



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: November 25, 2020

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: William J. Blackham, Assistant Manager
Real Estate Management Division *AT For WB 4/30/2020*

FROM: Tamara Pelc, Senior Title Examiner
Real Estate Management Division *BGP TP*

CONTACT PERSON: **William J. Blackham, Assistant Manager**

DIVISION: **Real Estate Management**
Phone: (407) 836-7352

ACTION REQUESTED: Approval and execution of Shared Use Pond Easement Agreement between Calvary Assembly of God of Orlando, Florida, Inc. and Orange County and Shared Use Pond Easement Agreement between DRI/Maple Winter Park II, L.L.C. and Orange County and authorization to record instruments

PROJECT: Alexan North End – Phase II 19-E-015

District 5

PURPOSE: To provide for access, construction, operation, and maintenance of drainage facilities as a requirement of development.

ITEMS: Shared Use Pond Easement Agreement
Cost: Donation
Size: 38,460 square feet

Shared Use Pond Easement Agreement
Cost: Donation
Size: 1.165 acres

APPROVALS: Real Estate Management Division
County Attorney's Office
Public Works Department

REMARKS: County is executing the Shared Use Pond Easement Agreements to show acceptance of the terms and conditions.

Developer to pay all recording fees.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

DEC 15 2020

This Document Prepared by and
Return this Document to:

Orange County Real Estate Management Division
400 E. South St., 5th Floor
Orlando, FL 32801

Project: Alexan North End – Phase II 19-E-015
Parcel Id No(s): A portion of 12-22-29-6172-05020

SHARED USE POND EASEMENT AGREEMENT

THIS SHARED USE POND EASEMENT AGREEMENT (the “Agreement”), effective as of the latest day of execution (the 'Effective Date'), is entered into by and between CALVARY ASSEMBLY OF GOD OF ORLANDO, FLORIDA, INC., a Florida not for profit corporation, with its principal place of business at 1199 Clay Street, Winter Park, Florida 32789 (“Church Owner”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P. O. Box 1393, Orlando, Florida 32802-1393 (“County”) (Church Owner and County may hereinafter be collectively referred to individually as a “Party” and collectively as the “Parties”).

RECITALS:

WHEREAS, in connection with the operation of a church known as Calvary Orlando (the “Church Development”) on that property more particularly described in **Exhibit “A,”** attached hereto and made a part hereof (the “Church Property”), Church Owner operates a storm water retention pond and associated drainage facilities and outfall structures (collectively, the “Pond Improvements”) on that portion of the Church Property more particularly described in **Exhibit “B”** attached hereto and made a part hereof (the “Drainage Easement Area”).

WHEREAS, Church Owner desires to cause the Pond Improvements to be improved in accordance with the terms of that certain Storm Water Drainage Easement and Restrictive Covenant Agreement, between DRI/Maple Winter Park II, L.L.C., a Delaware limited liability company (“Multifamily Owner”) and Church Owner, dated June 14, 2019, recorded as Document #20190373724 in the Public Records of Orange County, Florida (the “REA”).

WHEREAS, in order to allow such improvements to the Pond Improvements (the “Pond Modifications”), the County desires for the Church Owner to grant the County certain easements and rights with respect to the shared use of the Pond Improvements, as set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and

other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Drainage Easement to County. Church Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the "Drainage Easement") over, under, upon, through, and across the Drainage Easement Area for stormwater drainage from the Oglesby Avenue public right of ways. County has no right to modify, relocate or expand the Pond Improvements, or to enter upon or use any other portion of Church Property with respect to the use of the Drainage Easement or otherwise. To the extent permitted by Section 768.28 of the Florida Statutes, County shall indemnify, defend and hold harmless Church Owner with respect to any and all claims, liabilities and expenses arising from the County's use of the Drainage Easement or entry upon the Church Property and attributable to the County's negligent acts or omissions or those of its officials and employees acting within the scope of their employment. Nothing herein is intended to act as a waiver of the County's sovereign immunity except as set forth in Section 768.28 of the Florida Statutes, and notwithstanding anything in this Agreement to the contrary, County shall not be liable to Church Owner under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

