

Prepared By and Return To:

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

DRAINAGE EASEMENT AGREEMENT
(Centerline Drive and Parcel 24F)

THIS DRAINAGE EASEMENT AGREEMENT (the “**Agreement**”) is made effective as of this ____ day of _____, 2020 (the “**Effective Date**”) by and between **LAKE NONA LAND COMPANY, LLC**, a Florida limited liability company, whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827 (“**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, Grantor is the owner in fee of that certain real property being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Easement Area**”), upon which Grantee has constructed or intends to construct certain permanent drainage and conveyance facilities (collectively, the “**Facilities**”) necessary for the stormwater runoff from (A) that certain parcel of land being more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Parcel 24F**”), and (B) the existing and future extensions of that certain public right-of-way commonly known as “Centerline Drive” (collectively, the “**Benefitted Lands**”);

WHEREAS, Grantee has requested, and Grantor has agreed to grant, (A) a perpetual, non-exclusive drainage easement over, upon, across and through the Easement Area for maintenance of all Facilities constructed and installed by Grantor or its Permitted Assignee (as defined herein), and (B) a perpetual, non-exclusive drainage easement over, upon, across and through the Easement Area for stormwater runoff from the Benefitted Lands to the Easement Area, all of which shall be subject to any and all applicable permits and other governmental requirements, including, without limitation, permits issued by the South Florida Water Management District, all upon the terms and conditions more specifically set forth in this Agreement.

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. **Grant of Easements.** Grantor does hereby grant, bargain, sell and convey to Grantee (A) a perpetual, non-exclusive drainage easement over, upon, across and through the Easement Area for maintenance of all Facilities constructed and installed by Grantor or its Permitted Assignee (as defined herein), and (B) a perpetual, non-exclusive drainage easement over, upon, across and through the Easement Area for stormwater runoff from the Benefitted Lands to the Easement Area, all of which shall be subject to any and all applicable permits and other governmental requirements, including, without limitation, permits issued by the South Florida Water Management District, all upon the terms and conditions more specifically set forth in this Agreement (collectively, the “**Easements**”).

3. **Right of Relocation.** Grantor, at its expense, shall have the right from time to time to relocate or reconfigure all or any portion of the Easement Area and/or Facilities as it deems necessary so long as such relocation or reconfiguration does not interfere with or disrupt Grantee’s stormwater discharge from the Benefitted Lands. During the term of this Agreement, Grantee hereby consents to any relocation or reconfiguration of the Easement Area and/or Facilities (either in whole or in part) proposed by Grantor; provided that (i) the Easement Area and/or Facilities (or portions thereof), as so relocated or reconfigured, shall provide Grantee with substantially the same size, quality and capacity of drainage rights as existed prior to such relocation or reconfiguration, (ii) Grantor shall pay for any expenses incurred in the relocation or reconfiguration of the Easement Area and/or Facilities (either in whole or in part) in compliance with all governmental permits, approvals, and requirements, (iii) Grantee shall not be required to relocate or reconfigure or modify any part of the drainage system or connection points from the City Property unless Grantor shall pay for any such relocation, reconfiguration or modification, and (iv) Grantor shall deliver to Grantee an amendment to this Agreement together with a legal description for the relocated Easement Area and/or Facilities (either in whole or in part), as applicable. 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 or reconfiguration of the Easement Area and/or Facilities, and subject to all of the conditions for relocation or reconfiguration being satisfied, the rights of Grantee as to the relocated or reconfigured Easement Area and/or Facilities (either in whole or in part) shall be released and immediately revert to the Grantor, its successors, transferees and assigns.

4. **Repair and Maintenance.**

(a) Grantee shall repair and maintain the Easement Area and Facilities and keep the same in good order and repair in accordance with all applicable permits and other governmental requirements and at no cost to Grantor.

(b) In the event any required repair and/or maintenance hereunder is not performed by Grantee in accordance with the foregoing standards, Grantor may deliver a notice to Grantee setting forth the maintenance deficiencies, whereupon Grantee 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, Grantor

shall have the right to undertake all reasonably necessary maintenance and repair itself and recover from Grantee the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith.

