Prepared by and return to: Fernandez Legal Attn: Veronica Oakler, Esq., LL.M. 135 W. Central Blvd, Suite 300 Orlando, FL 32801

AMENDED NON-EXCLUSIVE UNDERGROUND DRAINAGE PIPE EASEMENT

THIS AMENDED NON-EXCLUSIVE UNDERGROUND DRAINAGE PIPE EASEMENT is made and entered into this __ day of _____, 20__, by and among ORLANDO UTILITIES COMMISSION, a statutory commission under the laws of the State of Florida, whose address is 500 S. Orange Avenue, Orlando, Florida 32801 ("OUC"), the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, the ("City"), for the use and benefit of OUC, whose address is 400 S. Orange Ave., Orlando, FL 32802 (OUC and City are collectively referred to herein as "Grantor"), and YUCATAN CFB HOMES LLC, a Florida limited liability company whose address is 711 N. Orlando Ave., Suite 302, Maitland, FL 32751 ("Developer") and ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 ("County") (Developer and County are collectively referred to herein as "Grantee");

WHEREAS, Grantor and Developer previously entered into a Non-Exclusive Underground Drainage Pipe Easement ("**Prior Easement**"), which is recorded in Official Records of Orange County as Document Number 20230703001;

WHEREAS, the Parties seek to amend this Prior Easement, adding the COUNTY herein as a Party and superseding the Prior Easement with this Amended Non-Exclusive Underground Drainage Pipe Easement;

WHEREAS, Grantor is the owner of certain real property located in Orange County, Florida ("OUC Property"), by virtue of the instrument recorded in the Public Records of Orange County, Florida, in Official Records Book 409 Page 269;

WHEREAS, OUC has constructed and operates an electric transmission line within the OUC Property;

WHEREAS, Developer has received Final Construction Plan ("FCP") approval from the Grantor with respect to the Developer of certain property ("Developer Property"), which Developer Property is more particularly described on Exhibit "A" attached hereto. A copy of the FCP is attached hereto as Exhibit "B";

WHEREAS, as part of such development, Grantee has requested and the Grantor has agreed to grant an easement to install one 36inch RCP pipe underground to permit Developer to construct and maintain, and County to operate and maintain, certain improvements and Facility (as described herein) within certain property owned by the Grantor ("Easement Area"), as more particularly described on Exhibit "C" attached hereto, which Facility shall be constructed at the sole cost of the Developer and operated and maintained at the sole cost of the Grantee as described herein. This Easement shall be used by Grantee solely for one underground 36inch RCP pipe ("Facility") for

drainage across the OUC Property and related fencing and shrubbery as described herein.

The easement granted under this Non-Exclusive Underground Pipeline Easement shall be subject to the following OUC conditions and requirements:

- Developer has begun construction their Facility, and related fencing and shrubbery as described herein, pursuant to an easement granted by Grantor to Developer which is recorded in OR Document Number 20230703001 and such Facility shall be consistent with OUC approved plans.
- Grantee acknowledges that the easement and property rights being granted under this Non-Exclusive Underground Pipeline Easement are within lands with high voltage electrical lines and that future overhead and/or underground lines may be added in the future.
- Grantee acknowledges that OUC utilizes heavy, high lift aerial bucket trucks with a typical Gross Vehicle Weight Rating (GVWR) of 90,000 pounds. Additionally, Grantee acknowledges that OUC utilizes heavy cranes to install steel poles, and that under certain conditions these vehicles can exert upwards of 5,000 pounds per square foot (PSF) of ground surface loading. Developer's Facility shall be designed with the assumption that the maximum ground surface loading will be located directly above their underground facility. As such, the Facility shall be designed to withstand the weight and traffic generated by said commercial vehicles and equipment.
- Developer shall construct the Facility in a manner that maintains existing ground elevations, and shall compact all excavated areas to greater than 95% compaction in lifts no greater than twelve (12) inches, with Limerock Bearing Ration (LBR) greater than forty (40).
- Grantee shall take reasonable steps to protect the OUC facilities at all times during the performance of any work associated with its drainage pipe installation, operations, and maintenance including maintaining a minimum of fifty (50) feet of clear lateral distance from any OUC pole, and not stockpile any material or spoils piles taller than ten (10) feet above existing grade.
- Grantee shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of OUC.