3. Construction of Pond Modifications. The Pond Modifications, which are to be performed by Multifamily Owner pursuant to the terms of the REA, shall be performed at no cost or expense to County. The Pond Modifications shall be constructed to County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the anticipated capacity from the Church Development, the development contemplated by Multifamily Owner, and the Crandon Avenue and Oglesby Avenue public right of ways. Except for the Pond Modifications, Church Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Church Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, and replace, as necessary, all portions of the Pond Improvements (the "Pond Maintenance"), in perpetuity, in accordance with County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.

5. Failure to maintain. In the event Church Owner fails or refuses to perform the Pond Maintenance as required above, and such failure continues for thirty (30) days after notice of same from County to Church Owner, then County shall have the right, but not the obligation, upon at least ten (10) days prior written notice, to enter upon the Drainage Easement Area and perform such maintenance as County reasonably deems necessary, at Church Owner's expense. In the event of an emergency, County may immediately enter upon the Drainage Easement Area and perform such maintenance as County reasonably deems necessary, at Church Owner's expense, without providing Church Owner with notice or an opportunity to perform the Pond Maintenance. Church Owner hereby grants perpetual access over, upon, under, across, and through the Drainage Easement Area as reasonably necessary for County to exercise its right to perform such maintenance (the "Pond Access Easement").

6. Permits and compliance; hazardous substances. Church Owner shall perform all the Pond Maintenance in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges from the Church Property into the Drainage Easement Area shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Church Owner shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released from the Church Property into or upon the Pond Improvements. In the event of any discharge and/or release not in compliance, as noted herein, Church Owner shall have ninety (90) days after the discovery of such by Church Owner or receipt of notice of same from County, to remedy such non-compliance, or such longer period as is reasonably required, provided Church Owner commences such remediation efforts within the 90-day period and thereafter diligently continues such efforts until completion. For purposes hereof, such efforts shall be deemed to include obtaining all required regulatory input and guidance related to such condition. If the non-compliance is not remedied within such 90-day period, County may, but shall not be obligated to, enter upon Church Property to remedy the non-compliance, or cause same to occur, at Church Owner's expense.

7. Modification, reconfiguration, or relocation of Pond Improvements, and/or Drainage Easement Area Church Owner may, upon thirty (30) days prior notice to County and with County's approval, modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area. Any such modification, reconfiguration, and/or relocation shall not be

commenced until approved by the County and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Church Owner failure to maintain or remedy non-compliance. In the event County exercises its rights in response to Church Owner's failure or refusal to (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 4 and 5 herein, and/or (ii) remedy a non-compliance as contemplated by Section 5 or 6 herein, County may assess any and all costs and expenses incurred by County against Church Owner. Church Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants running with the land. All of the covenants, obligations, terms, agreements, and restriction set forth herein (i) are intended to be, and shall be construed as, covenants running with the Church Property, (ii) shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties, and (iii) shall be binding upon the successors and assigns of the Church Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Church Property.

10. Continuing lien; delinquent payments. This Agreement shall serve as a continuing lien against the Church Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Church Owner has failed or refused to perform, including as contemplated by Sections 3, 4, 5, 6 and 8, herein. In the event Church Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Church Owner's asserted delinquency. Any such lien shall be subordinate to any first mortgage now or hereafter upon the Church Property.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes any prior understandings or agreements between the Parties with respect to County's use of the Pond Improvements.

12. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be

obtained, and addressed as follows:

Church Owner: Calvary Orlando
1199 Clay Street
Winter Park, Florida 32789
Attn: Manny Rosario

County: ORANGE COUNTY FLORIDA
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: County Administrator

With a copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839
Attn: County Engineer

13. Recordation. This Agreement shall be recorded, at Church Owner's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages.]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Bryan B. Burks

for Jerry L. Demings

Orange County Mayor

Date: 16 December 2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Craig A. Stopyla
Deputy Clerk
Print: Craig A. Stopyla



WITNESSES:

Noemi
Print Name: Noemi Rosario

Dell Rhue
Print Name: Dell Rhue

"CHURCH OWNER"

CALVARY ASSEMBLY OF GOD OF ORLANDO, FLORIDA, INC., a Florida not for profit corporation

By: Kevin Kringel

Print Name: Kevin Kringel

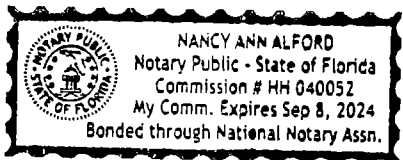
Title: Pastor / President

Date: 11-4-20

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of November, 2020, by Kevin Kringel Pastor/President of Calvary Assembly of God of Orlando, Florida, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



NOTARY PUBLIC Nancy A. Alford

Print Name: Nancy A. Alford

My Commission Expires: 9/8/2024

Exhibit "A"

Church Property

LOTS 1 THROUGH 3 INCLUSIVE AND LOTS 11, 12 AND 22 THROUGH 24 INCLUSIVE, BLOCK B, LAWNSDALE, AS RECORDED IN PLAT BOOK H, PAGE 118, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

LOTS 1, 2, 25, AND 26, BLOCK A, THE PINES, AS RECORDED IN PLAT BOOK H, PAGE 14, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

LOTS 2 THROUGH 19 INCLUSIVE AND LOTS 26 THROUGH 43 INCLUSIVE, BLOCK E, OLYMPIA HEIGHTS, AS RECORDED IN PLAT BOOK J, PAGE 61, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

AND

BLOCK A, LESS INTERSTATE NO. 4 RIGHT OF WAY, BLOCK G, ALL OF BLOCKS H AND I LYING EAST OF INTERSTATE NO. 4 RIGHT OF WAY, BLOCK J, ALL OF BLOCK O LYING EAST OF INTERSTATE NO. 4 RIGHT OF WAY, LESS LOTS 15 AND 24 BLOCK O, LAWNSDALE, AS RECORDED IN PLAT BOOK H PAGE 118, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Exhibit "B"

Drainage Easement Area

SKETCH OF DESCRIPTION

PROJECT: CRANDON AVENUE
PURPOSE: DRAINAGE EASEMENT

THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2

Description:

All of Lots 2, 3, 42 and 43 and a portion of Lots 4 and 41, Block E, Olympia Heights, according to the plat thereof as recorded in Plat Book J, Page 61, Public Records of Orange County, Florida, more particularly described as follows:

Begin at the Northeast corner of said Lot 2; thence run $S00^{\circ}39'08''E$ along the East line of said Lots 2 and 43, a distance of 280.05 feet; thence run $N89^{\circ}35'11''W$ along the South line of said Lots 41 through 43, a distance of 139.46 feet; thence run $N00^{\circ}12'32''E$, a distance of 280.00 feet; thence run $S89^{\circ}35'11''E$ along the North line of said Lots 2 through 4, a distance of 135.25 feet to the Point of Beginning.

Contains 38,460 Square Feet or 0.883 Acres, more or less.

SURVEYORS NOTES

1. Bearings based on the South right of way line of Crandon Avenue as Being $S89^{\circ}35'11''E$.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.



JAMES R. SHANNON JR., P.L.S. #1671
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTAMONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 08/30/2019

