

This instrument was prepared by
and should be returned to:

Nicole Latham Carolan, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida 32789

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2017, by and between **KIRKMAN RALEIGH INVESTORS, LLC**, a Florida limited liability company (hereinafter referred to as the “Kirkman”), **KIRKMAN RALEIGH DECLARANT, LLC**, a Florida limited liability company (hereinafter referred to as the “Kirkman Declarant”), and the **CITY OF ORLANDO**, a Florida municipal corporation (hereinafter referred to as the “City”) (Kirkman, Kirkman Declarant and the City may hereinafter be referred to as the “Parties” or each a “Party”).

(Whenever used herein, the terms “Kirkman” and “City” shall include all of the parties to this instrument and their heirs, personal representatives, successors and assigns.)

W I T N E S S E T H :

WHEREAS, Kirkman is the fee simple owner of a certain tract of real property located in the City of Orlando, Orange County, Florida, and more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “Kirkman Property”); and

WHEREAS, Kirkman Declarant is the Declarant under that certain Declaration of Cross-Easements, Rights, Obligations and Restrictions recorded, or to be recorded, in the Public Records of Orange County, Florida, governing the use, maintenance and management of the Kirkman Property; and

WHEREAS, the City is the fee simple owner of a certain tract of real property located in the City of Orlando, Orange County, Florida, and more particularly described on **Exhibit “B”** attached hereto and incorporated herein by this reference (the “City Property”); and

WHEREAS, the Kirkman Property and the City Property are contiguous; and

WHEREAS, the City Property is currently improved with a stormwater retention area;
and

WHEREAS, as part of the proposed development of the Kirkman Property, Kirkman and the City have agreed that Kirkman will reconfigure the existing stormwater retention area and construct a new stormwater retention area which will lie situate on both the Kirkman Property

and the City Property; and

WHEREAS, the new stormwater retention area will service the Kirkman Property as well as the stormwater capacity of the existing stormwater retention area; and

WHEREAS, as part of the proposed development of the Kirkman Property, Kirkman and the City have also agreed that Kirkman may construct and use certain roadways and driveways over the City Property to access the Kirkman Property from Kirkman Road; and

WHEREAS, the Parties are desirous to set forth the terms and conditions of their agreements, as well as grant easements associated therewith, all in accordance with the terms and conditions below.

NOW THEREFORE, in consideration of the aforesaid premises, the provisions contained herein, the sum of Ten Dollars (\$10.00) in hand paid to the other party by each of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kirkman, Kirkman Declarant and the City do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference as material provisions of this Agreement.

2. **DRAINAGE EASEMENT.** The City hereby grants and conveys to and in favor of Kirkman and Kirkman Declarant, and each of their tenants, customers, licensees and invitees, a perpetual, non-exclusive easement for the construction, installation, maintenance, repair and replacement of stormwater drainage, retention and detention facilities contemplated by St. John's River Water Management District Environmental Resource Permit Application Number 20171-33 (the "Permit"), including, without limitation, a stormwater drainage pond (collectively, the "Drainage Facilities") over, through, upon and across that certain portion of the City Property indicated on **Exhibit "C"** attached hereto and incorporated herein by reference (the "Kirkman Drainage Easement Area"), together with the right to convey, drain, retain and detain stormwater generated on the Kirkman Property through and in the foregoing Drainage Facilities, along with a right of reasonable access to and from the Kirkman Drainage Easement Area to perform such installation, inspection, construction, use, operation, repair and maintenance as required by the Permit. Kirkman hereby grants and conveys to and in favor of the City a perpetual, non-exclusive easement to convey, drain, retain and detain stormwater through and in any of such Drainage Facilities located over, through, under and across that certain portion of the Kirkman Property more particularly described on **Exhibit "D"** (the "City Drainage Easement Area"). Notwithstanding anything herein to the contrary, Kirkman, Kirkman Declarant and the City agree that the amount of stormwater capacity that may be serviced by the Drainage Facilities shall be only such amounts as set forth in the Permit.

3. **MAINTENANCE.** Kirkman Declarant shall maintain and keep in good condition and repair, at its own expense, the Drainage Facilities, with the exception of any and all stormwater pipes or lines and related equipment (existing or hereinafter constructed) owned or used by the City and located within the existing drainage easement in favor of the City reflected in the plat of METROWEST UNIT THREE, Plat Book 22, Page 123, Public Records of

Orange County, Florida, up to the point of connection to the stormwater drainage pond contemplated by the Permit (collectively, the "City's Equipment"). The City shall maintain and keep in good condition and repair, at its own expense, the City's Equipment. Notwithstanding the foregoing, if any of the Drainage Facilities or the City's Equipment are damaged due to the negligence or willful misconduct of a Party or such Parties' employees, contractors, agents or invitees, the Party causing such damage shall bear the entire cost of repair or reconstruction.

