


MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Joseph L. Passiatore, General Counsel

DATE: August 4, 2014

SUBJECT: Drainage Easement Agreement between Greenway Park DRI, LLC and Central Florida Expressway Authority

Board approval of the attached Drainage Easement Agreement between Greenway Park DRI, LLC and CFX is requested. Greenway Park is requesting that CFX terminate its current easement in exchange for a new drainage easement. The current drainage easement was acquired by CFX in 1991 for the SR 417 Project.

Currently CFX's pond discharges through the Southern Connector drainage easement to a wetland. The request is to abandon the current easement and use a pipe outfall system to convey the pond discharge into the same wetland.

CFX will retain an easement interest over the proposed pipe outfall system. Greenway Park DRI, LLC or the property owners association will have primary maintenance responsibility for the new drainage easement/pipe outfall system.

At the July 15th Right of Way Committee meeting the Committee recommended the Board approve the Drainage Easement Agreement and authorize the Deputy Executive Director to execute.

Staff is requesting Board approval.

JLP/ml
Attachment

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 2014 (the "**Effective Date**") by and between **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, whose mailing address is 9801 Lake Nona Road, Orlando, Florida 32827 ("**Grantor**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the state, under the laws of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**Parties**", and separately as the "**Party**").

WITNESSETH:

WHEREAS, Grantor is the owner of (i) that certain real property being more particularly described in **Exhibit "A-1"** attached hereto and incorporated herein by this reference (the "**Drainage Easement Tract**"), and (ii) that certain real property being more particularly described in **Exhibit "A-2"** attached hereto and incorporated herein by this reference (the "**Conservation Tract**") (the Drainage Easement Tract and the Conservation Tract shall be collectively referred to as the "**Drainage Easement Areas**"); and

WHEREAS, Grantee is the owner of that certain real property being described in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**CFX Pond Parcel**"); and

WHEREAS, Grantee obtained a permanent drainage easement (the "**Original Drainage Easement**") over certain lands owned by Grantor, as successor in interest to James Forest Lawson, individually, and Harry S. Scott, as Trustee for the Robert M. Lawson Trust under the Agreement of August 26, 1991, being more particularly described as follows: (i) that certain real property, being more particularly described in **Exhibit "C-1"** attached hereto and incorporated herein by this reference, under that certain Stipulated Order of Taking recorded November 1, 1991 in Official Records Book 4341, Page 4110, in the Public Records of Orange County, Florida, and (ii) that certain real property, being more particularly described in **Exhibit "C-2"** attached hereto and incorporated herein by this reference, under that certain Final Judgment of Compensation and Title recorded May 7, 1993 in Official Records Book 4559, Page 1290, in the

Public Records of Orange County, Florida (collectively, the “**Original Drainage Easement Area**”); and

WHEREAS, Grantor has requested that Grantee terminate the Original Drainage Easement in exchange for a new drainage easement over the Drainage Easement Areas upon such terms as more specifically 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. **Grant of New Drainage Easement.** Grantor does hereby grant and convey to Grantee, its successors and assigns, a perpetual, nonexclusive easement on, upon, over, under, across and through the Drainage Easement Areas for ingress, egress, access, use, construction, maintenance, repair and replacement of drainage pipes, lines or appurtenant facilities (collectively, the “**Drainage Facilities**”) for the benefit of the Central Florida Greenway (S.R. 417) and appurtenant Grantee properties and improvements (including the CFX Pond Parcel), as currently permitted and draining, for stormwater conveyance purposes into the Conservation Tract in accordance with all applicable governmental permits, approvals, and requirements and all applicable laws, rules and regulations, ordinances and the Approved Plans (as defined herein) (the “**New Drainage Easement**”).