WHEREAS, as shown on the FCP, the OUC Property bisects the Developer Property into two parcels, with residential lots to the West ("Residential Parcel") and a drainage pond to the East (the "Pond")

- **NOW, THEREFORE,** for and in consideration of the foregoing premises and, the mutual agreement of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- 1. **Recitations.** The above recitations are true and correct, and are incorporated in and made a part of this Easement Agreement.
- 2. **Grant of Permanent Easement Grant.** The Grantee shall have a perpetual, non-exclusive easement (the "Maintenance Easement") to enter onto OUC Property, within the Easement Area, for Developer to construct and maintain, and County to maintain, repair and replace the

Facility as provided herein, including the right to clear and keep clear all trees, undergrowth, and other similar obstructions that may interfere with normal operation or maintenance of the Facility.

- 3. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves (to itself, its successors and assigns) the reasonable right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and the Property in Grantor's reasonable discretion for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area onto any adjacent or contiguous Grantor property; provided, such right does not unreasonably interfere with Grantee's Permitted Use of the Easement Area pursuant to the terms hereof.
- 4. **Grantor Covenants.** Grantor covenants that it is the owner in fee simple of the Easement Area, and that Grantor has the right to grant the approvals, privileges, and easements stated herein, and further covenants that the Grantee shall have quiet and peaceful possession, use, and enjoyment of the rights herein granted. Grantor shall not allow others to, engage in any use on the subject property which conflicts with the easements contained herein.
- 5. Construction of Facility. Developer shall construct the Facility in a reasonable and expeditious manner, and in accordance with any specification required by County and approved by OUC. Developer shall act in good faith to install the Facility within the 20-foot drainage easement area shown on the FCP. Additionally, Developer shall install a masonry-type wall along the rear of the lot lines within the lots located on the Developer Property (as shown on the FCP) along the property line between the Developer Property and the OUC Property. Additionally, Developer shall install a commercial-grade, black, chain-link fence along the Easement Area access point adjacent to the lots on either side thereof as agreed to by the parties. The 20-foot chain-link section include decorative shrubbery, planted in front of the chain-link portion of the Developer Property side.
- Maintenance. Upon completion of the Facility, Developer shall maintain all improvements within the Easement Area until approval for maintenance of all or part of the Facility by the County as provided herein, and subject to the requirements of Chapter 34, County Code. Upon such approval by the County, Developer shall continue to maintain the shrubbery, wall, and fences, described in Paragraph 5, at its sole cost and expense and the County shall maintain and operate the Facility constructed by Developer at its sole cost and expense, in accordance with applicable law, permits, and County-wide standards. Notwithstanding anything foregoing to the contrary, the Parties agree that Developer may transfer its maintenance obligations with respect to the shrubbery, wall, and fences hereunder to its HOA as successor in interest without further consent by OUC. Developer may maintain any shrubbery and fences using third party vendors or internal resources, in its sole discretion. Grantee and/or the HOA shall not construct any improvements in the Easement Area or perform any maintenance work within the Easement Area without the prior written consent of OUC, which consent shall not be unreasonably withheld or delayed, except for Grantee Emergency Operations, in which case Grantee may construct temporary improvements in the Easement Area without prior approval but shall provide notice to Grantor as soon as practicable. "Grantee Emergency Operations" shall mean those actions reasonably necessary to prevent or address imminent threats to human health, public safety, property damage, the environment, or the safe and reliable operation of Grantee's stormwater

management facilities.

- 7. **Successors and Assigns.** All covenants, terms, provisions, and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors, and assigns of the parties hereto, respectively.
- 8. **Counterparts.** This Easement Agreement may be executed in the same number of counterparts as there are parties; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

9. Liability and Indemnity.

Condition of Easement Area; Indemnity.

Developer hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Facilities on the Easement Area, prior to the date of County issuance of approval for maintenance. Developer shall indemnify and hold County and Grantor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Easement Area, prior to the date of County issuance of approval for maintenance, by the Developer, or its HOA as successor in interest, or their respective servants, employees, or agents, excepting, to the extent such claims or damages are due to or caused by the acts of the County or Grantor, or their servants or agents; provided, however, that nothing contained herein shall constitute a waiver of Grantor's sovereign immunity or increase the limitations specified in Section 768.28, Florida Statutes.

