

Prepared By and Return To:
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Orlando, Florida 32801

Parcel ID Nos. 25-21-29-8833-03-000
25-21-29-8833-03-000
25-21-29-8833-00-001

DRAINAGE AND ACCESS EASEMENT

THIS DRAINAGE AND ACCESS EASEMENT (this “**Drainage Easement**”) is made and entered into this 22nd day of December, 2016, by and between the **City of Maitland, Florida**, a Florida municipal corporation, whose address is 1776 Independence Lane, Maitland, Florida 32751 (“**Grantor**”), and **Maitland Multi Family, LLC**, a Florida limited liability company whose address is 1500 Cordova Road, Suite 300, Ft. Lauderdale, Florida 33317 (“**Grantee**”).

RECITALS

1. Grantor is the owner of that certain real property identified as “**Tract A**” on the Plat of Uptown Maitland recorded in Plat Book 62, Page 129 of the Public Records of Orange County, Florida, being in part a replat of Lot 7 and Tract “**A**”, Minnehaha Cove, recorded in Plat Book 38, Page 79, being in Section 30, Township 21 South, Range 31 East and a portion of Section 25, Township 21 South, Range 29 East, City of Maitland, Orange County, Florida (the “**Plat**”), a copy of which Plat is attached hereto as **Exhibit “A”** and incorporated herein by this reference.
2. Grantor is the owner of that certain roadway identified as Sybelia Parkway North on the Plat (the “**Roadway**”).
3. In connection with the construction of the Roadway, a regional stormwater pond was constructed on Tract A (the “**Pond**”).
4. Grantee is the fee title owner of those parcels of real property identified as “**Lot 3**” and “**Lot 4**” on the Plat (collectively the “**Grantee Property**”).
5. Grantee has constructed or will construct a surface water and stormwater management system on the Grantee Property (the “**Water Management System**”).
6. At the time of construction of the Pond and the Roadway, certain pipes, conduits, and other drainage facilities were constructed on and under the Roadway and Tract A for the purpose of providing a regional stormwater detention and retention system designed to treat runoff from U.S. Highway 17-92 and to provide surface water drainage and retention for multiple regional sites, including the Grantee Property (the “**Improvements**”).

7. Grantor desires to grant to Grantee non-exclusive, perpetual drainage and retention easements, through, across, upon, under and over the Roadway, the Improvements, Tract A, and the Pond for the purposes of draining stormwater from the Grantee Property.

8. The parties acknowledge and agree that the easements granted under this Drainage Easement are not exclusive easements and that the parties shall have the right to use and enjoy their respective parcels in any manner not inconsistent with the easement rights created herein, without any approval or consent of either party.

NOW, THEREFORE, in consideration of \$10.00 and the mutual benefits to be realized by the parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above Recitals are true and correct and are hereby incorporated herein by reference.

2. **Grant of Roadway Easement**. Grantor hereby creates, grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive drainage and easement over, under, through and across the Improvements and those portions of the Roadway containing the Improvements for the purpose of conveying, transmitting, draining stormwater and surface water from the Grantee Property into and onto the Improvements, Tract A, and the Pond ("**Roadway Easement**"). The Roadway Easement granted herein shall be appurtenant to and run with the Grantee Property and shall not be assigned, conveyed or transferred by Grantee except as an appurtenance to the Grantee Property.

3. **Grant of Pond Easement**. Grantor hereby creates, grants, conveys and declares unto Grantee, its successors and assigns, a perpetual, non-exclusive drainage and retention easement over, through and across the Improvements, Tract A, and the Pond for the purpose of conveying, transmitting, retaining draining stormwater and surface water from the Grantee Property into and onto the Improvements, Tract A, and the Pond ("**Pond Easement**"). The Pond Easement granted herein shall be appurtenant to and run with the Grantee Property and shall not be assigned, conveyed or transferred by Grantee except as an appurtenance to the Grantee Property.

