

Prepared By and Return To:

Andrew J. Orosz, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, Florida 32801  
(407) 843-4600

**TEMPORARY STORMWATER EASEMENT AGREEMENT**

**THIS TEMPORARY STORMWATER EASEMENT AGREEMENT (“Agreement”)** is made and entered into this 26<sup>th</sup> day of February, 2015, by and between **HANOVER EAGLE POINTE, LLC**, a Florida limited liability company, having an address 2420 South Lakemont Ave., Suite 450, Orlando, FL 32814 (“**Grantor**”), and the **CITY OF GROVELAND, FLORIDA**, whose address is 156 S. Lake Avenue, Groveland, FL 34736 (“**Grantee**”) (Grantor and Grantee are sometimes hereinafter referred to together as the “**Parties**”, and individually as a “**Party**”).

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of certain real property located in Lake County, Florida, the same being described on the attached Exhibit “A” (the “**Grantor Property**”); and

**WHEREAS**, in connection with Grantor’s development of the Grantor Property, Grantor shall construct various utilities to manage the collection and distribution of stormwater; and

**WHEREAS**, government regulations have changed since issuance of the storm water discharge permit was issued by SJRWMD which allows Grantor to reduce the size of the a storm water pond, thereby allowing Grantor to develop additional residential lots; and

**WHEREAS**, Grantor has applied to modify the storm water discharge permit; however, approval, if granted, will occur after consideration and any recording of the Plat of Eagle Pointe Phase 2; and

**WHEREAS**, until the permit modification is approved and Grantor reconstructs the storm water pond, storm water will flow into the currently approved storm water pond on Grantor’s Property; and

**WHEREAS**, Grantee desire to temporarily utilize certain ponds and related utilities located on the Grantor Property on terms and conditions more particularly set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, Grantor hereby grants and covenants as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee, its successors and assigns, a temporary, revocable, nonexclusive easement on, upon, over, under, across, and through that portion of the Grantor Property more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (the "**Stormwater Easement Area**"). Such easement shall be used for the sole and limited purpose of allowing Grantee to transmit and convey surface stormwater drainage runoff discharged from the Grantee's existing stormwater system to a point of legal positive outfall, together with the right to utilize any storm sewer lines, inlets, manholes, pipes and all other related facilities which Grantor may construct within the Stormwater Easement Area as may be reasonably necessary or desirable to facilitate the discharge of surface stormwater drainage runoff (collectively, the "**Stormwater Facilities**").

3. **Maintenance.** Grantor shall operate, maintain and repair the Stormwater Easement Area and Stormwater Facilities in good order and repair in accordance with all applicable permits and other governmental requirements; provided, Grantor may assign any or all of its operation, maintenance or other obligations hereunder to a homeowner's association or property owner's association for Grantor's Property (the "**Assignee**") at any time, whereupon Grantor shall be released of all operation, maintenance, or repair obligations hereunder with respect to the Stormwater Easement Area accruing from and after the date of such assignment. In the event any required maintenance hereunder is not performed by Grantor or Assignee, as applicable, in accordance with the foregoing standards, Grantee may deliver a notice to Grantor or Assignee, as applicable, setting forth the maintenance deficiencies, whereupon Grantor or Assignee, as applicable, shall have a period of fifteen (15) days to remedy the deficiencies, or forty-eight (48) 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 forty-eight (48) hour period in case of emergency, Grantee shall have the right to undertake all reasonably necessary maintenance and repair itself and to recover from Grantor or Assignee, as applicable, all reasonable fees, costs and expenses incurred in connection therewith.

4. **Hazardous Substances.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Stormwater Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

5. **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.

6. **Beneficiaries of Easement Rights.** The easement set forth in this Agreement shall be for the benefit and use of Grantor, Grantee and their successors in title and assigns, and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, invitees and providers of emergency services.

7. **Amendments and Waivers.** Except as otherwise provided herein to the contrary, 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 Lake 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.

8. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Grantor at the following address:

**Hanover Eagle Pointe, LLC**  
2420 S. Lakemont Avenue  
Suite 450  
Orlando, Florida 32814  
Attention: Mr. Benjamin Snyder  
Telecopy: (407) 206-9303

with a copy to:

**Lowndes, Drosdick, Doster, Kantor & Reed**  
215 North Eola Drive  
Orlando, Florida 32801  
Attention: Andrew J. Orosz, Esq.  
Facsimile: (407) 843-4444

To Grantee at the following address:

**THE CITY OF GROVELAND, FLORIDA**

156 S. Lake Avenue  
Groveland, FL 34736  
Attn: City Manager  
Facsimile: 352-429-3852

with a copy to:

Anita Geraci-Carver, Esq.  
Law Office of Anita Geraci-Carver, P.A.  
1560 Bloxam Avenue  
Clermont, FL 34711

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

9. **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 Stormwater Easement Area in any manner not inconsistent with the easement rights created herein.

10. **Termination of the Agreement**. By acceptance of this Agreement by Grantee and the exercise by Grantee of the rights and privileges set forth herein, Grantee acknowledges and agrees that this Agreement and the terms hereof are temporary. This Agreement and the right of Grantee to use or utilize the Stormwater Easement Area and/or Stormwater Easement Area shall automatically terminate, without any further required action of the Parties, upon the amendment of the existing Water Management Permit pertaining to the Grantor Property and issued by the St. John's River Water Management District permitting the reduction in size of the Stormwater Easement Area and Stormwater Facilities to allow Grantor to create additional residential lots.

11. **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 State of Florida. Venue for any proceeding brought hereunder shall be Lake County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this 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 Grantor and Grantee and their respective successors and assigns. The rights, privileges and easements granted and conveyed hereunder shall be a burden upon the Stormwater Easement Area and exist for the benefit of and shall run with title to the Grantor Property described on Exhibit "A" attached hereto as well the as the Grantor Property described in Exhibit "B" the **Stormwater Easement Area**.

**[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]**

IN WITNESS WHEREOF, Grantor has executed this Temporary Stormwater Easement Agreement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:

HANOVER EAGLE POINTE, LLC, a Florida limited liability company

By: Hanover Land Company, LLC, a Florida limited liability company

By: William S. Orosz, Jr., President

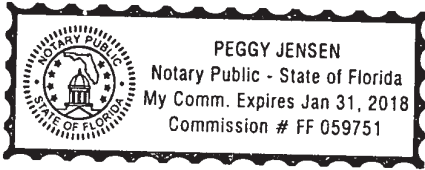
Signature: Richard Perkinson

Signature: Ryan Ken

STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William S. Orosz, Jr., President of Hanover Land Company, LLC, a Florida limited liability company, in its capacity as Manager of HANOVER EAGLE POINTE, LLC, a Florida limited liability company, on behalf of the Company. He is personally known to me, and he acknowledged executing the same on behalf of said Company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of February, 2015.



Signature of Notary Name of Notary (Typed, Printed or Stamped) Commission Number (if not legible on seal) My Commission Expires: (if not legible on seal)

**EXHIBIT "A"****Legal Description of Grantor Property**

Parcel 1, Eagle Point, Phase I, according to the Plat thereof, as recorded in Plat Book 59, Pages 36 through 42, inclusive, Public Records of Lake County, Florida.

AND

Parcel 3, Eagle Point, Phase I, according to the Plat thereof, as recorded in Plat Book 59, Pages 36 through 42, inclusive, Public Records of Lake County, Florida.