4. **ACCESS EASEMENT.** The City hereby grants and conveys to and in favor of Kirkman and Kirkman Declarant, and each of their tenants, customers, licensees and invitees, a perpetual, non-exclusive, ingress, egress, and access easement over, through, upon, across those certain driveways and roadways indicated on **Exhibit "E"** attached hereto and incorporated herein by reference (the "Access Easement Area"), to be hereafter constructed by Kirkman and maintained by Kirkman Declarant, for the purposes of vehicular and pedestrian ingress and egress and access to and from Kirkman Road for the benefit of the Kirkman Property, along with a right of reasonable access to and from the Access Easement Area to perform installation, inspection, construction, use, operation, repair and maintenance of such driveways and roadways (the "Kirkman Access Easement"). Kirkman Declarant shall maintain and keep in good condition and repair, at its own expense, such driveways and roadways. Notwithstanding the foregoing, if any of such driveways or roadways are damaged due to the negligence or willful misconduct of the City or the City's employees, contractors, agents or invitees, the City shall bear the entire cost of repair or reconstruction.

5. **KIRKMAN ENVIRONMENTAL INDEMNITY.** Kirkman covenants that Kirkman will not cause or permit to exist, as a result of any intentional or unintentional act or omission on the part of Kirkman, its employees, contractors, agents or invitees, a release, discharge, spill, leakage, emission, pumping, pouring, emptying or dumping of a Hazardous Substance into the City Property. In the event Kirkman breaches the terms of this Section 5, Kirkman shall, at its own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the City Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws, and shall further pay or cause to be paid, at no expense to the City, all clean-up, administrative, and enforcement costs of applicable governmental agencies which may be asserted against the City Property or the owner thereof. Kirkman hereby agrees to indemnify, reimburse, defend and hold harmless the City, its officers, directors, employees, successors and assigns, from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, clean-up costs, attorneys', paralegals', consultants' or experts' fees and disbursements and costs of litigation) which may at any time be imposed upon, incurred by or asserted or awarded against the City directly or indirectly, related to or resulting from: (i) any acts or omissions of Kirkman, its agents, employees or contractors at, on or about the Kirkman Property or the City Property which contaminate air, soils, surface waters or groundwaters over, on or under the City Property; (ii) the breach of any representation or warranty under this Agreement by Kirkman; and (iii) any environmental damage caused, in whole or in part, by the manufacture, processing, distribution, use, handling, transportation, treatment, storage or disposal of any Hazardous Substance by Kirkman, its agents, employees or contractors. Kirkman's indemnification obligation under this Section 5 shall continue, survive

and remain in full force and effect notwithstanding the termination of this Agreement. The failure of the City to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against the City, nor excuse Kirkman from its obligations hereunder. Any waiver of such right or remedy must be in writing and signed by the City. This indemnity is subject to enforcement at law and/or equity, including actions for damages and/or specific performance.

For the purposes of this Agreement, "Environmental Laws" shall mean any federal, state or local statutory or common law, ordinance, rule or regulation, whether now in existence or established and enacted in the future, relating to pollution or protection of the environment, including, without limitation, any common law of nuisance or trespass, and any law, rule or regulation relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemicals, or industrial, toxic or hazardous substances or waste into the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, chemicals, or industrial, toxic or hazardous substances or wastes. For the purposes of this Agreement, the term "Hazardous Substance" means: (i) any substance or material determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as the same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Section 376.301(10), Florida Statutes, as the same may be amended from time to time; (ii) asbestos; (iii) radon; (iv) polychlorinated biphenyls (PCBs); and (v) such other materials, substances or waste which are otherwise dangerous, hazardous, harmful or deleterious to human health or the environment.

6. **CITY ENVIRONMENTAL INDEMNITY.** The City covenants that the City will not cause or permit to exist, as a result of any intentional or unintentional act or omission on the part of the City, its employees, contractors, agents or invitees, a release, discharge, spill, leakage, emission, pumping, pouring, emptying or dumping of a Hazardous Substance into the Kirkman Property. In the event the City breaches the terms of this Section 6, the City shall, at its own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Kirkman Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws, and shall further pay or cause to be paid, at no expense to Kirkman, all clean-up, administrative, and enforcement costs of applicable governmental agencies which may be asserted against the Kirkman Property or the owner thereof. To the extent allowed by law, up to the statutory limit as set forth in Section 768.28, Florida Statutes, the City hereby agrees to indemnify, reimburse, defend and hold harmless Kirkman, its officers, directors, employees, successors and assigns, from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, clean-up costs, attorneys', paralegals', consultants' or experts' fees and disbursements and costs of litigation) which may at any time be imposed upon, incurred by or asserted or awarded against Kirkman directly or indirectly, related to or resulting from: (i) any acts or omissions of the City, its agents, employees or contractors at, on or about the Kirkman Property or the City Property which contaminate air, soils, surface waters or groundwaters over, on or under the Kirkman

