

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

THIS DRAINAGE EASEMENT AGREEMENT (the "**Agreement**") is made effective as of this ____ day of _____, 201__ (the "**Effective Date**") by and among **KPMG LLP**, a Delaware limited liability partnership (the "**Grantor**"), whose address is 3 Chestnut Ridge Road, Montvale, New Jersey 07645, and **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company ("**LNLC**"), whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827, **MYRTLE CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is 12051 Corporate Boulevard Orlando, Florida 32817 (the "**CDD**"), and **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is 400 South Orange Avenue, Orlando, Florida 32801 (LNLC and the City are referred to herein collectively as the "**Grantee**") (Grantor, LNLC, CDD and the City are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain real property located in Orange County, Florida, being more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (the "**Easement Area**"); and

WHEREAS, the Easement Area contains a drainage swale and related natural drainage facilities (collectively, the "**Swale Facilities**") within the portion of the Easement Area as generally depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Swale Easement Area**"); and

WHEREAS, it is anticipated that LNLC will hereafter install an underground stormwater drainage pipe and ancillary facilities (the "**Pipe Facilities**"; the Pipe Facilities and Swale Facilities are sometimes collectively referred to herein as the "**Facilities**") under the portion of the Easement Area as generally depicted on **Exhibit "C"** attached hereto (the "**Pipe Easement Area**"); and

WHEREAS, Grantor desires to give, grant, and convey in favor of Grantee and CDD a perpetual, non-exclusive easement on, upon, over, under, across and through the Easement Area for the limited purposes of (i) constructing, installing, maintaining, repairing, replacing and restoring the Pipe Facilities within the Pipe Easement Area, and (ii) draining and conveying

stormwater from Grantee's and other adjacent lands through the Facilities located at the Easement Area, and from the Facilities to a drainage outfall into a conservation area adjacent to Red Lake, all in accordance with and subject to any and all applicable laws, ordinances, rules, regulations, permits and approvals of governmental and quasi-governmental agencies, and any future modifications or amendments thereto, including, without limitation, permits issued by the South Florida Water Management District (collectively, "**Laws**").

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, 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. **Creation of Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee and CDD a permanent, non-exclusive easement on, upon, over, under, across and through the Easement Area for the limited purposes of (i) constructing, installing, maintaining, repairing, replacing and restoring the Pipe Facilities within the Pipe Easement Area and to the extent required in accordance with applicable permits undertaking the initial improvements if any required to the Swale Facilities within the Swale Facility Area, and (ii) draining and conveying stormwater from (and for the benefit of) Grantee's and other adjacent lands through the Facilities located at the Easement Area and from the Facilities to a drainage outfall into a conservation area adjacent to Red Lake, in each case subject to the terms of this Agreement and in accordance with and subject to any and all applicable Laws (collectively, the "**Easement**"). All stormwater drainage conveyed through the Easement Area shall be untreated unless the applicable governmental authority requires such stormwater to be pre-treated. Grantee shall not cause or permit (and CDD shall not cause) any stormwater to be drained or conveyed through the Facilities or Easement Area which exceeds the capacity that the Facilities were designed to carry. Grantor and Grantee and CDD acknowledge that Grantor shall have the right (in common with Grantee) to use the Swale Facilities for the drainage and conveyance of storm water from Grantor's adjacent property, but that Grantor shall not use the Pipe Facilities installed by Grantee for such drainage or conveyance without the written consent of Grantee. The Parties acknowledge that (a) the initial construction and installation of the Pipe Facilities under the Pipe Easement Area and improvement of the Swale Facilities within the Swale Facility Area shall be performed and paid for by LNLC in accordance with the terms and provisions of one or more separate agreements between Grantor and LNLC, and (b) the Swale Facilities exist within the Swale Easement Area as of the Effective Date. Grantee and CDD hereby agree that the Pipe Facilities and all stormwater that is drained or conveyed to or through the Facilities and/or Easement Area pursuant to this Agreement shall be and remain the property of Grantee (and not of Grantor), and Grantor shall have no duties or obligations of any kind with respect to the Pipe Facilities or such stormwater. Without limitation of the terms of the preceding sentence, Grantee shall be solely responsible for any conveyance, transfer and/or drainage of any such stormwater from the Easement Area in, onto or through any real property located outside of the Easement Area, and Grantor shall have no responsibility therefor.

