

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING
SHOULD BE RETURNED TO:

Greenberg Traurig, P.A.
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801
Attn: Eric A. Castleson, Esq.

PARTIAL RELEASE OF
RIGHT-OF-WAY CONVEYANCE AND CONSTRUCTION AGREEMENT

THIS PARTIAL OF RIGHT-OF-WAY CONVEYANCE AND CONSTRUCTION AGREEMENT (“**Partial Release**”) is entered into this ____ day of May, 2018, by and among MOSS PARK PROPERTIES, LLLP, a Florida limited liability limited partnership (“**Moss Park**”), BEACHLINE SOUTH RESIDENTIAL, LLC, a Florida limited liability company (“**Developer**”), PAVE IT FORWARD SOUTH, LLC, a Florida limited liability company (“**Road Construction Manager**”), and the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida (“**City**”). Moss Park, Developer, Road Construction Manager and the City may be referred herein each as a “**Party**,” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, the Parties entered into that certain Right-of-Way Conveyance and Construction Agreement recorded November 30, 2016 as Document No. 20160621463, Public Records of Orange County, Florida (the “**ROW Agreement**”) which, among other things, provides certain rights and obligation in connection with the conveyance and construction of the Road ROW (as defined in the ROW Agreement); and

WHEREAS, the Parties agree to release a portion of the Property (as defined in the ROW Agreement) described in **Exhibit A**, attached hereto and made a part hereof (the “**Released Property**”); and

WHEREAS, the Parties agree to execute this Partial Release to evidence their agreement to release the Released Property from the ROW Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Defined Terms**. Capitalized terms shall have the same meaning ascribed to them in the ROW Agreement unless otherwise provided herein.

3. **Release.** The Parties hereby agree that the Released Property is hereby forever released from the terms and conditions of the ROW Agreement, and every part thereof. Accordingly, the Released Property is freed and cleared from the effect and encumbrance of the ROW Agreement; provided however, nothing herein contained shall in anyway impair, alter or diminish the effect or encumbrance of the ROW Agreement on the remaining part of the Property not hereby released therefrom.

4. **Ratification.** The Parties hereby ratify and reaffirm the terms of the ROW Agreement and agree that nothing contained herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the ROW Agreement except as herein expressly modified, and the ROW Agreement shall continue in full force and effect other than as to the Released Property.

5. **Counterparts; Electronic Signature.** This Partial Release may be executed in multiple counterparts, each of which shall be fully effective as an original and together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. Signatures to this Partial Release transmitted by telecopy (or scanned in pdf format sent by email transmission) shall be valid and effective to bind the Party so signing.

[signature pages follow]

THIS **PARTIAL RELEASE** is executed by the Parties effective as of the day and year first written above.

[confirm]

Two Witnesses:

“**Moss Park**”:

Print Name:_____

MOSS PARK PROPERTIES, LLLP, a
Florida limited liability limited partnership

Print Name:_____

By:_____
Name:_____
Title:_____
Dated:_____

Two Witnesses:

“**Developer**”:

Print Name:_____

BEACHLINE SOUTH RESIDENTIAL, LLC, a Florida limited liability company

Print Name:_____

By: Land Innovations, LLC, a Florida
limited liability company, Manager

By: Primo Land, LLC, a Florida
limited liability company,
Manager

By:_____
Jay A. Thompson, Manager
Dated:_____

Two Witnesses:

“**Road Construction Manager**”:

Print Name:_____

PAVE IT FORWARD SOUTH, LLC, a
Florida limited liability company

Print Name:_____

By:_____
Jay A. Thompson, Manager
Dated:_____

“City”:

CITY OF ORLANDO, FLORIDA

BY THE MAYOR / MAYOR PRO TEMPORE

Mayor /Mayor Pro Tempore

Print Name: _____

Date: _____

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
ORLANDO, FLORIDA

City Clerk

Print Name: _____

APPROVED AS TO FORM AND
LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF ORLANDO, FLORIDA

City Clerk

Print Name: _____

City Attorney

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ Moss Park Properties, LLLP, a Florida limited liability limited partnership, on behalf of the Partnership. He/she who [] is personally known to me or [] has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida _____
Commission Number: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jay A. Thompson, Manager of Primo Land, LLC, a Florida limited liability company, Manager of Land Innovations, LLC, a Florida limited liability company, Manager of Beachline South Residential, LLC, a Florida limited liability company, on behalf of the Company. He who [] is personally known to me or [] has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida _____
Commission Number: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jay A. Thompson, as Manager Pave It Forward South, LLC, a Florida limited liability company, on behalf of the Company. He who [___] is personally known to me or [___] has produced _____ as identification.

(SEAL)

Printed/Typed Name: _____
Notary Public-State of Florida _____
Commission Number: _____

EXHIBIT A

Released Property

[insert legal descriptions of 3rd, 4th and 5th Option Properties]