4. **Obligation to Maintain Roadway, Tract A, Pond, and Improvements**. Grantor shall maintain the Roadway, Tract A, the Pond, and the Improvements in good order and repair in a manner consistent with the requirements, as applicable, of any permit ("**District Permit**") issued by the St. Johns River Water Management District (the "**District**") any rules and regulations of the District, Grantor, Orange County, Florida, the Florida Department of Transportation, or any other governmental or quasi-governmental agency having jurisdiction over the Roadway, Tract A, the Pond, or the Improvements. If, in the reasonable opinion of Grantee, Grantor fails to properly maintain the Improvements, Grantee may provide thirty (30) days' written notice to Grantor specifying the maintenance deficiencies. In the event Grantor fails to correct the maintenance deficiencies and thereafter properly maintain the Roadway, Tract A, the Park, or the Improvements, Grantee may appeal directly to the Maitland City Council, and

thereafter, if necessary, to a court of competent jurisdiction seeking any and all remedies available to Grantee.

5. **Payment of Maintenance Costs by Grantee.** Grantee shall have the obligation to compensate Grantor for a pro-rata share of the maintenance obligations of Grantor with respect to the Roadway, Tract A, the Pond, and the Improvements as set forth above, which pro-rata share shall be determined by multiplying Grantor's total costs of its maintenance of the Roadway, Tract A, the Pond, and the Improvements by the quotient of the per cubic foot drainage from Grantee's Property (as set forth in the District Permit) and the total cubic foot capacity of the Pond (as set forth in the District Permit).

6. **Grant of Access Easement.** Grantor hereby creates, grants, conveys and declares unto the Grantee, its successors and assigns, a non-exclusive easement over, under, across and through the Roadway, the Improvements, and such portions of Tract A as are reasonably necessary for the purpose of connecting the Water Management System to the Improvements and the construction and installation of any equipment or facilities necessary for such connection. Grantor also hereby creates, grants, conveys, and declares unto the Grantee, its successors and assigns, a non-exclusive easement over, under, across and through the Roadway, the Improvements, and such portions of Tract A as are reasonably necessary for the purpose of access, inspection, operation, maintenance, use, repair and replacement of Water Management System, with such rights including, without limitation, the right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions that are reasonably interfering with the location, operation, and maintenance of Water Management System. The foregoing rights shall include the nonexclusive right of ingress and egress over, upon, and across those portions of Tract A as are reasonably necessary for Grantee to perform the functions described herein.

7. **Incidental Rights.** Except as otherwise specifically provided or limited herein, the easements, rights, and obligations hereby created, granted and conveyed include all incidental rights reasonably necessary for Grantee's use of the Roadway, the Improvements, Tract A, and the Pond for the purposes stated herein.

8. **Existing Easement Agreement.** Grantor has entered into that certain Drainage Agreement dated February 7, 2003, recorded February 19, 2003 in Official Records Book 6792, Page 1435, Public Records of Orange County, Florida, (the "**Existing Easement**"). Grantee acknowledges and agrees that this Drainage Easement shall not unreasonably interfere with any rights or obligations created or granted under the Existing Easement.

9. **Benefit and Binding Effect.** All the covenants, terms, agreements, conditions and restrictions set forth in this Drainage Easement are intended to be and shall be construed as binding upon and enforceable by Grantor and Grantees and their respective successors and assigns.

10. **Captions.** The captions included herein are for reference only and should not be used in construing any of the terms hereof.

11. **Governing Law.** This Drainage Easement shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal or administrative proceedings relating to this Easement shall be exclusively in Orange County, Florida.

12. **Attorney's Fees and Court Costs.** In the event either party or its successors in title institutes court proceedings against the other party or its successors in title to enforce any terms of this Drainage Easement, the party prevailing in said court proceedings shall be entitled to recover reasonable attorney's fees and court costs incurred incidental thereto from the other party.

13. **Notices.** All notices to be given hereunder shall be delivered personally, by overnight courier (such as Federal Express) or sent registered or certified mail, return receipt requested, with postage prepaid, to the parties at their respective addresses as set forth above or such other addresses as may be requested by the parties from time to time pursuant to written notice in accordance with this paragraph.

14. **Indemnity.** Grantee agrees to indemnify and hold Grantor, and its respective agents, employees and representatives, wholly harmless from any liability, judgments, costs, expenses, damages, injuries, claims, demands or suit by any person or persons arising out of any acts or omissions by Grantee, its agents, representatives, employees, successors and assigns, resulting from the design, construction, installation, operation, maintenance, and repair of the Improvements (collectively, "**Claims**"), solely to the extent such design, construction, installation, operation, maintenance, and repair activities with respect to the Improvements are or were performed by Grantee, its agents, representatives, employees, successors and assigns, and provided such Claims are not related or attributable to any negligence or actions by Grantor.

15. **Amendments and Modifications.** This Drainage Easement and each of the covenants, easements and restrictions set forth herein may be modified or amended by written instrument executed by the parties hereto and recorded in the Public Records of Orange County, Florida.

16. **Waivers; Invalidity.** No waiver by either party, at any time of any breach of any provision of this Drainage Easement shall be deemed a waiver of a breach of any other provision herein or consent to any subsequent breach of the same or any other provision. In the event of a conflict between the terms and conditions of this Drainage Easement and the District Permit, the terms and conditions of the District Permit shall prevail.

17. **Covenant Running With the Land.** The terms and provisions herein shall be covenants running with the land.

18. **Severability.** In the event that any one or more of the clauses, covenants or provisions contained in this Drainage Easement should be held to be unenforceable, such invalidity or unenforceability shall not affect the remainder of this Drainage Easement, which shall remain in full force and effect, in accordance with its terms.

19. **Not a Public Dedication.** Except as may be specifically set forth herein, nothing herein contained shall be deemed to be a gift or dedication of any portion of the Roadway, Tract A, or the Pond to the general public or for any public purpose whatsoever. It is the intention of the parties hereto that this Drainage Easement shall be strictly limited to and for the purposes herein expressed.

20. **Force Majeure.** Notwithstanding any other provision of this Drainage Easement, neither party shall be liable for a failure to perform any obligation under this Drainage Easement, if such failure is attributable to an event causing a delay or interruption which is beyond the reasonable control of such party, such as an act of God, natural disaster, labor dispute, judicial, legislative or governmental action, moratorium, or intervention or vandalism, until such time that the performing party has been entitled to a reasonable period of time after such event causing a delay or interruption has ceased in which to complete performance of any obligation herein.

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[signatures on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Drainage and Access Easement on the day and year first written above.

WITNESSES:

GRANTOR

CITY OF MAITLAND,
a Florida municipal corporation

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of the City of Maitland, who acknowledges that he/she is duly authorized to execute the foregoing instrument on behalf of the City of Maitland. He/she is personally known to me or has produced _____ as identification.

(Seal)

Notary Public, State of Florida at Large

*Printed, typed or stamped name, commission and
Expiration of commission term:*

WITNESSES:

Michael Fellner
Name: Michael Fellner

Greg Baumann
Name: Greg Baumann

GRANTEE

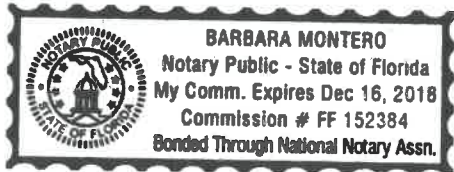
MAITLAND MULTI FAMILY, LLC,
a Florida limited liability company

By: [Signature]
Name: Michael Baumann
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of DECEMBER, 2016, by Michael Baumann, as Authorized Signatory of **Maitland Multi Family, LLC**, a Florida limited liability company, who acknowledges that he is duly authorized to execute the foregoing instrument on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(Seal)



[Signature]

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and
Expiration of commission term: 12/16/18

