STORMWATER DRAINAGE EASEMENT AGREEMENT
(OSCEOLA CORPORATE CENTER – REPLAT 16)

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this ______ day of ______, 2018 ("Effective Date"), by and between DEERFIELD LAND CORPORATION, a Delaware corporation, ("Grantor") and OSCEOLA COUNTY, a political subdivision of the State of Florida ("Grantee"), and OSCEOLA CORPORATE CENTER MASTER OWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (the "Master Association") (Grantor, Grantee, and the Master Association are sometimes together referred to herein as the "Parties", and separately as a "Party").

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of those certain parcels of real property located in Osceola County, Florida, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (collectively, the "Easement Area"), and which Easement Area is partially located within Lots 3 and 4, OSCEOLA CORPORATE CENTER-REPLAT SIXTEEN, according to the plat thereof, as recorded in Plat Book 20, Page 113, of the public records of Osceola County, Florida;

WHEREAS, Grantee is currently causing the design to be completed for the construction of Orange Avenue, from between Osceola Parkway and the Orange/Osceola County line, including all associated stormwater management areas (the "Orange Avenue Improvements");

WHEREAS, in connection with the Orange Avenue Improvements, Grantor has entered into that certain agreement with Grantee as recorded in Official Records Book 4859, Page 2690, Public Records of Osceola County, Florida (the "Agreement"), wherein Grantor is obligated to accept the stormwater runoff from the Orange Avenue Improvements all in accordance with the terms and conditions as are more particularly set forth in the Agreement (the "Deerfield Obligations");

WHEREAS, all construction of the Orange Avenue Improvements shall be in accordance with and pursuant to the agreements, construction plans and permits as are approved by Grantee and other applicable regulatory agencies, from time to time (collectively, the "Development Approvals");

WHEREAS, in order to complete the Orange Avenue Improvements pursuant to and in accordance with the terms of the Development Approvals, Grantee requires a perpetual non-exclusive easement upon, under, over, across, through, and into the Easement Area for stormwater management purposes; and
WHEREAS, Grantor desires to grant to Grantee a perpetual non-exclusive easement upon, under, across, through and into the Easement Area for the flow of stormwater drainage and for stormwater detention and retention and outfall purposes for the Orange Avenue Improvements and for the construction and maintenance of those improvements required by the Development Approvals for stormwater management purposes within the Easement Area, as set forth herein and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of 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. **Power and Authority of Grantor.** The Grantor hereby represents and warrants that it has the full right, power and authority to enter into, deliver and perform this Easement Agreement.

3. **Grant of Perpetual Stormwater Drainage, Construction and Maintenance Easement.** (a) Grantor hereby grants to Grantee a perpetual, non-exclusive easement upon, over, across, through and into the Easement Area for stormwater detention and retention and outfall purposes for stormwater drainage resulting from the Orange Avenue Improvements in accordance with and consistent with the Development Approvals (the “Easement”). The Easement shall run with the title to the Easement Area and be binding upon the Grantor and its successors in title to the Easement Area and assigns and is hereby granted to Grantee subject to all matters of record in the Public Records of Osceola County, Florida. The Grantee hereby acknowledges that use of the Easement Area shall be shared by the Grantee with Grantor, Grantor’s successors and assigns and hereby agrees the volume of stormwater detention and retention from the Orange Avenue Improvements shall not exceed the amount sufficient to accommodate the Orange Avenue Improvements, as specified in the Development Approvals.

   (b) Grantor hereby agrees to be responsible for the construction, extension and installation of the drainage pipes and related facilities from a tie-in connection point on Orange Avenue upon, under, through, on and across the Easement Area to the stormwater retention pond constructed by Grantor within the Easement Area (the “Retention Pond”). Grantor and Grantee hereby agree that the Master Association is delegated, and the Master Association hereby accepts, all maintenance obligations to maintain, restore, repair, and operate the stormwater retention and detention facilities, including without limitation, the Retention Pond situated within the Easement Area. Grantor hereby grants the Master Association a non-exclusive perpetual easement, together with a right of access, to maintain, repair, restore and operate the drainage facilities and Retention Pond constructed within the Easement Area for the purposes set forth in this Easement Agreement. The Master
Association hereby agrees to perform such maintenance, restoration, operation and repairs at its cost and expense in accordance with the applicable South Florida Water Management District permit and all other applicable permits, laws, ordinances, rules and governmental regulations.

4. **Obligations of the Parties.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, including but not limited to the Development Approvals and any future modifications or amendments thereto. The Parties covenant and agree that neither 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 federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

5. **Limited Public Dedication.** Nothing contained in this Easement Agreement shall create or shall be deemed to create any Easement or use rights in the general public or constitute a public dedication beyond the rights of the public set forth herein. Dedication of rights granted herein shall be strictly limited to stormwater detention and retention and outfall purposes from the Orange Avenue Improvements.

