

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Thomas E. Francis, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Post Office Box 2809  
Orlando, FL 32802-2809  
(407) 843-4600

### **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016 by and between PIEDMONT-CNL TOWERS ORLANDO OWNER, LLC, a Delaware limited liability company ("Plaza Owner"), whose address is c/o Piedmont Office Realty Trust, 11695 Johns Creek Parkway, Suite 350, Johns Creek, Georgia 30097-1523, and THE CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), whose address is 400 South Orange Avenue, Orlando, Florida 32801.

### **W I T N E S S E T H:**

WHEREAS, the City is the owner of fee simple title to the parcel of real property located in Orange County, Florida more particularly described as Lot 2, Block B of City Commons, according to the Plat thereof, as recorded in Plat Book 74, Page 93 of the Public Records of Orange County, Florida (the "City Hall Property"); and

WHEREAS, Plaza Owner is the owner of fee simple title to the parcels of real property more particularly described as (i) Lot 3, Block B of City Commons, according to the Plat thereof, as recorded in Plat Book 74, Page 93 of the Public Records of Orange County, Florida (the "Plaza I Office Parcel"), and (ii) Lot 3, Block A of City Commons, according to the Plat thereof, as recorded in Plat Book 74, Page 93 of the Public Records of Orange County, Florida (the "Plaza I Garage Parcel") (with the Plaza I Office Parcel and the Plaza I Garage Parcel being together referred to as the "Plaza I Property"); and

WHEREAS, Plaza Owner is the owner of fee simple title to the parcels of real property more particularly described as (i) Lot 1, Block B of City Commons, according to the Plat thereof, as recorded in Plat Book 74, Page 93 of the Public Records of Orange County, Florida (the "Plaza II Office Parcel"), and (ii) Lot 1, Block A of City Commons, according to the Plat thereof, as recorded in Plat Book 74, Page 93 of the Public Records of Orange County, Florida (the "Plaza II Garage Parcel") (with the Plaza II Office Parcel and the Plaza II Garage Parcel being together referred to as the "Plaza II Property"); and

WHEREAS, during the construction of certain improvements on or benefitting the City Hall Property, certain stormwater drainage, potable water and streetscape improvements were constructed on portions of the Plaza I Property and Plaza II Property, respectively, without being

located in recorded easements for such improvements, and Plaza Owner has agreed to grant to the City easements for such stormwater drainage, potable water and streetscape improvements on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the premises hereof, the sum of Ten Dollars (\$10.00) paid by the City to Plaza Owner and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Plaza Owner and the City hereby agree as follows:

1. **Grants of Easement.** Plaza Owner hereby grants and conveys to the City the following perpetual, appurtenant easements and rights for the benefit of the City Hall Property:

(a) **Drainage Facilities.** Plaza Owner hereby grants and conveys to the City, for the benefit of the City Hall Property, a non-exclusive easement for the installation, repair, maintenance and replacement of certain underground stormwater transmission structures and pipes (the "Drainage Facilities") within that portion of the Plaza I Office Parcel depicted as the "Drainage Easement Area" on the sketch attached hereto as Exhibit "A" and by this reference made a part hereof (the "Site Plan"), together with the right of access on, over, under and across the Plaza I Office Parcel as is reasonably necessary to maintain, repair and replace the Drainage Facilities. The Drainage Easement Area shall be ten feet (10.00') in width, five feet (5.00') on each side of the Drainage Facilities. The City shall repair and maintain such Drainage Facilities in good working condition and in accordance with applicable laws and regulations, at its sole cost and expense. Nothing in this Agreement operates to alter or amend maintenance and repair obligations for the Drainage Facilities that may be contained in other agreements between the parties. In the event Plaza Owner believes the City has failed to maintain the Drainage Facilities in good working condition and in accordance with applicable laws and regulations, Plaza Owner may give the City written notice thereof and, if the City agrees (acting reasonably and in good faith), the City shall be obligated to conduct such maintenance and correct such deficiency, at its cost, within a commercially reasonable period of time given the nature and extent of the circumstances. If the City does not agree that it has failed to maintain the Drainage Facilities in good working condition and in accordance with applicable laws and regulation, City and Plaza Owner shall meet to discuss the matter in good faith and cooperate to reach a resolution. At least one meeting shall be held and it shall be attended by individuals representing both Parties with authority to make final decisions as to the issues in dispute. If no resolution of the dispute is reached within ninety (90) days, the Parties may pursue any legal remedies available to them with respect to such dispute, including though not exclusively, enforcement of the maintenance obligations under this Agreement.