Property; (ii) the breach of any representation or warranty under this Agreement by the City; and (iii) any environmental damage caused, in whole or in part, by the manufacture, processing, distribution, use, handling, transportation, treatment, storage or disposal of any Hazardous Substance by the City, its invitees, agents, employees, or contractors, or through the City's Equipment. The City's indemnification obligation under this Section 6 shall continue, survive and remain in full force and effect notwithstanding the termination of this Agreement. The failure of Kirkman to enforce any right or remedy hereunder, or to promptly enforce any such right or remedy, shall not constitute a waiver thereof nor give rise to any estoppel against Kirkman, nor excuse the City from its obligations hereunder. Any waiver of such right or remedy must be in writing and signed by Kirkman. This indemnity is subject to enforcement at law and/or equity, including actions for damages and/or specific performance.

7. **KIRKMAN GENERAL INDEMNITY.** Kirkman shall be liable for and shall indemnify, hold harmless and defend the City and City's officers, employees, contractors, invitees, and agents and each of their successors and/or assigns (together with the City, the "City Indemnified Parties") with counsel reasonably acceptable to the City, from and against any and all damages, claims, costs, expenses, fines, liabilities and losses, or causes of action, including reasonable attorneys' fees and costs of suit incurred, arising from, out of or related to the exercise of rights under, or performance of, this Agreement by Kirkman and/or any of Kirkman's officers, employees, contractors, subcontractors, materialmen, mechanics, laborers, vendors, and/or invitees (together with Kirkman, the "Kirkman Parties"), including, without limitation, any mechanics liens and/or for any accident, injury to or death of persons or loss of property, any negligent act or omission of the Kirkman Parties, violations of this Agreement or the failure of the Kirkman Parties to comply with applicable laws. Kirkman shall further promptly repair and/or restore (or cause to be repaired and/or restored, as the case may be), at Kirkman's sole expense, any damage to the City's Equipment (and the City Property) or improvements thereon caused by any Kirkman Parties or in connection with the exercise of the rights granted by this Agreement to Kirkman, and in the event that any Kirkman Parties cause any such damage, Kirkman shall promptly restore lien-free any such damaged lands and/or improvements to its/their condition as existed prior to such damage at Kirkman's sole expense. Kirkman's obligations of repair, restoration and indemnity shall survive the termination of this Agreement.

8. **CITY GENERAL INDEMNITY.** To the extent allowed by law, up to the statutory limit as set forth in Section 768.28, Florida Statutes, the City shall be liable for and shall indemnify, hold harmless and defend Kirkman and Kirkman's affiliates, officers, directors, shareholders, employees, members, managers, partners, contractors, invitees, agents and mortgage lender(s) and each of their successors and/or assigns (together with Kirkman, the "Kirkman Indemnified Parties") with counsel reasonably acceptable to Kirkman, from and against any and all damages, claims, costs, expenses, fines, liabilities and losses, or causes of action, including reasonable attorneys' fees and costs of suit incurred, arising from, out of or related to the exercise of rights under, or performance of, this Agreement by the City and/or any of the City's officers, employees, contractors, subcontractors, materialmen, mechanics, laborers, vendors, and/or invitees (together with the City, the "City Parties"), including, without limitation, any mechanics liens and/or for any accident, injury to or death of persons or loss of

property, any negligent act or omission of the City Parties, violations of this Agreement or the failure of the City Parties to comply with applicable laws. The City shall further promptly repair and/or restore (or cause to be repaired and/or restored, as the case may be), at the City's sole expense, any damage to the Drainage Facilities (and the Kirkman Property) or improvements thereon caused by any City Parties or in connection with the exercise of the rights granted by this Agreement to the City, and in the event that any City Parties cause any such damage, the City shall promptly restore lien-free any such damaged lands and/or improvements to its/their condition as existed prior to such damage at the City's sole expense. The City's obligations of repair, restoration and indemnity shall survive the termination of this Agreement. The Parties agree that nothing in this Reciprocal Easement Agreement shall be deemed to be a waiver by the City of sovereign immunity as provided in Section 768.28, Florida Statutes.

9. **AGREEMENT FOR THE BENEFIT OF PARTIES.** This Agreement is made for the exclusive benefit of the parties hereto and their successors and assigns herein permitted and not for any third person; nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement.

10. **INSURANCE.** The City and Kirkman Declarant shall each obtain and maintain, at all times during the term of this Agreement, a commercial general liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence and at least Two Million Dollars (\$2,000,000) in the aggregate for bodily or personal injury or death and property damage occurring in or about the City Property or the Kirkman Property and naming each of the other Parties (and their mortgage lenders, if requested) as an additional insured. Prior to the exercise by the City, Kirkman or Kirkman Declarant of any rights under this Agreement, such party wishing to exercise a right shall provide certificates of insurance to the other party evidencing such coverage. Notwithstanding the preceding, the City is an authorized self-insurer in the State of Florida and shall provide, via its self-insurance program, the required coverage for general liability and for bodily or personal injury or death and property damage as set forth herein.