As a condition precedent to release of the Original Drainage Easement as provided in Section 3 below, Grantor, at Grantor’s expense, shall cause all the Drainage Facilities to be constructed and installed within the Drainage Easement Areas in accordance with those certain plans prepared by Donald W. McIntosh Associates, Inc. under Job Number 28108 for Greenway Park Parcel 2 Phase 1, dated September 9, 2013 as revised February 11, 2014 and any subsequent revision (the “**Approved Plans**”). As a condition of the termination and release of the Original Drainage Easement, Grantee and/or its engineers, at no cost or expense to Grantor, shall have the right to inspect the construction of the Drainage Facilities in the Drainage Easement Areas to confirm that they have been completed in accordance with the Approved Plans. Grantor shall provide Grantee written notice of completion of the Drainage Facilities whereupon Grantee shall have a period of thirty (30) days after receipt of said notice of completion to inspect the Drainage Facilities and provide to Grantor written notice of acceptance. In the event Grantee fails to provide such written notice of acceptance within said 30-day period, Grantee shall be deemed to have accepted the Drainage Facilities and shall be required to terminate and release the Original Drainage Easement in accordance with Section 3 below. In the event Grantee does not approve the Drainage Facilities, Grantee shall provide timely written notice to Grantor specifying in detail those matters which do not conform to the Approved Plans, whereupon Grantor shall cause any such deficiencies to be corrected and the process for approval as outlined above shall be repeated until approved or deemed approved by Grantee.

3. **Termination and Release of Original Drainage Easement.** Upon the completed Drainage Facilities being approved or deemed approved by Grantee in accordance with the terms and conditions of Section 2 above, Grantee shall execute and record in the Public Records of Orange County, Florida, a termination and release of the Original Drainage Easement in the form and content set forth in Exhibit "D" attached hereto and incorporated herein by this reference.

4. **Right of Future Relocation.** Grantor, at its expense, shall have the right from time to time to relocate all or any portion of the Drainage Easement Tract, or the Conservation Tract, together with any and all Drainage Facilities lying therein, as it deems necessary so long as such relocation does not unreasonably interfere with or disrupt the stormwater conveyance purposes set forth in Section 2 above. During the term of this Agreement, Grantee hereby consents to any such request to relocate provided that (i) the New Drainage Easement (or portions thereof), as so relocated, shall provide Grantee with substantially the same size, quality and capacity of drainage rights as existed prior to such relocation, (ii) Grantor shall pay for any expenses incurred in the relocation of the New Drainage Easement (either in whole or in part) in compliance with all governmental permits, approvals, and requirements, (iii) there shall be no material interruption with Grantee's conveyance of stormwater drainage from Central Florida Greenway (S.R. 417) and appurtenant Grantee properties and improvements (including the CFX Pond Parcel) through the Drainage Easement Tract to the Conservation Tract, and (iv) Grantor shall deliver to Grantee an amendment to this Agreement together with a legal description for the new drainage easement area(s) to be granted to Grantee and those portions of the existing drainage easement areas (or portions thereof) to be released by Grantee. 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 of the Drainage Easement Areas (or applicable portions thereof), and subject to all of the conditions for relocation being satisfied, the rights of Grantee as to those portions being released from the New Drainage Easement shall be released and immediately revert to the Grantor, its successors and assigns.

5. **Repair and Maintenance.**

(a) At Grantee's cost and expense, Grantee agrees to repair, replace and maintain all drainage facilities and improvements located within the Original Drainage Easement in good condition and working order until such time as they are removed by Grantor. In the event any obligations of Grantee under this subparagraph (a) is not performed by Grantee, either Grantor or a property owners' association (the "**POA**"), shall have the right (but not the obligation) to deliver written notice to Grantee setting forth the maintenance deficiencies whereupon Grantee shall have a period of fifteen (15) days to remedy the deficiencies (or twenty-four (24) 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 twenty-four (24) hour period in case of emergency, Grantor or the POA, as applicable, shall have the right (but not the obligation) to undertake all reasonably necessary repair, replacement or maintenance itself and recover from Grantee the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith

(b) At Grantor's cost and expense, Grantor shall repair, replace and maintain the Drainage Facilities constructed and installed within the Drainage Easement Areas in good condition and working order and otherwise in accordance with the Approved Plans. In the event any obligations of Grantor under this subparagraph (b) is not performed by Grantor, either Grantee or the POA shall have the right (but not the obligation) to deliver written notice to Grantor setting forth the maintenance deficiencies whereupon Grantor shall have a period of fifteen (15) days to remedy the deficiencies (or twenty-four (24) 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 twenty-four (24) hour period in case of emergency, Grantee or the POA, as applicable, shall have the right (but not the obligation) to undertake all reasonably necessary repair, replacement or maintenance itself and recover from Grantor the reasonable and actual, third party out-of-pocket fees, costs and expenses incurred in connection therewith. Grantor may assign its rights and obligations under this subparagraph (b) to any property owner association, municipality, district or other governmental authority ("**Permitted Assignee**"), whereupon Grantor shall be released from all obligations and liabilities hereunder except for any obligations or liabilities arising prior to the effective date of such assignment.

6. **Insurance.** At all times during Grantee's access to the Drainage Easement Areas for purposes set forth herein, Grantee, on behalf of itself and/or any contractors performing work for Grantee, shall 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 herein. 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.

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. Grantee shall not knowingly discharge into or within the Drainage Easement Areas, 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 easements appurtenant to the Drainage Easement Areas for the benefit and use of Grantee, its successors and assigns and each of their, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), and shall be binding upon the Drainage Easement Areas and shall be a covenant running with title to the Drainage Easement Areas. The easements hereby created and granted include the creation of all incidental rights reasonably necessary for the use and enjoyment of the Drainage Easement Areas for the purpose expressly set forth in Section 2 above.

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 Drainage Easement Areas 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. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this 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 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: Greeneway Park DRI, LLC
9801 Lake Nona Road
Orlando, Florida 32827
Attention: James L. Zboril, President

and

With a copy to: Greeneway Park DRI, LLC
9801 Lake Nona Road
Orlando, Florida 32827
Attention: Michelle Rencoret, General Counsel

and

With a copy to: Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Sara W. Bernard, P.A.

To Grantee: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attention: Joe Passiatore, General Counsel

13. **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 Drainage Easement Areas in any manner that does not impair the functioning of the Drainage Facilities and is not inconsistent with the easement rights created herein.

14. **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.

15. **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. This Agreement shall be binding upon and inure to the benefit of Grantee, Grantor, and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Drainage Easement Areas and exist for the benefit of and shall run with title to the applicable property.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year set forth below.

"GRANTOR"

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

GREENEWAY PARK DRI, LLC,
a Florida limited liability company

Print Name:_____

By:_____
James L. Zboril, President

Print Name:_____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by James L. Zboril, as President of **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, on behalf of said company. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

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

WITNESSES:

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

Print Name: _____

Print Name: _____

“GRANTEE”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida. She/He is personally known to me or has produced _____ identification.

(Signature of Notary Public)

Print Name of Notary Public
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