(b) **Utilities.** Plaza Owner hereby grants and conveys to the City, for the benefit of the City Hall Property, a non-exclusive easement for the installation, repair, maintenance and replacement of certain underground potable water pipes and other related utility facilities (the "Water Facilities") within that portion of the Plaza I Office Parcel depicted as the "Water Easement Area" on the Site Plan, together with the right of access on, over, under and across the Plaza I Office Parcel as is reasonably necessary to maintain, repair and replace the Water Facilities. The Water Easement Area shall be ten

feet (10.00') in width, five feet (5.00') on each side of the Water Facilities. The City shall repair and maintain such Water Facilities in good working condition and in accordance with applicable laws and regulations, at its sole cost and expense. Nothing in this Agreement operates to alter or amend maintenance and repair obligations for the Water Facilities that may be contained in other agreements between the parties. The Parties acknowledge that a portion of the Water Facilities may be owned/operated by the Orlando Utilities Commission, a statutory commission of the City of Orlando. In the event Plaza Owner believes the City has failed to maintain the Water Facilities in good working condition and in accordance with applicable laws and regulations, Plaza Owner may give the City written notice thereof and if the City agrees (acting reasonably and in good faith), the City shall be obligated to conduct such maintenance and correct such deficiency, at its cost, within a commercially reasonable period of time given the nature and extent of the circumstances. If the City does not agree that it has failed to maintain the Water Facilities in good working condition and in accordance with applicable laws and regulation, City and Plaza Owner shall meet to discuss the matter in good faith and cooperate to reach a resolution. At least one meeting shall be held and it shall be attended by individuals representing both Parties with authority to make final decisions as to the issues in dispute. If no resolution of the dispute is reached within ninety (90) days, the Parties may pursue any legal remedies available to them with respect to such dispute, including though not exclusively, enforcement of the maintenance obligations under this Agreement.

(c) Streetscape. Plaza Owner hereby grants and conveys to the City a non-exclusive easement for the installation, repair, maintenance and replacement of certain planters, trees, lighting, signage, and utilities serving such streetscape features, consistent with the City's streetscape program along Boone Avenue (the "Streetscape Facilities") on and over that portion of the East twelve feet (12.00') of the Plaza I Garage Parcel and the Plaza II Garage Parcel depicted as the "Streetscape Easement Area" on the Site Plan (the "Streetscape Easement Area"), together with the right of access on, over, under and across the Plaza I Garage Parcel and the Plaza II Garage Parcel as is reasonably necessary to install, maintain, repair and replace the Streetscape Facilities. The City shall repair and maintain such Streetscape Facilities in good working condition and in accordance with applicable laws and regulations, at its sole cost and expense. Nothing in this Agreement operates to alter or amend maintenance and repair obligations for the Streetscape Facilities that may be contained in other agreements between the parties. In the event Plaza Owner believes the City has failed to maintain the Streetscape Facilities in good working condition and in accordance with applicable laws and regulations, Plaza Owner may give the City written notice thereof and if the City agrees (acting reasonably and in good faith), the City shall be obligated to conduct such maintenance and correct such deficiency, at its cost, within a commercially reasonable period of time given the nature and extent of the circumstances. If the City does not agree that it has failed to maintain the Streetscape Facilities in good working condition and in accordance with applicable laws and regulation, City and Plaza Owner shall meet to discuss the matter in good faith and cooperate to reach a resolution. At least one meeting shall be held and it shall be attended by individuals representing both Parties with authority to make final decisions as to the issues in dispute. If no resolution of the dispute is reached within ninety (90) days, the Parties may pursue any legal remedies available to them with respect to such dispute,

including though not exclusively, enforcement of the maintenance obligations under this Agreement.

For the purposes of this Agreement: (i) the Drainage Facilities, Water Facilities and Streetscape Facilities are sometimes collectively referred to as the “Facilities,” and (ii) the Drainage Easement Area, the Water Easement Area and the Streetscape Easement Area are sometimes collectively referred to as the “Easement Areas.”

2. **Protection of Improvements and Facilities.** The City acknowledges that Plaza Owner has existing improvements, underground facilities and above-ground amenities in and around the Easement Areas (collectively, the “Improvements”). Accordingly, the City agrees to take commercially reasonable precautions to protect the integrity and functionality of such existing Improvements during installation, repair, maintenance and replacement of the Facilities. To the extent of any damage or destruction to such Improvements, or to either the Plaza I Property or Plaza II Property, respectively, resulting from or arising out of the installation, operation, repair, maintenance or replacement of the Facilities, the City shall immediately provide notice to Plaza Owner and restore the damaged or destroyed Improvements to the condition the same were in prior to such damage or destruction. In the alternative due to the unique nature of the Improvements, Plaza Owner may agree to restore the damaged or destroyed Improvements, in which case, City shall pay Plaza Owner’s reasonable costs within thirty (30) days of receipt of an invoice.