6. **Beneficiaries of Easement Rights.** The Easement set forth in this Easement Agreement shall be for the benefit and use of Grantee, Grantor and their successors in title and assigns, and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, invitees and providers of emergency services.

7. **Amendments and Waivers.** Except as set forth in Section 9 below, this Easement 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, or successor(s) in title, and recorded in the Public Records of Osceola 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 Easement 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 Easement Agreement. No breach of the provisions of this Easement Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Easement 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 Easement Agreement.
8. **Notices.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, or overnight delivery. For the purpose of calculating time limits which run from the giving of a particular notice the time shall be calculated from actual receipt of the notice. Time limits shall expire only on business days which, for purposes of this Easement Agreement shall be any day other than a Saturday, Sunday or legal Osceola County public holiday. Notices shall be addressed as follows:

If to Grantor:  
**Deerfield Land Corporation**  
14901 South Orange Blossom Trail  
Orlando, Florida 32837  
Attention: Mr. Thomas Roehlk, President

With copy to:  
**Greenberg Traurig, P.A.**  
Attention: Alan C. Sheppard Jr., Esq.  
450 S. Orange Avenue, Suite 6500  
Orlando, Florida 32801

If to Grantee:  
**Osceola County**  
1 Courthouse Square  
Kissimmee, Florida 34741  
Attention: County Manager  
With copy to County Attorney

If to Master Association:  
**Osceola Corporate Center Master Owners’ Association, Inc.**  
14901 South Orange Blossom Trail  
Orlando, Florida 32837  
Telephone: (407) 826-4514  
Facsimile: (407) 826-4505  
Email: tomroehlk@iupperware.com  
Attention: Mr. Thomas M. Roehlk, President

With copy to:  
**Greenberg Traurig, P.A.**  
Attention: Alan C. Sheppard Jr., Esq.  
450 S. Orange Avenue, Suite 6500  
Orlando, Florida 32801  
Telephone: (407) 420-1000  
Facsimile: (407) 420-5909  
E-mail: shepparda@gtlaw.com

9. **Reservation of Rights.** It is acknowledged and agreed that the Easement granted under this Easement Agreement is not an exclusive easement and that Grantor, its successors and assigns, shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, including but not limited to (i) the right to seek permits or permit modifications in order drain stormwater from other property owned by Grantor, its successors and assigns, into the Orange Avenue Improvements and any of the
Easement Area; (ii) and the right to relocate, expand or modify any of the Easement Area, at Grantor's expense, in connection with the development, use and enjoyment of the property adjacent to or in the vicinity of any of the Easement Area. Grantor acknowledges that any cost incurred as a result of Grantor's aforesaid use, relocation, expansion or modification shall be borne by Grantor, including the costs of modification or obtaining of any new or additional permits required from any governmental authority in connection therewith. Grantor further acknowledges and agrees that (a) no relocation, expansion or modification shall diminish the capacity or function provided by the Easement Area to the Grantee; (b) the relocation or modification shall be accomplished in a manner that does not impair the functions or capacity of the Easement Area during the relocation or modification; and (c) Grantor shall provide Grantee written notice prior to exercising Grantor's rights under subsection (ii) above.

10. Miscellaneous. Except for the terms and conditions set forth in the Agreement, this Easement 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 Easement 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 Easement 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 Easement Agreement; and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law. This Easement Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Osceola County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Easement Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegals' fees or experts' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement or any part hereof. Where the sense of this Easement 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 Easement 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 Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Easement Agreement. Time is of the essence of this Easement Agreement. This Easement Agreement shall be binding upon and inure to the benefit of Grantor and
Grantee and their respective successors and assigns.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the Parties have caused this Easement Agreement to be executed as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered in the presence of:

Michelle ALTER
Print Name: Michelle L. Alter

Karen M. Sheehan
Print Name: Karen M. Sheehan

STATE OF Florida
County of Orange

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by Thomas M. Roehlk, as Vice President and Secretary of Deerfield Land Corporation, a Delaware corporation. He is personally known to me or has produced as identification and did (did not) take an oath.

WITNESS my hand and official seal, this 9th day of May, 2018.

VICKIE S. LISS
Print Name: Vickie S. Liss
Notary Public, State of Florida
Commission No.:_____
My Commission Expires:_____

(signatures continue on next page)
WITNESSES:

Signed, sealed and delivered in the presence of:

Print Name: Michelle L. Allen

Print Name: Karin M. Sheehan

STATE OF Florida
County of Orange

The foregoing instrument was acknowledged before me this 9th day of May, 2018, by Thomas M. Roehlk, as President of Osceola Corporate Center, Master Association, Inc., a Florida not-for-profit corporation. He is personally known to me or has produced ______________________ as identification and did (did not) take an oath.

WITNESS my hand and official seal, this 9th day of May, 2018.

