Prepared by: W. Christopher Hart Landmark Properties 315 Oconee Street Athens, Georgia 30601

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT (this "Agreement"), is made and executed this ___ day of August, 2018, by and among LM Gainesville, LLC, a Delaware limited liability company, whose address is c/o Landmark Properties, 315 Oconee Street, Athens, GA 30601 ("LM Gainesville"), and LCD-HHC University Hotel, LLC, a Delaware limited liability company, whose address is 315 Oconee Street, Athens, Georgia 3601 ("Hotel Owner", and together with LM Gainesville, collectively referred to herein as "Grantors" or individually as a "Grantor"), and the City of Gainesville, a Florida municipal corporation, whose address is Post Office Box 490, Gainesville, Florida 32602 ("Grantee"). Grantors and Grantee are sometimes referred to herein, collectively, as the "Parties".

WITNESSETH:

WHEREAS, LM Gainesville is the owner of a tract of land lying and being in the County of Alachua, State of Florida, as more particularly described on **Exhibit "A"** attached hereto (the "<u>LM Gainesville Parcel</u>"); and

WHEREAS, Hotel Owner is the owner of a tract of land lying and being in the County of Alachua, State of Florida, as more particularly described on Exhibit "B" attached hereto (the "Hotel Parcel", and together with the LM Gainesville Property, referred to herein collectively as the "Grantor Properties"); and

WHEREAS, during the time period that the Grantor Properties were both owned by LM Gainesville, LM Gainesville and Grantee entered into that certain Agreement for Development of Property and Restrictive Covenants recorded on May 20, 2015 in Official Records Book 4351, Page 802 of the Public Records of Alachua County, Florida (the "Development Agreement"), pursuant to which LM Gainesville was obligated to convey, at a future time and by deed, a right of way to the Grantee over certain portions of the Grantor Property to be used solely for public right of way and public infrastructure; and

WHEREAS, Hotel Owner is also bound by the Development Agreement by virtue of being a successor owner of the Hotel Parcel, and joins into this instrument in such capacity; and

WHEREAS, the Parties have mutually agreed that, in lieu of Grantors conveying the Easement Area by deed pursuant to the terms of the Development Agreement, the Parties are entering into this Agreement whereby a right of way easement is being granted by: (i) LM Gainesville over the portions of the LM Gainesville Parcel as more particularly described on Exhibit "C" attached hereto and incorporated herein, and (ii) Hotel Owner over the portions of the Hotel Owner Parcel as more particularly described on Exhibit "D" (the property shown on Exhibits "C" and "D" being collectively referred to herein as the "Easement Area"),; and

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Grant of Easement</u>. Grantors hereby grant to Grantee a perpetual, non-exclusive easement over the portion of the Easement Area owned by each of them, solely for use as a public right of way over and upon any roadways and road-related improvements located within the Easement Area by all forms of vehicular traffic, and over and upon any walkways located within the Easement Area by pedestrian traffic (the "<u>Easement</u>").
- 2. <u>Maintenance Obligations</u>. The Easement Area shall be maintained in accordance with the terms of the Development Agreement.
- 3. <u>Reservation of Rights</u>. Grantors reserves for themselves, and their respective successors and assigns, the right to use the Easement Area in any manner which does not unreasonably interfere with the Easement granted to Grantee herein.
- 4. <u>Grantors' Representations</u>. Each of the Grantors represents to Grantee that such Grantor is lawfully seized of the portion of the Easement Area located on the portion of the Grantor Property owned by such Grantor, and that all requisite actions and consents have been received by such Grantor in order to bind such Grantor to the terms hereof upon execution of this Agreement.
- 5. <u>Indemnification</u>. Grantor shall indemnify, defend, save, and hold harmless Grantee and all of its officers, employees, and agents from any and all claims, losses, liabilities, damages, costs, and expenses of any nature, including without limitation attorney's fees and disbursements, arising from, out of, or related to the act, error, omission, or negligence of Grantor or its officers, employees, or agents due to any accident, happening, or occurrence on the Easement Area or arising in any manner from Grantor's act, negligence, omission, nonfeasance, or malfeasance, whether the same regards person or property of any nature whatsoever. Notwithstanding anything to the contrary set forth in this paragraph, Grantors shall have no obligation to indemnify, defend, save or hold harmless Grantee or any of Grantee's officers, employees or agents, from any claims, losses, liabilities, damages, costs, or expenses resulting from any act, error, omission or negligence of Grantee or any of its officers, employees or agents.
- 6. <u>Insurance</u>. Grantors, at their own expense, shall maintain at all times comprehensive public liability insurance protecting Grantee and Grantors against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about

the Easement Area arising out of the act, negligence, omission, nonfeasance, or malfeasance of Grantor or its officers, employees, or agents. Such insurance shall be carried in a minimum \$1,000,000 combined single limit for bodily injury or death and property damage. All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be cancelled or modified unless Grantee is given at least thirty (30) calendar days' prior written notice of such cancellation or modification at the address written above. Grantors shall provide Grantee certificates showing such insurance to be in place and showing Grantee as additional insured under the policies. If self-insured or under a risk management program, Grantor represents that such minimum coverage for liability will be provided for the Easement Area.

