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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 21 day of January, 1982, by and between ZOM LEE OFFICE CENTER I, INC., a Florida not-for-profit corporation, hereinafter referred to as "Center", and ZOM LEE SQUARE, LTD., a Florida limited partnership, hereinafter referred to as "Lee".

W I T N E S S E T H:

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WHEREAS, Lee is the Developer of ZOM LEE OFFICE CENTER I, a condominium, and submitted the real property described in Exhibit "A" attached hereto as Parcel A to the condominium form of ownership by Declaration of Condominium recorded January 15, 1982, in Official Records Book 3253, Pages 171 through 224, Public Records of Orange County, Florida; and

WHEREAS, Lee is the Owner of the real property described in Exhibit "B" attached hereto as Parcel B, such property lying northerly of Parcel A; and

WHEREAS, the submission of Parcel A to condominium ownership was expressly subject to easements for ingress, egress and utilities as described in the recorded Declaration; and

WHEREAS, Center has been formed to operate ZOM LEE OFFICE CENTER I, a Condominium, as provided by the Florida Condominium Act; and

WHEREAS, Lee and Center each desire to grant to the other and to each of their respective successors in interest, certain easements in, over, under and across Parcels A and B and desire to set out the terms and conditions of use and maintenance of the easements stated herein and reserved in the Declaration.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained and to be observed and performed by each of the parties hereto, each of the parties hereto covenants and agrees as follows:

1. Center, on behalf of all present and future owners of condominium units in ZOM LEE OFFICE CENTER I, a Condominium, does hereby grant to Lee, and Lee does hereby grant to Center and all present and future owners of condominium units in ZOM LEE OFFICE CENTER I, a Condominium, and to the respective successors in interest, devisees and assigns of each of them, and to each and every person, firm, entity or corporation hereinafter owning any portion of Parcels A or B for the benefit of all said grantees, as well as for the benefit of each of their respective officers, tenants, employees, agents, customers, business visitors, guests, licensees, invitees and all other persons lawfully upon any portion of the land described on Exhibit "A" or "B", a mutual, reciprocal and non-exclusive easement, right and privilege of use, both pedestrian and automotive, for the purpose of ingress, egress, passage and parking on the areas provided for such on Parcels A and B from time to time. The easement for ingress and egress herein granted to the owners from time to time of Parcel B shall extend to and include the driveways described on Exhibit "C", attached hereto and made a part hereof, in addition to other areas on Parcels A and B provided from time to time for the purpose of ingress, egress, passage and parking.

(a) It is agreed that the aforementioned easement is granted solely to the owners from time to time of Parcels A and B

THIS INSTRUMENT PREPARED BY:
JOHN R. SIMPSON, JR.
MAGUIRE, VOORHIS & WELLS, P.A.
Two South Orange Plaza
Post Office Box 633
Orlando, Florida 32802

ORANGE COUNTY
279053
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JAN 21 '82
PB 1525
00.45

or any part thereof, and that the grant of such easements, rights and privileges, as well as the benefits from said grant, is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

(b) Center and Lee do hereby grant to the other and to their respective successors in interest, devisees and assigns, an easement to come upon Parcels A and B respectively, to perform any work which must be performed to maintain the easement of ingress, egress and parking as set forth herein.

(c) All easements as specified herein are to be superior to all leases, sales, conveyances, transfers, assigns, contracts, mortgages and other encumbrances and documents in any way affecting Parcel A or B and any party foreclosing any such mortgage, or other encumbrances, and all persons or entities acquiring title or an interest in any portion of Parcels A or B shall acquire and hold the title of such property or any portion thereof subject to the aforementioned easement.

