TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (hereinafter referred to as this “Agreement”) is made and entered into as of the 27th day of September, 2019, the (“Effective Date”) by DEERFIELD LAND CORPORATION, a Delaware corporation (“Grantor”) in favor of THREE STICKS CAPITAL, LLC, a Florida limited liability company (“Grantee”); and with Grantor and Grantee hereinafter sometimes referred to collectively as an “Owner” or the “Owners”.

RECITALS

WHEREAS, Grantor is the owner of fee simple title to that certain real property legally described on Exhibit “A” attached hereto and made a part hereof (the “Grantor Property”), which Grantor Property is also known as proposed Tracts B and C, on the to-be-recorded plat of OSCEOLA CORPORATE CENTER-REPLAT THIRTY THREE, according to the plat thereof, to be recorded in the public records of Osceola County, Florida (the “Easement Area”);

WHEREAS, Grantee has acquired of even date herewith, fee simple title to the real property legally described on Exhibit “B” attached hereto and made a part hereof (the “Grantee Property”), which Grantee Property is also known as proposed Lot 5, OSCEOLA CORPORATE CENTER-REPLAT THIRTY THREE according to the plat thereof, to be recorded in the official public records of Osceola County, Florida (“Replat 33”);

WHEREAS, Grantee has agreed to construct, excavate, and install stormwater and surface water retention ponds on the Grantor Property (the “Off-Site Ponds”), and other drainage facilities associated with the stormwater and surface water management system necessary to accommodate stormwater and surface water drainage from the development of the Grantee Property such as berms, drainage pipes, gutters, swales, and other related drainage facilities (collectively, the “Facilities”), in connection with the Off-Site Ponds as permitted by the applicable modification of the master stormwater and surface water management system permit for Osceola Corporate Center issued by the South Florida Water Management District (the “SFWMD Permit Modification”);
WHEREAS, Grantor is willing to grant to Grantee, its successors and assigns, and for the benefit of the Grantee Property, a temporary construction easement over, across, and under the Easement Area to construct the Off-Site Ponds and the Facilities on proposed Tracts B and C of Replat 33 within the Grantee Property in accordance with the terms, conditions and requirements set forth in the SFWMD Permit Modification, and in compliance with the laws, regulations and ordinances of Osceola County, Florida and any other governmental entities with jurisdiction, for the foregoing purposes pursuant to the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easements.** Grantor does hereby grant and convey for the benefit of and in favor of Grantee and its successors and assigns, a non-exclusive temporary construction easement on, over, across, through, and under the Easement Area for (i) the initial excavation, construction and installation of the Off-Site Ponds and the Facilities; and (ii) access, ingress and egress on, over, across, through, and under the Easement Area in order to carry out the purposes of this Agreement. The construction and installation of the Off-Site Ponds and the Facilities in the Easement Area shall be at Grantee’s sole cost and expense, subject to reimbursement by the other owners within Replat 33 pursuant to that certain Twelfth Supplemental Declaration to Master Declaration of Covenants, Conditions, and Restrictions for Osceola Corporate Center, which is to be recorded in the Public Records of Osceola County, Florida, shall comply with all applicable laws, ordinances, rules and regulations of Osceola County, Florida, and any other governmental authorities with jurisdiction, and shall be performed in accordance with the terms and conditions of the SFWMD Permit Modification.

3. **Termination.** This Agreement shall automatically terminate upon completion of construction of the Off-Site Ponds and the Facilities. Upon request of either Grantor or Grantee, Grantor and Grantee hereby agree to promptly execute and record a Termination of Temporary Construction Easement in the public records of Osceola County, Florida.

4. **Indemnification.** Grantee shall indemnify and hold Grantor harmless from and against all claims, liabilities and expenses (including reasonable attorneys’ fees through all levels of proceedings) relating to any accidents, injuries, losses, or damages (collectively, “Losses”) (i) incurred by any person or property arising from the negligent, intentional or willful acts or omissions of Grantee, its contractors, employees, agents, and others acting on behalf of Grantee with respect to such the easement granted herein; and (ii) relating to any mechanic’s or materialmen’s liens or any other liens or potential liens against the Grantor Property for work
performed hereunder. Grantee hereby agrees that it shall pay or have transferred to bond any mechanic’s or materialmen’s liens recorded against any portion of the Grantor Property within fifteen (15) days of the recordation of any claim of lien. Grantee shall pay all contractor’s and subcontractor’s on a timely basis and complete all work to construct, excavate and install the Off-Site Ponds and the Facilities lien free and in a workmanlike manner. The foregoing notwithstanding, such indemnification shall not extend to any Losses incurred as a result of the gross negligence or willful misconduct of Grantor.