5. **Insurance.** Grantor and Grantee acknowledge that the Grantee, as a governmental entity, self-insures its general liability, automobile liability and Worker's Compensation exposure(s). Grantee, shall ensure that any contractors (and their subcontractors, employees and materialmen) performing work for Grantee on the Easement Area, shall at all times 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. 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 in this Agreement operates as a waiver of the Grantee's grant of sovereign immunity or the limits of liability established under Florida law. Furthermore, nothing in this Agreement operates to allow a claim otherwise barred by sovereign immunity or other operation of law.

6. **Indemnity.** To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by §768.28, Florida Statutes, and without waiving the limits of liability established under Florida law, each Party hereby agrees to indemnify and hold harmless the other Party, its officers, staff, elected and appointed officials or employees or 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, elected and appointed officials or employees or the exercise by such Party or its agents, employees, elected and appointed officials, consultants, representatives, contractors (and their subcontractors, employees, and materialmen) of the rights and obligations set forth herein.

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 Easement Area, 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 Easements 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 Easements hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for their intended purposes.

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 Easement Area or any other property in connection with the exercise of Grantee's rights 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.

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 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 Grantor: Lake Nona Land Company, LLC
6900 Tavistock Lakes Boulevard, Suite 200
Orlando, Florida 32827
Attention: Nicholas F. Beucher, III, President

and

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: Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.

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

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

13. **Assignment.** 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**"), whereupon Grantor shall be released from all obligations and liabilities hereunder. Grantee shall have no right to assign its rights and obligations hereunder without the express written consent of Grantor in each instance which may be withheld in its discretion.

14. **Use of Easement Area.** It is acknowledged and agreed that the easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and (ii) that does not interfere with or disrupt Grantee's operations on the Easement Area or the functioning of the Facilities. Grantee shall not exercise its easement rights granted herein in any manner which unreasonably interferes with or unreasonably disrupts Grantor's exercise of its retained rights hereunder.

15. **Termination.** If the Easement Area, 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 (either in whole or in part) as to the Easement Area or any portion thereof

16. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

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.

16. **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. 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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of the day and year first written above.

“GRANTOR”

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

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

Charol Baez
Print Name: Charol Baez

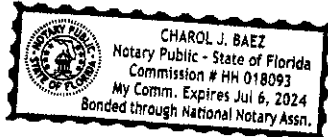
By: Nicholas F. Beucher, III
Nicholas F. Beucher, III, President

Receuilie Rosario
Print Name: Receuilie Rosario

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of October, 2020, by Nicholas F. Beucher, III, as President of LAKE NONA LAND COMPANY, LLC, a Florida limited liability company, on behalf of said company. He is either personally known to me or has produced _____ as identification.

Charol Baez
(Signature of Notary Public)



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

“GRANTEE”

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: _____

Print Name: _____

ATTEST:

The City Clerk

APPROVED AS TO FORM AND LEGALITY
For use and reliance by the City of Orlando, Florida only

_____, the City Attorney, Orlando, Florida

Date: _____

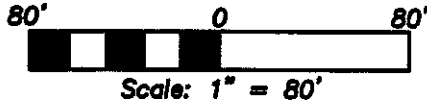
EXHIBIT "A"

EASEMENT AREA

[See Attached Sketch of Description CS #20-122(2) – 3 Pages]