11. **ENFORCEMENT.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction.

12. **NOTICES.** Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the address of the parcel owner as reflected on the tax assessor's records for the affected parcel (and, with respect to Kirkman Declarant, the address for Kirkman as reflected on the tax assessor's records).

13. **COVENANTS RUNNING WITH THE LAND.** The terms, conditions and easements herein granted and conveyed, and any and all entitlements and obligations relative thereto as set forth and described in this Agreement, shall run with the lands burdened and

benefitted thereby and shall inure to the benefit of, and be binding upon, Kirkman and the City and their respective parcels, and their respective successors and assigns owning in fee simple all or any part of the lands burdened and benefitted thereby and any and all persons and entities claiming under them.

14. **GOVERNING LAW.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding brought pursuant to this Agreement shall be in Orange County, Florida.

15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived or discharged, except by an instrument in writing executed by the City, Kirkman Declarant and Kirkman (or their respective successors and assigns), which written document shall be recorded in the Public Records of Orange County, Florida. No prior oral or written agreement shall have any force or effect whatsoever unless contained within this Agreement.

16. **MISCELLANEOUS.** The headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations, and warranties as set forth herein, or limit the provisions or scope of any section herein nor shall headings be used in interpreting all or any portion of this Agreement.

17. **ATTORNEYS' FEES.** In the event any party hereto is required to employ the services of an attorney to enforce its rights hereunder against another party hereto, each Party is responsible for their own fees and costs associated therewith.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES:

KIRKMAN:

KIRKMAN RALEIGH INVESTORS,
LLC, a Florida limited liability company

Kirsten Davis
(Signature)

By: [Signature]

Name: Ryan P. Stahl

Title: Manager

Kirsten Davis
(Print Name)

Carolyn B. Stanley
(Signature)

Carolyn B. Stanley
(Print Name)

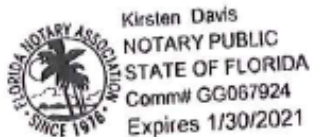
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of April, 2017, by Ryan P. Stahl, as Manager of KIRKMAN RALEIGH INVESTORS, LLC, a Florida limited liability company, on behalf of said company. S/he is personally known to me or produced _____ as identification.

Kirsten Davis
Notary Public Signature

Kirsten Davis
Notary Public Print Name



WITNESSES:

Kirsten Davis
(Signature)

Kirsten Davis
(Print Name)

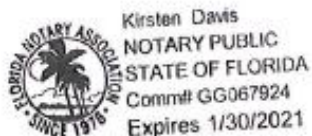
Carolyn B. Stanley
(Signature)

Carolyn B. Stanley
(Print Name)

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 13th day of April, 2017, by Ryan P. Stahl, as Manager of **KIRKMAN RALEIGH DECLARANT, LLC**, a Florida limited liability company, on behalf of said company. S/he is personally known to me or produced _____ as identification.



KIRKMAN DECLARANT:

KIRKMAN RALEIGH DECLARANT, LLC, a Florida limited liability company

By: [Signature]

Name: Ryan P. Stahl

Title: Manager

Kirsten Davis

Notary Public Signature

Kirsten Davis

Notary Public Print Name

CITY OF ORLANDO

(Signature)

(Print Name)

(Signature)

(Print Name)

By:_____

Name:_____

Title: Mayor/Pro Tem

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of THE CITY OF ORLANDO, on behalf of the city. S/He is personally known to me or produced _____ as identification.

Notary Public Signature

Notary Public Print Name

EXHIBIT “A”

DESCRIPTION OF KIRKMAN PROPERTY

Lots 9 and 10, METROWEST UNIT THREE, according to the plat thereof, as recorded in Plat Book 22, Page 123, Public Records of Orange County, Florida.

EXHIBIT “B”

DESCRIPTION OF CITY PROPERTY

TRACT A, METROWEST UNIT THREE, according to the plat thereof, as recorded in Plat Book 22, Page 123, Public Records of Orange County, Florida.

