

**This Instrument Prepared By:**

Roy Payne, Esq.  
City Of Orlando  
Chief Assistant City Attorney  
400 S. Orange Avenue  
Orlando, Fl 32802  
(407) 246-3483

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (hereinafter, the "Easement Agreement") is made and entered into this 25th day of November, 2014, by and between **The City of Orlando**, whose address is 400 S. Orange Avenue, Orlando, Florida, 32802 (hereinafter, the "City"), and **Jebailey Realty, LLC**, whose address is 9584 Lavill Lane, Windermere, FL, 34786 (hereinafter, the "Owner").

WITNESSETH:

WHEREAS, Jebailey Realty, LLC, is the fee simple owner of property located at 10275 Savannah Park Drive, Orlando, Florida 32832, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (hereinafter, the "Owner Property"); and

WHEREAS, City, is the owner of the property adjacent to the Owner Property, located at 10199 Narcoossee Road, more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference, "City Property;" and

WHEREAS, City operates a fire station "Fire Station" on the City Property; and

WHEREAS, Owner has submitted a permit, "Permit # BLD2014-06690, to develop the Owner Property with a daycare and attendant parking and playground facilities, "Daycare," and has need to utilize a driveway, "Driveway", on the City Property to access the Daycare; and

WHEREAS, City currently uses the Driveway for ingress to the Fire Station; and

WHEREAS, the area of the Property necessary to accomplish access to the Daycare, "Access Area," is shown in **Exhibit "C,"** attached hereto and made a part hereof by reference; and  
and

WHEREAS, the City, pursuant to Section 61.112 of the Code of the City of Orlando, encourages cross access between properties as a benefit to the public by limiting driveways and facilitating traffic circulation and movement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration each to the other paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals are acknowledged as true and correct and are incorporated herein as covenants and agreements and are made a part hereof.

2. Recording. This Agreement shall be recorded in the public records of Orange County, Florida, and shall be binding upon the successors, heirs, executors, administrators, personal representatives, and assigns of the parties and upon all persons acquiring an interest thereunder, and shall be a covenant running with the title to the City Property and the Owner Property unless terminated as provided herein.
3. Lawful Owner. Owner hereby covenants with the City that they are lawfully seized of the Owner Property in fee simple and that Owner has good right and lawful authority to enter into this Agreement.
4. Easement. The City hereby establishes an access easement in favor of the Owner over and upon the "Access Area" solely for the purpose of providing access to the Owner Property.
5. Costs of Maintenance. The Owner is responsible for any and all costs of maintenance of the Access Area that arise from the use of said Access Area by the guests, customers or invitees of the Owner. City shall notify Owner of costs incurred by City to conduct repair or maintenance activities attributable to Owner's use. Owner shall pay City the invoiced amount within thirty (30) days of receipt of said notice, failing which City may exercise remedies as provided in Section 12 hereinbelow. It is anticipated by the parties that the cost of general maintenance of the Access Area will be split equally.
6. Releases. Owner hereby releases the City, its representatives, employees and elected officials from any and all damages, claims, or liability arising in any way from this Easement Agreement, including, though not exclusively, use of the Access Area and termination of this Easement Agreement under the terms of this Agreement.
7. Priority of City. The Daycare and the Driveway shall not be operated in such a manner so as to interfere, in any way, with the City's use of the City Property, including the Driveway. Owner agrees that, upon City's request, Owner shall, at its sole cost, place someone at the Driveway entrance to the Owner Property to ensure public safety and the City's access to the Fire Station.
8. No Waiver/No Vesting. This Easement Agreement does not constitute a waiver of the City's regulatory authority. This Easement Agreement does not operate to vest any interest or right whatsoever.
9. Insurance. Owner shall possess and maintain, at all times during the term of this Easement Agreement: general liability insurance in the amount of at least \$3,000,000, in order to protect the City from any liability, claims, damages, losses or expenses arising from or out of in any way connected with this Easement Agreement and use of the Access Area by Owner, its contractors, agents, assigns, guests, customers and invitees, as well as operation of the Daycare. City shall be listed as an additional insured on the general liability policy. Owner shall provide the City with proof of such insurance prior to initiating any work on the Improvements and City may further request proof of such insurance at any time. Nothing in this Easement Agreement operates as a waiver of the City's grant of sovereign immunity or the limits of liability established under Florida law.