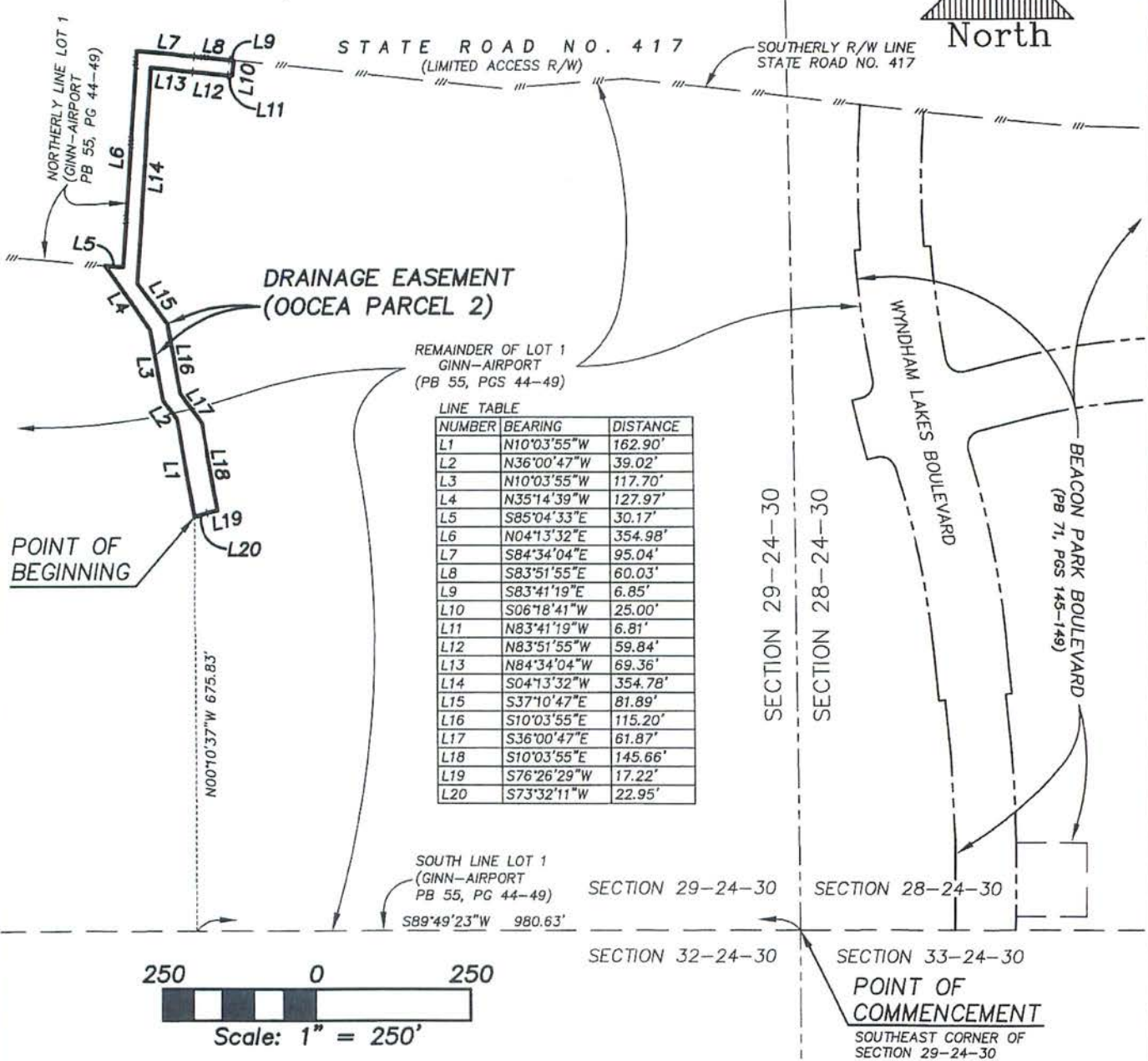
EXHIBIT "A-1"

DRAINAGE EASEMENT TRACT

[See Attached CS#10-210 – 2 pages]

SKETCH OF DESCRIPTION

(SEE SHEET 2 FOR DESCRIPTION, LEGEND & NOTES)



NUMBER	BEARING	DISTANCE
L1	N10°03'55"W	162.90'
L2	N36°00'47"W	39.02'
L3	N10°03'55"W	117.70'
L4	N35°14'39"W	127.97'
L5	S85°04'33"E	30.17'
L6	N04°13'32"E	354.98'
L7	S84°34'04"E	95.04'
L8	S83°51'55"E	60.03'
L9	S83°41'19"E	6.85'
L10	S06°18'41"W	25.00'
L11	N83°41'19"W	6.81'
L12	N83°51'55"W	59.84'
L13	N84°34'04"W	69.36'
L14	S04°13'32"W	354.78'
L15	S37°10'47"E	81.89'
L16	S10°03'55"E	115.20'
L17	S36°00'47"E	61.87'
L18	S10°03'55"E	145.66'
L19	S76°26'29"W	17.22'
L20	S73°32'11"W	22.95'