EXHIBIT "C"

DESCRIPTION OF KIRKMAN DRAINAGE EASEMENT AREA

LEGAL DESCRIPTION:

A PORTION OF TRACT "A" METRO WEST UNIT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 123 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 10 OF AFORESAID PLAT OF METRO WEST UNIT THREE; THENCE RUN S89°32'52"W, ALONG THE NORTH LINE OF AFORESAID TRACT "A", A DISTANCE OF 71.35 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, S00°26'52"E, A DISTANCE OF 140.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.33 FEET, A CENTRAL ANGLE OF 89°59'44", A CHORD BEARING OF S44°33'00"W AND A CHORD DISTANCE OF 34.41 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.22 FEET TO THE POINT OF TANGENCY; THENCE S89°32'52"W, A DISTANCE OF 199.31 FEET TO A POINT ON THE WEST LINE OF AFORESAID TRACT "A"; THENCE N00°27'08"W, ALONG THE WEST LINE OF SAID TRACT "A", A DISTANCE OF 165.14 FEET TO A POINT ON THE AFORESAID NORTH LINE OF SAID TRACT "A"; THENCE DEPARTING SAID WEST LINE, N89°32'52"E, ALONG SAID NORTH LINE, A DISTANCE OF 223.65 FEET TO THE POINT OF BEGINNING.

CONTAINING: 36,806 SQUARE FEET (0.845 ACRES), MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF TRACT A, A METRO WEST UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 123 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING S89°32'52"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

WILLIAM D. DONLEY DATE
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—
EXHIBIT C

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST

CITY OF ORLANDO FLORIDA



131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**KIRKMAN RALEIGH
INVESTORS, LLC**

DATE: 05/05/13
REV DATE:
SCALE 1" = N/A

PROJ: 50083253
DRAWN BY: MT
CHECKED BY: TRC

EXHIBIT "D"

DESCRIPTION OF CITY DRAINAGE EASEMENT AREA

LEGAL DESCRIPTION:

A PORTION OF LOT 10, METRO WEST UNIT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 123 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF AFORESAID LOT 10; THENCE RUN S89°32'52"W, ALONG THE NORTH LINE OF TRACT "A" OF SAID PLAT OF METRO WEST UNIT THREE, A DISTANCE OF 235.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE, S89°32'52"W, A DISTANCE OF 59.28 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "A"; THENCE DEPARTING SAID NORTH LINE, S00°27'08"E, ALONG SAID WEST LINE, A DISTANCE OF 165.14 FEET; THENCE DEPARTING SAID WEST LINE, S89°32'52"W, A DISTANCE OF 98.94 FEET; THENCE N00°27'08"W, A DISTANCE OF 438.09 FEET; THENCE N89°32'52"E, A DISTANCE OF 61.21 FEET; THENCE S00°27'08"E, A DISTANCE OF 93.58 FEET; THENCE S28°20'37"W, A DISTANCE OF 41.86 FEET; THENCE S61°39'23"E, A DISTANCE OF 81.11 FEET; THENCE N89°32'52"E, A DISTANCE OF 46.91 FEET; THENCE S00°00'00"W, A DISTANCE OF 103.62 FEET TO THE POINT OF BEGINNING.

CONTAINING: 43,371 SQUARE FEET (0.996 ACRES), MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF TRACT A, METRO WEST UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 123 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING S89°32'52"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
DATE
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 3

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—
EXHIBIT D

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST

CITY OF ORLANDO

FLORIDA



Dewberry

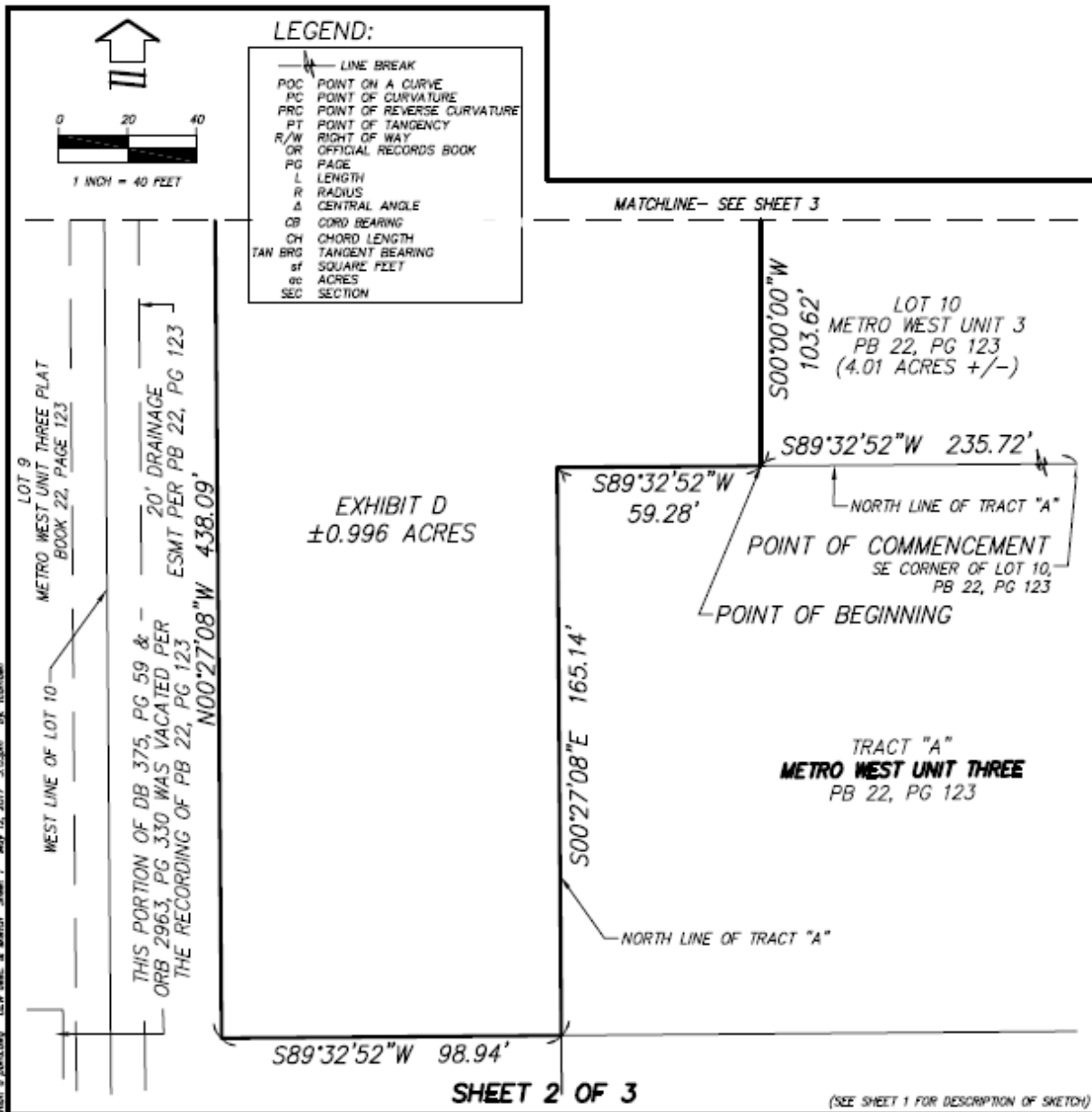
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

