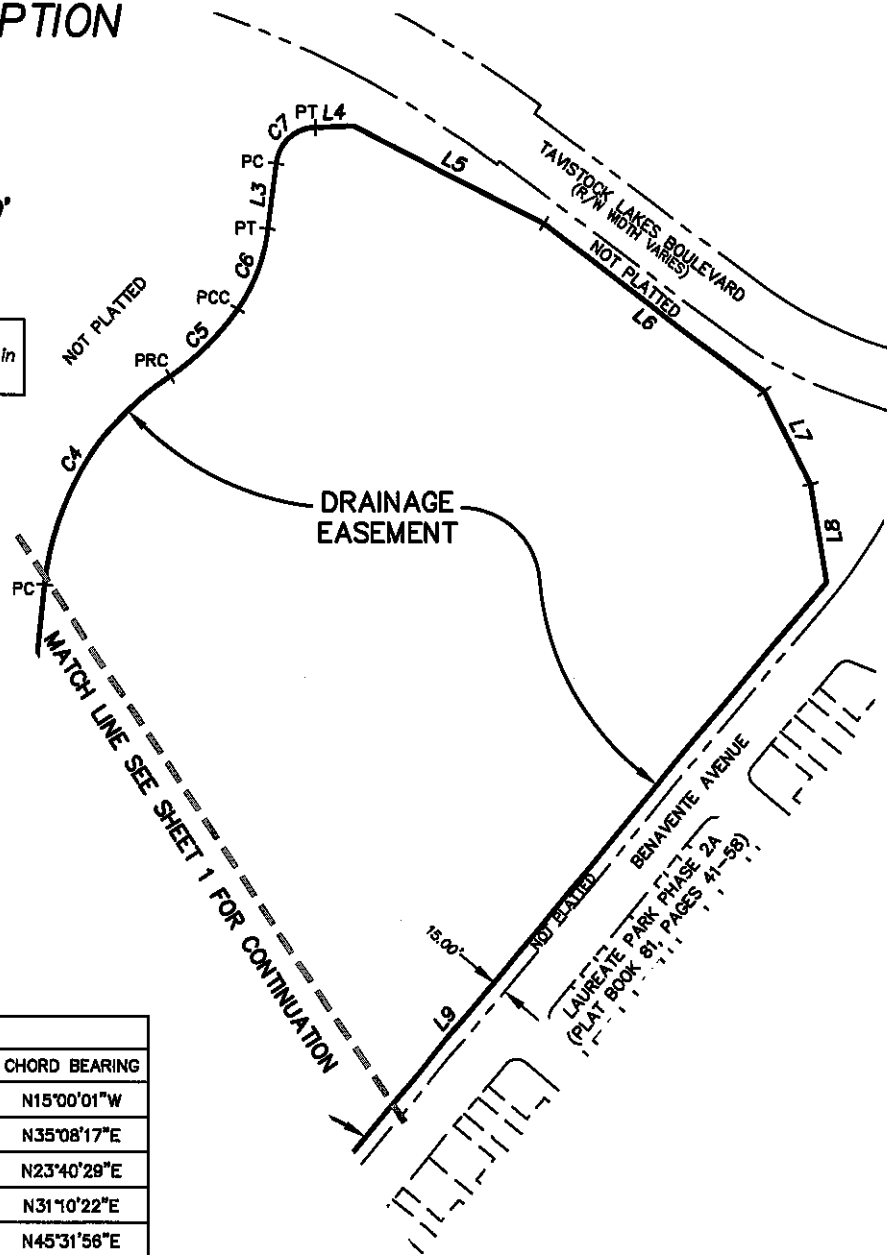
DRAWN BY: BW
DATE: 2/2016

CHECKED BY: SG
DATE: 2/2016

JOB NO.
15116

SCALE
1"=200'

SHEET 2
OF 3



SEE SHEET 1 FOR SKETCH AND LEGEND.

SEE SHEET 2 FOR SKETCH, LINE TABLE AND CURVE TABLE.

SEE SHEET 3 FOR NOTES AND LEGAL DESCRIPTION.