PREPARED FOR:		01/23/14	JP	REVISED DRAINAGE EASEMENT (13079)
Greenway Park DRI, LLC		11/18/10	PH	ADD PARCEL LABELS, NOTE, AND AREA
GREENWAY PARK - DRAINAGE EASEMENT (OOCEA PARCEL 45-831)		DATE	BY	DESCRIPTION
		REVISIONS		
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 Rocky L. Garson January 24, 2014 Florida Registered Surveyor and Mapper Certificate No. 4285 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.		
DRAWN BY: PH	CHECKED BY: RLC	JOB NO.	SCALE	SHEET
DATE: 9/13/10	DATE: 9/13/10	28108.0523	1"=250'	1
				OF 2

SKETCH OF DESCRIPTION

(SEE SHEET 1 FOR SKETCH)

DESCRIPTION:

That part of LOT 1, GINN - AIRPORT, according to the plat thereof, as recorded in Plat Book 55, Pages 44 through 49, of the Public Records of Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 29; thence S89°49'23"W along the South line of said Lot 1 for a distance of 980.63 feet; thence departing said South line run N00°10'37"W, 675.83 feet to the POINT OF BEGINNING; thence N10°03'55"W, 162.90 feet; thence N36°00'47"W, 39.02 feet; thence N10°03'55"W, 117.70 feet; thence N35°14'39"W, 127.97 feet to the Northerly line of the aforesaid Lot 1 and the Southerly right-of-way line of State Road 417; thence run the following courses along said Northerly and Southerly lines: S85°04'33"E, 30.17 feet; thence N04°13'32"E, 354.98 feet thence S84°34'04"E, 95.04 feet; thence S83°51'55"E, 60.03 feet; thence S83°41'19"E, 6.85 feet; thence departing said Northerly line of Lot 1 and the Southerly right-of-way line of State Road 417, run S06°18'41"W, 25.00 feet; thence N83°41'19"W, 6.81 feet; thence N83°51'55"W, 59.84 feet; thence N84°34'04"W, 69.36 feet; thence S04°13'32"W, 354.78 feet; thence S37°10'47"E, 81.89 feet; thence S10°03'55"E, 115.20 feet; thence S36°00'47"E, 61.87 feet; thence S10°03'55"E, 145.66 feet; thence S76°26'29"W, 17.22 feet; thence S73°32'11"W, 22.95 feet to the POINT OF BEGINNING.

Containing 0.620 acres (26,997 square feet) more or less and being subject to any rights-of-way, restrictions and easements of record.

NOTES:

- This is not a survey.
- Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
- Bearings based on the South line of Lot 1, according to the plat of GINN - AIRPORT (Plat Book 55, Pages 44-49) as being S89°49'23"W (per plat).
- This easement is being created to replace a portion of the Drainage Easement Parcel 45-831 described in the Stipulated Order of Taking recorded in Official Records Book 4341, Page 4110, Public Records of Orange County, Florida.
- Lands shown hereon were not abstracted for rights-of-way, easements, ownership or other instruments of record by this firm.
- No title opinion or abstract of matters affecting title or boundary to the subject property or those of adjoining land owners have been provided. It is possible there are deeds of record, unrecorded deeds or other instruments which could affect the boundaries or use of the subject property.
- This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

LEGEND

SECTION 29-24-30	SECTION, TOWNSHIP, RANGE
R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PGS	PAGES
L1	LINE NUMBER (SEE TABLE)

PREPARED FOR:

Greenway Park DRI, LLC

GREENWAY PARK - DRAINAGE EASEMENT (OOCEA PARCEL 45-831)



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>PH/JP</u>	CHECKED BY: <u>RLC</u>	JOB NO.	SCALE	SHEET <u>2</u>
DATE: <u>9/13/10</u>	DATE: <u>9/13/10</u>	<u>28108.0523</u>	<u>N/A</u>	OF <u>2</u>

SL12989

EXHIBIT "A-2"

CONSERVATION TRACT

That certain conservation area owned by **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, abutting and lying immediately South of the Drainage Easement Tract

EXHIBIT "B"

CFX POND PARCEL

That certain stormwater pond tract owned by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the state, under the laws of the State of Florida, lying Northwest of the Drainage Easement Tract and within the limited access right of way known as Central Florida Greenway (S.R. 417)