Print Name: Vickie S. Lisec
Notary Public, State of Florida
Commission No.: _______
My Commission Expires: _______
THE ABOVE STORMWATER DRAINAGE EASEMENT is accepted by Osceola County, Florida.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

Chair/Vice-Chair

ATTEST:

[Signature]
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

[Date]

[Seal]
EXHIBIT “A”

“EASEMENT AREA”

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF LOT 3, OSCEOLA CORPORATE CENTER - REPLAT SIXTEEN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 113 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 18°36'20" WEST, ALONG THE EASTERNLY RIGHT-OF-WAY LINE OF COUNTY ROAD No.527-ORANGE AVENUE, A DISTANCE OF 143.18 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EASTERNLY RIGHT-OF-WAY LINE, RUN SOUTH 43°55'50" EAST, A DISTANCE OF 642.25 FEET; THENCE NORTH 85°18'52" EAST, A DISTANCE OF 36.28 FEET; THENCE NORTH 46°36'16" EAST, A DISTANCE OF 264.32 FEET; THENCE NORTH 21°40'42" EAST, A DISTANCE OF 73.92 FEET; THENCE NORTH 60°16'39" EAST, A DISTANCE OF 72.89 FEET; THENCE NORTH 05°37'02" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 60°16'39" WEST, A DISTANCE OF 78.73 FEET; THENCE SOUTH 21°40'42" WEST, A DISTANCE OF 90.28 FEET TO A POINT ON THE NORTH LINE OF THE LANDS DESCRIBED AS PARCEL 215-B RECORDED IN OFFICIAL RECORDS BOOK 4586, PAGE 1769 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: SOUTH 46°36'16" WEST, A DISTANCE OF 273.48 FEET; THENCE SOUTH 85°18'52" WEST, A DISTANCE OF 64.93 FEET TO A POINT ON THE NORTHERLY LINE OF THE LANDS DESCRIBED AS PARCEL 215-C AS RECORDED IN THE AFOREMENTIONED DOCUMENT; THENCE NORTH 43°55'50" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 641.12 FEET TO A POINT ON THE EASTERNLY RIGHT-OF-WAY LINE OF COUNTY ROAD No.527-ORANGE AVENUE; THENCE NORTH 18°36'20" EAST, ALONG SAID EASTERNLY LINE, A DISTANCE OF 28.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 50,171 SQUARE FEET, OR 0.609 ACRES, MORE OR LESS.

TSS Order # T18-A14-1

Prepared by:

CENTRAL FLORIDA SURVEYS, INC.
TINKERBAUGH SURVEYING SERVICES, INC.
5175 A DONSON STREET, SUITE 600
ORLANDO, FLORIDA 32804
(407) 262-6947

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 55-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this description, sketch, plat or map is for informational purposes only and is not valid.

[Signature]

ROBERT W. BOSAUER, F.S.W. #38031
Date: JANUARY 22, 2018

Exhibit A - 1
LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF LOT 3 AND LOT 4, OSCHEOLA CORPORATE CENTER - REPLAT SIXTEEN, ACCORDING TO THE PLAN THEREOF AS RECORDED IN PLAT BOOK 20, PAGE 113 OF THE PUBLIC RECORDS OF OSCHEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 71° 23' 40" EAST, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 579.04 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00° 02' 58" WEST, A DISTANCE OF 363.97 FEET; THENCE SOUTH 89° 56' 26" EAST, A DISTANCE OF 487.76 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE CENTRAL FLORIDA COMMUTER RAIL TRANSIT RAILROAD - SUNRAIL, AS SHOWN ON TRACK MAP V02056 AND OFFICIAL RECORDS BOOK 4196, PAGE 712 OF THE PUBLIC RECORDS OF OSCHEOLA COUNTY, FLORIDA; THENCE SOUTH 11° 58' 39" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 95.62 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN NORTH 77° 42' 15" WEST, A DISTANCE OF 132.12 FEET; THENCE SOUTH 21° 46' 39" WEST, A DISTANCE OF 410.89 FEET; THENCE SOUTH 89° 57' 02" WEST, A DISTANCE OF 166.67 FEET; THENCE NORTH 00° 02' 58" WEST, A DISTANCE OF 43.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 124,781 SQUARE FEET, OR 2.865 ACRES, MORE OR LESS.

TSS Order # T18-A14-2

Prepared by:
CENTRAL FLORIDA SURVEYS, INC. dba:
TINLEYDAUGH SURVEYING SERVICES, INC.
5125 ADAMS STREET, SUITE 200
ORLANDO, FLORIDA 32804
(407) 262-0957

This description and the accompanying sketch or sketch map has been prepared in accordance with the Standards set forth in Chapter 51-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plot or map is for informational purposes only and is not valid.

ROBERT W. MONACO, P.S.M. # 8900
Date: JANUARY 22, 2018