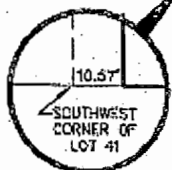
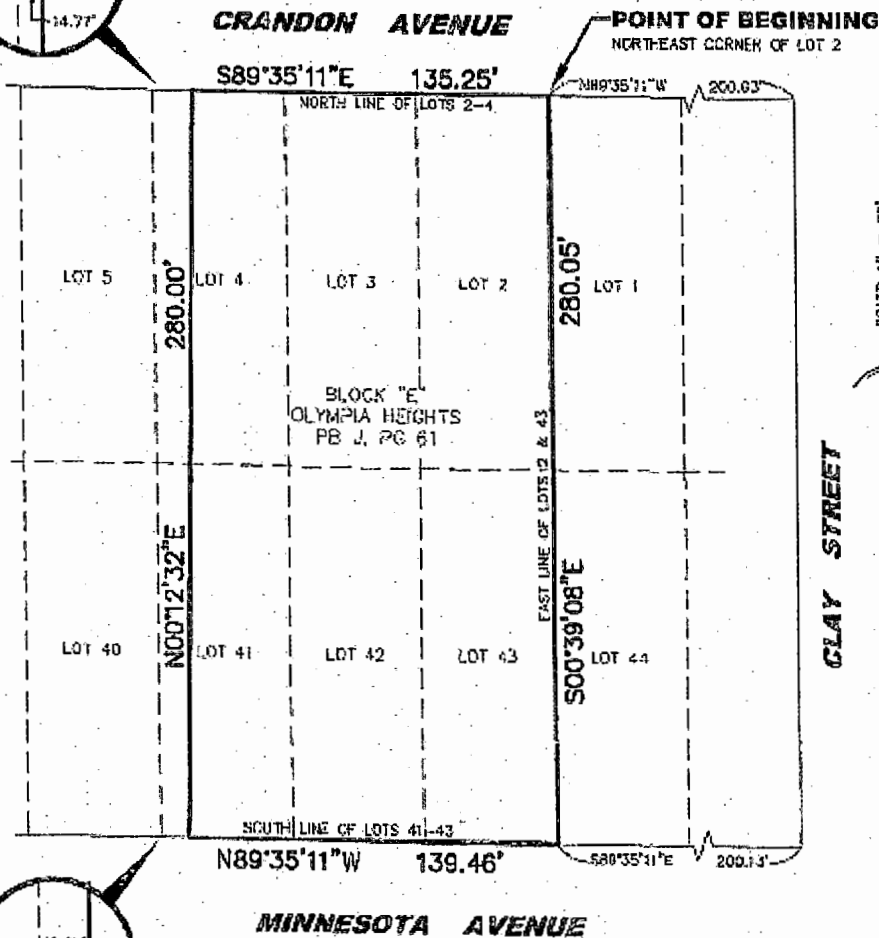
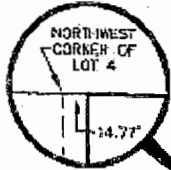
DRAWN BY: SE SCALE: 1" = 60'

12-22-29 PH2 STONM-SKETCH-2

SHEET 1 OF 2

SKETCH OF DESCRIPTION

PROJECT: CRANDON AVENUE
 PURPOSE: DRAINAGE EASEMENT
 THIS IS NOT A BOUNDARY SURVEY
 NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.
 499 NORTH S.R. 434 - SUITE 2045
 ALTAMONTE SPRINGS, FLORIDA, 32714
 (407) 774-8372 LB # 6898

DATE OF SURVEY: 09/30/2013
 DRAWN BY: JP SCALE: 1" = 80'
 12-22-29 FH2 STORM-SKETCH-2
 SHEET 2 OF 2

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
DEC 15 2020

This Document Prepared by and
Return this Document to:

Orange County Real Estate Management Division
400 E. South St., 5th Floor
Orlando, FL 32801

Project: Alexan North End – Phase II 19-E-015
Parcel Id No(s): A portion of 12-22-19-0106-01000

SHARED USE POND EASEMENT AGREEMENT

THIS SHARED USE POND EASEMENT AGREEMENT (the “Agreement”), effective as of the latest day of execution (the 'Effective Date'), is entered into by and between DRI/MAPLE WINTER PARK II, L.L.C., a Delaware limited liability company, with its principal place of business at 3715 Northside Parkway, Building 100, Suite 200, Atlanta, Georgia 30327 (“Multifamily Owner”) and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, whose mailing address is P. O. Box 1393, Orlando, Florida 32802-1393 (“County”) (Multifamily Owner and County may hereinafter be collectively referred to individually as a “Party” and collectively as the “Parties”).