**KIRKMAN RALEIGH
INVESTORS, LLC**

DATE: 05/05/17
REV DATE:
SCALE 1" = N/A

PROJ: 50083253
DRAWN BY: MT
CHECKED BY: TRC



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—
EXHIBIT D

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST

CITY OF ORLANDO

FLORIDA



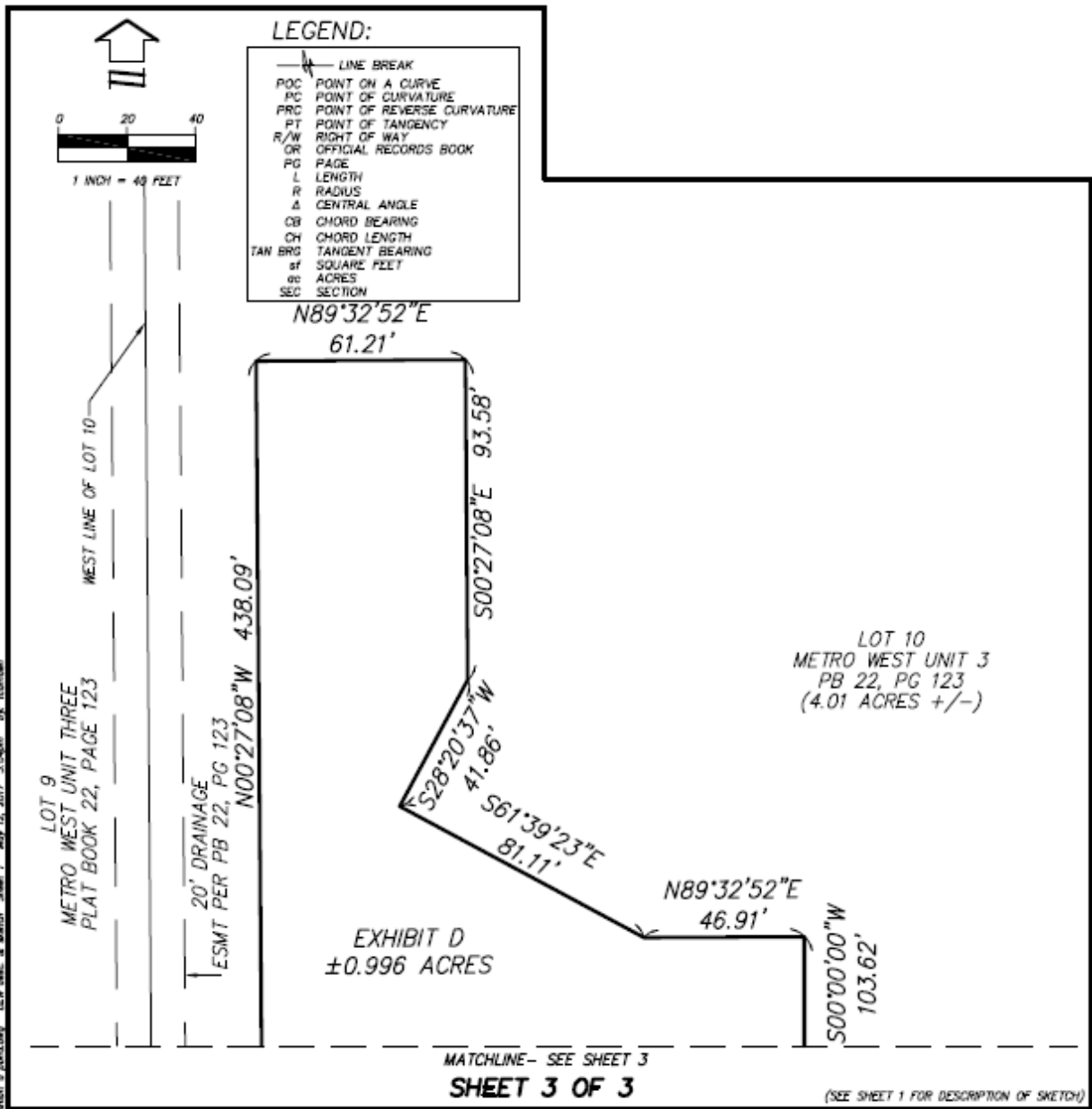
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PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**KIRKMAN RALEIGH
INVESTORS, LLC**