10. Indemnification. The Owner agrees that it shall indemnify, hold harmless and defend the City, its representatives, employees and elected and appointed officials from and against all claims, damages, loss and expenses of any sort including reasonable attorney's fees and costs including appeals, arising out of or resulting from this Agreement in any manner and use of the Access Area by Owner, its contractors, agents, assigns, guests, customers and invitees, as well as operation of the Daycare. Nothing in this Easement Agreement operates as a waiver of the City's grant of sovereign immunity or the limits of liability established under Florida law.

11. Termination of Easement. The City retains the right to terminate this Easement Agreement either (i) upon default of Owner, (See # 12 below), or (ii) upon determination by the City that use of the Access Area under this Easement Agreement constitutes a danger to public safety or interferes unreasonably with the operation of the Fire Station. In the event of termination, City shall provide ninety ( 90) days written notice to Owner at the address listed in the initial paragraph of this Agreement. Upon termination of this Agreement, Owner shall access the Owner Property by means of driveway(s) located on the Owner Property. To the extent the Owner does not have existing driveway(s) at the time of any such termination notice so as to accommodate children drop off/pick up maneuvers on the Owner Property that do not require that parents/guardians park their cars, the City shall reasonably cooperate with Owner's efforts to obtain permit(s) for, and construct, a driveway that will allow such drop off/pick up maneuvers. It is the intent of the parties that said permit issuance and construction shall occur within the ninety (90) day termination notice period. . Either party may file a Notice of Termination of this Easement Agreement in the Public Records of Orange County, Florida.

12. Defaults. Failure by Owner to comply with or perform, in any material respect, any of the terms, conditions, covenants, agreements or obligations contained in this Easement Agreement shall constitute a default, and (i) if such default is not cured or remedied within thirty (30) days after the non-defaulting party provides written notice to the defaulting party specifying with particularity the nature of such default, or (ii) if such default cannot be reasonably cured or remedied within such thirty (30) day period, the defaulting party fails to commence to cure or remedy the default within such thirty (30) day period and thereafter fails to diligently and expeditiously pursue such cure or remedy, the City, in its sole discretion, shall be entitled to exercise any and all rights and remedies available to it under this Easement Agreement, at law and in equity.

13. Litigation and Attorneys' Fees. In the event either party to this Agreement should bring suit to enforce or interpret any provision hereof, the prevailing party shall recover reasonable attorneys' fees and expenses, together with court costs, including any such fees, expenses, and costs incurred at all tribunal levels, including without limitation, appellate and post-judgment proceedings.

14. No Public Right-of-Way. This Access Easement Agreement is not intended to create a public right-of-way through the City Property.

15. Laws of Florida. This Easement Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect.

16. Venue. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Easement Agreement, or any breach hereof, shall be Orange County, Florida.

17. Notices. Any notice required or allowed to be delivered by this Easement Agreement shall be in writing and be deemed to be delivered when (1) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the addresses set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

18. Effective Date. The effective date of this Easement Agreement is the date of its execution by the last person to execute it.

Owner: JeBailey Realty, LLC  
9584 Lavill Lane  
Windermere, FL 34786

City: City of Orlando  
City Attorney's Office  
400 S. Orange Avenue  
Orlando, FL 32802

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement the day and year first above written.