Exhibit A

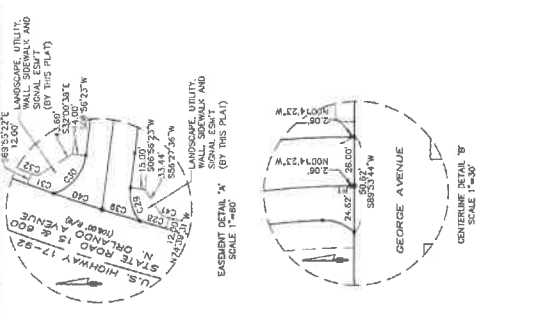
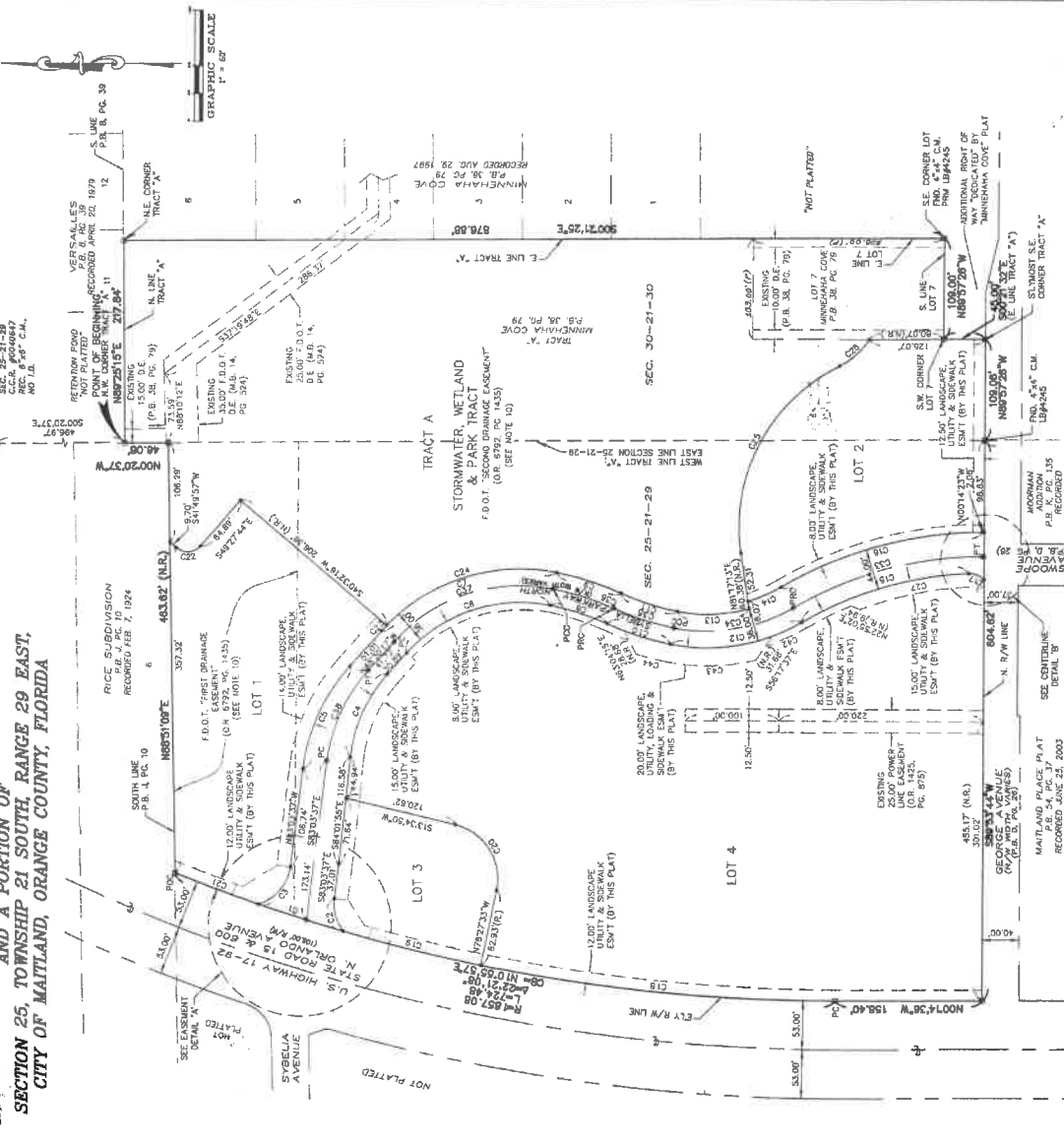
The Plat