2. Maintenance. Center, with respect to Parcel A, and Lee, with respect to Parcel B, does each hereby agree and covenant for themselves and their respective successors in interest, at all times during the term of this Agreement, to maintain or cause to be maintained the easement of ingress, egress and parking on their respective parcels in a state of good order and repair and in a safe, clean, sanitary and tenantable condition, free and clear of rubbish, debris or other hazards to persons using the same and to make all repairs, replacements and improvements necessary to so maintain such easements so that they will provide ingress, egress and parking to the parties, their respective successors and assigns as provided in this Agreement. The total annual maintenance expense shall be borne one-third (1/3) by the owner or owners of Parcel A and two-thirds (2/3) by the owner or owners of Parcel B; provided, however, that the owners of Parcel B shall not be required to contribute toward the maintenance expense until improvements are constructed on Parcel B and a Certificate of Occupancy is issued by the appropriate governmental body for the first such improvement. Maintenance expenses to be shared as provided above shall include pavement repair, resurfacing and cleaning, parking lot lighting, parking lot drainage, and any other direct expense of maintaining, repairing, replacing, policing, insuring and lighting the parking lots and access roadways as required by this Agreement. The owners of Parcels A and B shall advance the costs of maintaining their respective Parcels and shall render an accounting of such costs to each other and make the necessary adjustments at least annually.

3. Erection of Barricades. The parties hereto agree that they shall not erect or permit the erection of any curbing, fencing or other barriers or obstructions on Parcels A or B that will in any way interfere with the use of said easement. Said easement shall be open at all times for the free use thereof as intended herein, provided, however, that all reasonable efforts shall be made to provide an integrated design of the respective developments including green belt spaces and the like.

Notwithstanding the foregoing, the owners of Parcels A and B shall have the right, one day in each calendar year but more often if legally desirable, to erect barriers or chains for the purpose of blocking off access to Parcel A and Parcel B to avoid the possibility of dedicating the same for public use, it being mutually agreed, nevertheless, that, if possible, such barriers or chains shall be erected for such purpose at a time or upon a day, when the businesses operating on Parcels A and B are not open for business.

4. Indemnification. Center, with respect to Parcel A, and Lee, with respect to Parcel B, hereby agree to indemnify and save the other party, and their respective successors in interest,

heirs, grantees, devisees and assignees, tenants, licensees, invitees and agents harmless from any and all claims for injury or death to persons or damage to or loss of property arising out of or alleged to have arisen out of or occasioned by the construction, use, operation and maintenance of the buildings, improvements, structures, parking areas, utilities, driveways, sidewalks and landscaped areas on each party's said respective Parcel, unless such damage or injury shall have been due to the negligence of such other party, or their respective successors, devisees, assignees, agents, tenants, licensees or invitees.

5. Covenants Running With the Land. All the covenants, terms, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors in interest, devisees, grantees, heirs and assignees upon the terms, provisions and conditions herein set forth.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals, the day and year first above written.

WITNESSES:

Sandra Valenza
Sharon L. Hoffmann

ZOM LEE OFFICE CENTER I, INC.

By: David V. Cragg
DAVID V. CRAGG, President

Sandra Valenza
Sharon L. Hoffmann

ZOM LEE SQUARE, LTD.

By: Alan M. Altshuler
ALAN M. ALTSHULER,
General Partner

Sandra Valenza
Sharon L. Hoffmann

By: David V. Cragg
DAVID V. CRAGG,
General Partner

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID V. CRAGG, well known to me to be the President of ZOM LEE OFFICE CENTER I, INC., the corporation named in the foregoing instrument, and that he acknowledged executing the same on behalf of the corporation in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of January, 1982.

Sandra Valenza
NOTARY PUBLIC

My Commission Expires:



Notary Public, Florida, State at Large
My Commission Expires Feb. 9, 1985
Bonded thru Jedic Insurance Agency

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID V. CRAGG and ALAN M. ALTSHULER, as General Partners of ZOM LEE SQUARE, LTD., a Florida limited partnership, to me known to be the persons described in and who executed the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of January, 1982.