ATTEST:

**CITY OF ORLANDO**

\_\_\_\_\_  
Alana C. Brenner, City Clerk

By: \_\_\_\_\_  
Mayor / Mayor Pro Tem

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,  
\_\_\_\_\_ and \_\_\_\_\_, well known to me and  
known by me to be Mayor \_\_\_\_\_ and City Clerk, respectively, of the City of Orlando,  
Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the  
City of Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public - State of Florida at Large  
Print Name: \_\_\_\_\_  
My commission expires:

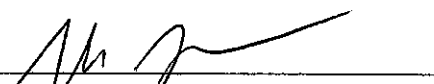
APPROVED AS TO FORM AND LEGALITY for the  
use and reliance of the City of Orlando, Florida, only.  
\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Chief Assistant City Attorney  
Orlando, Florida

Signed in the presence of Two Witnesses:

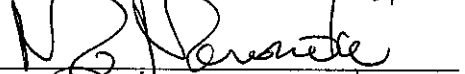
**JEBAILEY REALTY, LLC (Corporate Seal)**

Signature 

By: 

Print Name: John Miranda

Printed Name: John JeBailey

Signature 

Title: Owner


Print Name: N.E. Miranda

**CORPORATE ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF ORANGE

**PERSONALLY APPEARED** before me, the undersigned authority, John Debailey <sup>Jebailey</sup>  
as Owner, of Jebailey Realty, LLC, a FL limited liability company. He/she  is  
personally known to me or  who has produced Florida Drivers License  
as identification.

WITNESS my hand and official seal this 25<sup>th</sup> day of November, 2014.

  
\_\_\_\_\_  
Notary Public  
Print Name: Jonathan Bahamonde  
My commission expires: May 21, 2016

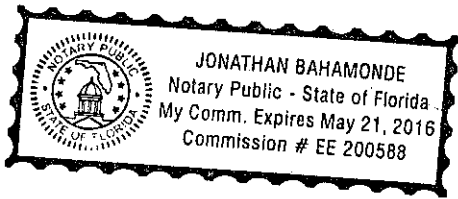


Exhibit A

DOC# 20140371603 B: 10779 P: 6558  
07/24/2014 03:57:25 PM Page 1 of 5  
Rec Fee: \$44.00  
Dead Doc Tax: \$5,075.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: SHUTTS & BOWEN

This document was prepared by  
and should be returned to:

Jason G. Williams, Esquire  
SHUTTS & BOWEN LLP  
300 S. Orange Avenue, Suite 1000  
Orlando, Florida 32801



Parcel I.D. No.: 08-24-31-9236-03-002

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 24<sup>th</sup> day of July, 2014 by VILLAGES AT MOSS PARK, LLC, a Florida limited liability company, whose mailing address is 7586 W. Sand Lake Rd., Orlando, Florida 32819 (the "Grantor") to JEBAILEY REALTY, LLC, a Florida limited liability company, whose mailing address is 9584 Lavill Lane, Windermere, Florida 34786 (the "Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:**

THAT the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Orange County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

TOGETHER, with all of the Grantor's interest in and to all development rights, improvements, appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto and all title and interest, if any, of Grantor in and to all strips and gores and any land lying in the bed of any street which is contiguous to the Property.

This conveyance is made and accepted subject to all matters set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Permitted Exceptions") but reference to same shall not operate to reimpose same

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; the Grantor does hereby fully warrant the title to the Property and will defend the same

against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

VILLAGES AT MOSS PARK, LLC, a Florida limited liability company

*David Hunter*

Print Name: David Hunter

By: *Randall R. Hodge*  
Randall R. Hodge,  
Vice President

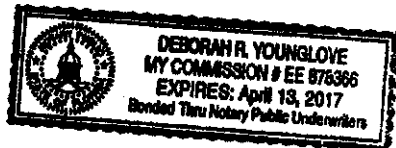
*Debbie Younglove*

Print Name: Debbie Younglove

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23 day of July, 2014 by **RANDALL R. HODGE**, as Vice President of **VILLAGES AT MOSS PARK, LLC**, a Florida limited liability company, on behalf of said company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.