**EXHIBIT "B"**  
Stormwater Easement Area

**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION**

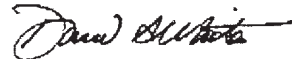
A PARCEL OF LAND BEING A PORTION OF PARCEL-3, EAGLE POINTE, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 36 THROUGH 42, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL-1, ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL-3, FOR THE POINT OF BEGINNING; THENCE RUN ALONG THE EASTERLY LINES OF SAID PARCEL-3, THE FOLLOWING COURSES: SOUTH 04°16'02" EAST, 119.52 FEET; THENCE RUN SOUTH 10°27'47" WEST, 68.21 FEET; THENCE DEPARTING SAID EASTERLY LINE, RUN NORTH 82°34'11" WEST, 264.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE WESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1075.00 FEET, A CENTRAL ANGLE OF 07°59'40", AN ARC LENGTH OF 150.00 FEET, A CHORD LENGTH OF 149.87 FEET AND A CHORD BEARING OF NORTH 03°25'39" EAST TO A POINT LYING ON THE NORTH LINE OF SAID PARCEL-3; THENCE RUN NORTH 89°26'08" EAST, ALONG SAID NORTH LINE, 256.31 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA AND CONTAINS 1.019 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EASTERLY LINE OF PARCEL-3, EAGLE POINTE, PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 59, PAGES 36 THROUGH 42, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING SOUTH 04°16'02" EAST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.



DAVID A. WHITE, P.S.M.  
FLORIDA REGISTRATION NO. 4044  
PEC - SURVEYING AND MAPPING, LLC.  
CERTIFICATE OF AUTHORIZATION L.B. #7808  
DATE OF SIGNATURE: 01-21-2015

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 1 OF 2

**PEC**

**SURVEYING AND MAPPING, LLC**

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 - Oviedo, Florida 32765 • 407-542-4867