DATE: 05/05/17
REV DATE:
SCALE 1" = 40'

PROJ: 50083253
DRAWN BY: MT
CHECKED BY: TRC



SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—
EXHIBIT D

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST

CITY OF ORLANDO

FLORIDA



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104
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EXHIBIT "E"

DESCRIPTION OF ACCESS EASEMENT AREA

LEGAL DESCRIPTION:

A PORTION OF TRACT "A" METRO WEST UNIT THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 123 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 10 OF AFORESAID PLAT OF METRO WEST UNIT THREE; THENCE RUN S89°32'52"W, ALONG THE NORTH LINE OF AFOREMENTIONED TRACT "A", A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, S00°26'52"E, A DISTANCE OF 142.64 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 24.33 FEET, A CENTRAL ANGLE OF 86°27'15", A CHORD BEARING OF S47°13'30"E AND A CHORD DISTANCE OF 33.33 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.71 FEET TO THE END OF SAID CURVE; THENCE N89°33'11"E, A DISTANCE OF 35.73 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF KIRKMAN ROAD (STATE ROAD NO. 435) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION NO. 75270-2519; THENCE S00°27'08"E, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 30.34 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, S89°32'52"W, A DISTANCE OF 315.00 FEET TO A POINT ON THE WEST LINE OF AFOREMENTIONED TRACT "A"; THENCE N00°27'08"W, ALONG SAID WEST LINE, A DISTANCE OF 30.67 FEET; THENCE N89°32'52"E, A DISTANCE OF 199.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 24.33 FEET, A CENTRAL ANGLE OF 89°59'44", A CHORD BEARING OF N44°33'00"E AND A CHORD DISTANCE OF 34.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.22 FEET TO THE POINT OF TANGENCY; THENCE N00°26'52"W, A DISTANCE OF 140.81 FEET TO A POINT ON AFOREMENTIONED NORTH LINE OF TRACT "A"; THENCE N89°32'52"E, ALONG SAID NORTH LINE, A DISTANCE OF 31.34 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,070 SQUARE FEET (0.346 ACRES), MORE OR LESS.

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTH LINE OF TRACT A, METRO WEST UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGE 123 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS BEING S89°32'52"W.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.

WILLIAM D. DONLEY
PROFESSIONAL SURVEYOR & MAPPER
LICENSE NUMBER LS 5381
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

DATE

SHEET 1 OF 2

(SEE SHEET 2 FOR SKETCH OF DESCRIPTION)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