5. **Miscellaneous.**

   a. **Governing Laws; Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement and the terms set forth herein shall not be more strictly construed against any one of the parties hereto. Venue for any action involving this Agreement shall lie only in Osceola County, Florida. **GRANTOR AND GRANTEE HEREBY EXPRESSLY WAIVE THE RESPECTIVE RIGHTS OF EACH TO A TRIAL BY JURY FOR ANY LITIGATION ARISING FROM THIS AGREEMENT.**

   b. **Severability.** In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

   c. **Attorney’s Fees.** In the event of litigation arising under this Agreement, or in the event any party finds it necessary to institute litigation for the purpose of establishing or enforcing its rights under this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party or parties, in addition to any damages otherwise due, reasonable attorneys’ fees, paralegals’ fees and expert fees whether incurred at trial, on appeal, or in bankruptcy proceedings.

   d. **Construction of Agreement.** In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

   e. **Time is of the Essence.** Time shall be of the essence for each and every provision hereof.

   f. **Notices.** Any notices to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand delivery, sent by recognized overnight courier (such as FedEx or UPS) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:
If to Grantor: Deerfield Land Corporation
14901 South Orange Blossom Trail
Orlando, FL 32837
Telephone: (407) 826-4514
Facsimile: (407) 826-4505
Attention: Mr. Thomas M. Roehlk, Vice President
E-mail: tomroehlk@tupperware.com

With a copy to: Greenberg Traurig, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909
Attention: Alan C. Sheppard, Jr., Esq.
E-mail: shepparda@gtlaw.com

If to Grantee: Three Sticks Capital, LLC
230 Royal Palm Way, Suite 200
Palm Beach, FL 33480
Telephone: (561) 694-1146
Facsimile: __________________________
Attention: John F. O’Connor and Peter Bergner
Email: John.Oconnor@oconnorcp.com and
pbergner@oconnorcp.com

With a copy to: Jones Foster P.A.
350 Royal Palm Way, Suite 406
Palm Beach, FL 33480
Telephone: (561.659.3000)
Facsimile: (561.650.5300)
Attention: Larry B. Alexander, Jr., Esq.
Email: balexander@jonesfoster.com

or to such other street address or addresses as the party to be given notice may have furnished in writing to the party or parties seeking or desiring to give notice, as a place for the giving of such notice, provided that no change in address shall be effective until ten (10) days after sent or given to the other parties in the manner set forth above. Any notice given in accordance with the foregoing, shall be deemed given when delivered personally, or if mailed three (3) business days after it shall have been deposited in the United States mail, or the next business day after it has been deposited with a recognized overnight courier such as FedEx or UPS.
g. **Recordation of Agreement.** Upon execution by Grantor and Grantee, this Agreement shall be recorded in the Public Records of Osceola County, Florida.

h. **Further Assurances.** In addition to the acts recited in this Agreement, Grantor and Grantee agree to perform or cause to be performed any and all further acts as may be reasonably necessary to complete the transactions contemplated hereby, including the execution and/or recordation of further instruments.

i. **Waiver; Invalidity.** Any failure to enforce any provision contained in this Agreement shall in no way be deemed a waiver of the right to do so thereafter. The invalidity, violation, abandonment or waiver of any one or more of any of the provisions hereof shall not affect or impair the remaining portions of this Agreement.

j. **Authority.** By their execution hereof, each person executing this Agreement hereby warrants that they have full power and authority to bind any corporation, partnership, trust or other entity for which he or she purports to act hereunder.

k. **Successors and Assigns.** This Agreement and the rights, privileges and obligations created hereunder shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of Grantor and Grantee. Notwithstanding anything in this Agreement to the contrary, Grantor and Grantee and their respective heirs, personal representatives, successors and assigns shall be liable only for obligations under this Agreement accruing during such party’s period of ownership, provided that the foregoing limitation shall not be deemed to require Grantor or Grantee to forgive or remove any existing liens recorded in accordance with this Agreement.

l. **Counterparts.** This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

m. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the then fee title holders of all of the Grantor Property and the Grantee Property, and recorded in the Public Records of Osceola County, Florida.

n. **Character of Easements.** The Easements granted herein shall be appurtenant to the applicable parcels constituting the dominant estate, and none of the easements and rights may be transferred, assigned, or encumbered, except as an appurtenance to such parcels. The easements granted herein are non-exclusive, and the promises, covenants,
conditions, restrictions, and encumbrances created herein shall be covenants running with the land. For the purpose of the easements and rights, the parcel benefited will constitute the dominant estate, and the particular parcel which respectively is burdened by such easements and rights will constitute the servient estate. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) are made for the direct, mutual, and reciprocal benefit of each of the Grantor Property and the Grantee Property, and will create mutual, equitable servitudes thereon in favor of the other parcel, to the extent set forth in this Agreement. With or without specific reference thereto, the conveyance of an interest in all or any part of the Grantor Property or the Grantee Property shall be subject to the benefits and burdens of this Agreement to the same extent as if the terms of this Agreement were set forth in such conveyance in full.

0. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the parcels. Except for the temporary construction easement specifically described herein, no other easements shall be implied by this Agreement.

[Remainder of Page Intentionally Left Blank]

[Signature Pages Follow]
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date first above written.

WITNESSES:

Witness #1 Signature: [Signature]
Print Name: William Owen

Witness #2 Signature: [Signature]
Print Name: David Timbers

GRANTEE:

THREE STICKS CAPITAL, LLC, a Florida limited liability company

By: [Signature]
Name: JOHN F. O'CONNOR
Title: AUTHORIZED MEMBER

STATE OF NEW YORK
)
COUNTY OF NEW YORK
) ss:

I hereby certify that the foregoing Temporary Construction Easement Agreement was acknowledged before me this 20th day of September, 2019, by JOHN F. O'CONNOR as AUTHORIZED MEMBER of THREE STICKS CAPITAL, LLC, a Florida limited liability company, on behalf of said company. He [✓] is personally known to me, or [ ] has produced ___________________________ as identification.

NOTARY STAMP:

BRONA MARY O'REHAN
Notary Public, State of New York
No. 01CR6300347
Qualified in Westchester County Commission Exp. 09-18-2023

NOTARY PUBLIC
Print Name: BRONA MARY O'REHAN

ACTIVE 45991642
Temporary Construction Easement Agreement
WITNESSES:

Witness #1 Signature
Print Name: Alan C. Shoffner Jr.

Witness #2 Signature
Print Name: Julie F. Smoak

GRANTOR:

DEERFIELD LAND CORPORATION, a Delaware corporation

By: Thomas M. Roehlk
Vice President and Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

I hereby certify that the foregoing Temporary Construction Easement Agreement was acknowledged before me this ___ day of September, 2019, by Thomas M. Roehlk, as Vice President and Secretary of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of said corporation. He [☑] is personally known to me, or [☐] has produced ____________________________ as identification.

NOTARY STAMP:

[Stamp]
JULIE F. SMOAK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF92739
Expires 7/10/2020

[Signature]

NOTARY PUBLIC

ACTIVE 45991642
Temporary Construction Easement Agreement
EXHIBIT “A”

GRANTOR PROPERTY / EASEMENT AREA

See attached 4 pages

Exhibit A - 1
PROPOSED TRACT “B” – DESCRIPTION

Proposed TRACT B, Osceola Corporate Center - Replat Thirty Three as recorded in Plat Book ____, Page ____ of the Public Records of Osceola County, Florida and being more particularly described as follows:

A Tract of land being a portion of Lots 1 and 2, Osceola Corporate Center - Replat Nineteen as recorded in Plat Book 21, Page 130 of the Public Records of Osceola County, Florida being more particularly described as follows:

Begin at the Northwest corner of Lot 1, Osceola Corporate Center - Replat Nineteen as recorded in Plat Book 21, Page 130 of the Public Records of Osceola County, Florida; said point being on the South right of way line of Mary Louis Lane; thence run N 89°55'24" W for a distance of 20.07 feet; thence departing said right of way line and run S 00°02'45" W for a distance of 364.06 feet to the Point of Curvature of a curve concave Easterly and having a radius of 470.00 feet; thence run Southerly along the arc of said curve through central angle of 3°27'41" for a distance of 28.39 feet; thence departing said curve and run S 90°00'00" E for a distance of 255.23 feet; thence run N 00°04'36" E for a distance of 392.09 feet to a point on the aforesaid South right of way line of Mary Louis Lane; thence run N 89°55'24" W along said right of way for a distance of 236.23 feet to the Point of Beginning.

Contains: 100,487 square feet or 2.307 Acres, more or less.

ORDER # R000010-SOD-B

Prepared by:
REMCHUK SURVEYING, INC.
P.O. Box 608625
ORLANDO, FLORIDA 32860
407-325-0323

This description and the accompanying sketch or sketches have been prepared in accordance with the Standards set forth in Chapter 5J-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, plat or map is for informational purposes only and is not valid.