WWW.PECONLINE.COM

**SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST**

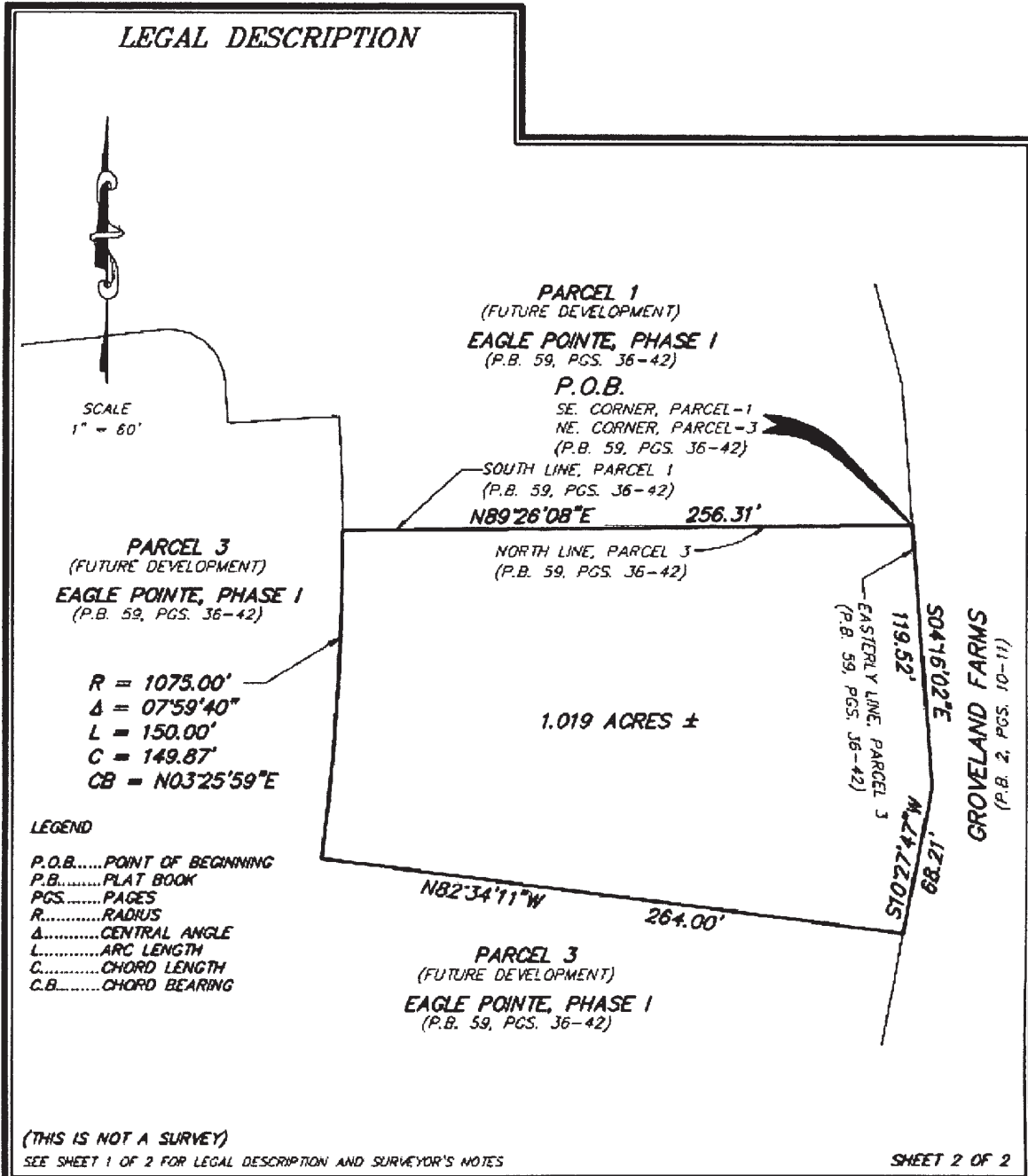
DATE: JANUARY 21, 2015

PREP BY: J.L.M.

DRAWN BY: J.L.M.

JOB #: 14-106





**PEC | SURVEYING AND MAPPING, LLC**  
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808  
2100 Atoya Trail, Suite 203 • Ocoee, Florida 32705 • 407-542-4887  
[WWW.PECONLINE.COM](http://WWW.PECONLINE.COM)

**SECTION 9, TOWNSHIP 22 SOUTH, RANGE 25 EAST**

DATE: JANUARY 21, 2015	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 14-106
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**CONSENT AND JOINDER OF MORTGAGEE  
TO TEMPORARY STORMWATER EASEMENT FOR  
EAGLE POINTE**

HANOVER FUNDING, LLC, a Florida limited liability company, having an address 2420 South Lakemont Ave., Suite 450, Orlando, FL 32814 (the "Mortgagee") is the holder of that certain Mortgage and Security Agreement dated October 10, 2014, recorded in Official Records Book 4540, Pages 1202-1215 of the Public Records of Lake County, Florida (the "Mortgage"). Mortgagee joins in and consents to the Temporary Stormwater Easement Agreement, and agrees that its mortgage, lien or other encumbrance, which is referenced above, shall be subordinated to the Temporary Stormwater Easement Agreement for Eagle Pointe.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Joinder this 26<sup>th</sup> day of February, 2015.

Signed, sealed and delivered  
in our presence as witnesses:

**HANOVER FUNDING, LLC**, a Florida  
limited liability company

Signature: *Richard Perkinson*  
Richard Perkinson

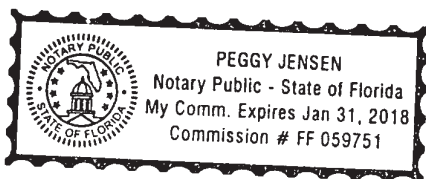
By: *William S. Orosz, Jr.*  
William S. Orosz, Jr., President

Signature: *Ryan Kahn*  
Ryan Kahn

**STATE OF FLORIDA  
COUNTY OF ORANGE**

**I HEREBY CERTIFY** that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William S. Orosz, Jr., President of HANOVER FUNDING, LLC, a Florida limited liability company, on behalf of the Company. He is personally known to me, and he acknowledged executing the same on behalf of said Company in the presence of two subscribing witnesses, freely and voluntarily, for the uses and purposes therein expressed.

**WITNESS** my hand and official seal in the County and State last aforesaid this 26<sup>th</sup> day of February, 2015.



*Peggy Jensen*  
Signature of Notary  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal)  
My Commission Expires: (if not legible on seal)