RECITALS:

WHEREAS, in connection with the operation of a multifamily development known as Alexan WP II (the “Multifamily Development”) on that property more particularly described in **Exhibit “A,”** attached hereto and made a part hereof (the “Multifamily Property”), Multifamily Owner operates a storm water retention pond and associated drainage facilities and outfall structures (collectively, the “Pond Improvements”) on that portion of the Multifamily Property more particularly described in **Exhibit “B”** attached hereto and made a part hereof (the “Drainage Easement Area”).

WHEREAS, Multifamily Owner desires to cause the Pond Improvements to be improved in accordance with the terms of that certain Storm Water Drainage Easement and Restrictive Covenant Agreement, between Calvary Assembly of God of Orlando, Florida, Inc., a Florida not-for-profit corporation (“Church Owner”), and Multifamily Owner, dated June 14, 2019, recorded as Document #20190373724 in the Public Records of Orange County, Florida (the “REA”).

WHEREAS, in order to allow such improvements to the Pond Improvements (the “Pond Modifications”), the County desires for the Multifamily Owner to grant the County certain easements and rights with respect to the shared use of the Pond Improvements, as set forth

herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration and the covenants and promises of the parties hereto, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, it is thereupon understood and agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Drainage Easement to County. Multifamily Owner hereby grants to County a perpetual, non-exclusive easement for drainage purposes (the "Drainage Easement") over, under, upon, through, and across the Drainage Easement Area for stormwater drainage from the Oglesby Avenue public right of ways. County has no right to modify, relocate or expand the Pond Improvements, or to enter upon or use any other portion of Multifamily Property with respect to the use of the Drainage Easement or otherwise. To the extent permitted by Section 768.28 of the Florida Statutes, County shall indemnify, defend and hold harmless Multifamily Owner with respect to any and all claims, liabilities and expenses arising from the County's use of the Drainage Easement or entry upon the Multifamily Property and attributable to the County's negligent acts or omissions or those of its officials and employees acting within the scope of their employment. Nothing herein is intended to act as a waiver of the County's sovereign immunity except as set forth in Section 768.28 of the Florida Statutes, and notwithstanding anything in this Agreement to the contrary, County shall not be liable to Multifamily Owner under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

3. Construction of Pond Modifications. The Pond Modifications, which are to be performed by Multifamily Owner pursuant to the terms of the REA, shall be performed at no cost or expense to County. The Pond Modifications shall be constructed to County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements in a manner sufficient to adequately receive and process the anticipated capacity from the Multifamily Development, the development contemplated by Church Owner, and the Crandon Avenue and Oglesby Avenue public right of ways. Except for the Pond Modifications, Multifamily Owner and its heirs, successors, and assigns agree not to build, construct, or create, or permit others to build, construct, or create any building(s) or other

structure(s) that may interfere with the normal operation or maintenance of the Pond Improvements.

4. Maintenance of the Pond Improvements. Multifamily Owner hereby agrees, at no cost or expense to County, to inspect, maintain, repair, and replace, as necessary, all portions of the Pond Improvements (the "Pond Maintenance"), in perpetuity, in accordance with County standards and in compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements.

5. Failure to maintain. In the event Multifamily Owner fails or refuses to perform the Pond Maintenance as required above, and such failure continues for thirty (30) days after notice of same from County to Multifamily Owner, then County shall have the right, but not the obligation, upon at least ten (10) days prior written notice, to enter upon the Drainage Easement Area and perform such maintenance as County reasonably deems necessary, at Multifamily Owner's expense. In the event of an emergency, County may immediately enter upon the Drainage Easement Area and perform such maintenance as County reasonably deems necessary, at Multifamily Owner's expense, without providing Multifamily Owner with notice or an opportunity to perform the Pond Maintenance. Multifamily Owner hereby grants perpetual access over, upon, under, across, and through the Drainage Easement Area as reasonably necessary for County to exercise its right to perform such maintenance (the "Pond Access Easement").