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Easternmost Corner of Laureate Boulevard, according to the plat of LAUREATE BOULEVARD PHASE 10, as recorded in Plat Book 81, Pages 121 and 122, of the Public Records of Orange County, Florida, thence N58°42'51"W along the Northerly right-of-way line of said Laureate Boulevard, 211.81 feet; thence departing said Northerly right-of-way line run N31°17'09"E, 30.00 feet to the POINT OF BEGINNING and a point on a non-tangent curve concave Easterly having a radius of 157.50 feet and a chord bearing of N15°00'01"W; thence Northerly along the arc of said curve through a central angle of 87°25'40" for a distance of 240.33 feet to the point of tangency; thence N28°42'49"E, 53.37 feet to the point of curvature of a curve concave Southeasterly having a radius of 310.00 feet and a chord bearing of N35°08'17"E; thence Northeasterly along the arc of said curve through a central angle of 12°50'56" for a distance of 69.52 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 490.00 feet and a chord bearing of N23°40'29"E; thence Northeasterly along the arc of said curve through a central angle of 35°46'32" for a distance of 305.96 feet to the point of tangency; thence N05°47'13"E, 256.85 feet to the point of curvature of a curve concave Southeasterly having a radius of 310.00 feet and a chord bearing of N31°10'22"E; thence Northeasterly along the arc of said curve through a central angle of 50°46'18" for a distance of 274.70 feet to the point of tangency; thence Northeasterly along the arc of a curve concave Northwesterly having a radius of 275.00 feet and a chord bearing of N45°31'56"E; thence Northeasterly along the arc of said curve through a central angle of 22°03'11" for a distance of 105.85 feet to the point of compound curvature of a curve concave Westerly having a radius of 200.00 feet and a chord bearing of N20°55'16"E; thence Northerly along the arc of said curve through a central angle of 27°10'08" for a distance of 94.84 feet to the point of tangency; thence N07°20'12"E, 71.96 feet to the point of curvature of a curve concave Southeasterly having a radius of 45.00 feet and a chord bearing of N47°29'14"E; thence Northeasterly along the arc of said curve through a central angle of 80°18'03" for a distance of 63.07 feet to the point of tangency; thence N87°38'15"E, 42.16 feet; thence S63°10'56"E, 236.58 feet; thence S53°10'05"E, 305.67 feet; thence S25°58'54"E, 112.30 feet; thence S09°15'38"E, 108.74 feet; thence S39°57'47"W, 1268.23 feet; thence N58°42'51"W, 238.94 feet to the POINT OF BEGINNING.

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

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Northerly right-of-way line of Laureate Boulevard, according to the plat of LAUREATE BOULEVARD PHASE 10, (Plat Book 81, Pages 121 & 122) as being N58°42'51"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH

THE GATHERINGS - DRAINAGE EASEMENT (SMA 8B)

SEE SHEET 1 FOR SKETCH AND LEGEND.

SEE SHEET 2 FOR SKETCH, LINE TABLE
AND CURVE TABLE.



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

DRAWN BY: BW
DATE: 2/2016

CHECKED BY: SG
DATE: 2/2016

JOB NO.
15116

SCALE
N/A

SHEET 3
OF 3

EXHIBIT "A-2"

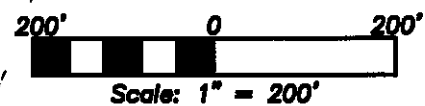
DRAINAGE A-2 AREA

[See Attached Sketch of Description CS#15-197(J-2) – 2 pages]

POINT OF BEGINNING

SKETCH OF DESCRIPTION

NOT PLATTED
DRAINAGE EASEMENT SMA 8B



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

THE GATHERINGS PARCEL

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°59'44"E	156.53'
L2	S71°40'04"E	334.18'
L3	S18°19'56"W	10.00'
L4	S71°40'04"E	74.26'
L5	N05°47'13"E	75.81'
L6	N71°40'04"W	391.98'
L7	S89°59'44"W	156.53'
L8	S00°00'16"E	64.00'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	718.00'	18°20'12"	229.78'	228.80'	S80°50'10"E
C2	782.00'	18°20'12"	250.27'	249.20'	N80°50'10"W

POINT OF COMMENCEMENT

EASTERNMOST CORNER OF
LAUREATE BOULEVARD
(LAUREATE BOULEVARD PHASE 10
PLAT BOOK 81, PAGES 121 AND 122)

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
THE GATHERINGS PARCEL - DRAINAGE EASEMENT "A-2"

DATE	BY	DESCRIPTION



DONALD W. McINTOSH ASSOCIATES, INC.