3. **Right of Relocation.** Grantor, at its expense, shall have the right from time to time to relocate and/or reconfigure all or any portion of the Easement Area (together with any and all Facilities lying therein), so long as such relocation or reconfiguration meets the standards described below. During the term of this Agreement, Grantee and CDD hereby consent to any relocation and/or reconfiguration of the Easement Area and Facilities lying therein (either in whole or in part) proposed by Grantor; provided that (i) the Easement Area (or portions thereof) and Facilities, as so relocated and/or reconfigured, shall comply with applicable Law and provide Grantee with substantially the same quality and capacity of permitted drainage rights as existed prior to such relocation as to the lands benefiting therefrom, and such relocation shall not impair or adversely affect the easements or rights of use granted to Grantee hereunder; (ii) Grantor obtains all necessary permits or modification of permits and constructs the relocated/reconfigured Facilities consistent therewith and otherwise in accordance with applicable Law; (iii) Grantor shall pay for any expenses incurred in the relocation and/or reconfiguration of the Easement Area and Facilities lying therein (whether in whole or in part) in compliance with all applicable Laws; (iv) at no time during (or after) any such relocation shall any of the rights, benefits or easements conferred upon the Grantee or CDD pursuant to this Agreement be diminished or made more burdensome or more expensive by reason of such relocation, and at all times during any such relocation, adequate and suitable area and facilities for drainage purposes within the Easement Area (or elsewhere on the larger parcel of property of which the Easement Area is a part) shall be available to Grantee; (v) the relocated Easement Area shall not contain any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any Laws pertaining to the environment and/or protection thereof ("**Environmental Laws**"); (vi) the priority of Grantee's and CDD's easements and rights under this Agreement with respect to all mortgages, liens and encumbrances affecting the title to the Easement Area (as relocated) shall not be affected by reason of such relocation, and the condition of Grantee's right, title and interest in the relocated Easement Area shall otherwise either be substantially the same as the condition of title to the Easement Area immediately prior to such relocation or otherwise reasonably acceptable to Grantee; and (vii) Grantor shall deliver to Grantee and CDD an amendment to this Agreement in a form reasonably acceptable to Grantee and CDD together with a legal description for the relocated easement area and a survey of the relocated easement area showing that the as-built relocated Facilities lie wholly within the boundaries of the relocated easement area. After execution of such amendment, the rights of Grantee and CDD shall automatically extend and fully apply to such relocated easement area to the same extent as they applied prior to such relocation of the Easement Area and Facilities lying therein whereupon the rights of Grantee and CDD as to the relocated Easement Area and Facilities lying therein (or portions thereof) shall be released and immediately revert to Grantor or its successor(s)-in-title, as applicable.

4. **Repair and Maintenance.**

(a) Grantor shall repair and maintain the Swale Facilities and keep the same in good working order and repair in accordance with all applicable permits and other Laws and at no cost to Grantee. Grantee shall repair and maintain the Pipe Facilities and keep the same in good working order and repair in accordance with all applicable permits and other Laws and at no cost to Grantor. Grantee and CDD shall provide Grantor with reasonable advance written notice prior to any entry by Grantee or CDD or their respective contractors onto the Pipe Easement Area for purposes of performing any maintenance, repair or other work with respect to

the Pipe Facilities, and once commenced will promptly and diligently continue such maintenance, repair and other work to completion. Neither Grantor, Grantee nor CDD shall perform (or permit any third party to perform) any alterations or modifications to the Easement Area or Facilities that would cause or result in an adverse effect on the other Party's use of the Easement Area or Facilities for the purposes contemplated by this Agreement.

(b) In the event any required repair and/or maintenance hereunder is not performed in accordance with the foregoing standards by the Party that is responsible therefor, any other Party may deliver a notice to the non-performing Party setting forth the maintenance deficiencies, whereupon the non-performing Party 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 commercially reasonable fashion within such fifteen (15) day period, or within such forty-eight (48) hour period in case of emergency, then the Party which provided notice of the applicable failure to repair or maintain shall have the right, but not the obligation, to undertake all reasonably necessary maintenance and repair itself and recover from the non-performing Party the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith, together with interest at the rate of three percent (3%) over the Prime Rate of Interest (or its equivalent) announced from time to time by JP Morgan Chase Bank, N.A. (or its successor) per annum, from the date the payment is due not to exceed the rate of interest allowed under Florida law. The non-performing Party shall reimburse the other Party for its reasonable expenses in connection with any maintenance activities no less than thirty (30) days after such other Party provides a written request to the non-performing Party for such reimbursement, together with all applicable invoices, receipts and lien waivers for work performed.

5. Damage.

(a) In the event that LNLC, the City or CDD, respectively, their respective employees, agents, assignees, or contractors cause damage to the Easement Area or any of the improvements located within the Easement Area, or causes damage to Grantor's other property or any improvements located thereon, in the exercise of the easement rights granted herein, then the party responsible for said damage, at said party's sole cost and expense agrees to commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical to the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines and other structures, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantee and CDD shall allow no lien to attach to the Easement Area or any improvements located on said property or Grantor's other property arising out of work performed by, for, or on behalf of Grantee or CDD, respectively.

