

Prepared by and Return to:
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Mateer & Harbert, P.A.
225 E. Robinson Street, Suite 600
Orlando, Florida 32801

**TERMINATION OF
STIPULATION AND ACCESS EASEMENT**

THIS TERMINATION OF STIPULATION AND ACCESS EASEMENT (the "Agreement") is hereby made as of the ____ day of _____, 2014, by EQUITY ONE (FLORIDA PORTFOLIO) INC., a Florida corporation ("Equity One") whose address is 1600 NE Miami Gardens Drive, North Miami Beach, Florida 33179.

RECITALS:

WHEREAS, Turkey Lake Shopping Center, Inc., a Florida corporation, ("Turkey Lake") entered into that certain Stipulation with the City of Orlando (the "City") dated October 17, 1991 and recorded October 21, 1991 in Official Records Book 4337, Page 4025, of the Public Records of Orange County, Florida (the "Stipulation") which Stipulation provided that Turkey Lake would provide access over a portion of its property (described as "Parcel A" in the Stipulation) for the benefit of an adjoining piece of property (described as "Parcel B" in the Stipulation); and

WHEREAS, pursuant to the terms of the Stipulation, Turkey Lake executed and recorded that certain Declaration of Access Easement dated October 7, 1991 and recorded October 23, 1991 in Official Records Book 4338, Page 4689, of the Public Records of Orange County, Florida (the "Access Easement"); and

WHEREAS, Equity One now owns fee simple title to Parcels A and B and is in the process of replatting both properties and providing reciprocal access over both properties; and

WHEREAS, Equity One, as the owner of Parcels A and B, desires to terminate the Stipulation and Access Easement effective upon the recording of this Agreement in the Public Records of Orange County, Florida; and

WHEREAS, the City has consented to the termination of the Stipulation and the Access Easement as required by the terms thereof.

NOW, THEREFORE, for in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Equity One hereby agrees as follows:

1. The Recitals set forth above are true and correct and incorporated by reference herein.
2. The Stipulation and Access Easement are hereby terminated and shall be of no further force and effect, effective upon the recording of this Agreement in the Public Records of Orange County, Florida.
3. The City has executed the attached Joinder and Consent acknowledging its consent to the termination of the Stipulation and Access Easement. The City's consent herein is

based on the fact that Equity One is establishing alternative cross access easement(s) for the benefit of Parcels A and B as part of the replatting process.

IN WITNESS WHEREOF, Equity One has executed this Agreement as of the day and year first hereinabove set forth.

Witnessed on _____, 2014:

EQUITY ONE (FLORIDA PORTFOLIO)
INC., a Florida corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as _____ of EQUITY ONE (FLORIDA PORTFOLIO) INC., a Florida corporation, on behalf of the company. He/she is ☐ personally known to me or ☐ produced _____ (type of identification) as identification.

(Affix Notarial Seal)

Notary Public - State of Florida
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

**JOINDER AND CONSENT OF CITY OF ORLANDO TO TERMINATION OF
STIUPULATION AND ACCESS EASEMENT**

The City of Orlando hereby executes this Joinder and Consent to acknowledge its consent and agreement to the termination of the Stipulation and Access Easement described above.

CITY OF ORLANDO, FLORIDA

Attest:

By: _____

Name: _____

BY: _____

Title: _____

Alana C. Brenner, City Clerk

WITNESSES

(1) _____

Name: _____

(2) _____

Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by (Name) _____, the (Title) _____ of the City of Orlando, who acknowledged before me that he/she executed the foregoing instrument for the purposes therein expressed, and that he/she was duly authorized to do so.

Notary Public

My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the

City of Orlando, Florida

_____, 2014.

City Attorney

Orlando, Florida