ROBERT W. MONACO
P.S.M. # 5980
Date: September 25, 2019
PROPOSED TRACT “C” – DESCRIPTION

Proposed TRACT C, Osceola Corporate Center - Replat Thirty Three as recorded in Plat Book ____,
Page ____ of the Public Records of Osceola County, Florida and being more particularly described as follows:

A Tract of land being a portion of Lots 1 and 2, Osceola Corporate Center - Replat Nineteen as recorded
in Plat Book 21, Page 130 of the Public Records of Osceola County, Florida being more particularly
described as follows:

Commence at the most Northerly corner of Lot 2, Osceola Corporate Center - Replat Twenty-Eight as
recorded in Plat Book 25, Page 155 of the Public Records of Osceola County, Florida and run S
56°00'20" W along the Northwesterly line of the aforesaid Lot 2 for a distance of 56.05 feet to the Point
of Beginning; thence departing said Northwesterly line and run N 00°30'23" E for a distance of 393.90
feet; thence run N 90°00'00" W for a distance of 474.66 feet to a point on a curve concave Easterly and
having a tangent bearing of S 03°24'56" E and a radius of 470.00 feet; thence run Southerly along the arc
of said curve through a central angle of 11°17'53" for an arc distance of 92.68 feet to the Point of
Tangency; thence run S 14°42'49" E for a distance of 175.89 feet to a Point of Curvature of a curve
concave Northeasterly and having a radius of 482.00 feet; thence run Southeasterly along the arc of said
curve through a central angle of 18°54'49" for an arc distance of 159.11 feet to the Point of Tangency;
then run S 33°37'38" E for a distance of 184.01 feet to a point on the Northwesterly line of the aforesaid
Lot 2; thence run N 56°00'20" E along said Northwesterly line for a distance of 295.71 feet to the Point
of Beginning.

Contains: 197,724 square feet or 4.539 ACRES, more or less.

ORDER # R000010-SOD-C

Prepared by:
REMCHUK SURVEYING, INC.
P.O.Box 608625
ORLANDO, FLORIDA 32860
407-325-0323

This description and the accompanying sketch or sketches
have been prepared in accordance with the Standards set forth
in Chapter SJ-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, plat or map is for informational purposes only
and is not valid.

ROBERT W. MONACO
P.S.M. # 5980
Date: September 25, 2019
EXHIBIT “B”

GRANTEE PROPERTY

(Proposed Lot 5, Osceola Corporate Center – Replat Thirty Three)

A tract of land being a portion of Lots 1 and 2, Osceola Corporate Center - Replat Nineteen as per plat thereof as recorded in Plat Book 21, Pages 130 and 131, of the Public Records of Osceola County, Florida; and being more particularly described as follows:

Begin at the intersection of the northeasterly line of Lot 2, Osceola Corporate Center - Replat Nineteen as per plat thereof as recorded in Plat Book 21, Pages 130 and 131 and the northwesterly line of Lot 2, Osceola Corporate Center - Replat Twenty-Eight as per plat thereof as recorded in Plat Book 25, Pages 155 and 156 of the Public Records of Osceola County, Florida; thence run S 56°00'20" W for a distance of 25.59 feet; thence run N 00°30'23" E for a distance of 393.90 feet; thence run S 90°00'00" E for a distance of 258.17 feet to the Point of Curvature of a curve concave Southerly and having a radius of 238.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 17°57'25" for a distance of 74.59 feet to the Point of Tangency; thence run S 72°02'35" E for a distance of 39.80 feet to a point on the Westerly right of way line of County Road No. 527 (Orange Avenue); thence run Southwesterly along said right of way for the following four (4) courses: S 16°05'34" W for a distance of 192.83 feet; thence run S 18°54'50" W for a distance of 250.15 feet; thence run S 15°05'59" W for a distance of 48.48 feet; thence run S 00°00'00" W for a distance of 35.40 feet to the most easterly corner of Lot 2, Osceola Corporate Center - Replat Twenty-Eight as per plat thereof as recorded in Plat Book 25, Page 155 of the Public Records of Osceola County, Florida; thence run along the Northerly line of the aforesaid Lot 2 for the following courses: N 71°23'41" W for a distance of 31.04 feet; thence run N 43°55'43" W for a distance of 215.97 feet; thence run S 56°00'20" W for a distance of 30.46 feet to the Point of Beginning.

END OF EXHIBIT “B”

Exhibit B - 1