(b) In the event that Grantor, its respective employees, agents or contractors, cause damage to the Facilities located within the Easement Area, Grantor, at Grantor's sole cost and expense, agrees to commence and diligently pursue the restoration of the Facilities so damaged to as nearly as practical to the original condition, within thirty (30) days after receiving written notice of the occurrence of any such damage, and Grantor shall allow no lien to attach to

the Easement Area or any Facilities located thereat arising out of work performed by, for, or on behalf of Grantor.

6. **Insurance.** LNLC, the CDD, and/or any contractors performing work for Grantee or CDD, respectively, on the Easement Area or the Facilities lying therein (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 Grantor as an additional insured, 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 Grantor. Nothing herein operates as a waiver of the CDD's or City's sovereign immunity or the limits of liability under Florida law.

7. **Indemnity.** To the extent permitted by law and without waiving any of the protections or immunities afforded by Florida law, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all actions, causes of action, claims, demands, liabilities, judgments, costs, expenses whatsoever (including, without limitation attorneys' fees at trial and appellate levels) to the extent arising out of the negligent acts or omissions or intentional misconduct of such Party's officers, staff, or employees on the Easement Area pursuant to this Agreement, any breach, violation or default under this Agreement by any such Party, and/or any act or omission of any such Party, its agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, and invitees on the Easement Area pursuant to this Agreement, excepting those acts or omissions to the extent arising out of the negligence of the other Party, its designated agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, and invitees. Nothing in this Agreement constitutes a waiver of the City's sovereign immunity or the limits of liability established under Florida law.

8. **Obligations.** Any rights granted hereunder shall be exercised only in accordance and compliance with any and all applicable Laws. No Party shall discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any applicable Environmental Laws, except in accordance with such Environmental Laws.

9. **Assignment by Grantee.** Grantee or CDD shall not assign this Agreement or the Easement (or any right, title or interest therein) to any person or entity except (i) in the case of LNLC, any successor in title to the real property owned by LNLC from which the stormwater described in this Agreement drains through the Facilities described herein, or (ii) in the case of the City or CDD, a governmental agency which succeeds to the operation, maintenance and repair of the stormwater drainage system of which the Facilities are a part. In the event of an assignment permitted by the preceding sentence, the Grantee or CDD making such assignment shall be entirely freed and relieved of all of its covenants and obligations hereunder accruing after the date of such assignment; provided, that (a) such Grantee or CDD shall not be freed or relieved from any obligations or liabilities relating to the period of time prior to the date of such

assignment, and (b) upon such assignment the assignee shall execute and deliver to Grantor an instrument in form reasonably acceptable to Grantor assuming all of the assigning Grantee's and CDD's covenants and obligations hereunder accruing after the date of such assignment. Notwithstanding anything contained in the foregoing to the contrary, Grantee or CDD may assign its maintenance obligations under this Agreement to any property owner association, municipality, district or other governmental authority ("**Grantee Permitted Assignee**") that agrees to maintain, repair and replace the Easement Area and Facilities lying therein under the same terms described herein, whereupon Grantee or CDD shall be released from all obligations and liabilities hereunder. By way of clarification, and notwithstanding anything contained herein to the contrary, Grantee may assign its rights and obligations under this Agreement to a community development district who may levy assessments to cover the costs incurred hereunder by such Grantee Permitted Assignee. In the event of any assignment of this Agreement by Grantee or CDD to a Grantee Permitted Assignee, Grantee or CDD shall provide written notice to Grantor of the name and notice address of such Grantee Permitted Assignee.

10. **Assignment by Grantor.** Grantor may assign its maintenance obligations under this Agreement to any property owner association, municipality, district or other governmental authority (a "**Grantor Permitted Assignee**") that agrees to maintain, repair and replace the Swale Easement Area and Swale Facilities lying therein under the same terms described herein, whereupon Grantor shall be released from all such maintenance obligations and liabilities hereunder. By way of clarification, and notwithstanding anything contained herein to the contrary, Grantor may assign its rights and obligations under this Agreement to a community development district who may levy assessments to cover the costs incurred hereunder by such Grantor Permitted Assignee, provided that such community development district has accepted such assignment and agreed to perform Grantor's obligations hereunder. In the event of any assignment of this Agreement by Grantor to a Grantor Permitted Assignee, Grantor shall provide written notice to Grantee and CDD of the name and notice address of such Grantor Permitted Assignee.

11. **Beneficiaries of Easement Rights/Binding Effect.** The Easement set forth in this Agreement shall be solely for the benefit of Grantee and CDD, 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 Easement Area for its intended purpose.

12. **Limitation on Use.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights other than those expressly provided for herein.

13. **Liens.** LNLC, the City and CDD shall each not permit (and the responsible party shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area or any other property in connection with the exercise of LNLC's, the City's or CDD's rights or obligations hereunder. Grantor shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the portion of the Easement Area owned by Grantor or any other property not owned by Grantor in connection with the exercise of Grantor's rights or obligations hereunder. Nothing contained in the foregoing shall be deemed to prohibit any Party from granting a mortgage or similar lien on its respective rights and interests under this Agreement.

