

This instrument prepared by and after recording return to:
Christopher Roper, Esq.
Akerman LLP
P.O. Box 231
Orlando, Florida 32802

**CITY DRAINAGE FLOW-THROUGH
AND EMERGENCY MAINTENANCE EASEMENT AGREEMENT**

THIS CITY DRAINAGE FLOW-THROUGH AND EMERGENCY MAINTENANCE EASEMENT AGREEMENT ("Easement") is made this day of _____, 201_, by and between DDR ORLANDO LLC, a Delaware limited liability company, whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, hereinafter referred to as "Grantor," and CITY OF ORLANDO, FLORIDA, a municipal corporation created and existing under and by virtue of the laws of the State of Florida, situated in Orange County, Florida, hereinafter referred to as "Grantee," whose address is 400 South Orange Avenue, Orlando, Florida 32801.

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a perpetual non-exclusive easement over, under and across the easement area described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Easement Area") for the purpose of conveying stormwater through the stormwater pipes ("Pipes") now or hereafter existing within the Easement Area ("Grantee's Flow-Through Rights") and, subject to the conditions set forth below, maintaining, replacing and/or repairing such Pipes ("Grantee's Emergency Maintenance Rights").

For the full enjoyment of Grantee's Emergency Maintenance Rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with necessary maintenance of the Pipes. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising Grantee's Emergency Maintenance Rights herein granted. Notwithstanding anything in this Easement to the contrary, Grantor reserves the right to utilize the land above, below or around the Easement Area for all purposes not inconsistent with this Easement and applicable laws, codes and regulations, specifically including, but not limited to, the right to curb, pave, stripe, fence and landscape the Easement Area.

Grantee's Emergency Maintenance Rights are intended to be secondary to Grantor's primary maintenance obligations with respect to the Easement Area and the Pipes and are to be exercised by Grantee only in the event that Grantor or the property owner's association in which Grantor is a member fails to adequately maintain, replace and/or repair the Pipes located with the Easement Area. Therefore, notwithstanding anything in this Easement to the contrary, in no event shall Grantee exercise Grantee's Emergency Maintenance Rights except (i) in the event that, within twenty (20) days after receipt of written notice by Grantor from Grantee specifying such deficiency in reasonable detail, Grantor or the property owner's association in which Grantor is a member fails to adequately maintain, repair and/or replace the Pipes, or (ii) in the event of an emergency, in which case no prior notice to Grantor shall be required. Nothing in this Agreement obligates the Grantee to exercise Grantee's Emergency Maintenance Rights.

Grantor reserves the right to relocate all or any part of the Easement Area to other areas of the adjoining property owned by Grantor, provided that (i) any such relocation of the Easement Area is accompanied by a relocation of the Pipes to the new easement area, (ii) Grantor pays all costs of such relocation, (iii) construction of the relocation is conducted in compliance with applicable laws, codes, rules and regulations, including though not exclusively the construction plans permitted by the City of Orlando, (iv) the capacity of the Pipes is substantially maintained and the flow-through and maintenance needs of Grantee continue to be met in a reasonable manner during and after completion of such relocation and (v) Grantor executes and delivers to Grantee an amendment to this Easement, or a separate instrument in form and content reasonably acceptable to Grantor and Grantee in which Grantee is granted an easement in and to the new easement area(s).

Grantee agrees to repair any damage caused by Grantee and to restore as nearly as practicable the surface of the Easement Area and any adjoining property owned by Grantor to its immediately pre-existing condition following any maintenance, repair and/or replacement or other alteration of the Pipes by Grantee within the Easement Area.

To the extent allowable by law and without waiving Grantee's sovereign immunity, each party shall indemnify and hold the other party harmless from and against any and all loss, cause, damage, expense, injury, claim and liability (including reasonable attorney's fees and paraprofessional fees at any pre-trial, trial or appellant proceedings) which said other party may suffer or incur as the result of, arising out of, or attributable to, negligent acts or omissions or intentional misconduct of the indemnifying party. Grantee's indemnification obligations herein are subject to the monetary limitations contained in Section 768.28, Florida Statutes.