County, to the extent permitted by law, will defend, indemnify, and hold harmless Grantor, its affiliates, successors and assigns, and their respective employees, officers, directors, members, managers, and agents from and against any and all claims, suits, judgments, demands, liability, losses, actions, damages, disputes, costs, and expenses, of any nature whatsoever, directly or indirectly, arising from or out of, relating to, or caused in whole or in part by County's negligent use of the Easement Area or exercise of other rights under this Agreement; excepting those acts or omissions arising out of the sole negligence of OUC. Nothing contained herein shall constitute a waiver of County's sovereign immunity or increase the limitations specified in Section 768.28, Florida Statutes.

10. Notwithstanding anything herein to the contrary, City does not assume any contractual obligations described in this Amended Non-Exclusive Underground Drainage Pipe Easement, and Developer, Grantee and OUC so acknowledge and agree to same. The parties further acknowledge that City has no duties, obligations or responsibilities whatsoever with respect to the Lands and any construction, operation or maintenance of any improvements, infrastructure or otherwise on such Lands. The provisions hereof shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF the PARTIES has caused these presents to be executed in its name on the day and year first above written.

In our presence: (Signature of Witness #1) (Print Name of Witness #1) (Signature of Witness #2) (Print Name of Witness #2)	CITY OF ORLANDO, FLORIDA a municipal corporation existing under the laws of the State of Florida (SEAL) By: Mayor / Mayor Pro Tem Date: Attest:
(Print Name of Witness #1) (Signature of Witness #2)	By: Mayor / Mayor Pro Tem Date:
(Signature of Witness #2)	Date:
	Date:
(Print Name of Witness #2)	
(Attest:
	, City Clerk
TATE OF FLORIDA COUNTY OF ORANGE	
r _ online notarization, this day of	wledged before me by means of _ physical presence, 20, by / Mayor Pro Tem, and, as City
	Notary Public Signature
	Print, Type or Stamp Name of Notary:
Affix Notary Stamp or Seal) Personally Known or Produced Ide Sype of Identification Produced	ntification
	FOR THE USE AND RELIANCE OF
	CITY OF ORLANDO ONLY.
	Approved as to form and legality,

Signed, sealed and delivered in the presence of:	OUC			
in the presence of.	ORLANDO UTILITIES COMMISSION			
(Signature of Witness #1)	By:			
(Print Name of Witness #1)	CLINT BULLOCK General Manager & CEO			
	Date:			
(Signature of Witness #2)	Attest:			
(Print Name of Witness #2)	PAULA VELASQUEZ			
As to Orlando Utilities Commission	Assistant Secretary			
	Approved by OUC as to Form Other than Legal Description			
	Attorney			
STATE OF FLORIDA COUNTY OF ORANGE				
and county aforesaid to take acknowledge PAULA VELAQUEZ respectively, Gene ORLANDO UTILITIES COMMISSION, Florida, to me known to be the individual foregoing instrument on behalf of said O acknowledged the execution thereof to be authorized, and that the official seal of Othereto and the instrument is the act and determined to the control of the cont				
WITNESS my hand and official se, 20	al in the county and state last aforesaid this day of			
(Notarial Seal)	Notary Public (sign) Print Name:			
	State of Florida My Commission Expires:			

Signed, sealed and delivered In the presence of:	DEVELOPER		
•	YUCATAN CFB HOMES, LLC, a Florida limited liability company		
(Signature of Witness #1)			
(Print Name of Witness #1)	By: Print Name: Title:		
(Signature of Witness #2)	Date:		
(Print Name of Witness #2)			
STATE OF FLORIDA COUNTY OF ORANGE			
, 2025, by means ofas	owledged before me this day of _ physical presence or online notarization, by, of YUCATAN CFB HOMES, LLC, a ersonally known to me and who did (did not) take an		
(Notary Seal)			
	Notary Public Signature Print Notary Name: My Commission Expires		

COUNTY

ORANGE COUNTY, FLORIDABy: Board of County Commissioners

	By:	Jerry L. Demings Orange County Mayor
	Dated:	
ATTEST: Phil Diamond, CPA, County Comptroller As Clerk of the Board of County Commissioners		
By: Deputy Clerk		
Printed Name		