14. **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.

15. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given upon receipt or refusal of receipt, to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

16. **Use of Easement Area.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that nothing contained in this Agreement shall prohibit or limit Grantor from using and enjoying the Easement Area, or from granting to others the right to use and enjoy the Easement Area, in any manner that does not impair or adversely affect the use of the Easement Area and/or Facilities within the Easement Area for the purposes contemplated hereby, and is not inconsistent with the easement rights created herein. Grantor's right to use and enjoy the Easement Area shall include, but not be limited to, the right to install landscaping, hardscaping, sidewalks, plantings, ground cover, roadways, driveways, parking areas, fences, walks and/or utility lines within the Easement Area. Grantee and CDD shall not exercise their respective easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Grantor's operations on the Easement Area.

17. **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.

18. **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, CDD, Grantor, and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Easement Area and exist for the benefit of and shall run with title to the applicable property.

19. **Grantor.** The term "Grantor" as used in this Agreement means only the owner or owners at the time being of the Easement Area, so that in the event of any assignment, transfer, conveyance or sale, once or successively, of all of the right, title and interest of a Grantor in and to the Easement Area, said Grantor making such assignment, transfer, conveyance or sale shall be entirely freed and relieved of all covenants and obligations of the Grantor hereunder accruing after the date of such assignment, transfer, conveyance or sale, and the Grantee and CDD shall look solely to the assignee, transferee or purchaser with respect thereto; provided, that (i) such Grantor shall not be freed or relieved from any obligations or liabilities relating to the period of time during which such Grantor was the owner of the Easement Area, and (ii) upon such assignment, transfer, conveyance or sale, such assignee, transferee or purchaser shall automatically, and without the necessity of further action of any kind, be deemed to have assumed all of Grantor's covenants and obligations hereunder accruing after the date of such assignment, transfer, conveyance or sale.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor, Grantee and CDD have caused this Agreement to be effective as of the day and year first set forth above.

"GRANTOR"

Signed, sealed and delivered
in the presence of:

KPMG LLP,
a Delaware limited liability partnership

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 KPMG LLP, a Delaware limited liability partnership, on behalf of said limited liability partnership. He/She is personally known to me or has produced _____ as identification.

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

"LNLC"

Signed, sealed and delivered
in the presence of:

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 the company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

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

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

"CITY"

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

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

Print Name:_____

By: _____

Name: _____

Title: _____

Print Name:_____

STATE OF FLORIDA)

)

COUNTY OF ORANGE)

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/She is personally known to me or has produced _____ identification.

(Signature of Notary Public)

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

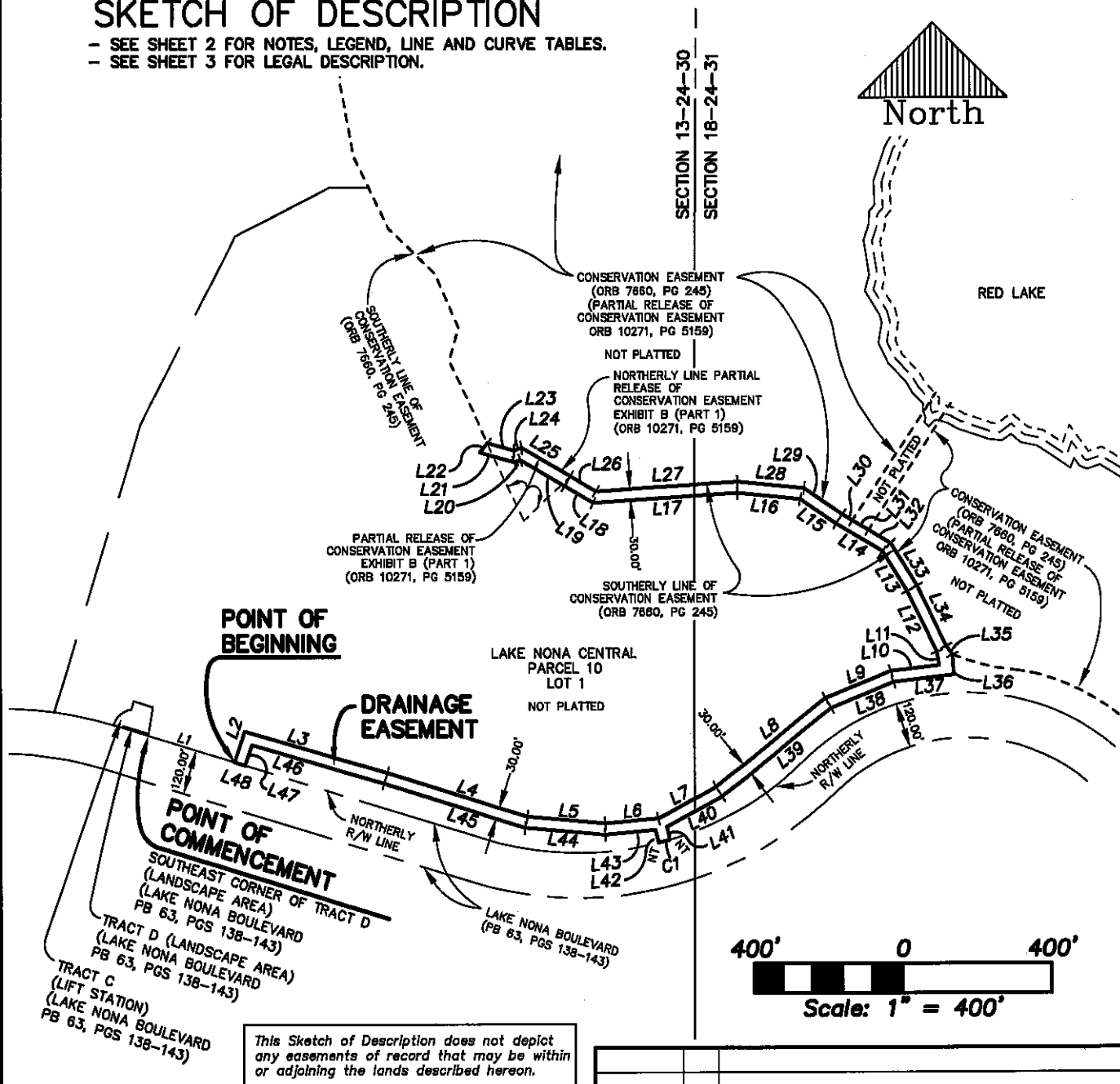
EXHIBIT "A"