Notwithstanding anything herein to the contrary, neither Grantor nor Grantee shall have the right to convey stormwater through the Pipes or the Easement Area if the quality of such stormwater fails to meet or exceed all applicable legal standards.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of the Easement Area in fee simple, that it has good, right and lawful authority to sell and convey this Easement, and that the Easement Area is free of all monetary liens, mortgages or encumbrances except for real property taxes not delinquent. Except as provided in the preceding sentence, this Easement is being conveyed to Grantee as-is and subject to all matters of record.

All covenants, terms, provisions and conditions herein contained shall inure to and be binding upon the heirs and/or legal representatives, successors and assigns of the parties hereto, respectively. Any construction lien arising from any of the work conducted by or on behalf of Grantee within the Easement Area, or the adjoining property of Grantor, in furtherance of this Easement shall be bonded off or otherwise removed of record by Grantee within thirty (30) days after the date of discovery of any such lien. Any notices that are given pursuant to this Easement shall be in writing and either hand delivered, delivered by overnight courier, or mailed through the United States Postal Service by certified or registered mail, return receipt requested, to the address shown above for the applicable party, and the same shall be deemed to be delivered upon actual receipt in the case of hand delivery or delivery by overnight courier, or four (4) business days after depositing the same in the possession of the United States Postal Service with the proper amount of postage affixed thereto. This Easement contains the sole and entire agreement between the parties with respect to the matters set forth herein.

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purposes whatsoever, it being the intention that the Easement granted and declared herein is private and shall be strictly limited to and for the purposes herein expressed and for the exclusive benefit of the Grantee.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

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

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

WITNESSES:

DDR ORLANDO LLC, a Delaware limited liability company

(1) _____

By: DDR Corp., an Ohio corporation, its sole member

Print Name

By: _____

(2) _____

Name: _____

Print Name

As Its: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, as _____ of DDR Corp., an Ohio corporation, as sole member of DDR ORLANDO LLC, a Delaware limited liability company, on behalf of the company. He/she is:

personally known to me; or

produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or

produced the following identification: _____

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

CITY OF ORLANDO

Attest:

Mayor / Mayor Pro Tem

Alana C. Brenner, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, and Alana C. Brenner, to me known as the Mayor/ Mayor Pro Tem and City Clerk respectively, of the City of Orlando, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so.

Notary Public: _____
Commission Expires: _____

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

_____, 201_.

Chief Assistant City Attorney

Exhibit "A"
(Part 1 of 2)

