TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (hereinafter referred to as this “Agreement”) is made and entered into as of the 10th day of November, 2017, the (“Effective Date”) by DEERFIELD LAND CORPORATION, a Delaware corporation (“Grantor”) in favor of ORLANDO HEALTH, INC., a Florida not for profit corporation (“Grantee”); and with Grantor and Grantee hereinafter sometimes referred to collectively as an “Owner” or the “Owners”.

RECITALS

WHEREAS, Grantor has previously replatted certain platted real property which includes the Grantor Property (as hereinafter defined) and the Grantee Property (as hereinafter defined) and which is legally described as OSCEOLA CORPORATE CENTER – REPLAT THIRTY, according to the plat thereof, recorded in Plat Book 26, Page 26, of the public records of Osceola County, Florida (“Replat 30”);

WHEREAS, Grantee is the owner of fee simple title to that certain real property identified as Lot 1, OSCEOLA CORPORATE CENTER – REPLAT THIRTY, according to the plat thereof, recorded in Plat Book 26, Page 26, of the public records of Osceola County, Florida; (the “Grantee Property”) as depicted on the site development plan approved by Osceola County, Florida and identified as SDP17-0076 attached hereto and made a part hereof as Exhibit “A” (“Site Development Plan”);

WHEREAS, Grantor is the current owner and holder of fee simple title to certain parcels of real property identified as Lot 2 of Replat 30, Lot 3 of Replat 30, Tract A of Replat 30, and Tract B of Replat 30 located in Osceola County, Florida (collectively, the “Grantor Property”) (the Grantor Property, and the Grantee Property are sometimes referred to as a “Parcel” or collectively as the “Parcels”);

WHEREAS, Grantee has agreed to construct an east/west connector roadway to be called “Community Place” which will extend from Orange Avenue westward and connect to a north/south roadway adjacent to the Grantee Property and Community Place will be constructed with a portion of the southerly road right of way located within the boundaries of Lot 2 of Replat 30 and with a portion of the northerly road right of way located within Lot 3 of Replat 30;
WHEREAS, Grantee needs and desires to construct a water line underneath Community Place on the Grantor Property in the area described on Exhibit “B” attached hereto and incorporated by reference herein (the “Easement Area”) to connect facilities on the Grantor Property to water facilities located under Orange Avenue, adjacent to the Grantor Property (the “Water Line”), which Water Line shall be dedicated to, owned, maintained, repaired, and replaced by Tohopekaliga Water Authority following construction by Grantee and thereafter Grantee shall have no further obligation or liability for the Water Line; and

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 Water Line in the Easement Area 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 construction and installation of the Water Line; 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. Grantee agrees that the size and location of the Water Line shall not interfere with the development or operation of any portion of the Grantor Property as a road. Grantor hereby approves the construction and installation of the Water Line in the size and location as depicted on Exhibit “B” attached hereto. The construction and installation of the Water Line in the Easement Area shall be at Grantee’s sole cost and expense, shall comply with all applicable laws, ordinances, rules and regulations and shall not unreasonably disrupt the Grantor or any tenant of the Grantor Property, nor shall it cause any material disruption to the vehicular access in the Easement Area.

3. **Termination.** This Agreement shall automatically terminate upon completion of construction of the Water Line. No breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement. Any breach, however, shall not defeat or render invalid the lien of any mortgage, but this Agreement shall be binding upon and effective against such Owner of any of said property, or any portion thereof, whose title thereto is acquired by foreclosure, trustee’s sale, or otherwise.

4. **Effect of Sale.** If any Owner sells all or any portion of a Parcel owned by it, then after the date of such sale, the selling Owner shall have no further obligation under, and pursuant
to this Agreement and with respect to that portion of such Parcel sold, such obligation shall fall to the purchasing Owner.

5. **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”) 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. The foregoing notwithstanding, such indemnification shall not extend to any Losses incurred as a result of the gross negligence or willful misconduct of Grantor.

6. **Reasonable Use of Easement.** The Easement Area shall be used and enjoyed by each Owner, subject to the terms of this Agreement, in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct and operations of the business of any other Owner at any time conducted on its Parcel, including, without limitation, public access to and from said business. Grantor’s development of the Grantor Parcel shall not unreasonably interfere with Grantee’s easement rights in the Easement Area granted herein.

7. **Miscellaneous.**

a. **Governing Law; 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 Grantee:**
Orlando Health, Inc.
1414 Kuhl Ave.
MP-71
Orlando, Florida 32806
Facsimile: (321) 843-1783
Telephone: (321) 841-6761
Attention: Matt Taylor
E-mail: matt.taylor@orlandohealth.com

**With a copy to:**
Mateer & Harbert, P.A.
227 S. Robinson Street, Suite 600
Orlando, Florida 32801
Facsimile: (407) 423-2016
Telephone: (407) 425-9044
Attention: Thomas R. Harbert, Esq.
E-mail: tharbert@mateerharbert.com

**If to Grantor:**
Deerfield Land Corporation
14901 South Orange Blossom Trail
Orlando, Florida 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, Florida 32801  
Telephone: (407) 420-1000  
Facsimile: (407) 420-5909  
Attention: Alan C. Sheppard, Jr., Esq.  
E-mail: shepparda@gtlaw.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 Parcel and will create mutual, equitable servitudes upon each Parcel 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.

o. **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.

GRANTEE:

ORLANDO HEALTH, INC., a Florida not for profit corporation

By: Matthew S. Taylor
Name: Matthew S. Taylor
Title: Vice President
Date Executed: 11/2/17

WITNESSES:

Witness #1 Signature: Aaron Betenharn
Print Name: Aaron Betenharn

Witness #2 Signature: Angela Howard
Print Name: Angela Howard

STATE OF FLORIDA
COUNTY OF Orange ss:

I hereby certify that the foregoing Water Line Easement Agreement was acknowledged before me this 2 day of November, 2017, by Matthew S. Taylor, as Vice President, of ORLANDO HEALTH, INC., a Florida not for profit corporation, on behalf of said corporation. He/she is personally known to me, or [ ] has produced as identification.

NOTARY STAMP:

[Notary Public seal]

NOTARY PUBLIC
Print Name: Michele M. Allen
WITNESSES:

Vicke S. Lise
Witness #1 Signature
Print Name: Vicke S. Lise

Susan Coames Chiono
Witness #2 Signature
Print Name: Susan Coames Chiono

GRANTOR:

DEERFIELD LAND CORPORATION, a Delaware corporation

By: THOMAS M. ROEHLK

Name: THOMAS M. ROEHLK
Title: VICE PRESIDENT & SECRETARY

STATE OF FLORIDA
COUNTY OF OSCEOLA

I hereby certify that the foregoing Water Line Easement Agreement was acknowledged before me this 10th day of November 2017, by THOMAS M. ROEHLK as Vice President & Secretary of DEERFIELD LAND CORPORATION, a Delaware corporation, on behalf of said corporation. He/She [✓] is personally known to me, or [ ] has produced __________________________ as identification.

NOTARY STAMP:

SUSAN COAMES CHIONO
MY COMMISSION # FF 194765
EXPIRES: April 19, 2019

NOTARY PUBLIC
Print Name: Susan Coames Chiono
EXHIBIT "B"

EASEMENT AREA