6. Permits and compliance; hazardous substances. Multifamily Owner shall perform all the Pond Maintenance in strict compliance with all applicable local, state, and federal laws, rules, permits, and regulatory standards and requirements and shall ensure that all storm water discharges from the Multifamily Property into the Drainage Easement Area shall comply with all applicable local, state, and federal codes, laws, statutes, rules, regulations, and/or requirements. Furthermore, Multifamily Owner shall not cause or allow any hazardous or toxic substance or other contaminant regulated under any local, state, or federal code, law, statute, rule, regulation, and/or requirement to be discharged and/or released from the Multifamily Property into or upon the Pond Improvements. In the event of any discharge and/or release not in compliance, as noted herein, Multifamily Owner shall have ninety (90) days after the discovery of such by Multifamily Owner or receipt of notice of same from County, to remedy such non-compliance, or such longer period as is reasonably required, provided Multifamily Owner commences such remediation efforts within the 90-day period and thereafter diligently continues such efforts until completion. For purposes hereof, such efforts shall be deemed to include obtaining all required regulatory input and guidance related to such condition. If the non-compliance is not remedied within such 90-day period, County may, but shall not be obligated to, enter upon Multifamily Property to remedy the non-compliance, or cause same to occur, at Multifamily Owner's expense.

7. Modification, reconfiguration, or relocation of Pond Improvements. and/or Drainage Easement Area Multifamily Owner may, upon thirty (30) days prior notice to County and with County's approval, modify, reconfigure, and/or relocate the Pond Improvements and/or Drainage Easement Area. Any such modification, reconfiguration, and/or relocation shall not be commenced until approved by the County and memorialized by formal amendment to this Agreement executed and recorded with equal formality.

8. Costs for Multifamily Owner failure to maintain or remedy non-compliance. In the event County exercises its rights in response to Multifamily Owner's failure or refusal to (i) perform the Pond Maintenance to County's satisfaction, as contemplated by Sections 4 and 5 herein, and/or (ii) remedy a non-compliance as contemplated by Section 5 or 6 herein, County may assess any and all costs and expenses incurred by County against Multifamily Owner. Multifamily Owner shall pay all such amounts, including fines and penalties, if any, to County no later than thirty (30) days after the date of a written demand by County.

9. Covenants running with the land. All of the covenants, obligations, terms, agreements, and restriction set forth herein (i) are intended to be, and shall be construed as, covenants running with the Multifamily Property, (ii) shall be binding and inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of the Parties, and (iii) shall be binding upon the successors and assigns of the Multifamily Owner and upon any person, firm, corporation, or entity who may become a successor in interest to the Multifamily Property.

10. Continuing lien: delinquent payments. This Agreement shall serve as a continuing lien against the Multifamily Property to secure payment to County of any costs incurred by County in exercising its rights to perform any actions which Multifamily Owner has failed or refused to perform, including as contemplated by Sections 3, 4, 5, 6 and 8, herein. In the event Multifamily Owner fails to remit timely payment to County pursuant to County's written demand by the due date thereof: (i) such unpaid funds shall bear interest until paid at the legal rate set by the State of Florida, and (ii) County may, but shall not be obligated to, record a notice of lien in the Public Records of Orange County, Florida, to provide additional public notice of the lien and of Multifamily Owner's asserted delinquency. Any such lien shall be subordinate to any first mortgage now or hereafter upon the Multifamily Property.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes any prior understandings or agreements between the Parties with respect to County's use of the Pond Improvements.