EXHIBIT "A"DEVELOPER PROPERTY

In Section 27, Township 22 South, Range 30 East, West 1/2 of East 1/2 of Northeast 1/4 (less 75 foot strip sold to Orlando Utilities and less North 330 feet of West 330 feet, and less beginning Southwest comer of Northwest 1/4 of Southeast 1/4 of Northeast 1/4, run East 667.88 feet, North 150 feet, West 372.77 feet to West right-of-way of Orlando Utilities strip, North 15 degrees West along right-of-way to West line of East 1/2 of Northeast 1/4, thence South to beginning, and less Northeast 1/4 of Northwest 1/4 of Northeast 1/4 of Northeast 1/4 and less North 198 feet of South 1/2 of Northwest 1/4 of Northeast 1/4, and less beginning 198 feet South of Northeast comer of South 1/2 of Northwest 1/4 of Northeast 1/4 of Northeast 1/4, run South 400 feet, West 230 feet, North 400 feet, East 230 feet, to Point of Beginning)

Beginning Southwest corner of Northwest 1/4 of Southeast 1/4 of Northeast 1/4 of Section, thence run South to South line of Section, thence West 135.5 feet North to a point West of beginning, thence East 135.5 feet to Point of Beginning.

Less: That portion thereof conveyed in Official Records Book 4371, Page 943.

Less: That portion thereof that lies within the Southeast 1/4 of Section 27, Township 22 South, Range 30 East, Orange County, Florida.

Less: Any portion that lies in Road right of way. AND

In Section 27, Township 22 South, Range 30 East, Begin 30 feet West of the Northwest comer of East 1/4 of Southeast 1/4, run South 124.19 feet along road right-of-way to Yucatan Drive, South 71 degrees West 321.98 feet, Southerly along curve 186.91 feet, North 32 degrees West 376.99 feet, East to Point of Beginning (less 75 foot right-of-way to Orlando Utilities Commission), lying in Orange County, Florida.

EXHIBIT "B"

Final Construction Plan ("FCP")

EXHIBIT "B-1"
FINAL SUBDIVISION PLAN

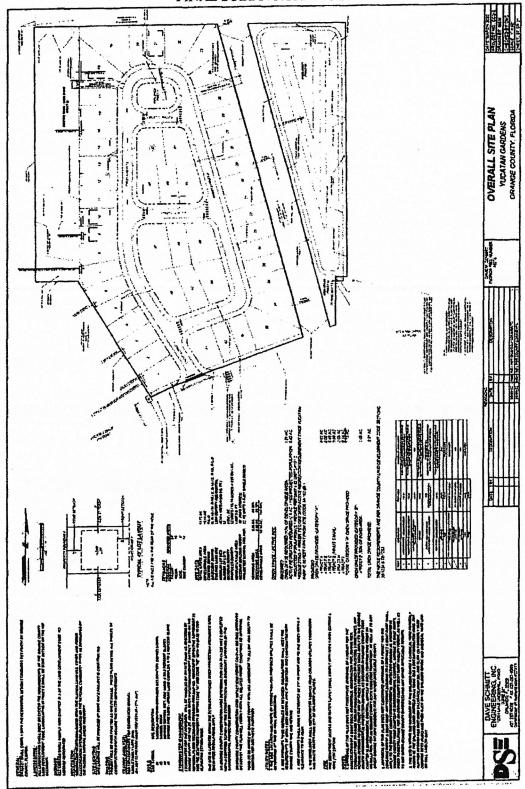


EXHIBIT "B-2" FINAL SUBDIVISION PLAN

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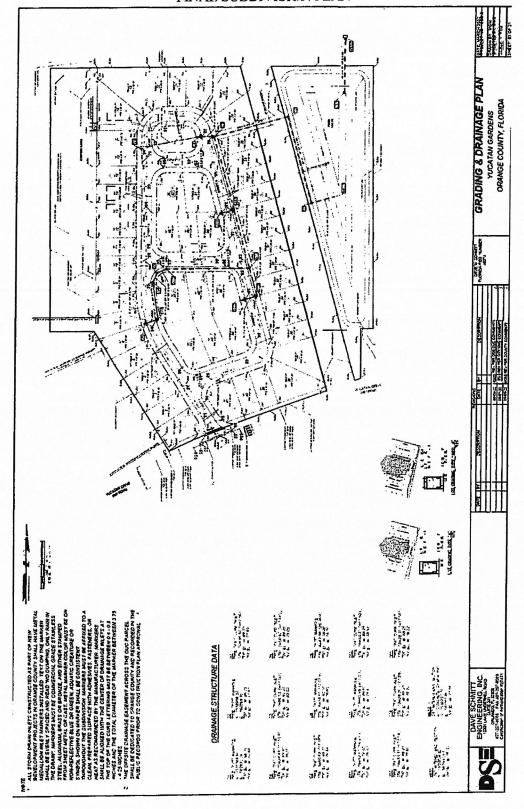


EXHIBIT "C"EASEMENT AREA

EXHIBIT "C-1" EASEMENT AREA

SKETCH OF DESCRIPTION

DRAINAGE EASEMENT YUCATAN GARDENS

A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 30 EAST

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

LEGAL DESCRIPTION A PARCEL OF LAND LYING WITHIN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST % OF THE SOUTHEAST % OF THE NORTHEAST % OF SAID SECTION 27, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF FORSYTH OAKS, AS RECORDED IN PLAT BOOK 35, PAGE 45 OF THE PUBLIC RECORDS OF SAID ORANGE COUNTY; THENCE SOUTH 89'48'00" WEST ALONG THE NORTH LINE OF THE OF SAID SCUTHWEST 1/2 OF THE SOUTHEAST 1/2 OF THE NORTH-LAST 1/2. SAID LINE ALSO BEING THE SOUTHERLY LINE OF 150-FOOT ORANGE COUNTY CRAINAGE EASEMENT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 1898, PAGE 778 OF THE PUBLIC RECORDS OF SAID ORANGE COUNTY. A DISTANCE OF 254.59 FEET TO THE POINT OF INTERSECTION OF SAID DRANGE COUNTY DRAINAGE EASEMENT RICHT-OF-WAY AND A 75 FOOT ORLANDO UTILITIES COMMISSION (PARCEL ID 27-22-3030-0000-00-059); THENCE SOUTH 15'22'46" EAST ALONG THE EASTERLY LINE OF SAID 75 FOOT ORLANDO UTILITIES COMMISSION, A DISTANCE OF 125.06 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 15'22'46" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EASTERLY LINE SOUTH 74"37'14" WEST. A DISTANCE OF 75.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID 75 FOOT ORLANDO UTILITIES COMMISSION; THENCE NORTH 15'22'46" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID WESTERLY LINE RUN NORTH 74'37'14" EAST, A DISTANCE OF 75.00 FEET RETURNING TO THE POINT OF BEGINNING.
CONTAINING 1,500.00 SQUARE FEET OR 0.0344 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

- T. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND

 1. NOT VALUE WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.

 5. BEARINGS SHOWN HEREON ARE BASED ON N LINE SW 1 OF THE SE 1 OF THE NE 1 SEC 27-22-30, WHICH BEARS 589 48'OOW, PER ASSUMED

SHEET 1 OF 2 SEE SHEET 2 OF 2 FOR SKETCH

THIS IS NOT A SURVEY.

DRAINAGE EASEMENT YUCATAN GARDENS

A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 30 EAST

ORANGE COUNTY, FLORIDA

JOB NO : YUCATAN	DATE	REVISIONS	TECH
SCALE: 1 = 50' FELD DATE: N/A			
FELD BY: N/A			
DRAWN BY: TKC APPROVED BY: ECT			
DRAWING FILE #	am nim		
YUCATAN DE SOD_RECO	EKLING	1.	

AMERICAN SURVEYING & MAPPING, INC. DDS NATIONAL DUE OF THE PROPERTY OF THE PROPER

221 Orcho Drive, Maldand, FL 32751 407 426 7979 amencanaurusyungendmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, WEETS THE APPLICABLE
"STANDARDS OF PRACTICE" AS SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA
ACHINISTRATIVE CODE, PURSUANT TO SECTION 472 027, FLORDA STATUTES.



Application of the Control of the Co

E. GLENN TURNER, PSM #5843

DATE

EXHIBIT "C-2" EASEMENT AREA