Sheet 1
See Sketch of Description
Included as Attachment "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF LOT 1 AND LOT 2, LEEVISTA CENTER 436 EAST, PHASE 1, PLAT 38, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "A", OF THE AFORESAID PLAT LEEVISTA CENTER 436 EAST, PHASE 1, PLAT 38; THENCE SOUTH 00°00'29" EAST, ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 34.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°00'29" EAST, ALONG SAID WEST LINE, A DISTANCE OF 41.76 FEET; THENCE, DEPARTING THE WEST LINE OF SAID TRACT "A", RUN NORTH 54°13'01" WEST, A DISTANCE OF 14.15 FEET; THENCE RUN NORTH 62°30'45" WEST, A DISTANCE OF 253.49 FEET; THENCE RUN SOUTH 70°33'30" WEST, A DISTANCE OF 383.81 FEET; THENCE RUN SOUTH 81°24'19" WEST, A DISTANCE OF 15.27 FEET; THENCE RUN SOUTH 71°59'00" WEST, A DISTANCE OF 180.02 FEET; THENCE RUN SOUTH 75°57'59" WEST, A DISTANCE OF 262.54 FEET; THENCE RUN NORTH 63°42'39" WEST, A DISTANCE OF 332.60 FEET; THENCE RUN NORTH 62°14'24" WEST, A DISTANCE OF 319.39 FEET; THENCE RUN NORTH 00°57'51" WEST, A DISTANCE OF 221.06 FEET; THENCE RUN NORTH 03°39'37" EAST, A DISTANCE OF 141.55 FEET; THENCE RUN SOUTH 86°57'12" EAST, A DISTANCE OF 30.00 FEET; THENCE RUN SOUTH 03°39'37" WEST, A DISTANCE OF 140.66 FEET; THENCE RUN SOUTH 00°57'51" EAST, A DISTANCE OF 202.08 FEET; THENCE RUN SOUTH 62°14'24" EAST, A DISTANCE OF 301.23 FEET; THENCE RUN SOUTH 63°42'39" EAST, A DISTANCE OF 321.20 FEET; THENCE RUN NORTH 75°57'59" EAST, A DISTANCE OF 250.48 FEET; THENCE RUN NORTH 71°59'00" EAST, A DISTANCE OF 178.19 FEET; THENCE RUN NORTH 62°28'49" EAST, A DISTANCE OF 15.06 FEET; THENCE RUN NORTH 70°33'30" EAST, A DISTANCE OF 399.14 FEET; THENCE RUN SOUTH 62°30'45" EAST, A DISTANCE OF 263.41 FEET TO THE POINT OF BEGINNING.

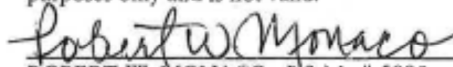
CONTAINING 66,238 SQUARE FEET OR 1.521 ACRES, MORE OR LESS.

TSS ORDER # T14-C19-SOD4

Prepared by:

Tinklepaugh Surveying Services
850 Courtland Street
Suite 2A
Orlando, Florida 32804
(407) 262-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 5J-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.


ROBERT W. MONACO, P.S.M. # 5980
Date: NOVEMBER 17, 2014

SKETCH OF DESCRIPTION ATTACHMENT "A"