EXHIBIT "C-1"

ORIGINAL DRAINAGE EASEMENT AREA

**PERMANENT DRAINAGE EASEMENT – PORTION OF PARCEL 45-831
AS DESCRIBED IN OFFICIAL RECORDS 4341, PAGE 4110**

DESCRIPTION:

Commence at a 6"x6" concrete monument marking the Southeast corner of the Southeast 1/4 of said Section 29; thence run North 00°05'31" West along the East line of said Southeast 1/4 a distance of 1358.39 feet to a point; thence departing said East line run North 83°38'26" West a distance of 362.10 feet; thence run South 85°56'12" West a distance of 202.36 feet; thence run North 82°54'48" West a distance of 500.43 feet; thence run South 04°42'03" West a distance of 340.00 feet for a POINT OF BEGINNING; thence run South 84°36'02" East a distance of 297.12 feet; thence run South 16°20'13" West a distance of 540.00 feet; thence run North 73°39'47" West a distance of 50.00 feet; thence run North 16°20'13" East a distance of 479.41 feet; thence run North 84°36'02" West a distance of 286.35 feet; thence run North 05°23'58" East a distance of 35.00 feet; thence run South 84°36'02" East a distance of 50.00 feet; thence run North 04°42'03" East a distance of 15.00 feet to the POINT OF BEGINNING.

EXHIBIT "C-2"

ORIGINAL DRAINAGE EASEMENT AREA

PERMANENT DRAINAGE EASEMENT – PARCEL 45-831 (PART 3)
AS DESCRIBED IN OFFICIAL RECORDS 4559, PAGE 1290

DESCRIPTION:

Commence at the Southeast corner of the Southeast 1/4 of said Section 29; thence N00°05'31"W along the East line of said Southeast 1/4 for 1358.39 feet; thence departing said East line N83°00'32"W for 262.16 feet; thence S86°10'15"W for 202.23 feet; thence N83°14'24"W for 445.29 feet; thence N83°23'24"W for 60.03 feet; thence N84°05'33"W for 95.04 feet; thence S04°42'03"W for 340.00 feet to the POINT OF BEGINNING; thence S84°36'02"E for 297.12 feet; thence S16°20'13"W for 540.00 feet; thence N73°39'47"W for 50.00 feet; thence N16°20'13"E for 479.41 feet; thence N84°36'02"W for 286.35 feet; thence N05°23'58"E for 35.00 feet; thence S84°36'02"E for 50.00 feet; thence N04°42'03"E for 15.00 feet to the POINT OF BEGINNING.

EXHIBIT "D"

TERMINATION AND RELEASE OF ORIGINAL DRAINAGE EASEMENT

Prepared By and Return To:

Sara W. Bernard, P.A.
Broad and Cassel
Bank of America Center
P.O. Box 4961
Orlando, Florida 32802-4961

TERMINATION AND RELEASE OF DRAINAGE EASEMENT

THIS TERMINATION AND RELEASE OF DRAINAGE EASEMENT (the “**Termination**”) is made effective as of this _____ day of _____, 2014 (the “**Effective Date**”) by **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate and an agency of the state, under the laws of the State of Florida, whose mailing address is 4974 ORL Tower Road, Orlando, Florida 32807 (“**CFX**”) to and in favor of **GREENEWAY PARK DRI, LLC**, a Florida limited liability company, whose mailing address is 9801 Lake Nona Road, Orlando, Florida 32827 (“**Greeneway**”).

