

THIS INSTRUMENT WAS
PREPARED BY AND RETURN TO:

Sara W. Bernard, Esq.
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

**CONFIRMATORY ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER
UTILITY EASEMENT**

THIS CONFIRMATORY ASSIGNMENT OF RIGHTS AND OBLIGATIONS UNDER UTILITY EASEMENT ("Assignment"), is made effective as of the ____ day of _____, 2020 by and between MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, whose mailing address is 5337 Millenia Lake Blvd., Suite 160, Orlando, FL 32839 ("Assignor"), the ORLANDO UTILITIES COMMISSION, a municipal utility, whose mailing address is Reliable Plaza at 100 West Anderson Street, Orlando, FL 32802 ("OUC"), and the CITY OF ORLANDO, a municipal corporation created by and existing under the laws of the state of Florida, whose mailing address is P.O. Box 4990, 400 South Orange Avenue, Orlando, FL 32802-4990 (the "City" and together with OUC being referred to herein collectively as "Assignee").

WITNESSETH:

WHEREAS, on March 12, 2012, a Utility Easement ("Easement") was recorded in Official Records Book 10345, Page 1886, in the Public Records of Orange County, Florida; and

WHEREAS, Assignor is the Grantee under the Easement;

WHEREAS, the City, along with The Greater Orlando Aviation Authority, is the Grantor under the Easement and the City, along with OUC, is the Assignee under this Assignment.

WHEREAS, Section 6 of the Easement provides that Grantee may assign certain of its rights and obligations under the Easement to Assignee;

WHEREAS, on or about June 8, 2013, Assignor assigned certain rights and obligations under the Easement to Orange County pursuant to that Assignment recorded in O.R. Book 10589, Page 8888 of the Public Records of Orange County, Florida (the "County Assignment");

WHEREAS, on or about the same time that the County Assignment was executed and delivered to Orange County, Assignor also assigned to Assignee, and Assignee assumed, certain rights and obligations under the Easement (and since then, Assignor and Assignee have dealt with the Easement in a manner consistent with such assignment and assumption), but such instrument has been lost or is otherwise not available for recording; and

WHEREAS, Assignor desires to confirm the assignment to Assignee, and Assignee desires to confirm the assumption by Assignee, of all of Assignor's rights and obligations under the Easement with respect to the water mains.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee intending to be legally bound hereby do agree as follows, to wit:

1. The recitations set forth in the preamble of this Assignment are true and correct and incorporated herein by this reference. Initially capitalized terms used and not otherwise defined herein have the meanings given such terms in the Easement.

2. Assignor hereby confirms the prior assignment, transfer, conveyance, bargain and sale to Assignee of all of Assignor's rights and obligations under the Easement insofar as they pertain to the portion of the Utility Lines constituting water mains, but none of Assignor's other rights under the Easement.

3. Assignee hereby confirms its prior acceptance of the foregoing assignment and assumption of all such obligation. Notwithstanding the foregoing, pursuant to the last sentence of Section 6 of the Easement, Assignor and Assignee hereby acknowledge, reaffirm and accept that the City shall be deemed exempt for all purposes from the terms and provisions of Sections 7 (Insurance) and 8 (Indemnification) of the Easement. OUC is not exempt from the provisions of Sections 7 and 8 of the Easement; however, OUC is permitted to self-insure against any risk and is not required to carry the insurance policies specified in the Easement.

4. The City is joining in as an Assignee for the benefit of OUC. Notwithstanding anything in the Easement or herein to the contrary, the City does not otherwise assume any contractual duties, obligations, or liabilities described in the Easement.

5. The Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING THREE PAGES]

IN WITNESS WHEREOF, Assignor and Assignee have set their hands the date and year first above written.

Signed sealed and delivered in the presence of:

ASSIGNOR:

MERITAGE HOMES OF FLORIDA, INC.,
a Florida Corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2020 by _____ as _____ of MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, who [] is personally known to me or [] has produced _____ as identification.

Notary Public
State of _____
Print Name: _____
My commission expires: _____

ASSIGNEE:

ORLANDO UTILITIES COMMISSION, a
municipal corporation of the City of Orlando

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical
presence or [] online notarization this ____ day of _____, 2020 by
_____ as _____
of the ORLANDO UTILITIES COMMISSION, a municipal corporation, [] is personally
known to me or [] has produced _____ as identification.

Notary Public
State of _____
Print Name:
My commission expires:

ASSIGNEE:

CITY OF ORLANDO, a municipal
corporation 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 by means of [] physical
presence or [] online notarization this ____ day of _____, 2020 by
_____ as _____
of the CITY OF ORLANDO, a municipal corporation [] is personally known to me or []
has produced _____ as identification.

Notary Public
State of _____
Print Name:
My commission expires: