#### Interoffice Memorandum



#### REAL ESTATE MANAGEMENT ITEM 10

DATE:

August 30, 2017

TO:

Mayor Teresa Jacobs

and the

**Board of County Commissioners** 

THROUGH:

Paul Sladek, Manager

Real Estate Management Division

FROM:

Jeffrey L. Sponenburg, Title Program Manager,

Real Estate Management Division

**CONTACT** 

**PERSON:** 

Paul Sladek, Manager

**DIVISION:** 

Real Estate Management

Phone: (407) 836-7090

ACTION -

**REQUESTED:** 

APPROVAL AND EXECUTION OF UTILITY EASEMENT
AGREEMENT BETWEEN SEA WORLD OF FLORIDA LLC,

SUCCESSOR BY CONVERSION OF SEA WORLD OF FLORIDA,

INC. AND ORANGE COUNTY, APPROVAL OF UTILITY

EASEMENT FROM BELUGA HOSPITALITY, LLC AND NAUTICAL HOSPITALITY, LLC TO ORANGE COUNTY, SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM BANK OF AMERICA, N.A., AND SUBORDINATIONS OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY FROM PACIFIC WESTERN BANK AND AUTHORIZATION TO

RECORD INSTRUMENTS

**PROJECT:** 

Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

District 1

**PURPOSE:** 

To provide for access, construction, operation, and maintenance of utility

facilities as a requirement of development.

**ITEMS:** 

**Utility Easement Agreement** 

Cost: Donation

Size: 1,003 square feet

Real Estate Management Division Agenda Item 10 August 30, 2017 Page 2

Utility Easement Cost: Donation

Size: 13,373 square feet

Subordinations of Encumbrances to Property Rights to Orange County (3)

**APPROVALS:** 

Real Estate Management Division

County Attorney's Office Utilities Department

Risk Management Division

**REMARKS:** 

Grantors to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

SEP 1 9 2017

Prepared by: Jeffrey R. Schwartz Associate General Counsel SeaWorld Parks & Entertainment, Inc. 9205 South Park Center Loop, Suite 400 Orlando, FL 32819-8651

THIS IS A DONATION

Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

#### **Utility Easement Agreement**

THIS UTILITY EASEMENT AGREEMENT (this "Easement" or this "Agreement") is made and executed as of the date signed below, by and between **SEA WORLD OF FLORIDA LLC**, a Florida limited liability company successor by conversion of Sea World of Florida, Inc., whose address is c/o Sea World Parks & Entertainment, Inc., 9205 South Park Center Loop, Suite 400, Orlando, Florida 32819 Attention: Jeffrey R. Schwartz (hereinafter referred to as "Grantor"), 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 (hereinafter referred to as "Grantee").

WITNESSETH, that the Grantor, in consideration of the covenants herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby give and grant to Grantee, and its successors and assigns, a non-exclusive easement in accordance with the terms more particularly defined herein, and subject to the reservation of rights in favor of Grantor and the rights of existing third parties as described herein (the "Easement"), over, under, and upon the following described lands of the Grantor situated in Orange County aforesaid, to-wit:

#### SEE ATTACHED EXHIBIT "A"

#### **Property Appraiser's Parcel Identification Number:**

#### a portion of <u>07-24-29-7959-00-015</u>

GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

TO HAVE AND TO HOLD said Easement unto said Grantee and its successors and assigns forever. The Easement is being acquired as a permanent, non-exclusive easement for a water utility meter, with Grantee's right to enter upon, construct, operate, and maintain, as the Grantee and its assigns may deem necessary, underground water lines, wastewater lines, reclaimed water lines, and any other appurtenant facilities over, under, and upon the Easement Area, subject to all matters of record acceptable to Grantee, if any.

The Grantor covenants with the Grantee that the Grantor is lawfully seized of said Easement Area in fee simple. Grantor covenants that Grantor has good right and lawful authority to grant this Easement.

Nothing herein shall create or be construed to create any rights for the benefit of the general public to enter upon, occupy or use the Easement Area conveyed herein to the Grantee, notwithstanding that the Grantee is a political subdivision of the State of Florida and is obtaining the rights granted herein for a public purpose. Nothing herein shall be construed as a dedication of the Easement Area. Grantor shall retain the right to use the Easement Area and shall have the right to grant easements or other rights

in the Easement Area to other parties, so long as such use and/or grant shall not materially interfere with the rights granted to Grantee herein. Grantor shall have the right to reconfigure, modify, and relocate at Grantor's sole expense any improvements in the Easement Area from time to time, so long as such reconfiguration, modification, or relocation will not materially diminish the easement rights in favor of Grantee as set forth herein, and so long as Grantor grants a replacement or modified easement with all of the same rights set forth herein for the Grantee to continue to have such rights to the extent such replacement or modified easement is reasonably needed for Grantee to maintain the rights conferred upon Grantee by this Agreement.

The Grantee shall cause any construction in the Easement Area to be performed in a good and workmanlike manner and in compliance with all provisions of Florida law applicable thereto. The Grantee shall restore or compensate the Grantor for any damage done to the Grantor's property or any improvements thereon which results from or arises out of the Grantee's use of the Easement Area. Grantee, in the exercise of the rights granted to it hereunder, will not damage any improvements in or on the Easement Area or materially hinder or interfere with the business and activities of Grantor or its tenants, subtenants, and licensees or damage or interfere with any other utilities or facilities installed by Grantor or by any other person or entity to whom Grantor has previously conveyed rights in or with respect to Grantor's property, provided that nothing herein shall prevent Grantee from exercising its rights hereunder as set forth herein. Grantee herein shall make adequate provision for the safety and convenience of all persons using the Easement Area, providing that nothing herein shall prevent Grantee from using at any time and from time to time its respective Easement Area as set forth herein.

To the extent provided in Section 768.28, Florida Statutes, the Grantee hereby agrees to defend, indemnify and hold harmless the Grantor from any and all liens, claims, actions, liability, costs, damages, fees and expenses (including reasonable attorneys' fees and expenses, whether at trial or on appeal) arising out of or in any way related to the negligent acts of or omissions of the Grantee, its officials and employees acting within the scope of their employment including those activities specified under this Easement. This indemnity by the Grantee shall include without limitation all construction, materialman's or laborers' liens arising out or in any way related to the provision of any labor, materials or services by any materialmen, laborer, or subcontractor in connection with the construction activities to be performed or procured by the Grantee pursuant to this Easement. This indemnity shall survive completion of the construction activity in the Easement Area. Notwithstanding the foregoing, nothing in this Easement shall constitute a waiver of the sovereign immunity protection beyond the limited waiver set forth in Section 768.28, Florida Statutes or to assume any liability for the negligence of the Grantor or any other third party.

The Grantee shall, at all times during the term of this Easement, at its sole cost and expense, cause its contractor's or any other agents of the Grantee exercising rights pursuant to this Easement to maintain in full force and effect, and shall furnish to the Grantor, evidence of: (i) commercial general liability insurance for all operations with respect to the Easement Area, including, but not limited to operations and personal injury, naming the Grantor as an additional insured, with limits of not less than One Million and No/100 Dollars (\$1,000,000) per occurrence and Two Million and No/100 Dollars (\$2,000,000) in the aggregate. The Grantee shall be permitted to self-insure for any operations or activities conducted in the Easement Area to the limits as specified in Section 768.28, Florida Statutes.

In the event either party defaults in any of its obligations hereunder, the defaulting party shall have ten (10) days after receipt of written notice of such default to cure any monetary default of the defaulting party hereunder and shall have thirty (30) days after receipt of written notice of such default to cure any non-monetary default of the defaulting party hereunder. After the expiration of any such period, the non-defaulting party shall have all rights and remedies at law or in equity and shall have the right, but not the obligation to cure such default on behalf of the defaulting party and in such event, the defaulting party shall reimburse the non-defaulting party for the cost of such cure with interest at a rate (the "Default

Rate") equal to the prime rate as published in the *Wall Street Journal* "Money Rate" section on the business day closest in time to the date such funds were first incurred (or if such rate ceases to be published, then another comparable rate) within thirty (30) days of receipt of written notice of the cost to the defaulting party of such cure, together with documentation of such expenditures by the non-defaulting party.

If any provision of this Easement, the deletion of which would not adversely affect the receipt of any material benefits by any party hereunder or substantially increase the burden of any party hereunder, shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Easement. If a party fails to insist on the strict observance by the other party of any of the provisions of this Agreement, such party shall not be precluded from subsequently enforcing this Agreement or be held to have waived any such provision. Nothing in this Agreement shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, landlord and tenant, or any other association between the parties other than the relationship described herein. This Agreement may be executed in one or more identical counterparts, and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed, and delivered in the presence of:

Sea World of Florida, LLC, a Florida limited liability company, successor by conversion of Sea World of Florida, Inc.

BY:

Printed Name

Printed Name

Title

(Signature of TWO witnesses required by Florida law)

Printed Name

Project: Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

STATE OF Florida	
COUNTY OF Drange	•
Florida, LLC, a Florida limited liability com	cknowledged before me this $\underline{q}$ day of as $\underline{President}$ of Sea World of pany, successor by conversion of Sea World of company (He/she is personally known to me or has
produced as	s identification.
(Notary Seal)	Notary Signature
MADELLEINE MARCANO MY COMMISSION #FF078888 EXPIRES March 30, 2018 FloridaNotaryService.com	Made lleine Marcano Printed Notary Name  Notary Public in and for the County and State aforesaid
	My Commission Expires: March - 30-2018

Project: Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

IN WITNESS WHEREOF, the GRANTEE has caused these presents to be executed on the day and year written below.

ORANGE COUNTY, FLORIDA By: Board of County Commissioners

Orange County Mayor

Date:



ATTEST: Phil Diamond, CPA, County Comptroller As Clerk of the Board of County Commissioners

By: Auro Vaupul

for Deputy Clerk

Jessica Vaupul

5

OCU FILE # B15900864

PROJECT NAME: SHADOW WOOD PURPOSE: UTILITY EASEMENT

ESTATE: PERMANENT

Legal Description

A portion of Lot 1, SHADOW WOOD, according to the plat thereof, as recorded in Plat Book 27, Pages 71 and 72, Public Records of Orange County, Florida, lying in Section 7, Township 24 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 1; said corner being a point on a non-tangent curve, concave northwesterly, having a radius of 7584.33 feet and a central angle of 00°03'12"; said point also lying on the northerly right-of-way line of Central Florida Parkway; thence run southwesterly, along said northerly right-of-way line, the following four (4) courses and distances: on a tangent bearing of S 85'56'14" W, run 7.07 feet along the arc of said curve to the point of reverse curvature of a curve, concave southeasterly, having a radius of 3060.00 feet and a central angle of 12'59'26"; thence run southwesterly, along the arc of said curve, a distance of 693.79 feet to the point of tangency thereof, thence run S 73°00'00" W, a distance of 52.90 feet to a point of curvature of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of 106'57'14"; thence run northwesterly, along the arc of said curve, a distance of 93.34 feet to the point of tangency thereof; said point lying on the easterly right-of-way line of International Drive; thence run northerly, along said easterly right-of-way line, the following three (3) courses and distances: run N 00°02'46" W, a distance of 656.30 feet to a point of curvature of a curve, concave westerly, having a radius of 2376.83 feet; thence run 620.71 feet, along the arc of said curve through a central angle of 14'57'46" for the POINT OF BEGINNING; thence continue, along said easterly right-of-way line and along the arc of said curve, a distance of 25.00 feet, through a central angle of 00°36'10" to a point; thence, departing the easterly right-of-way line of International Drive, run N 75°24'09" E, a distance of 40.31 feet; thence run S 14°35'51" E, a distance of 25.00; thence run S 75'24'09" W, a distance of 40.00 feet to the POINT OF BEGINNING.

Containing 1,003 square feet, more or less.

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Lines shown hereon are radial unless noted NR (non-radial).

Graphic scale exaggerated for clarity.

NR = Non-Radiol

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

Sketch of Description

### Utility Easement

situated in

Section 7, Township 24 South, Range 29 East
Orange County, Florida

PREPARED FOR:

Mandala Holdings, LLC

O701.49

O701.49

O701.49

O701.49

O701.49

SHEET

O701.49

GANUNG - BELTON ASSOCIATES, INC.

Professional surveyors and mappers

PROBLEM OF DESCRIPTION NOT VALID WITH CONCENT.

O701.49

SHEET

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OATE 1/19/16

REV. 3/23/16

SCALE

As Noted

REV. 3/18/16

REV. 3/18/16

REV. 3/18/16

REV. 3/18/16

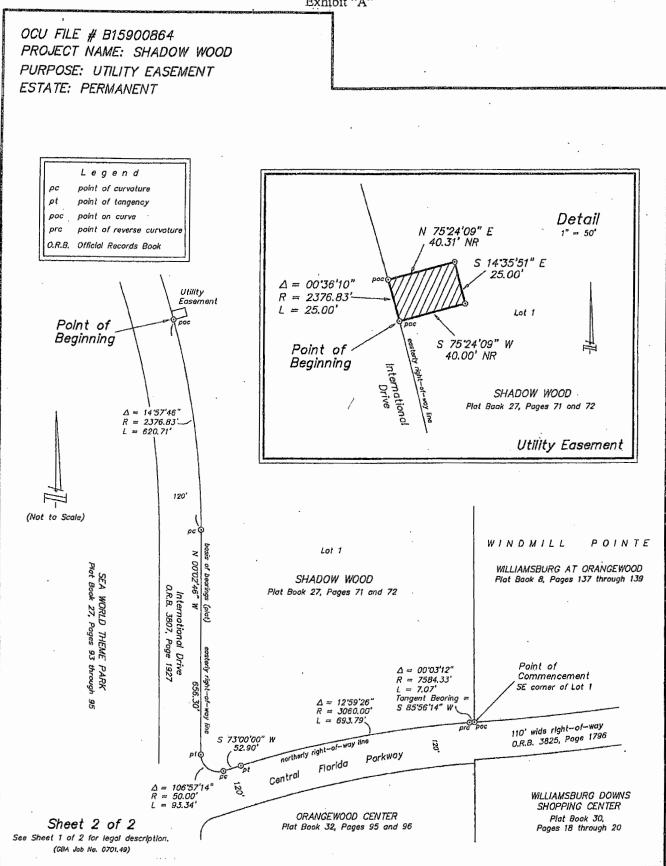
REV. 3/18/16

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REV. 3/23/16

REV. 3/23/16

REV. 3/23/16



APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
SEP 1 9 2017

#### THIS IS A DONATION

Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

#### UTILITY EASEMENT

THIS INDENTURE, Made this 15th day of May	, A.D. 20_17 , between
Beluga Hospitality, LLC, a Florida limited liability company, as to p	
its principal place of business in the city of Orlando	, county of Orange,
whose address is 9547 Blandford Road, Orlando, Florida 32827	
	•
and Nautical Hospitality, LLC, a Florida limited liability company,	as to parcel 07-24-29-7959-00-011,
having its principal place of business in the city of Orlando	, county of
Orange , whose address is 9547 Blandford Road,	Orlando, Florida 32827
GRANTORS, and Orange County, a charter county and political sub-	division of the state of Florida, whose
address is P.O. Box 1393, Orlando, Florida 32802-1393, GRANTEE	

WITNESSETH, That the GRANTORS, in consideration of the sum of \$1.00 and other valuable considerations, paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns, a right-of-way and easement for utility purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its assigns may deem necessary, water lines, wastewater lines, reclaimed water lines, and any other utility facilities over, under and upon the following described lands situate in Orange County aforesaid, to-wit:

#### **SEE ATTACHED EXHIBIT "A"**

Property Appraiser's Parcel Identification Numbers:
portions of
07-24-29-7959-00-019
and 07-24-29-7959-00-011

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

THE GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the utilities and any facilities placed thereon by the GRANTEE and its assigns, out of and away from the herein granted right-of-way, and the GRANTORS, their successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the utility facilities installed thereon.

Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

GRANTEE may at any time increase its use of the easement, change the location of pipelines or other facilities within the boundaries of the easement right-of-way, or modify the size of existing pipelines or other improvements as it may determine in its sole discretion from time to time without paying any additional compensation to GRANTORS or GRANTORS' heirs, successors, or assigns, provided GRANTEE does not expand its use of the easement beyond the easement boundaries described above.

GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to Orange County landscaping standards for Orange County right-of-way and shall not include an obligation to restore to exotic or enhanced landscaping standards.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.				
Signed, sealed and delivered in the presence of:	Beluga Hospitality, LLC, a Florida limited liability company			
	a Fronda minioti naomity company			
Witness Polanor	BY:			
Print Name	Lee Babcock			
Paril Vyas	Printed Name			
Witness	Board Member			
Harri Vyas Witness PARUL, VYAS.	Title			
Print Name				
(Signature of TWO witnesses required by Florida	a law)			
STATE OF <u>Maryland</u> COUNTY OF <u>Prince George's</u>				
20 17, by Lee Babcock	knowledged before me this 17th day of May, as Board Member of			
Beluga Hospitality, LLC, a Florida limited liabili	ty company, on behalf of the limited liability company.			
He/she ☐ is personally known to me or ☐ has pr	oduced Driver's License as identification.			
(Notary Seal)	Notary Signature			
	Notary Signature			
Jae H Lee	The Lee			
Notary Public Prince George's County	Printed Notary Name			
Maryland My Commission Expires June 08, 2020	Notary Public in and for			
	the County and State aforesaid			
	My commission expires: June 08, 2020			

Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

Real Estate Management Division

of Orange County, Florida

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:	Nautical Hospitality, LLC, a Florida limited liability company
Witness)  Print Name	BY:
0	Lee Babcock
land thes	Printed Name
Witness	Board Member
PARUL. VYAS.	Title
Print Name	
(Signature of TWO witnesses required by Flor	rida law)
STATE OF Maryland COUNTY OF Prince George 'S	
20 17 by Lee Babcock Nautical Hospitality, LLC, a Florida limited lia	as Board Member of ability company, on behalf of the limited liability company.  as produced Drivers Livense as identification.
(Notary Seal)	Notary Signature
Jae H Lee Notary Public Prince George's County Maryland	Printed Notary Name
My Commission Expires June 08, 2020	Notary Public in and for the County and State aforesaid
This instrument prepared by: Jeffrey L. Sponenburg, a staff employee in the course of duty with the	My commission expires: June 08, 2020

S:\Forms & Master Docs\Project Document Files\1\_Misc. Documents\S\Shadow Wood PD OCU Permit B15900864 OCU File # 80408 UE.doc 05-12-17srb Revised 05-15-17jls

### **EXHIBIT A**

OCU FILE #: B15900864

PROJECT NAME: SHADOW WOOD PURPOSE: UTILITY EASEMENT

ESTATE: PERMANENT

Legal Description

A portion of Lot 1, SHADOW WOOD, according to the plat thereof, as recorded in Plat Book 27, Pages 71 and 72, Public Records of Orange County, Florida, lying in Section 7, Township 24 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 1; thence run N 0019'54" W, along the east line of said Lot 1, a distance of 690.77 feet to a point on the north line of those lands as described and recorded in Official Records Book 9898, Page 1837, Public Records of Orange County, Florida; thence run S 89'40'06" W, along said north line, a distance of 42.50 feet for the POINT OF BEGINNING; thence continue S 89'40'06" W, a distance of 25.00 feet to a point on the west line of a 135 foot wide Orlando Utilities Commission Easement, as recorded in Official Records Book 1934, Page 12, Public Records of Orange County, Florida; thence run N 00'19'54" W, along the west line of said easement, a distance of 534.92 feet to a point on the south line of those lands as described and recorded in Official Records Book 9783, Page 9229, Public Records of Orange County, Florida; thence, departing the west line of said easement, run N 89'40'06" E, a distance of 25.00 feet; thence run S 00'19'54" E, a distance of 534.92 feet to the POINT OF BEGINNING.

Containing 13,373 square feet, more or less.

Sketch of Description

Utility Easement

being a portion of

Lot 1, SHADOW WOOD

Plat Book 27, Pages 71 and 72

situated in

Section 7, Township 24 South, Range 29 East
Orange County, Florida

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 for sketch.

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG—BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

PREPARED FOR:

Surekha Holdings, LLC

O701.50

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AND MAPPER ADDITIONS OF GELETIONS SKETCH OF
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AS Noted

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OFFICIAL INC.

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AND MAPPER ADDITIONS OF GELETIONS SKETCH OF
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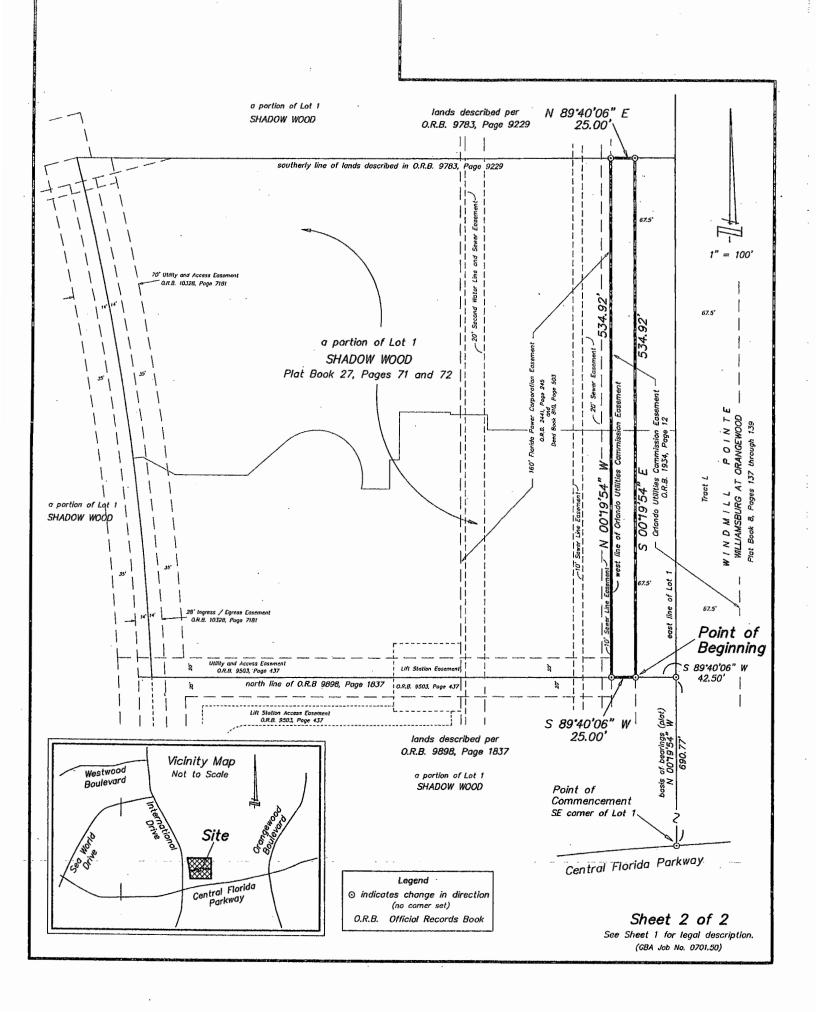
11/08/16

SCALE

AS Noted

AS Noted

SURVEYOR



Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

Prepared by and Return to: SeaWorld Parks & Entertainment, Inc. 9205 Southpark Center Loop, Ste. 400 Orlando:FL 32619 APPROVED

BY DRANGE COUNTY BOARD

OF COUNTY COMMISSIONERS

SEL 1 9 2017

# SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to locate, construct, maintain, and/or improve a utility easement, in Orange County, Florida; and,

WHEREAS, A portion of the lands involved and necessary to said project is subject to a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, Third Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, and Fourth Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing held by the undersigned;

WHEREAS, On behalf of Orange County, a request has been made for the undersigned to subordinate said encumbrances to the property rights of Orange County in and to the portion of the premises hereinafter described,

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations, paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrances as it has been or as may be modified and amended from time to time to the property rights of Orange County to locate, construct, maintain, and/or improve said project over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

#### SEE ATTACHED EXHIBIT "A"

#### Encumbrances:

Bank of America, N.A.

FROM: Sea World of Florida, LLC a Florida limited liability company, successor by conversion of Sea World of Florida, Inc.

Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed February 26, 2010

Recorded in Official Records Book 10006, Page 8246

Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

First Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed June 17, 2011

Recorded in Official Record Book 10229, Page 132

Second Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed May 29, 2012

Recorded in Official Records Book 10383, Page 3112

Third Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed July 17, 2013

Recorded in Official Record Book 10602, Page 8252

Fourth Amendment to Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed June 11, 2015

Recorded in Official Records Book 10932, Page 5130

All in the Public Records of Orange County, Florida

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrances insofar as same affects the rights and privileges of Orange County, in its use of the land specifically above described for utility easement purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of said encumbrances or the remedies at law or in equity for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by Orange County and cease to be used for utility easement purposes that in such event the subordination of said encumbrances shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

IN WITNESS WHEREOF, the said hold instrument this $16^{74}$ day of $MAY$	der of said encumbrances has duly executed this, A.D, 20 \ \frac{1}{2}.
Signed, sealed, and delivered in the presence of:	Bank of America, N.A. as collateral agent
- Jan	BY: Klu Chart
Witness	
JOAN MOK	Kevin Ahart
Printed Name	Printed Name
i o	Vice President
Lail X Kobii	Title
Witness	
GAIL L ROBIN	
Printed Name	

### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of San Francisc	:o)		
On May 16, 2017	DOIO10 1110,	Chen, Notary Public me and title of the officer)	
personally appeared	Kevin Ahart		
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing			
paragraph is true and correct.	sitt ander the laws of the	State of Samorria that the follogoning	
WITNESS my hand and official sea	<b>I.</b>	SUNNY CHEN COMM.# 2142993 SINOTARY PUBLIC - CALIFORNIA SINOTARY PUBLIC - C	
Signature SUM	(Seal)		

OCU FILE # B15900864

PROJECT NAME: SHADOW WOOD PURPOSE: UTILITY EASEMENT

ESTATE: PERMANENT

Legal Description

A portion of Lot 1, SHADOW WOOD, according to the plat thereof, as recorded in Plat Book 27, Pages 71 and 72, Public Records of Orange County, Florida, lying in Section 7, Township 24 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeost corner of said Lot 1; said corner being a point on a non-tangent curve, concave northwesterly, having a radius of 7584.33 feet and a central angle of 00°03'12"; said point also lying on the northerly right-of-way line of Central Florida Parkway; thence run southwesterly, along said nartherly right-of-way line, the following four (4) courses and distances: on a tangent bearing of S 85'56'14" W, run 7.07 feet along the arc of said curve to the point of reverse curvoture of a curve, cancave southeosterly, having a radius of 3060.00 feet and a central angle of 12'59'26"; thence run southwesterly, along the arc of sald curve, a distance of 693.79 feet to the point of tangency thereof, thence run S 73°00'00" W, a distance of 52.90 feet to a point of curvature of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of 106'57'14"; thence run northwesterly, along the arc of said curve, a distance of 93.34 feet to the point of tangency thereof; said point lying on the easterly right—of—way line of International Drive; thence run northerly, along said easterly right—of—way line, the following three (3) courses and distances: run N 00°02'46" W, a distance of 656.30 feet to a point of curvature of a curve, concave westerly, having a radius of 2376.83 feet; thence run 620.71 feet, along the arc of said curve through a central angle of 14'57'46" for the POINT OF BEGINNING; thence continue, along said easterly right-of-way line and along the arc of said curve, a distance of 25.00 feet, through a central angle of 00°36'10" to a point; thence, departing the easterly right-of-way line of International Drive, run N 75°24'09" E, a distance of 40.31 feet; thence run S 14°35'51" E, a distance of 25,00; thence run S 75°24'09" W, a distance of 40.00 feet to the POINT OF BEGINNING.

Containing 1,003 square feet, more or less.

Not o Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 of 2 for sketch.

Lines shown hereon are radial unless nated NR (non-radial).

Graphic scale exaggerated for clarity.

NR = Non-Radiai

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION. Sketch of Description

Utility Easement

situated in

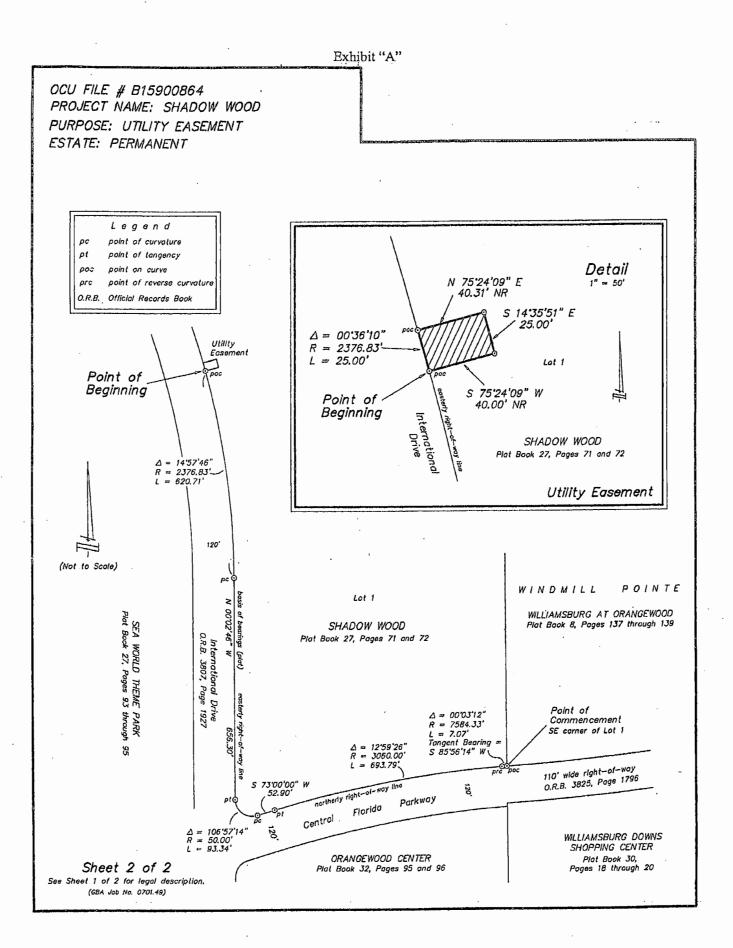
Section 7, Township 24 South, Range 29 East
Orange County, Florida

PREPARED FOR:

Mandala Holdings, LLC

O701.49

SKETCH OF DESCRIPTION 'NOT VALUE WITHOUT THE ORIGINAL RANGE SEAL AND SIGNATURE OF A TURNOUT CHESS SINCE OF AND SIGNATURE OF AND SIGNATURE OF A TURNOUT CHESS SINCE OF AND SIGNATURE OF AND SIGNATURE OF A TURNOUT CHESS SINCE OF AND SIGNATURE OF A TURNOUT CHESS SINCE OF AND SIGNATURE OF AND SIGNATURE



Project: Shadow Wood PD OCU Permit:

B15900864 OCU File #: 80408

#### SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to locate, construct, maintain, and/or improve a utility easement in Orange County, Florida; and,

WHEREAS, A portion of the lands involved and necessary to said project is subject to a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing; and Financing Statement held by the undersigned; and,

WHEREAS, On behalf of Orange County, a request has been made for the undersigned to subordinate said encumbrances to the property rights of Orange County in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrances as they have been or as may be modified and amended from time to time to the property rights of Orange County to locate, construct, maintain, and/or improve said project over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

#### SEE ATTACHED EXHIBIT "A"

#### Encumbrances:

Pacific Western Bank

FROM: Beluga Hospitality, LLC

Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing

filed October 30, 2015

Recorded in Official Records Book 11006, Page 1803

Financing Statement filed October 30, 2015

Recorded in Official Records Book 11006, Page 1825

All in the Public Records of Orange County, Florida

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrances insofar as same affects the rights and privileges of Orange County, in its use of the land specifically above described for utility easement purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of said encumbrances or the remedies at law or in equity

Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by Orange County and cease to be used for utility easement purposes that in such event the subordination of said encumbrances shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

IN WITNESS WHEREOF, the said holder day of MAY, A	of said encumbrances has duly executed this instrument this. D. 20 17.
Signed, sealed, and delivered in the presence of:	Pacific Western Bank, a California state-chartered bank
Witness	BY: This Byns
Total DANN Bolg Printed Name	EUIAS BOUZAKUS Printed Name
The Sale	Anthorogel Signatury Title
Printed Name	,
(Signature of TWO witnesses required by Florida la	w)
STATE OF CONNECTICUT COUNTY OF Hartford	
county aforesaid to take acknowledgments, personall	estern Bank, a California state-chartered bank, on behalf of
Witness my hand and official seal this	day of <u>May</u> , 2017.
(Notary Seal)	Notary Signature
NOTAR PUBLIC REG # 159 MY COMMIS	Printed Notary Name
Jeffrey L. Sponenburg, staff employed SYPIRE	S Notary Public in and for
in the course of duty with the Real Estate Management Division	the county and state aforesaid
of Orange County, Florida	My commission expires:

### **EXHIBIT A**

OCU FILE #: B15900864

PROJECT NAME: SHADOW WOOD PURPOSE: UTILITY EASEMENT

ESTATE: PERMANENT

Legal Description

A portion of Lot 1, SHADOW WOOD, according to the plat thereof, as recorded in Plat Book 27, Pages 71 and 72, Public Records of Orange County, Florida, lying in Section 7, Township 24 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of said Lot 1; thence run N 00°19′54″ W, along the east line of said Lot 1, a distance of 690.77 feet to a point on the north line of those lands as described and recorded in Official Records Book 9898, Page 1837, Public Records of Orange County, Florida; thence run S 89°40′06″ W, along said north line, a distance of 42.50 feet for the POINT OF BEGINNING; thence continue S 89°40′06″ W, a distance of 25.00 feet to a point on the west line of a 135 foot wide Orlando Utilities Commission Easement, as recorded in Official Records Book 1934, Page 12, Public Records of Orange County, Florida; thence run N 00°19′54″ W, along the west line of said easement, a distance of 534.92 feet to a point on the south line of those lands as described and recorded in Official Records Book 9783, Page 9229, Public Records of Orange County, Florida; thence, departing the west line of said easement, run N 89°40′06″ E, a distance of 25.00 feet; thence run S 00°19′54″ E, a distance of 534.92 feet to the POINT OF BEGINNING.

Containing 13,373 square feet, more or less.

Sketch of Description

# Utility Easement

being a portion of

Lot 1, SHADOW WOOD

Plat Book 27, Pages 71 and 72

situated in

Section 7, Township 24 South, Range 29 East
Orange County, Florida

Not a Boundary Survey.

The legal description was prepared by the Surveyor.

See Sheet 2 for sketch.

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG—BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

PREPARED FOR:

Surekha Holdings, LLC

O701.50

RESIGN DESCRIPTION NOD YALD WHITOUT THE ORIGINA
AND MARPER ADDITIONS OF DESCRIPTION WHOSE SERVED OF
AND MARPER ADDITIONS OF DESCRIPTION HAS SURVEY.

SHEET

1 of 4

PROHIBITED WHITOUT WRITTEN CONSENT OF THE SIGNING PARTY
PROHIBITED WHITOUT WRITTEN CONSENT OF THE SIGNING PARTY
OBA (B No. 7494

DATE

11/08/16

SCALE

AS Noted

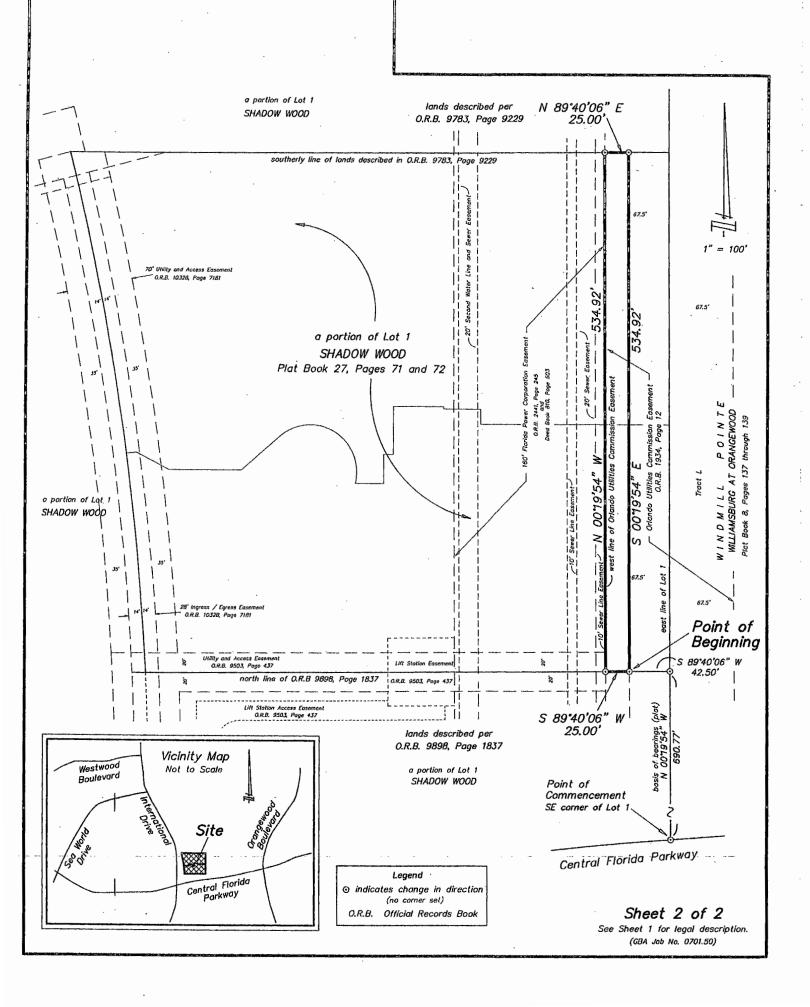
AS Noted

O701.50

RESIGN TO DESCRIPTION NOD YALD WHITOUT THE ORIGINA
RESIGN TO DESCRIPTION WHO SERVED SURVEY.

BY SURVEY DESCRIPTION NOD YALD WHITOUT THE ORIGINA
RESIGN TO DESCRIPTION NOD YALD WHITOUT WRITTEN CONSENT OF THE SIGNING PARTY
OBA (B No. 7494

CBA (B



Project: Shadow Wood PD OCU Permit:

B15900864 OCU File #: 80408

#### SUBORDINATION OF ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, it is proposed by Orange County, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393, to locate, construct, maintain, and/or improve a utility easement in Orange County, Florida; and,

WHEREAS, A portion of the lands involved and necessary to said project is subject to a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing; and Financing Statement held by the undersigned; and,

WHEREAS, On behalf of Orange County, a request has been made for the undersigned to subordinate said encumbrances to the property rights of Orange County in and to the portion of the premises hereinafter described.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and One Dollar and other good and valuable considerations paid, receipt of which is hereby acknowledged, the undersigned subordinates said encumbrances as they have been or as may be modified and amended from time to time to the property rights of Orange County to locate, construct, maintain, and/or improve said project over, through, upon, and/or across the following described lands, being a portion of the encumbered premises in Orange County, Florida, to-wit:

#### **SEE ATTACHED EXHIBIT "A"**

#### Encumbrances:

Pacific Western Bank

FROM: Nautical Hospitality, LLC

Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing

filed October 30, 2015

Recorded in Official Records Book 11006, Page 1845

Financing Statement filed October 30, 2015

Recorded in Official Records Book 11006, Page 1867

All in the Public Records of Orange County, Florida

PROVIDED ALWAYS, NEVERTHELESS, and it is expressly understood and agreed that this instrument subordinates said encumbrances insofar as same affects the rights and privileges of Orange County, in its use of the land specifically above described for utility easement purposes only, and that nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of said encumbrances or the remedies at law or in equity

Project: Shadow Wood PD OCU Permit: B15900864 OCU File #: 80408

for recovering thereon, or against the parties charged thereby, the full amount of all sums secured by and/or due under the same. It is further understood and agreed that in the event said above described premises are abandoned by Orange County and cease to be used for utility easement purposes that in such event the subordination of said encumbrances shall become of the same status with reference to such abandoned portion as if the subordination had never been made.

IN WITNESS WHEREOF, the said holder of		rument this
Signed, sealed, and delivered in the presence of:	Pacific Western Bank, a California state-chartered bank	
	BY: Ser By	
Witness Printed Name  Witness  Witness	Printed Name SUP Anthorized Signalary Title	
Printed Name		
(Signature of TWO witnesses required by Florida law)		
COUNTY OF Hartford		
I HEREBY CERTIFY that on this day, county aforesaid to take acknowledgments, personally at the Senior Vice President, of Pacific Woof the bank. He/She is personally known to me or	estern Bank, a California state-chartered bank,	on behalf
Witness my hand and official seal this	ay of May , 20 17.	
(Notary Seal)	Notary Signature	_
NOTARY PUBLIC PUBLIC REG # 159466 MY COMMISSION	NICOLE ALDANO Printed Notary Name	_
This instrument prepared by:  MY COMMISSION  EXPIRES  Jeffrey L. Sponenburg, a staff employee 10/31/2021	Notary Public in and for	
in the course of duty with the Real Estate Management Division	the county and state aforesaid	
of Orange County, Florida	My commission expires:	

### **EXHIBIT A**

OCU FILE #: B15900864

PROJECT NAME: SHADOW WOOD PURPOSE: UTILITY EASEMENT

ESTATE: PERMANENT

Legal Description

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Containing 13,373 square feet, more or less.

Sketch of Description

## Utility Easement

being a portion of

Lot 1. SHADOW WOOD

Plat Book 27, Pages 71 and 72

situated in

Section 7, Township 24 South, Range 29 East Orange County, Florida

Not a Boundary Survey. The legal description wa

The legal description was prepared by the Surveyor.

See Sheet 2 for sketch.

SKETCH OF DESCRIPTION ONLY - NOT A SURVEY

NO CORNERS WERE SET AND GANUNG-BELTON ASSOCIATES, INC. ASSUMES NO RESPONSIBILITY BEYOND ACCEPTED MATHEMATICAL CLOSURES. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE SUBJECT TO FIELD VERIFICATION.

PREPARED FOR:	Surekha Holdings, LLC	JOB NO	0701.50	SKETCH OF DESCRIPTION NOTBYALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MARPER. ADDITIONS OR DELETIONS TO THIS SKETCH OF
	GANUNG - BELTON ASSOCIATES, INC.	SHEET	1 of 4	DESCRIPTION BY SOLECIME DIFFER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONFERT OF THE SIGNING PARTY GBA LE NO. 7191
	professional surveyors and mappers	SCALE	11/08/16	230
1275 E. Robinson	Street, Orlando, FL 32801 (407) 894-6656		As Noted	REQ. PLS. NO. 4236