*Deborah Younglove*  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Exhibit "B"

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

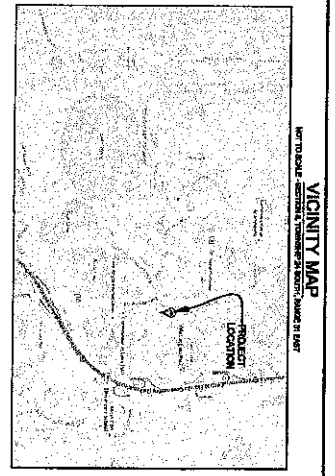
TRACT C2, VILLAGES AT MOSS PARK REPLAT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGES 42-44, INCLUSIVE, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Exhibit 'C'

- GENERAL SITE NOTES:**
1. ALL UTILITIES, INCLUDING EXISTING UTILITIES, WILL BE LOCATED BY THE CONTRACTOR AND SHOWN ON THE PROPOSED SITE PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
  2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED ON THE EXISTING GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING GRADE AND FOR PROVIDING A DRAINAGE PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO AND THE DEPARTMENT OF PUBLIC WORKS, INCLUDING PERMITS FOR CONSTRUCTION OF A NEW BUILDING AND FOR CONSTRUCTION OF A NEW DRIVEWAY.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITIES TO THE BUILDING AND FOR PROVIDING A DRAINAGE PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITIES TO THE BUILDING AND FOR PROVIDING A DRAINAGE PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
  6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITIES TO THE BUILDING AND FOR PROVIDING A DRAINAGE PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
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  8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITIES TO THE BUILDING AND FOR PROVIDING A DRAINAGE PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
  9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITIES TO THE BUILDING AND FOR PROVIDING A DRAINAGE PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
  10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY UTILITIES TO THE BUILDING AND FOR PROVIDING A DRAINAGE PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
- FLOOD ZONE:**
- THE PROPOSED BUILDING IS LOCATED IN AN AREA THAT IS NOT DESIGNATED AS A FLOOD HAZARD AREA BY THE CHICAGO DEPARTMENT OF PUBLIC WORKS. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FLOOD ZONE STATUS OF THE SITE PRIOR TO CONSTRUCTION.
- SETBACKS:**
- THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHICAGO ZONING ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE SETBACK REQUIREMENTS FOR THE SITE AND FOR PROVIDING A SETBACK PLAN TO THE CITY OF CHICAGO FOR APPROVAL.
- UTILITIES:**
- THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CHICAGO ZONING ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- LEGAL DESCRIPTION:**
- THE PROPOSED BUILDING IS LOCATED ON THE EAST SIDE OF THE CITY OF CHICAGO, IN THE NEAR NORTH NEIGHBORHOOD, ON A PARCEL OF LAND DESCRIBED AS:

**SITE DATA:**

PROJECT NAME:	PROPOSED DAY CARE
ADDRESS:	1620 S. PULASKI AVENUE, CHICAGO, IL 60607
OWNER:	CRANHAM ACADEMY, INC.
DESIGNER:	DAN DIXON ARCHITECT, LLC
DATE:	10/15/2014
SHEET NO.:	1
TOTAL SHEETS:	1