—OF—
EXHIBIT E

SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST

CITY OF ORLANDO

FLORIDA



Dewberry

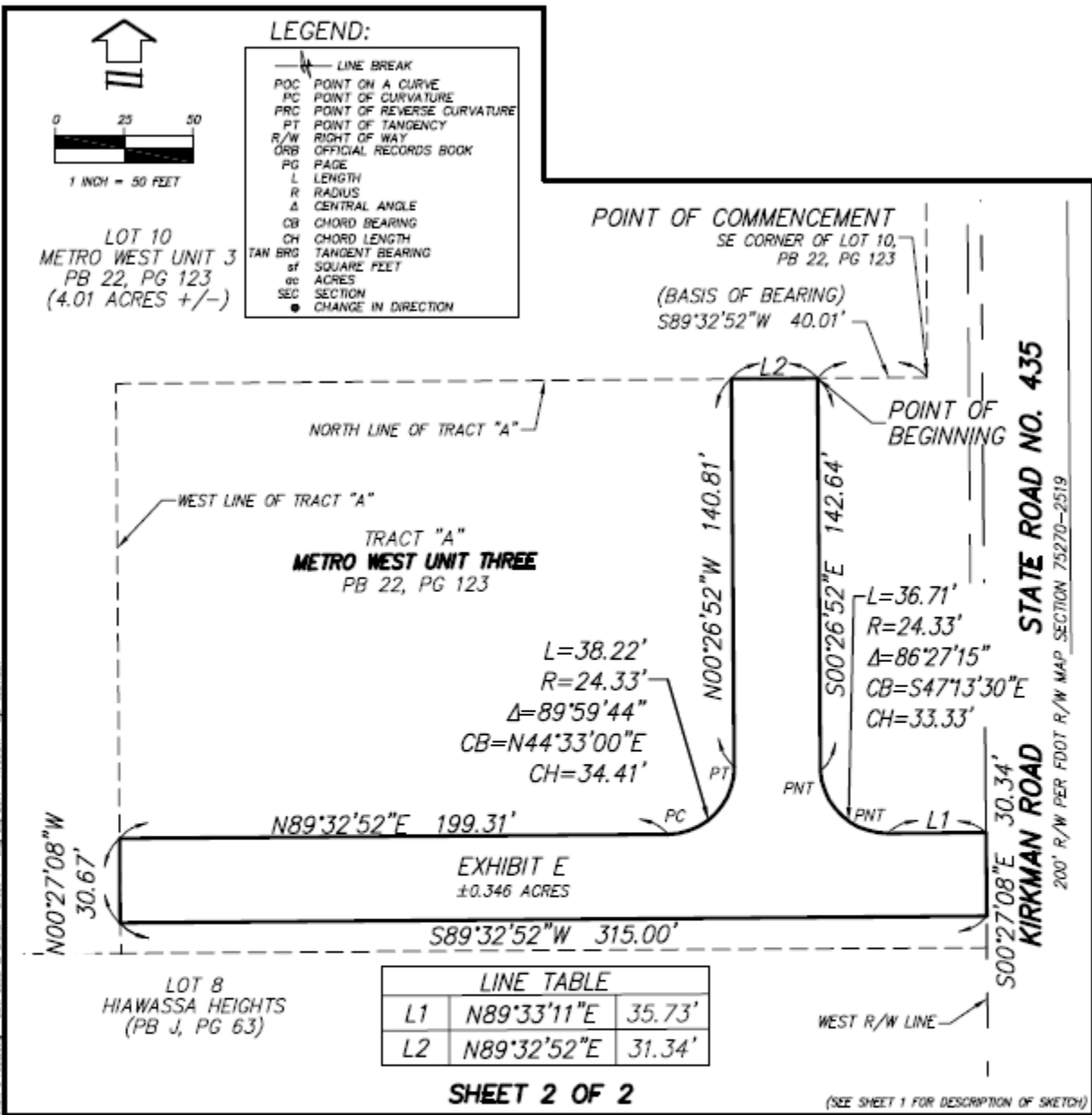
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:

**KIRKMAN RALEIGH
INVESTORS, LLC**

DATE: 05/05/17
REV DATE:
SCALE 1" = N/A

PROJ: 50081253
DRAWN BY: MT
CHECKED BY: TRC



<p>SKETCH OF DESCRIPTION</p> <p>—OF—</p> <p>EXHIBIT E</p> <p>SECTION 36, TOWNSHIP 22 SOUTH, RANGE 28 EAST</p> <p>CITY OF ORLANDO FLORIDA</p>	<p>Dewberry</p> <p>131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION No. LB 8011</p>	<p>PREPARED FOR:</p> <p>KIRKMAN RALEIGH INVESTORS, LLC</p> <p>DATE: 05/05/17 REV DATE: SCALE 1" = 50'</p> <p>PROJ: 50083253 DRAWN BY: MT CHECKED BY: TRC</p>
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JOINDER AND CONSENT

BRANCH BANKING AND TRUST COMPANY ("Mortgagee"), whose mailing address is 255 South Orange Avenue, Suite 1000, Orlando, Florida 32801, being the owner and holder of that certain Mortgage and Security Agreement dated January 12, 2017, recorded on January 13, 2017 as Document # 20170028244 in the Public Records of Orange County, Florida (the "Mortgage"), hereby subordinates the lien of the Mortgage to the easements granted in the above Reciprocal Easement Agreement. This subordination does not release any property from the lien and effect of the Mortgage, and does not otherwise amend or alter the Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed and delivered this Joinder and Consent as of this ____ day of _____, 2017.

BRANCH BANKING AND TRUST COMPANY

By: _____

Name: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as _____ of BRANCH BANKING AND TRUST COMPANY, on behalf of the Company, who is [] personally known to me or [] who produced _____ as identification.

Sign Name: _____

Notary Public

My Commission Expires: _____