EASEMENT AREA

[See Attached Sketch of Description CS#16-169(I) – 3 pages]

SKETCH OF DESCRIPTION

- SEE SHEET 2 FOR NOTES, LEGEND, LINE AND CURVE TABLES.
- SEE SHEET 3 FOR LEGAL DESCRIPTION.



PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL PARCEL 10 LOT 1 - DRAINAGE EASEMENT

12/9/16	PH	REVISED DESCRIPTION
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. LB68

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

Scott Grossman
 December 09, 2016
 Florida Registered Surveyor and Mapper
 Certificate No. 5048
 NOT VALID WITHOUT THE SIGNATURE AND THE
 ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
 SURVEYOR AND MAPPER.

DRAWN BY: PH
 DATE: 12/2016

CHECKED BY: SG
 DATE: 12/2016

JOB NO.
15122.005

SCALE
1"=400'

SHEET 1
 OF 3

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR SKETCH
- SEE SHEET 3 FOR LEGAL DESCRIPTION.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S73°00'20"E	243.85'
L2	N18°58'06"E	86.68'
L3	S73°56'25"E	400.39'
L4	S72°36'20"E	395.65'
L5	S85°06'58"E	211.48'
L6	N85°02'42"E	146.90'
L7	N61°36'31"E	176.93'
L8	N51°18'38"E	379.19'
L9	N67°37'54"E	189.11'
L10	N83°25'02"E	133.65'
L11	N11°25'47"W	36.16'
L12	N26°29'49"W	181.51'
L13	N31°29'01"W	125.28'
L14	N59°04'16"W	144.63'
L15	N55°24'43"W	116.59'
L16	N84°25'55"W	173.59'
L17	S86°20'05"W	391.43'
L18	N59°58'29"W	89.67'
L19	N59°58'29"W	138.12'
L20	S69°11'57"W	15.70'
L21	N74°40'30"W	98.34'
L22	N40°03'19"E	33.03'
L23	S74°40'30"E	74.74'
L24	N69°11'57"E	20.17'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L25	S59°58'29"E	152.38'
L26	S59°58'29"E	80.59'
L27	N86°20'05"E	384.77'
L28	S84°25'55"E	183.78'
L29	S55°24'43"E	123.39'
L30	S59°04'16"E	31.35'
L31	S59°04'16"E	50.05'
L32	S59°04'16"E	68.63'
L33	S31°29'01"E	133.96'
L34	S26°29'49"E	180.12'
L35	S36°44'11"E	29.29'
L36	S02°55'11"E	53.56'
L37	S83°25'02"W	185.02'
L38	S67°37'54"W	180.65'
L39	S51°19'38"W	377.60'
L40	S61°36'31"W	171.25'
L41	S13°16'20"E	35.90'
L42	N13°16'20"W	35.44'
L43	S85°02'42"W	139.63'
L44	N85°06'58"W	217.35'
L45	N72°36'20"W	398.59'
L46	N73°56'25"W	371.52'
L47	S18°58'06"W	57.13'
L48	N73°00'20"W	30.02'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	880.00'	1°57'16"	30.02'	30.02'	S74°46'55"W