12. Notices. Any notices which may be permitted or required hereunder shall be in

writing and shall be deemed to have been duly given, whether or not actually received, as of the date and time the same are personally delivered; transmitted electronically (i.e., by telecopier device); within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

Multifamily Owner: 3715 Northside Parkway
Building 100, Suite 200
Atlanta, Georgia 30327
Attn: Jim Berardinelli

County: ORANGE COUNTY FLORIDA
P.O. Box 1393
Orlando, Florida 32802-1393
Attn: County Administrator

With a copy to: Orange County Public Works Department
4200 S. John Young Parkway
Orlando, FL 32839
Attn: County Engineer

13. Recordation. This Agreement shall be recorded, at Multifamily Owner's expense, in the Public Records of Orange County, Florida, within thirty (30) days after the Effective Date.

14. Modification of Agreement. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties hereto and with equal formality herewith.

[Signatures on the following pages.]

IN WITNESS WHEREOF, the Parties have signed and sealed these presents effective as of the day and year written below each signature.

“COUNTY”

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

JL Jerry L. Demings
Orange County Mayor

Date: *16 December 2020*

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Craig A. Stopyla*
for Deputy Clerk
Print: *Craig A. Stopyla*



WITNESSES:

[Signature]

Print Name: STEVEN EPPS

Bryan Hicks

Print Name: Bryan Hicks

"MULTIFAMILY OWNER"

DRI/MAPLE WINTER PARK II, L.L.C., a Delaware limited liability company

By: SCH 122 Winter Park II, L.P., a Delaware limited partnership, its managing member

By: Maple Multi-Family Development, L.L.C., a Texas limited liability company, its general partner

By: [Signature]

Print Name: Jim Berardinelli

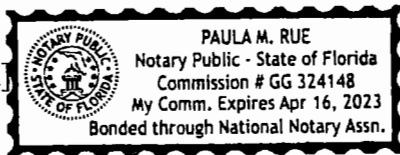
Title: Vice President

Date: 11/19/2020

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of November, 2020, by Jim Berardinelli, the Vice President of Maple Multi-Family Development, L.L.C., a Texas limited liability company, the general partner of SCH 122 Winter Park II, L.P., a Delaware limited partnership, the managing member of DRI/Maple Winter Park II, L.L.C., a Delaware limited liability company, on behalf of said company. He/she is personally known to me or has produced Jim Berardinelli as identification.

[Notary Seal]



NOTARY PUBLIC

Print Name: Paula M. Rue

My Commission Expires: 4/16/23

Exhibit "A"

Multifamily Property

PARCEL 1:

LOTS 4 THROUGH 8, INCLUSIVE, BLOCK D, OLYMPIA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK J, PAGE 61, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:

TRACT A

LOTS 1, 2, 3, 14, 31 THROUGH 43, INCLUSIVE, BLOCK D, OLYMPIA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK J, PAGE 61, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

TRACT B

LOTS 1, 2 AND 3, BLOCK G OF REPLAT OF OLYMPIA HEIGHTS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK N, PAGE 65, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Exhibit "B"

Drainage Easement Area

SKETCH OF DESCRIPTION

PROJECT: ALEXAN NORTH END PHASE II

PURPOSE: DRAINAGE EASEMENT

**THIS IS NOT A BOUNDARY SURVEY
NOT VALID WITHOUT SHEET 2**

DESCRIPTION:

That part of the Lot 1, Alexan North End Phase II, according to the plat thereof as recorded in Plat Book 101, Pages 133 and 134, Public Records of Orange County, Florida, more particularly described as follows:

Begin at the Southwest corner of said Lot 1; thence run $N00^{\circ}34'16''W$ along the West line of said Lot 1, a distance of 281.42 feet; thence run $S89^{\circ}36'54''E$, along the North line of said Lot 1, a distance of 50.01 feet; thence run $S00^{\circ}34'16''E$ along the East line of said Lot 1, a distance of 140.63 feet; thence run $S89^{\circ}36'04''E$, along the North line of said Lot 1, a distance of 261.72 feet; thence run $S00^{\circ}23'57''W$, a distance of 140.86 feet; thence run $N89^{\circ}35'11''W$ along the South line of said Lot 1, a distance of 309.34 feet to the Point of Beginning.

Contains 50,762 Square Feet or 1.165 Acres, more or less.