See attached

UPTOWN MAITLAND
 BEING IN PART A REPLAT OF LOT 7 AND TRACT "A"
 MINNEHAHA COVE RECORDED IN PLAT BOOK 38, PAGE 79,
 BEING IN SECTION 30, TOWNSHIP 21 SOUTH, RANGE 30 EAST,
 AND A PORTION OF
 SECTION 25, TOWNSHIP 21 SOUTH, RANGE 29 EAST,
 CITY OF MAITLAND, ORANGE COUNTY, FLORIDA.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CB
C1	54.72	1857.08	237.11	55.70	5174.00
C2	37.82	4800.00	458.27	36.85	2741.50
C3	54.72	1857.08	237.11	55.70	5174.00
C4	54.72	1857.08	237.11	55.70	5174.00
C5	123.84	205.00	343.57	121.77	1851.65
C6	108.21	184.00	298.07	107.16	1516.00
C7	108.21	184.00	298.07	107.16	1516.00
C8	84.48	282.00	1336.00	84.34	5174.00
C9	72.71	318.00	1336.00	72.55	5174.00
C10	53.37	282.00	1252.57	53.20	5174.00
C11	145.84	184.00	4328.35	142.38	5174.00
C12	145.84	184.00	4328.35	142.38	5174.00
C13	145.84	184.00	4328.35	142.38	5174.00
C14	145.84	184.00	4328.35	142.38	5174.00
C15	145.84	184.00	4328.35	142.38	5174.00
C16	145.84	184.00	4328.35	142.38	5174.00
C17	145.84	184.00	4328.35	142.38	5174.00
C18	145.84	184.00	4328.35	142.38	5174.00
C19	145.84	184.00	4328.35	142.38	5174.00
C20	145.84	184.00	4328.35	142.38	5174.00
C21	145.84	184.00	4328.35	142.38	5174.00
C22	145.84	184.00	4328.35	142.38	5174.00
C23	145.84	184.00	4328.35	142.38	5174.00
C24	145.84	184.00	4328.35	142.38	5174.00
C25	145.84	184.00	4328.35	142.38	5174.00
C26	145.84	184.00	4328.35	142.38	5174.00
C27	145.84	184.00	4328.35	142.38	5174.00
C28	145.84	184.00	4328.35	142.38	5174.00
C29	145.84	184.00	4328.35	142.38	5174.00
C30	145.84	184.00	4328.35	142.38	5174.00
C31	145.84	184.00	4328.35	142.38	5174.00
C32	145.84	184.00	4328.35	142.38	5174.00
C33	145.84	184.00	4328.35	142.38	5174.00
C34	145.84	184.00	4328.35	142.38	5174.00
C35	145.84	184.00	4328.35	142.38	5174.00
C36	145.84	184.00	4328.35	142.38	5174.00
C37	145.84	184.00	4328.35	142.38	5174.00
C38	145.84	184.00	4328.35	142.38	5174.00
C39	145.84	184.00	4328.35	142.38	5174.00
C40	145.84	184.00	4328.35	142.38	5174.00
C41	145.84	184.00	4328.35	142.38	5174.00
C42	145.84	184.00	4328.35	142.38	5174.00
C43	145.84	184.00	4328.35	142.38	5174.00
C44	145.84	184.00	4328.35	142.38	5174.00



DRMP
 DESIGN RECORD MANAGEMENT PRACTICES
 1505 East Colonial Drive, Orlando, Florida 32803 Phone: (407) 898-0594