

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

FOR RECORDING DEPARTMENT USE ONLY

PARTIAL RELEASE OF
WATER LINE AND ACCESS EASEMENT AGREEMENT
(Release of Parcel 15)

THIS PARTIAL RELEASE OF WATER LINE AND ACCESS EASEMENT AGREEMENT (the “**Partial Release**”) is made and entered into as of this ____ date of _____, 2016 (the “**Effective Date**”) by **ORLANDO UTILITIES COMMISSION (“OUC”)**, a Florida statutory commission, whose address is 100 West Anderson Street, Orlando, Florida 32801, and the **CITY OF ORLANDO**, a municipal corporation, whose address is 400 S. Orange, Orlando, Florida 32801 (collectively, the “**Grantees**”);

W I T N E S S E T H :

WHEREAS, Lake Nona Land Company, LLC, a Florida limited liability company, BAS, L.L.C., a Florida limited liability company, and the Grantees entered into that certain Water Line and Access Easement Agreement recorded January 14, 2004 in Official Record Book 7265, Page 4525, as amended by that certain Amendment to Water Line and Access Easement Agreement recorded June 29, 2006 in Official Record Book 8725, Page 3850, both in the Public Records of Orange County, Florida (collectively, the “**Agreement**”); and

WHEREAS, pursuant to Section 6 of the Agreement, the Grantees have a lien right against the real property being more particularly described in **Exhibit “F”** therein (the “**Released Property**”); and

WHEREAS, the Grantees have agreed to release any and all rights created under the Agreement to impose a lien against the Released Property and forever discharge, terminate and release the Released Property from the Agreement; and


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

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantees hereby discharge, terminate and release the Released Property from any and all rights and obligations created under the Agreement, without otherwise impairing the operation and effect of the Agreement. From and after the Effective Date, the Grantees shall have no lien rights against the Released Property and the Released Property shall not be deemed encumbered by the Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

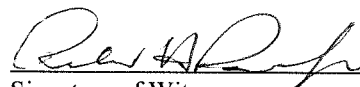
IN WITNESS WHEREOF, the parties hereto have executed this Partial Release as of the Effective Date.

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



Signature of Witness
ELIZABETH M MASON

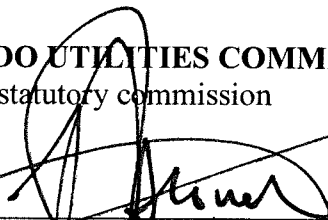
Printed Name of Witness



Signature of Witness
Kenneth P. Ksionek

Printed Name of Witness

ORLANDO UTILITIES COMMISSION,
a Florida statutory commission

By: 

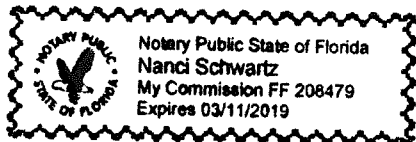
Printed Name: KENNETH P. KSIONEK


Title: GENERAL MANAGER & CEO

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3 day of January, 2017, by Ken Ksionek, as General Manager & CEO of ORLANDO UTILITIES COMMISSION, a Florida statutory commission, on behalf of said commission, and is personally known to me or has produced _____ as identification.

(NOTARY SEAL)





Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

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

CITY OF ORLANDO,
a Florida municipal corporation

Signature of Witness

Printed Name of Witness

By: _____

Printed Name: _____

Title: _____

Signature of Witness

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of CITY OF ORLANDO, a Florida municipal corporation, on behalf of the corporation, and is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

Notary Public, State of Florida

Commission No.: _____

My Commission Expires: _____