LEGEND

R/W RIGHT-OF-WAY
 PB PLAT BOOK
 PG PAGE
 PG(S) PAGES
 NT NON-TANGENT
 L1 LINE NUMBER (SEE TABLE)
 C1 CURVE NUMBER (SEE TABLE)
 SECTION SECTION, TOWNSHIP, RANGE
 13-24-30
 ORB OFFICIAL RECORDS BOOK

NOTES:

- THIS IS NOT A SURVEY.
- NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- BEARINGS BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE NONA BOULEVARD, ACCORDING TO THE PLAT OF LAKE NONA BOULEVARD, AS RECORDED IN PLAT BOOK 63, PAGES 138-143, AS BEING S73°00'20"E, 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.



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

PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL PARCEL 10 LOT 1
DRAINAGE EASEMENT

DRAWN BY: PH	CHECKED BY: SG	JOB NO.	SCALE	SHEET
DATE: 12/2016	DATE: 12/2016	15122.005	N/A	2
				OF 3

SKETCH OF DESCRIPTION

- SEE SHEET 1 FOR SKETCH.
- SEE SHEET 2 FOR NOTES, LEGEND, LINE AND CURVE TABLES.

DESCRIPTION:

That part of Section 13, Township 24 South, Range 30 East and that part of Section 18, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of Tract D, according to the plat of LAKE NONA BOULEVARD, as recorded in Plat Book 63, Pages 138 through 143, of the Public Records of Orange County, Florida; thence S73°00'20"E along the Northerly right-of-way line of Lake Nona Boulevard, according to said plat of LAKE NONA BOULEVARD for a distance of 243.85 feet to the POINT OF BEGINNING; thence departing said Northerly right-of-way line run N18°58'06"E, 86.68 feet; thence S73°56'25"E, 400.39 feet; thence S72°36'20"E, 395.65 feet; thence S85°06'58"E, 211.48 feet; thence N85°02'42"E, 146.90 feet; thence N61°36'31"E, 176.93 feet; thence N51°19'38"E, 379.19 feet; thence N67°37'54"E, 189.11 feet; thence N83°25'02"E, 133.65 feet; thence N11°25'47"W, 36.16 feet; thence N26°29'49"W, 181.51 feet; thence N31°29'01"W, 125.28 feet; thence N59°04'16"W, 144.63 feet; thence N55°24'43"W, 116.59 feet; thence N84°25'55"W, 173.59 feet; thence S86°20'05"W, 391.43 feet; thence N59°58'29"W, 89.67 feet; thence N59°58'29"W, 138.12 feet; thence S69°11'57"W, 15.70 feet; thence N74°40'30"W, 98.34 feet; thence N40°03'19"E, 33.03 feet to the Northerly line of a Partial Release of Conservation Easement, as described in Exhibit B (Part 1), of Official Records Book 10271, Page 5159, of the Public Records of Orange County, Florida; thence S74°40'30"E along said Northerly line, 74.74 feet; thence N69°11'57"E along said Northerly line, 20.17 feet; thence S59°58'29"E along said Northerly line, 152.38 feet to the Southerly line of a Conservation Easement, as described in Official Records Book 7660, Page 245, of the Public Records of Orange County, Florida; thence departing said Northerly line run the following courses and distances along said Southerly line: S59°58'29"E, 80.59 feet; N86°20'05"E, 384.77 feet; S84°25'55"E, 183.78 feet; S55°24'43"E, 123.39 feet; S59°04'16"E, 31.35 feet; thence departing said Southerly line run S59°04'16"E, 50.05 feet to said Southerly line of a Conservation Easement, as described in Official Records Book 7660, Page 245; thence run the following courses and distances along said Southerly line: S59°04'16"E, 69.63 feet; S31°29'01"E, 133.96 feet; S26°29'49"E, 180.12 feet; S36°44'11"E, 29.29 feet; thence departing said Southerly line run S02°55'11"E, 53.56 feet; thence S83°25'02"W, 165.02 feet; thence S67°37'54"W, 180.65 feet; thence S51°19'38"W, 377.60 feet; thence S61°36'31"W, 171.25 feet; thence S13°16'20"E, 35.90 feet to the aforesaid Northerly right-of-way line of Lake Nona Boulevard and a point on a non-tangent curve concave Northerly having a radius of 880.00 feet and a chord bearing of S74°46'55"W; thence Westerly along said Northerly right-of-way line and along the arc of said curve through a central angle of 01°57'16" for a distance of 30.02 feet to a non-tangent line; thence N13°16'20"W, 35.44 feet; thence S85°02'42"W, 139.63 feet; thence N85°06'58"W, 217.35 feet; thence N72°36'20"W, 398.59 feet; thence N73°56'25"W, 371.52 feet; thence S18°58'06"W, 57.13 feet to the aforesaid Northerly right-of-way of Lake Nona Boulevard; thence N73°00'20"W long said Northerly right-of-way line run, 30.02 feet to the POINT OF BEGINNING.

