STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made and entered into this 13th day of May, 2019 ("Effective Date"), by and between SAN MATEO CROSSING, LLC, a Florida limited liability company, ("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 that certain parcel 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 Lot 1 and Lot 2, OSCEOLA CORPORATE CENTER-REPLAT TWENTY-EIGHT, according to the plat thereof, as recorded in Plat Book 25, Page 155, of the public records of Osceola County, Florida;

WHEREAS, a sketch of the Easement Area is included in Exhibit "A" of this Easement Agreement;

WHEREAS, Grantor’s predecessor in title, Deerfield Land Corporation, has widened Orange Avenue adjacent to the Easement Area, and Grantee requires the use of the Easement Area for the construction, installation, maintenance, use and repair of drainage pipes and related facilities, together with a right of access to accomplish the foregoing, in order to accommodate the drainage and flow of stormwater and surface water from Orange Avenue over, through, upon, on and across the Easement Area (the "Orange Avenue Improvements");

WHEREAS, in connection with the Orange Avenue Improvements, Grantor’s predecessor in title, Deerfield Land Corporation, a Delaware corporation, 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 has agreed 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. 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 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 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: San Mateo Crossing, LLC
5604 PGA Boulevard, Suite 109
Palm Beach Gardens, Florida 33418
Attention: John F. Weir, President

With copy to: Mathison Whittles, LLP
PGA Concourse Building
5606 PGA Boulevard, Suite 211
Palm Beach Gardens, Florida 33418
Telephone: (561) 624-2001
Facsimile: (561) 624-0036
E-mail: SMathison@mathisonwhittles.com
Attention: Stephen S. Mathison, Esq.

If to Grantee: Osceola County
1 Courthouse Square
Kissimmee, Florida 34741
Attention: County Manager with copy to County Attorney
If to: Osceola Corporate Center Master Owners’ Association, Inc.
Master Association: 14901 South Orange Bloom Trail
Orlando, Florida 32837
Telephone: (407) 826-4514
Facsimile: (407) 826-4505
E-mail: tomroehlk@tupperware.com
Attention: Thomas M. Roehlk, President

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

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:

__________________________
Print Name: Ronald Roan

__________________________
Print Name: Stephanie Miller

“GRANTOR”

SAN MATEO CROSSING, LLC, a Florida limited liability company

By: ________________________
Print Name: John F. Weir
Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of April, 2019, by John F. Weir, as President of San Mateo Crossing, LLC, a Florida limited liability company. 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 22nd day of April, 2019.

__________________________
Print Name: Patricia G. Laine
Notary Public, State of Florida
Commission No.: GC 287239
My Commission Expires: 1-14-2023

(signatures continue on next page)
THE ABOVE STORMWATER DRAINAGE EASEMENT is accepted by Osceola County, Florida.

“GRANTEE”

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:

5/13/2019

Agreement with San Mateo Crossing LLC and Osceola Corporate Center, Master Association, Incorporated
WITNESSES:

Signed, sealed and delivered in the presence of:

Signed: Nereida Delgado
Print Name: Nereida Delgado

Signed: Susan Coumes Chiono
Print Name: Susan Coumes Chiono

“MASTER ASSOCIATION”

OSCEOLA CORPORATE CENTER,
MASTER ASSOCIATION, INC., a
Florida not-for-profit corporation
OWNERS

By: [Signature]
Print Name: Thomas M. Roehlk
Title: President

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 19th day of April 2019, 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 19th day of April 2019.

Print Name: Susan Coumes Chiono
Notary Public, State of Florida
Commission No.: FF 184795
My Commission Expires: April 19, 2019

ACTIVE 41226918v1
EXHIBIT “A”

“EASEMENT AREA”

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF OSCEOLA CORPORATE CENTER - REPLAT TWENTY EIGHT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 155, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY CORNER OF LOT 2, OSCEOLA CORPORATE CENTER - REPLAT TWENTY EIGHT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 155, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 18°36'20" WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD No. 527-ORANGE AVENUE, AND THE EAST LINE OF LOT 1 OF SAID PLAT, A DISTANCE OF 144.26 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1576.35 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°23'34" FOR A DISTANCE OF 175.88 FEET; THENCE DEPARTING THE WESTERLY RIGHT OF WAY OF COUNTY ROAD No. 527-ORANGE AVENUE, RUN SOUTH 59°04'47" WEST, ALONG THE NORTHERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5345, PAGE 1758, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, A DISTANCE OF 49.92 FEET; THENCE NORTH 17°16'55" EAST, A DISTANCE OF 376.17 FEET; THENCE NORTH 19°32'43" EAST, A DISTANCE OF 321.08 FEET; THENCE SOUTH 72°19'50" EAST, A DISTANCE OF 26.12 FEET TO A POINT ON THE AFORESAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 18°36'20" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 339.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,715 SQUARE FEET, OR 0.452 ACRES, MORE OR LESS.

The above description is in accordance with the Attachment “A”, prepared by American Layout & Land Surveying dated October 10, 2018.

[Signature]
Robert W. Monaco, P.S.M.
Professional Surveyor & Mapper
Florida License No. 153960
October 10, 2018

Exhibit A - 1
SKETCH OF DESCRIPTION ATTACHMENT "A"
- NOT A SURVEY -

OSCEOLA CORPORATE CENTER
REPLAT TWENTY EIGHT
PLAT BOOK 25, PAGE 155

LOT 1
19,715 SQUARE FEET
0.452 ACRES

RADIUS=1576.35'
LENGTH=175.88'
DELTAM=06°23'34"

PC-POINT OF CURVATURE

SURVEYOR'S NOTES
1) Bearings are based on the Westerly line of Lot 2, Osceola Corporate Center
   Further having a bearing of S33°30'00"E.
2) See sheet 1 for Legal Description.

Exhibit A - 2