- NOT A SURVEY -

SHEET 2 OF 2

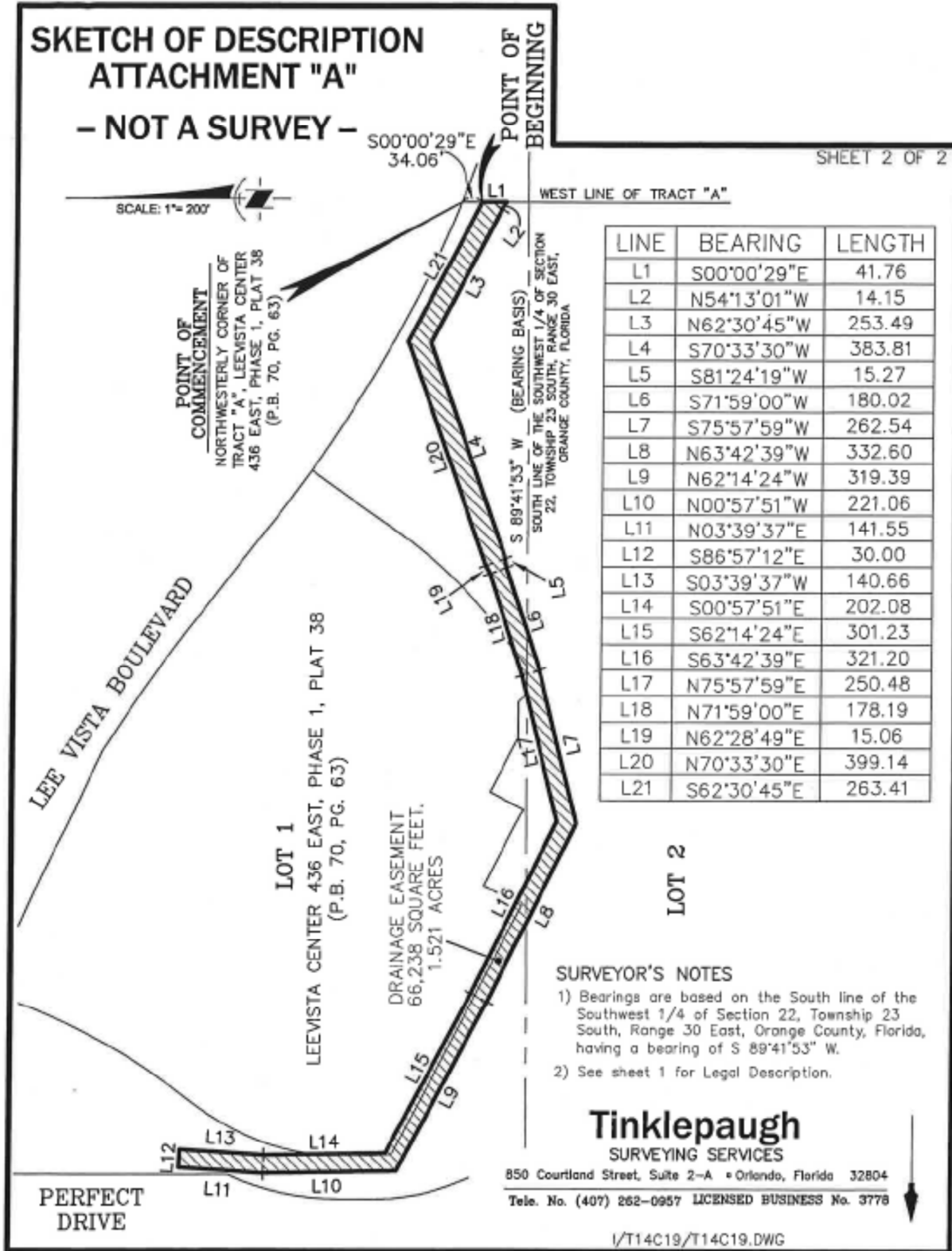


Exhibit "A"
(Part 2 of 2)

Sheet 1
See Sketch of Description
Included as Attachment "A"

LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF LOT 2, LEEVISTA CENTER 436 EAST, PHASE 1, PLAT 38, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 63, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "A", OF THE AFORESAID PLAT LEEVISTA CENTER 436 EAST, PHASE 1, PLAT 38; THENCE SOUTH 00°00'29" EAST, ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 701.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°00'29" EAST, ALONG SAID WEST LINE, A DISTANCE OF 35.00 FEET; THENCE DEPARTING SAID WEST LINE OF TRACT "A", SOUTH 89°53'38" WEST, A DISTANCE OF 258.25 FEET; THENCE SOUTH 19°35'20" WEST, A DISTANCE OF 363.45 FEET; THENCE SOUTH 55°14'56" WEST, A DISTANCE OF 292.64 FEET; THENCE NORTH 71°01'25" WEST, A DISTANCE OF 531.27 FEET; THENCE SOUTH 17°19'46" WEST, A DISTANCE OF 128.41 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF HAZELTINE NATIONAL DRIVE; SAID POINT BEING ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2077.03 FEET, AND A CHORD BEARING OF NORTH 72°35'59" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°57'56" A DISTANCE OF 35.00 FEET; THENCE DEPARTING THE NORTHERLY RIGHT OF WAY OF HAZELTINE NATIONAL DRIVE, NORTH 17°19'46" EAST, A DISTANCE OF 164.39 FEET; THENCE SOUTH 71°01'25" EAST, A DISTANCE OF 549.56 FEET; THENCE NORTH 55°14'56" EAST, A DISTANCE OF 263.66 FEET; THENCE NORTH 19°35'20" EAST, A DISTANCE OF 376.84 FEET; THENCE NORTH 89°53'38" EAST, A DISTANCE OF 282.96 FEET TO THE POINT OF BEGINNING.