ENGINEERS PLANNERS SURVEYORS

2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

CERTIFICATE OF AUTHORIZATION NO. LB68

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

Scott Grossman October 10, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>15116</u>	SCALE <u>1"=200'</u>	SHEET <u>1</u>
DATE: <u>10/2016</u>	DATE: <u>10/2016</u>			OF <u>2</u>

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Easternmost Corner of Laureate Boulevard, according to the plat of LAUREATE BOULEVARD PHASE 10, as recorded in Plat Book 81, Pages 121 and 122, of the Public Records of Orange County, Florida, thence run the following courses and distances along the Northerly right-of-way line of said Laureate Boulevard: N58°42'51"W, 240.00 feet; N57°02'50"W, 412.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 800.00 feet and a chord bearing of N62°55'45"W; thence Northwesterly along the arc of said curve through a central angle of 11°45'50" for a distance of 164.25 feet to the point of compound curvature of a curve concave Southerly having a radius of 1780.00 feet and a chord bearing of N70°18'46"W; thence Westerly along the arc of said curve through a central angle of 03°00'13" for a distance of 93.31 feet to a non-tangent line; thence departing said Northerly right-of-way line run N00°00'16"W, 618.46 feet to the POINT OF BEGINNING; thence N89°59'44"E, 156.53 feet to the point of curvature of a curve concave Southerly having a radius of 718.00 feet and a chord bearing of S80°50'10"E; thence Easterly along the arc of said curve through a central angle of 18°20'12" for a distance of 229.78 feet to the point of tangency; thence S71°40'04"E, 334.18 feet; thence S18°19'56"W, 10.00 feet; thence S71°40'04"E, 74.26 feet; thence N05°47'13"E, 75.81 feet; thence N71°40'04"W, 391.98 feet to the point of curvature of a curve concave Southerly having a radius of 782.00 feet and a chord bearing of N80°50'10"W; thence Westerly along the arc of said curve through a central angle of 18°20'12" for a distance of 250.27 feet to the point of tangency; thence S89°59'44"W, 156.53 feet; thence S00°00'16"E, 64.00 feet to the POINT OF BEGINNING.

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

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Northerly right-of-way line of Laureate Boulevard, according to the plat of LAUREATE BOULEVARD PHASE 10, (Plat Book 81, Pages 121 & 122) as being N58°42'51"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
PB	PLAT BOOK
PG(S)	PAGE(S)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
C=	CHORD

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
THE GATHERINGS PARCEL - DRAINAGE EASEMENT "A-2"



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 2
DATE: 10/2016	DATE: 10/2016	15116	N/A	OF 2

SEE SHEET 1 FOR SKETCH

EXHIBIT "A-3"

DRAINAGE A-1 AREA

[See Attached Sketch of Description CS#15-197(J-1) – 2 pages]