Sandra Valenza
NOTARY PUBLIC

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Feb. 9, 1985
Bonded thru Jedco Insurance Agency



- Attachments: Exhibit "A" - Parcel A
Exhibit "B" - Parcel B
Exhibit "C" - Driveway

EXHIBIT A

Parcel A

That portion of Lots 6 and 7, Holden Brothers Subdivision of West Winter Park, as Recorded in Plat Book "A", Page 62, Public Records of Orange County, Florida described as follows:

Commence at the Southeast Corner of said Lot 6; thence N 02°07'51"W., along the East Line of said Lot 6, a distance of 20.0 feet to the Point of Beginning, said Point being on the North Right of Way Line of Lee Road; thence S.88°34'34"W., along said North Right of Way Line, a distance of 397.55 Feet to the Southeast Corner of Lot 1, Block "D" of Albert Lee Ridge, First Addition, as Recorded in Plat Book "U", Page 54, Public Records of Orange County, Florida; thence N. 01°57'11"W., along the East Line of Block "D" of said Albert Lee Ridge, First Addition, a distance of 252.34 feet; thence N.88°34'34"E., along a line that is 252.33 feet North of and parallel with aforesaid North Right of Way Line, a distance of 396.77 feet to a point on the East Line of said Lot 6; thence S.02°07'51"E., along said East Line, 252.35 feet to the Point of Beginning.

Containing 2.301 Acres.

EXHIBIT B

Parcel B

Lot 6 and that part of Lot 7 lying East of Albert Lee Ridge, First Addition, as recorded in Plat Book "U", on Page 54, Public Records of Orange County, and that part of the 30 foot platted Right of Way lying North of and adjacent to the above, (subject to Right of Way for Lee Road). All being in Holden Brothers Subdivision of West Winter Park, as recorded in Plat Book "A", on Page 62, Public Records of Orange County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

That portion of Lots 6 and 7, Holden Brothers Subdivision of West Winter Park, as Recorded in Plat Book "A", Page 62, Public Records of Orange County, Florida described as follows:

Commence at the Southeast Corner of said Lot 6; thence N 02°07'51"W., along the East Line of said Lot 6, a distance of 20.0 feet to the Point of Beginning, said Point being on the North Right of Way Line of Lee Road; thence S.88°34'34"W., along said North Right of Way Line, a distance of 397.55 Feet to the Southeast Corner of Lot 1, Block "D" of Albert Lee Ridge, First Addition, as Recorded in Plat Book "U", Page 54, Public Records of Orange County, Florida; thence N. 01°57'11"W., along the East Line of Block "D" of said Albert Lee Ridge, First Addition, a distance of 252.34 feet; thence N.88°34'34"E., along a line that is 252.33 feet North of and parallel with aforesaid North Right of Way Line, a distance of 396.77 feet to a point on the East Line of said Lot 6; thence S.02°07'51"E., along said East Line, 252.35 feet to the Point of Beginning.

Containing 2.301 Acres.

EXHIBIT C

Description (24' Ingress & Egress Easement to Northerly adjacent property)

A 24 foot wide strip of land described as follows:

Commence at the Southeast corner of Lot 6, Holden Brothers Subdivision of West Winter Park, as recorded in Plat Book "A", Page 62, Public Records of Orange County, Florida; thence N.02°07'51"W., along the East Line of said Lot 6, a distance of 20.0 feet to a point on the North Right of Way Line of Lee Road; thence S.88°34'34"W., along said North Right of Way Line, a distance of 50.00 feet to the Point of Beginning; thence continue S.88°34'34"W., along said North Right of Way Line, a distance of 24.00 feet; thence N.02°07'51"W., along a line 74.0 feet West of and parallel with the East Line of said Lot 6, a distance of 252.35 feet; thence N.88°34'34"E., along a line 252.35 feet North of and parallel with said North Right of Way Line, a distance of 24.00 feet, thence S.02°07'51"W., along a line 50 feet West of and parallel with the East Line of said Lot 6, a distance of 252.35 feet to the Point of Beginning.

Containing 6,056 Square Feet or 0.139 Acres.

RECORDED & RECORD VERIFIED

Thomas H. Locker

County Comptroller, Orange Co., Fla.