The Plaza Owner agrees to take commercially reasonable precautions to protect the integrity and functionality of the Facilities during installation, repair, maintenance and replacement of the Improvements. To the extent of any damage or destruction to such Facilities resulting from or arising out of the installation, operation, repair, maintenance or replacement of the Improvements, Plaza Owner shall immediately provide notice to the City and restore the damaged or destroyed Facilities to the condition the same were in prior to such damage or destruction. In the alternative due to the unique nature of the Facilities, City may agree to restore the damaged or destroyed Facilities, in which case, Plaza Owner shall pay the City’s reasonable costs within thirty (30) days of receipt of an invoice.

3. **Descriptions.** Upon the reasonable request of any party, the other parties shall enter into an amendment to this Agreement in order to more specifically describe and delineate reasonable parameters for the Easement Areas based on the actual location of the Facilities and areas intended to be encompassed thereby.

4. **Litigation and Attorneys’ Fees.** In the event any party to this Agreement should bring suit against another party to enforce or interpret any provision hereof, the prevailing party in any such litigation shall be entitled to recover from the other party, in addition to any other relief granted as a result of such litigation, all costs and expenses of such litigation, including, but not limited to, reasonable attorneys’ fees and paralegal’s fees incurred prior to trial, at trial, on appeal and in connection with any administrative or bankruptcy proceedings.

5. **Indemnity.** The City shall indemnify and hold harmless Plaza Owner (to the extent allowable under Florida law, including the application of tort liability limitations under Section 768.28 of the Florida Statutes, as the same may be amended from time to time), and its

officers, owners, agents and employees from and against all claims, damages, losses, and expenses, arising out of or resulting from the acts or omissions of City, including without limitation, the failure of City to comply with the terms of this Agreement, except to the extent that any such claims, damages, losses and expenses are due to the gross negligence or willful misconduct of the Plaza Owner.

Plaza Owner shall indemnify and hold harmless the City and its officials and employees from and against all claims, damages, losses, and expenses, arising out of or resulting from the acts or omissions of Plaza Owner, including without limitation, the failure of Plaza Owner to comply with the terms of this Agreement, except to the extent that any such claims, damages, losses and expenses are due to the gross negligence or willful misconduct of the City.

6. **Estoppel Certificate.** Plaza Owner and the City shall each execute and deliver to the other, within fifteen (15) days after any written request therefor by the other party, a certificate addressed as indicated by the requesting party and stating (i) whether this Agreement is in full force and effect; (ii) whether this Agreement has been modified or amended in any respect; (iii) whether there are any existing defaults hereunder known to the party executing such certificate, and specifying the nature thereof; and (iv) such other matters as may be reasonably requested.

7. **Amendment.** This Agreement may not be terminated, modified or amended (other than pursuant to the terms of Section 3 hereof) except by an instrument in writing signed by each of the parties and any mortgagee(s) of the Plaza I Property, Plaza II Property and the City Hall Property.

8. **Binding Effect.** The easements herein granted by Plaza Owner shall run in favor of the City and its respective employees, contractors and other invitees. The terms and conditions of this Agreement shall run with the title to the Plaza I Property, Plaza II Property and the City Hall Property, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Plaza Owner and the City have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

(Signatures on Following Pages)

Signed, sealed and delivered in the presence of: **“PLAZA OWNER”**

**PIEDMONT-CNL TOWERS ORLANDO  
OWNER, LLC**, a Delaware limited liability  
company

BY: **PIEDMONT-CNL TOWERS ORLANDO,  
LLC**, a Delaware limited liability company, its  
sole member

BY: **PIEDMONT TOWERS ORLANDO  
MEMBER, LLC**, a Delaware limited liability  
company, its managing member

BY: **PIEDMONT OPERATING  
PARTNERSHIP, LP**, a Delaware limited  
partnership, its sole member

BY: **PIEDMONT OFFICE REALTY TRUST,  
INC.**, a Maryland corporation, its sole general  
partner

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of **PIEDMONT OFFICE REALTY TRUST, INC.**, a Maryland corporation, as sole general partner of **PIEDMONT OPERATING PARTNERSHIP, LP**, a Delaware limited partnership, as sole member of **PIEDMONT TOWERS ORLANDO MEMBER, LLC**, a Delaware limited liability company, as managing member of **PIEDMONT-CNL TOWERS ORLANDO, LLC**, a Delaware limited liability company, as sole member of **PIEDMONT-CNL TOWERS ORLANDO OWNER, LLC**, a Delaware limited liability company. He (She) is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public – State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**“CITY”**

CITY OF ORLANDO

Attest:

\_\_\_\_\_  
Amy Iennaco, Interim City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality (for the use  
and reliance of the City of Orlando, Florida  
only)

\_\_\_\_\_, 2016

\_\_\_\_\_  
Chief Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, \_\_\_\_\_ and  
\_\_\_\_\_, well known to me to be the Mayor and City Clerk, respectively, of the City  
of Orlando, 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Notary Public – State of Florida

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**Exhibit “A”**  
**Site Plan**