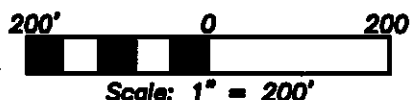
POINT OF BEGINNING

NOT PLATTED

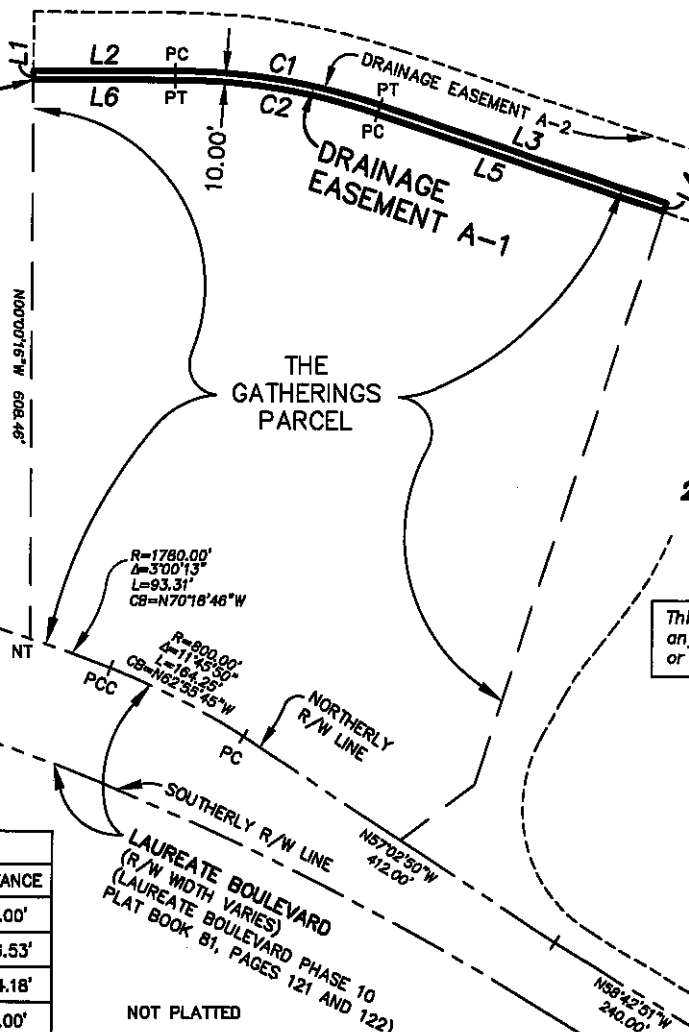
NOT PLATTED

SKETCH OF DESCRIPTION

NOT PLATTED
DRAINAGE EASEMENT SMA 88



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



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N00°00'16"W	10.00'
L2	N89°59'44"E	156.53'
L3	S71°40'04"E	334.18'
L4	S18°19'56"W	10.00'
L5	N71°40'04"W	334.18'
L6	S89°59'44"W	156.53'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	718.00'	18°20'12"	229.78'	228.80'	S80°50'10"E
C2	708.00'	18°20'12"	226.58'	225.62'	N80°50'10"W

POINT OF COMMENCEMENT

EASTERNMOST CORNER OF
LAUREATE BOULEVARD
(LAUREATE BOULEVARD PHASE 10
PLAT BOOK 81, PAGES 121 AND 122)

SEE SHEET 1 FOR SKETCH
SEE SHEET 2 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
THE GATHERINGS PARCEL - DRAINAGE EASEMENT "A-1"

DATE	BY	DESCRIPTION

REVISIONS



DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB88

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB88

Scott Grossman October 10, 2016
Florida Registered Surveyor and Mapper
Certificate No. 5048
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET
DATE: 10/2016	DATE: 10/2016	15116	1"=200'	1
				OF 2

SKETCH OF DESCRIPTION

DESCRIPTION:

That part of Section 25, Township 24 South, Range 30 East, Orange County, Florida, described as follows:

Commence at the Easternmost Corner of Laureate Boulevard, according to the plat of LAUREATE BOULEVARD PHASE 10, as recorded in Plat Book 81, Pages 121 and 122, of the Public Records of Orange County, Florida, thence run the following courses and distances along the Northerly right-of-way line of said Laureate Boulevard: N58°42'51"W, 240.00 feet; N57°02'50"W, 412.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 800.00 feet and a chord bearing of N62°55'45"W; thence Northwesterly along the arc of said curve through a central angle of 11°45'50" for a distance of 164.25 feet to the point of compound curvature of a curve concave Southerly having a radius of 1780.00 feet and a chord bearing of N70°18'46"W; thence Westerly along the arc of said curve through a central angle of 03°00'13" for a distance of 93.31 feet to a non-tangent line; thence departing said Northerly right-of-way line run N00°00'16"W, 608.46 feet to the POINT OF BEGINNING; thence continue N00°00'16"W, 10.00 feet; thence N89°59'44"E, 156.53 feet to the point of curvature of a curve concave Southerly having a radius of 718.00 feet and a chord bearing of S80°50'10"E; thence Easterly along the arc of said curve through a central angle of 18°20'12" for a distance of 229.78 feet to the point of tangency; thence S71°40'04"E, 334.18 feet; thence S18°19'56"W, 10.00 feet; thence N71°40'04"W, 334.18 feet to the point of curvature of a curve concave Southerly having a radius of 708.00 feet and a chord bearing of N80°50'10"W; thence Westerly along the arc of said curve through a central angle of 18°20'12" for a distance of 226.58 feet to the point of tangency; thence S89°59'44"W, 156.53 feet to the POINT OF BEGINNING.

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

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the Northerly right-of-way line of Laureate Boulevard, according to the plat of LAUREATE BOULEVARD PHASE 10, (Plat Book 81, Pages 121 & 122) as being N58°42'51"W, relative to the Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 2011 adjustment, as established from National Geodetic Survey control points "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46, and "GIS 0242 Burt" (PID AK7296), Northing 1467711.44, Easting 582877.80.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

L1	LINE NUMBER (SEE TABLE)
C1	CURVE NUMBER (SEE TABLE)
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
NT	NON-TANGENT
R/W	RIGHT-OF-WAY
PB	PLAT BOOK
PG(S)	PAGE(S)
Δ=	CENTRAL ANGLE
R=	RADIUS
L=	ARC LENGTH
CB=	CHORD BEARING
C=	CHORD

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH
THE GATHERINGS PARCEL - DRAINAGE EASEMENT "A-1"



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

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

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET 2
DATE: 10/2016	DATE: 10/2016	15116	N/A	OF 2

SEE SHEET 1 FOR SKETCH