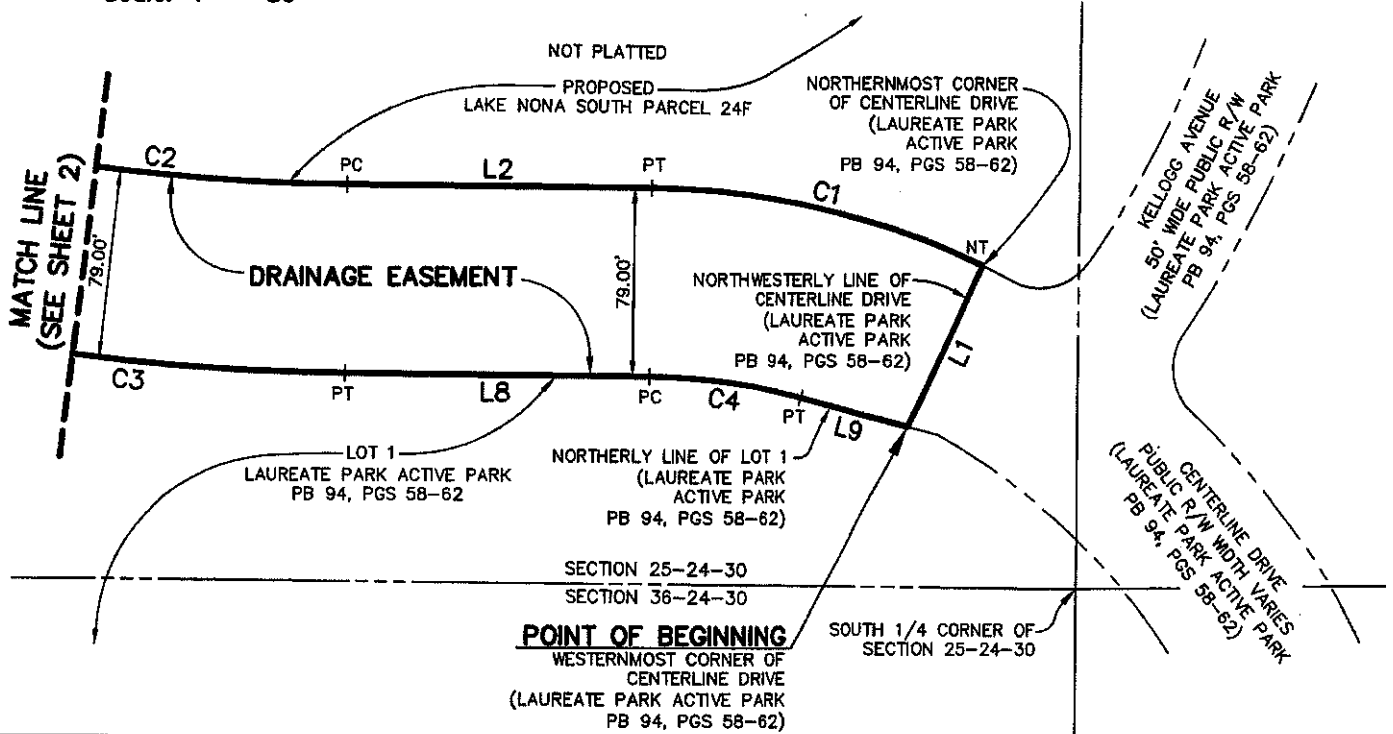
SKETCH OF DESCRIPTION

SEE SHEETS 1 AND 2 FOR SKETCH.
SEE SHEET 3 FOR NOTES, LEGEND AND LEGAL DESCRIPTION



CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	336.98'	24°48'53"	145.95'	144.81'	N77°10'28"W
C2	912.95'	27°45'41"	442.35'	438.04'	N75°42'04"W
C3	991.95'	33°19'36"	576.98'	568.88'	S72°55'07"E
C4	257.99'	14°25'31"	64.95'	64.78'	S82°22'09"E

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N25°13'58"E	74.70'
L2	N89°34'54"W	128.16'
L8	S89°34'54"E	128.16'
L9	S75°09'24"E	47.30'



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

The features and linework shown hereon are relative to Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined scale factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

The configuration of this sketch of description is based on information provided to DWMA.

PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH PARCEL 24 - DRAINAGE EASEMENT

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

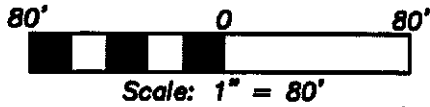
Robert T. Sears
September 04, 2020
Florida Professional Surveyor and Mapper
Certificate No. 6950
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: BMW	CHECKED BY: RTS	JOB NO. 20604	SCALE 1"=80'	SHEET 1
DATE: 9/2020	DATE: 9/2020			OF 3

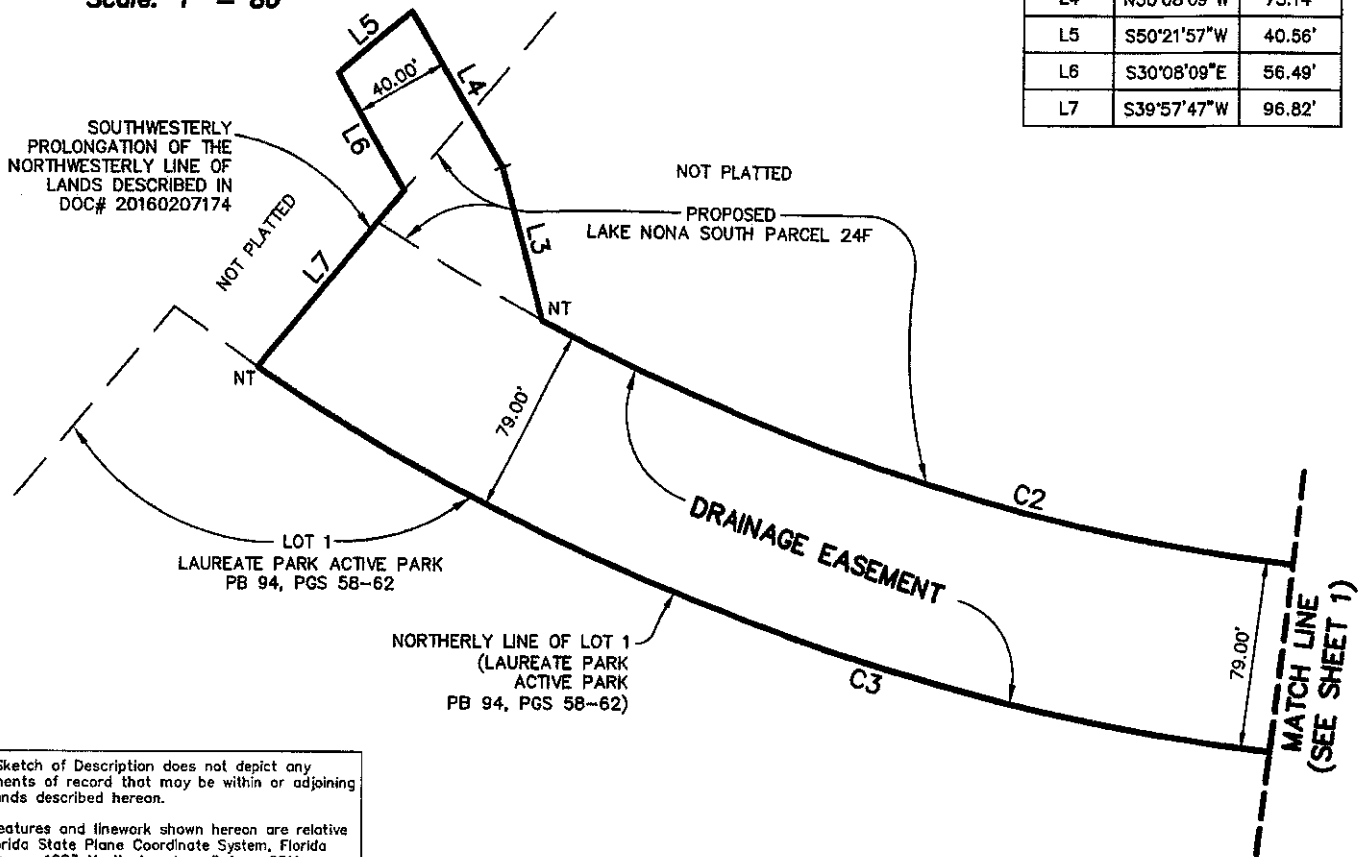
SKETCH OF DESCRIPTION

SEE SHEETS 1 AND 2 FOR SKETCH.
SEE SHEET 3 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C2	912.95'	27°45'41"	442.35'	438.04'	N75°42'04"W
C3	991.95'	33°19'36"	576.98'	568.88'	S72°55'07"E