WITNESSETH:

WHEREAS, CFX obtained a permanent drainage easement (the “**Easement**”) over certain lands owned by Greeneway, as successor in interest to James Forest Lawson, individually, and Harry S. Scott, as Trustee for the Robert M. Lawson Trust under the Agreement of August 26, 1991, being more particularly described as follows: (i) that certain real property, being more particularly described in **Exhibit “A-1”** attached hereto and incorporated herein by this reference, under that certain Stipulated Order of Taking recorded November 1, 1991 in Official Records Book 4341, Page 4110, in the Public Records of Orange County, Florida, and (ii) that certain real property, being more particularly described in **Exhibit “A-2”** attached hereto and incorporated herein by this reference, under that certain Final Judgment of Compensation and Title recorded May 7, 1993 in Official Records Book 4559, Page 1290, in the Public Records of Orange County, Florida (collectively, the “**Drainage Easement Area**”); and

WHEREAS, Greeneway has requested that CFX terminate the Easement in exchange for a new drainage easement over that certain area as more specifically set forth in that certain Drainage Easement Agreement recorded _____ in Official Records Book _____, Page _____, in the Public Records of Orange County, Florida (the “**Agreement**”); and

WHEREAS, CFX has approved the completed Drainage Facilities (as defined in the Agreement); and

WHEREAS, CFX is desirous of releasing and terminating the Easement.

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 Greeneway and CFX, Greeneway and CFX do hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. CFX represents that it is the sole holder of the Easement and that it has not made any assignment, transfer, encumbrance, conveyance, or other disposition of any interest in the Easement to any party.
3. CFX does hereby release, convey, remise, acquit, terminate, vacate and forever abandon all of its right, title, and interest in and to the Easement and any drainage improvements constructed within the Drainage Easement Area. There are no other easements or easement areas being released or terminated hereby other than the Easement and Drainage Easement Area as expressly stated herein.

[SIGNATURE CONTAINED ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, CFX has executed this Termination as of the day and year set forth above.

WITNESSES:

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

“CFX”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ of the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the State of Florida. She/He is personally known to me or has produced _____ identification.

(Signature of Notary Public)

Print Name of Notary Public
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A-1"

DRAINAGE EASEMENT AREA

PERMANENT DRAINAGE EASEMENT – PORTION OF PARCEL 45-831
AS DESCRIBED IN OFFICIAL RECORDS 4341, PAGE 4110

DESCRIPTION:

Commence at a 6"x6" concrete monument marking the Southeast corner of the Southeast 1/4 of said Section 29; thence run North 00°05'31" West along the East line of said Southeast 1/4 a distance of 1358.39 feet to a point; thence departing said East line run North 83°38'26" West a distance of 362.10 feet; thence run South 85°56'12" West a distance of 202.36 feet; thence run North 82°54'48" West a distance of 500.43 feet; thence run South 04°42'03" West a distance of 340.00 feet for a POINT OF BEGINNING; thence run South 84°36'02" East a distance of 297.12 feet; thence run South 16°20'13" West a distance of 540.00 feet; thence run North 73°39'47" West a distance of 50.00 feet; thence run North 16°20'13" East a distance of 479.41 feet; thence run North 84°36'02" West a distance of 286.35 feet; thence run North 05°23'58" East a distance of 35.00 feet; thence run South 84°36'02" East a distance of 50.00 feet; thence run North 04°42'03" East a distance of 15.00 feet to the POINT OF BEGINNING.

EXHIBIT "A-2"

DRAINAGE EASEMENT AREA

PERMANENT DRAINAGE EASEMENT – PARCEL 45-831 (PART 3)
AS DESCRIBED IN OFFICIAL RECORDS 4559, PAGE 1290

DESCRIPTION:

Commence at the Southeast corner of the Southeast 1/4 of said Section 29; thence N00°05'31"W along the East line of said Southeast 1/4 for 1358.39 feet; thence departing said East line N83°00'32"W for 262.16 feet; thence S86°10'15"W for 202.23 feet; thence N83°14'24"W for 445.29 feet; thence N83°23'24"W for 60.03 feet; thence N84°05'33"W for 95.04 feet; thence S04°42'03"W for 340.00 feet to the POINT OF BEGINNING; thence S84°36'02"E for 297.12 feet; thence S16°20'13"W for 540.00 feet; thence N73°39'47"W for 50.00 feet; thence N16°20'13"E for 479.41 feet; thence N84°36'02"W for 286.35 feet; thence N05°23'58"E for 35.00 feet; thence S84°36'02"E for 50.00 feet; thence N04°42'03"E for 15.00 feet to the POINT OF BEGINNING.