

Prepared By and Return To:

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ASSIGNMENT OF DRAINAGE EASEMENT AGREEMENT
(Wellspring Drive)

THIS ASSIGNMENT OF DRAINAGE EASEMENT AGREEMENT (the “**Assignment**”) is made and entered into this ____ day of _____, 2017 (the “**Effective Date**”) by **MYRTLE CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**Assignor**”), to and in favor of **CITY OF ORLANDO**, a municipal corporation, whose mailing address is 400 S. Orange Avenue, Orlando, Florida 32801 (the “**Assignee**”) (Assignor and Assignee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, of even date herewith, Assignee 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 “**Roadway**”); and

WHEREAS, pursuant to that certain Drainage Easement Agreement recorded April 29, 2016 under Document Number 20160218814, in the Public Records of Orange County, Florida by and between Lake Nona Central, LLC, a Florida limited liability company, (“**LNC**”), as grantor, and Assignor, as grantee (the “**Easement Agreement**”), LNC granted in favor of Assignor a permanent, non-exclusive drainage easement on, upon, over, under, across and through the Drainage Easement Parcel (as defined therein) for the limited purpose of stormwater runoff from the Roadway, subject to any and all applicable permits and other governmental requirements, including, without limitation, permits issued by the South Florida Water Management District (the “**Drainage Easement**”). Assignor has no knowledge of any permits or other governmental requirements, including those issued or promulgated by the South Florida Water Management District that would impair or interfere with Assignee’s exercise of its rights under the Easement Agreement; and

WHEREAS, pursuant to Section 9 of the Easement Agreement, the Drainage Easement, together with all rights and obligations belonging thereto, shall run in favor of such successor-in-title to the Roadway; and

WHEREAS, Assignee is the successor-in-title to the Roadway from Assignor; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Easement Agreement, upon such terms and provisions as more particularly described herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Assignee to the Assignor, 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, the Parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Easement Agreement.

2. **Assignment of Drainage Easement.** Assignor hereby grants, bargains, sells and conveys in favor of Assignee all of its right, title and interest in and to the Easement Agreement including, without limitation, the Drainage Easement for the benefit of the Roadway. By acceptance and use of the rights and benefits granted herein, Assignee covenants and agrees to act in accordance with the terms and conditions set forth herein and in the Easement Agreement. Notwithstanding the above, Assignee is self-insured and will not be required to carry liability insurance as referenced in Section 6 of the Easement Agreement. Assignee will however require its contractors to do so. Also, as referenced in Section 5 of the Easement Agreement, this Assignment does not constitute termination thereof.

3. **Miscellaneous.** This Assignment 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 Assignment, 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 Assignment, 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 Assignment shall be valid and enforceable to the fullest extent permitted by law. This Assignment shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Orange County, Florida. The section headings in this Assignment are for convenience only, shall in no way define or limit the scope or content of this Assignment, and shall not be considered in any construction or interpretation of this Assignment or any part hereof. Where the sense of this Assignment 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 Assignment 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 Assignment may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Assignment. Time is of the essence of this Assignment. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the Effective Date.

“ASSIGNOR”

Signed, sealed and delivered
in the presence of:

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

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of **MYRTLE CREEK IMPROVEMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes. He/She 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: _____

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

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, 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"

ROADWAY

Tract R, WELLSRING DRIVE, according to the plat thereof, as recorded in Plat Book 89, Pages 56 through 58, inclusive, in the Public Records of Orange County, Florida