LINE TABLE		
NUMBER	BEARING	DISTANCE
L3	N14°59'56"W	66.12'
L4	N30°08'09"W	75.14'
L5	S50°21'57"W	40.56'
L6	S30°08'09"E	56.49'
L7	S39°57'47"W	96.82'



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

The features and linework shown hereon are relative to Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined scale factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.

The configuration of this sketch of description is based on information provided to DWMA.

PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH PARCEL 24 – DRAINAGE EASEMENT

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: <u>BMW</u>	CHECKED BY: <u>RTS</u>	JOB NO. <u>20604</u>	SCALE <u>1"=80'</u>	SHEET <u>2</u>
DATE: <u>9/2020</u>	DATE: <u>9/2020</u>			OF <u>3</u>

SKETCH OF DESCRIPTION

SEE SHEETS 1 AND 2 FOR SKETCH.
SEE SHEET 3 FOR NOTES, LEGEND AND LEGAL DESCRIPTION

DESCRIPTION:

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

BEGIN at the Westernmost corner of Centerline Drive, LAUREATE PARK ACTIVE PARK, according to the plat thereof, as recorded in Plat Book 94, Pages 58 through 62, of the Public Records of Orange County, Florida; thence N25°13'58"E along the Northwesterly line of said Centerline Drive, 74.70 feet to the Northernmost corner of said Centerline Drive and a non-tangent curve concave Southerly having a radius of 336.98 feet and a chord bearing of N77°10'28"W; thence departing said Northwesterly line run Westerly along the arc of said curve through a central angle of 24°48'53" for a distance of 145.95 feet to the point of tangency; thence N89°34'54"W, 128.16 feet to the point of curvature of a curve concave Northerly having a radius of 912.95 feet and a chord bearing of N75°42'04"W; thence Westerly along the arc of said curve through a central angle of 27°45'41" for a distance of 442.35 feet to a non-tangent line; thence N14°59'56"W, 66.12 feet; thence N30°08'09"W, 75.14 feet; thence S50°21'57"W, 40.56 feet; thence S30°08'09"E, 56.49 feet to a point on the Southwesterly prolongation of the Northwesterly line of lands described in Official Records Document Number 20160207174, of the Public Records of Orange County, Florida; thence S39°57'47"W along said Southwesterly prolongation, 96.82 feet to the Northerly line of Lot 1 of aforesaid plat of LAUREATE PARK ACTIVE PARK and a non-tangent curve concave Northerly having a radius of 991.95 feet and a chord bearing of S72°55'07"E; thence departing said Southwesterly prolongation run the following courses and distances along said Northerly line: Easterly along the arc of said curve through a central angle of 33°19'36" for a distance of 576.98 feet to the point of tangency; S89°34'54"E, 128.16 feet to the point of curvature of a curve concave Southerly having a radius of 257.99 feet and a chord bearing of S82°22'09"E; thence Easterly along the arc of said curve through a central angle of 14°25'31" for a distance of 64.95 feet to the point of tangency; S75°09'24"E, 47.30 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

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

NOTES:

- This is not a survey.
- Not valid without the original signature and seal of a Florida licensed surveyor and mapper.
- Bearings based on the Northwesterly line of Centerline Drive, LAUREATE PARK ACTIVE PARK, according to the plat thereof, as recorded in Plat Book 94, Pages 58-62, as being N25°13'58"E, per plat.
- The features and linework shown hereon are in grid position, relative to National Geodetic Survey control point "Lance" (PID AJ2445), Northing 1477081.39, Easting 575759.46 Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment average combined factor: 0.99994883912 (1.00005116349757). All dimensions are Grid dimensions in U.S. Survey Feet, based on said Florida State Plane Coordinate System, Florida East zone, 1983 North American Datum, 2011 adjustment.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.
- No facilities associated with this sketch of description have been field located by Donald W. McIntosh Associates, Inc.
- The configuration of this sketch of description is based on information provided to DWMA.