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



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DRAWN BY: <u>PH</u>	CHECKED BY: <u>SG</u>	JOB NO. <u>15122.005</u>	SCALE <u>N/A</u>	SHEET <u>3</u> OF <u>3</u>
DATE: <u>12/2016</u>	DATE: <u>12/2016</u>			

LAKE NONA CENTRAL PARCEL 10 LOT 1
DRAINAGE EASEMENT

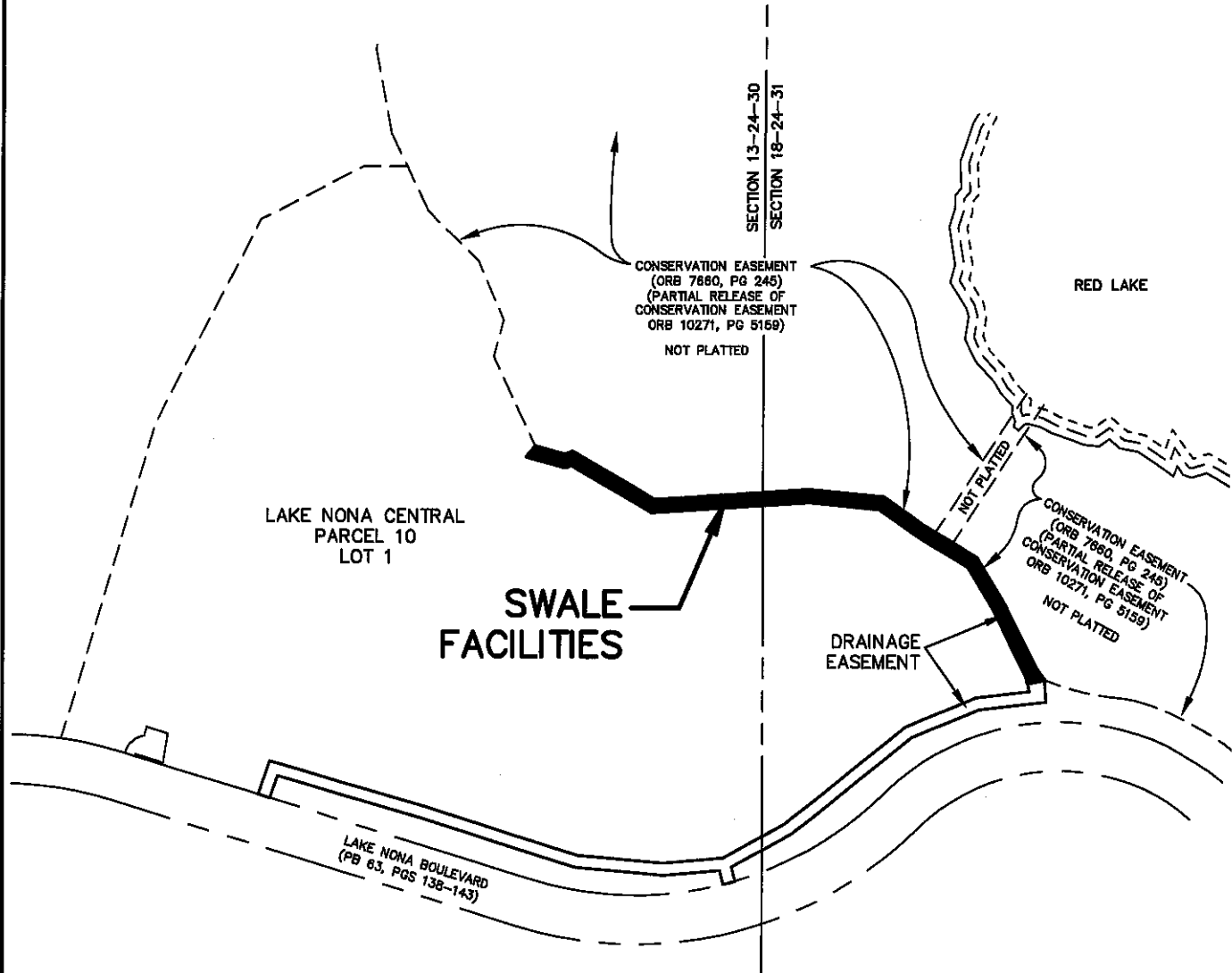
EXHIBIT "B"

SWALE EASEMENT AREA

[See Attached 1 Page]

EXHIBIT B

SEE DONALD W. McINTOSH ASSOCIATES, INC.
SKETCH CS# 16-169(I) FOR ADDITIONAL INFORMATION



PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL PARCEL 10 LOT 1 - DRAINAGE EASEMENT EXHIBIT B