SURVEYORS NOTES

1. Bearings based on the South right of way line of Oglesby Avenue as being $S89^{\circ}36'54''E$.
2. I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.

SHANNON SURVEYING, INC.
499 NORTH S.R. 434 - SUITE 2045
ALTA MONTE SPRINGS, FLORIDA, 32714
(407) 774-8372 LB # 6898

DATE OF SURVEY: 10/26/2020

DRAWN BY: BP SCALE: 1" = 100'

ALEXAN NORTH END PH2-DRAINAGE-SKETCH

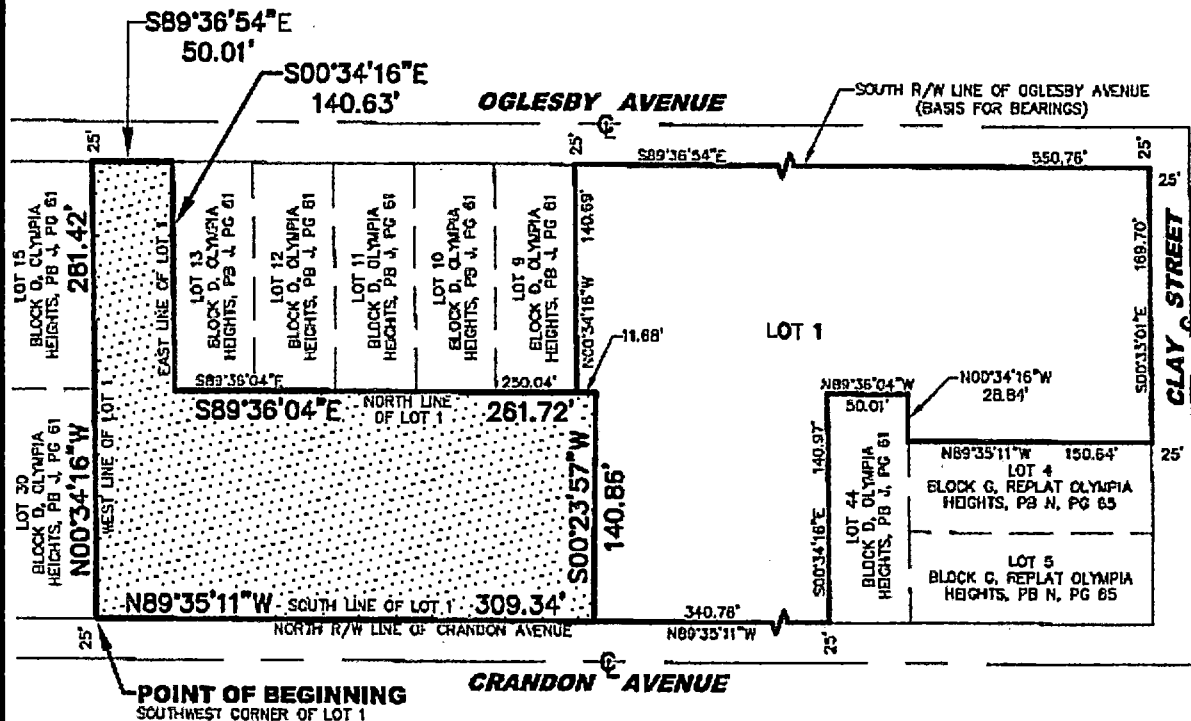
SHEET 1 OF 2

JAMES R. SHANNON JR., P.L.S. #4671
NOT VALID WITHOUT THE SIGNATURE AND THE
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH OF DESCRIPTION

PROJECT: ALEXAN NORTH END PHASE II
 PURPOSE: DRAINAGE EASEMENT

THIS IS NOT A BOUNDARY SURVEY
 NOT VALID WITHOUT SHEET 1



SHANNON SURVEYING, INC.
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DATE OF SURVEY: 10/26/2020
 DRAWN BY: BP SCALE: 1" = 100'
 ALEXAN NORTH END PH2-DRAINAGE-SKETCH
 SHEET 2 OF 2