PREPARED FOR:
LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH PARCEL 24 - DRAINAGE EASEMENT



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: BMW	CHECKED BY: RTS	JOB NO.	SCALE	SHEET 3
DATE: 9/2020	DATE: 9/2020	20604	N/A	OF 3

LEGEND

L1 LINE NUMBER (SEE TABLE)
C1 CURVE NUMBER (SEE TABLE)
R/W RIGHT-OF-WAY
PB PLAT BOOK
PGS PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PC POINT OF CURVATURE
PCC POINT OF COMPOUND CURVATURE
PRC POINT OF REVERSE CURVATURE
PT POINT OF TANGENCY
NT NON-TANGENT
ORB OFFICIAL RECORDS BOOK
WLY WESTERLY

EXHIBIT "B"

BENEFITTED LANDS

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

Commence at the Westernmost corner of Centerline Drive, LAUREATE PARK ACTIVE PARK, according to the plat thereof, as recorded in Plat Book 94, Pages 58 through 62, of the Public Records of Orange County, Florida; thence $N25^{\circ}13'58''E$ along the Northwesternly line of said Centerline Drive, 74.70 feet to the Northernmost corner of said Centerline Drive, the POINT OF BEGINNING, and a non-tangent curve concave Southerly having a radius of 336.98 feet and a chord bearing of $N77^{\circ}10'28''W$; thence departing said Northwesternly line run Westerly along the arc of said curve through a central angle of $24^{\circ}48'53''$ for a distance of 145.95 feet to the point of tangency; thence $N89^{\circ}34'54''W$, 128.16 feet to the point of curvature of a curve concave Northerly having a radius of 912.95 feet and a chord bearing of $N73^{\circ}11'19''W$; thence Westerly along the arc of said curve through a central angle of $32^{\circ}47'10''$ for a distance of 522.41 feet to the Southwesterly prolongation of the Northwesternly line of lands described in Official Records Document Number 20160207174, of the Public Records of Orange County, Florida, and a non-tangent line; thence $N39^{\circ}57'47''E$ along said Southwesterly prolongation, 328.85 feet to the Westernmost corner of said lands described in Official Records Document Number 20160207174; thence departing said Southwesterly prolongation run $S50^{\circ}02'13''E$ along the Southerly line of said lands described in Official Records Document Number 20160207174, for a distance of 391.13 feet; thence $S89^{\circ}34'54''E$ along said Southerly line, 379.10 feet to the Southeast corner of said lands described in Official Records Document Number 20160207174 and the Westerly right-of-way line of Kellogg Avenue, according to the aforesaid plat of LAUREATE PARK ACTIVE PARK; thence departing said Southerly line run the following courses and distances along said Westerly right-of-way line: $S21^{\circ}25'17''W$, 91.66 feet to the point of curvature of a curve concave Northwesternly having a radius of 489.97 feet and a chord bearing of $S27^{\circ}16'46''W$; thence Southwesterly along the arc of said curve through a central angle of $11^{\circ}42'58''$ for a distance of 100.19 feet to the point of tangency; $S33^{\circ}08'15''W$, 4.73 feet to the point of curvature of a curve concave Northerly having a radius of 25.00 feet and a chord bearing of $S75^{\circ}25'11''W$; thence Westerly along the arc of said curve through a central angle of $84^{\circ}33'52''$ for a distance of 36.90 feet to the Northerly right-of-way line of aforesaid Centerline Drive and to the point of reverse curvature of a curve concave Southwesterly having a radius of 336.98 feet and a chord bearing of $N63^{\circ}31'58''W$; thence departing said Westerly right-of-way line run Northwesternly along said Northerly right-of-way line and the arc of said curve through a central angle of $02^{\circ}28'08''$ for a distance of 14.52 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.