CONTAINING 56,199 SQUARE FEET, OR 1.290 ACRES, MORE OR LESS

TSS ORDER # T14-C19-SOD3

Prepared by:

Tinklepaugh Surveying Services
850 Courtland Street
Suite 2A
Orlando, Florida 32804
(407) 262-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 5J-17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.


ROBERT W. MONACO, P.S.M.# 5980
Date: NOVEMBER 17, 2014

SKETCH OF DESCRIPTION ATTACHMENT "A"

– NOT A SURVEY –

SHEET 2 OF 2

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 23
SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA
S 89°41'53" W (BEARING BASIS)

POINT OF
COMMENCEMENT
NORTHWESTERLY CORNER OF
TRACT "A", LEEVISTA CENTER
436 EAST, PHASE 1, PLAT 38
(P.B. 70, PG. 63)

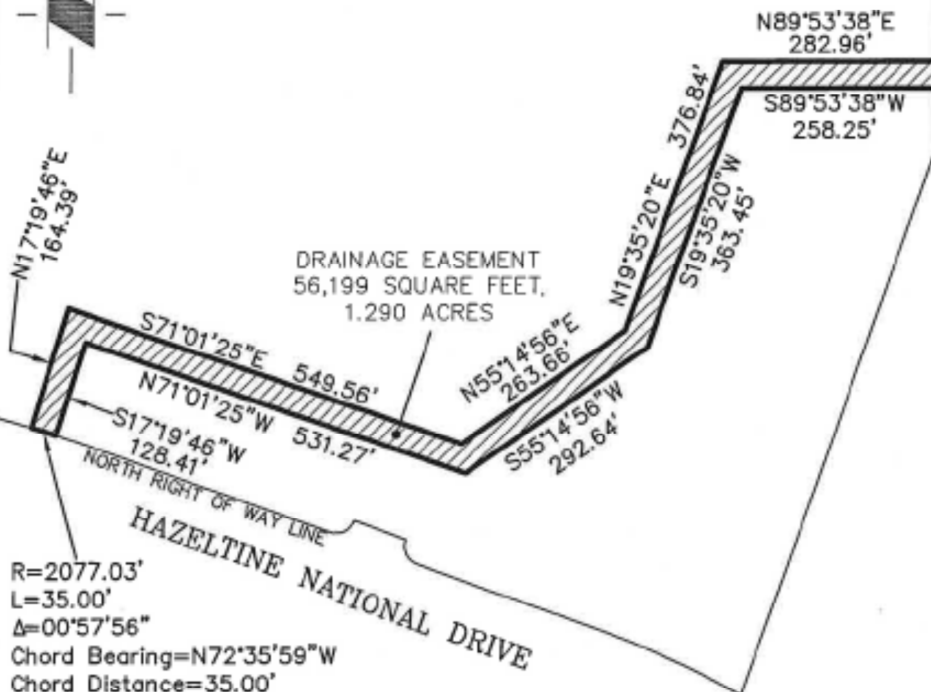
TRACT "A"
LEEVISTA CENTER 436 EAST,
PHASE 1, PLAT 38
(P.B. 70, PG. 63)
(PRIVATE)

SCALE: 1"= 200'



LOT 2
LEEVISTA CENTER 436 EAST, PHASE 1, PLAT 38
(P.B. 70, PG. 63)

POINT OF
BEGINNING



SURVEYOR'S NOTES

- 1) Bearings are based on the South line of the Southwest 1/4 of Section 22, Township 23 South, Range 30 East, Orange County, Florida, having a bearing of S 89°41'53" W.
- 2) See sheet 1 for Legal Description.

Tinklepaugh

SURVEYING SERVICES

850 Courland Street, Suite 2-A • Orlando, Florida 32804
Tele. No. (407) 262-0957 LICENSED BUSINESS No. 9778

I/T14C19/T14C19.DWG