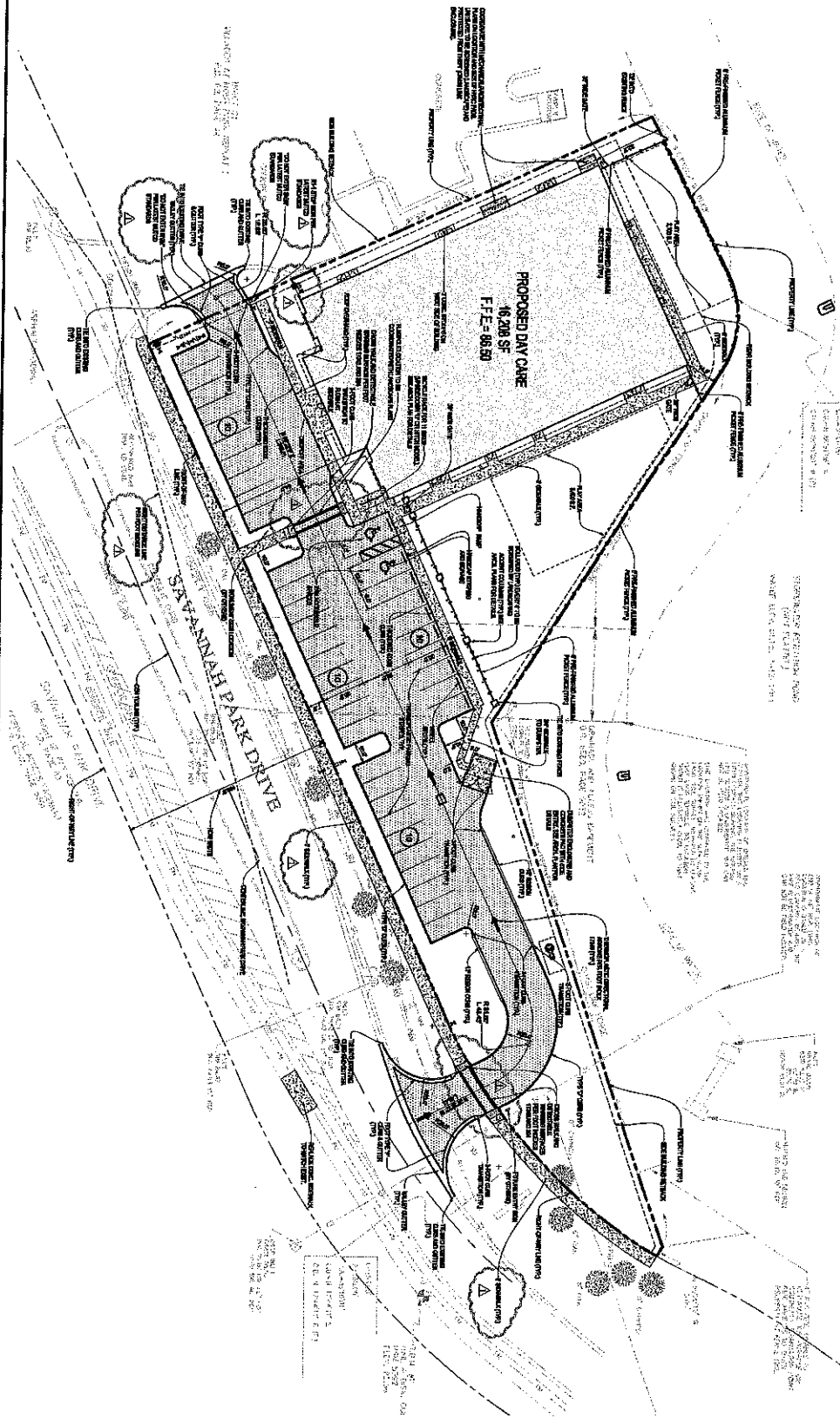


**LEGEND**

- EXISTING CONCRETE WALLS, SLABS & FLOORS
- EXISTING BUILDINGS
- PROPOSED BUILDING FOOTPRINT
- NEW ASPHALTIC CONCRETE
- PARKING SPACES

**GRAPHIC SCALE**

0' 10' 20' 30' 40' 50'



**CRANHAM ACADEMY**  
1000 N. LAUREL AVENUE, CHICAGO, IL 60610

**DAN DIXON ARCHITECT, LLC**  
2222 CHERRY AVENUE, CHICAGO, IL 60614

**LEGEND**

- EXISTING CONCRETE WALLS, SLABS & FLOORS
- EXISTING BUILDINGS
- PROPOSED BUILDING FOOTPRINT
- NEW ASPHALTIC CONCRETE
- PARKING SPACES

**GRAPHIC SCALE**

0' 10' 20' 30' 40' 50'

**CLIENT:** CRANHAM ACADEMY, INC.

**PROJECT NAME:** PROPOSED DAY CARE

**ADDRESS:** 1620 S. PULASKI AVENUE, CHICAGO, IL 60607

**DATE:** 10/15/2014

**SHEET NO.:** 1

**TOTAL SHEETS:** 1

**DESIGNER:** DAN DIXON ARCHITECT, LLC

C-100