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

DRAWN BY: PH
DATE: 12/2016

CHECKED BY: SG
DATE: 12/2016

JOB NO.
15122.005

SCALE
1"=400'

SHEET 1
OF 1

THIS IS NOT A SURVEY

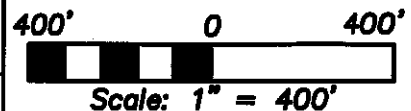


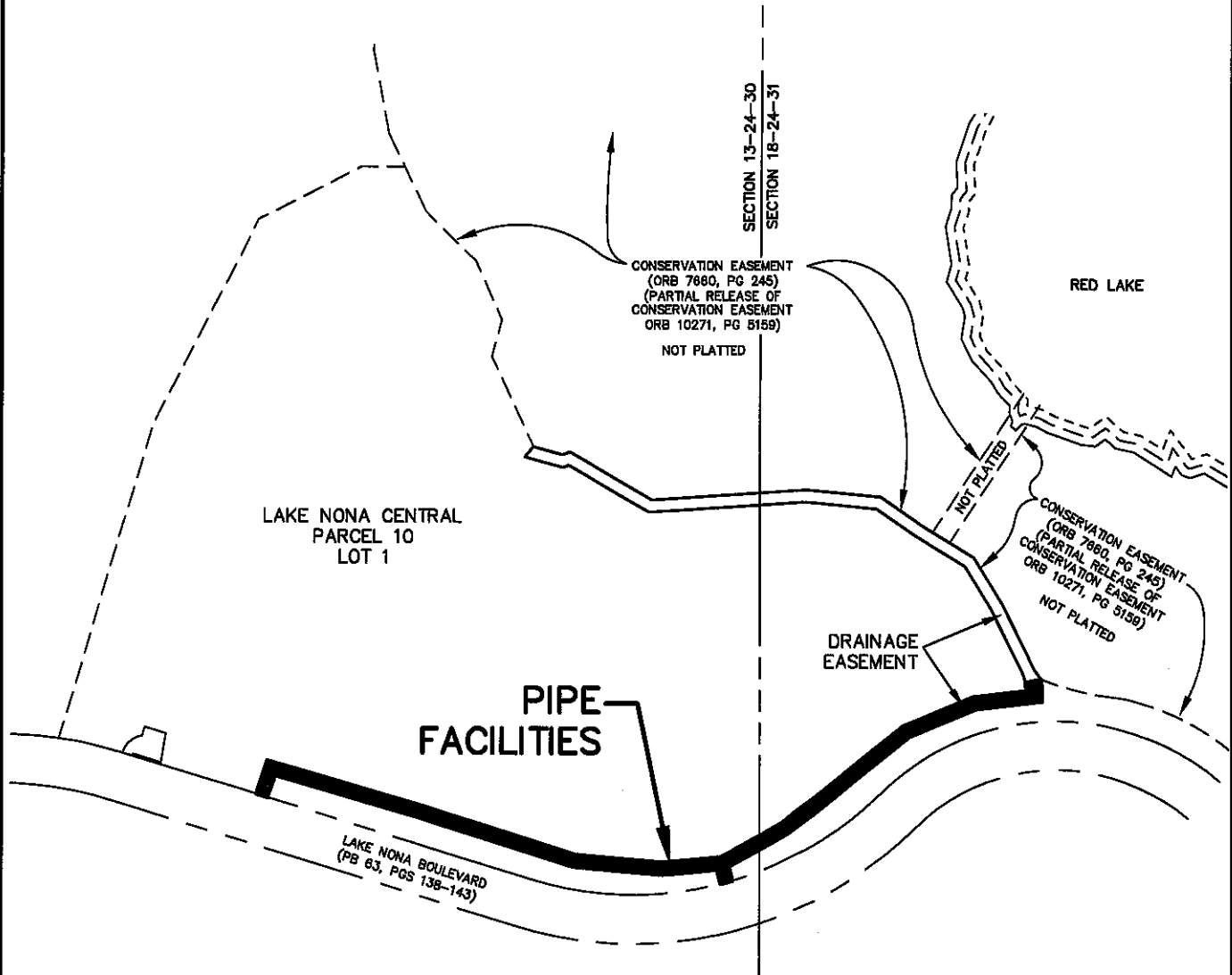
EXHIBIT "C"

PIPE EASEMENT AREA

[See Attached 1 Page]

EXHIBIT C

SEE DONALD W. McINTOSH ASSOCIATES, INC.
SKETCH CS# 16-169(I) FOR ADDITIONAL INFORMATION



PREPARED FOR:

LAKE NONA LAND COMPANY, LLC

LAKE NONA CENTRAL PARCEL 10 LOT 1 - DRAINAGE EASEMENT EXHIBIT C



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OF 1

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