- 7. <u>Sovereign Immunity</u>. Grantee and Grantors agree that nothing in this Easement is intended to be or shall be interpreted as a waiver of Grantee's sovereign immunity granted under Section 768.28, Florida Statutes.
- 8. <u>Nature of Easement</u>. The Easement granted by Grantors shall run in favor of Grantee and the public. This Agreement shall run with title to the Grantor Property and shall be a binding obligation upon the Grantor Property.
- 9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles. The Parties submit to the jurisdiction of the State of Florida, Alachua County and the courts thereof and to the jurisdiction of the United States District Court of the Northern District of Florida, for the purposes of any suit, action, or other proceeding relating to this Easement and agree not to assert by way of motion or a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.
- 10. <u>Recitals; Entire Agreement; Modification</u>. The recitals set forth above are incorporated herein by this reference as fully and with the same force and effect as if set forth herein at length. Any amendments hereto must be in writing and signed by both of the Parties hereto (or the successors in ownership to any portion of the Grantor Property upon which the Easement is located,)
- 11. <u>Attorney Fees</u>. If any Party files suit or brings a judicial action or proceeding against the others for default or breach of any of the covenants, terms or conditions hereof, the substantially prevailing party or parties shall be entitled to receive its reasonable attorneys' fees, costs and expenses, whether incurred during pretrial, trial, appeal, collections, bankruptcy, or other level of proceeding.
- 12. <u>Counterparts</u>. This Agreement may be executed in counterparts. Each counterpart shall constitute an original document and evidence of the execution of this Agreement by the Party signing such counterpart. The combination of the counterparts shall constitute one agreement which shall not be effective and binding on either Party unless and until a counterpart has been signed by each Party to this Agreement

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the date first above written.

Signed, sealed and delivered in the presence of:	GRANTEE:
in the presence of.	CITY OF GAINESVILLE, a Florida municipal corporation
	Ву:
Witness	Print Name:
Print Name	As its:
Witness	-
Print Name	-
STATE OF)) SS.
COUNTY OF)
by, the _corporation, on behalf of said municip	wledged before me this day of, 2018, of the City of Gainesville , a municipal pal corporation, who [] is personally known to me or [] has as identification.
	(Notary Signature)
(NOTARY SEAL)	(Notary Name Printed) NOTARY PUBLIC Commission No.

Signed, sealed and delivered	GRANTOR:
in the presence of:	7.1.C.1.D.T.C.1.V.T.D. 7.7.C
	LM GAINESVILLE, LLC,
	a Delaware limited liability company
SCI	By
Witness	
W. Christody Hast	Print Name: J- Wesley Rogers As its: Ashorra Signatory
Print Name	As its: Signatory
Witness	•
1 latelle in	
Amanda F. Henningson	
Print Name	
	•
STATE OF GEORGIA)	
) SS.	
COUNTY OF CLAYLE)	
The foregoing instrument was acknowledged before	me this 7 day of Allay t 2018
by I Wester Forers , the authorized Signi	atom of LM Gainesville, LLC, a Delaware
by JWISICA Fogers, the whorsed sign limited liability company, on behalf of said company	ny, who [is personally known to me or []
has produced	as identification.
	ann vol
(NIOTADM CEAL)	(Notary Signature) Emma Mcwnoncy
(NOTARY SEAL)	(Notary Name Printed)
	NOTARY PUBLIC
**************	Commission No
MCWHOD WISSION ETORIES OTAR PUBLIC PUBLIC OTAR COUNTY COUNTY	

Signed, sealed and delivered	GRANTOR:
in the presence of:	LCD-HHC University Hotel, LLC, a Delaware limited liability company
Sch Mours	By: My
Sarah Mouvery	Print Name: J- Wefley Rogers
Print Name	Print Name: J. Wefley Rogers As its: Authorized Signating
D. A.A.	
Witness	
Amanda F. Henningsen Print Name	
STATE OF GEORGIA) COUNTY OF CLAVEC)	
The foregoing instrument was acknowledged before by \(\subseteq \text{Western} \) Poopers , the \(\text{authorized sign} \) Delaware limited liability company, on behalf of se	aid company, who [☑] is personally known to
me or [_] has produced	as identification.
	(Notary Signature)
(NOTARY SEAL)	Emma Millonerky (Notary Nama Printed)
Notes Made	(Notary Name Printed) NOTARY PUBLIC
CLAR COUNTY, GE	Commission No.
"Marenesses."	

EXHIBIT "A"

Legal Description of the LM Gainesville Property

The Commercial Unit of the UNIVERSITY CORNERS COMMERCIAL CONDOMINIUM, together with an undivided interest in the common elements appurtenant thereto, according to the Declaration of Condominium of University Corners Commercial Condominium, recorded in Official Records Book 4451, Page 132, Public Records of Alachua County, Florida, and all exhibits attached thereto, and any amendments thereof.

EXHIBIT "B"

Legal Description of the Hotel Parcel

The Hotel Unit of the UNIVERSITY CORNERS COMMERCIAL CONDOMINIUM, together with an undivided interest in the common elements appurtenant thereto, according to the Declaration of Condominium of University Corners Commercial Condominium, recorded in Official Records Book 4451, Page 132, Public Records of Alachua County, Florida, and all exhibits attached thereto, and any amendments thereof.

EXHIBIT "C"

Legal Description of the Portion of the Easement Area on the LM Gainesville Parcel

[ATTTACHED]

LEGAL DESCRIPTION



DATE: 7 March 2018

CLIENT: Landmark Properties, Inc.

PROJECT NAME: The Standard at Gainesville

PROJECT NO: 14-0487

DESCRIPTION FOR: Public Access Easement - Commercial Unit

A parcel of land lying and being in the Commercial Unit as shown in the Condominium Exhibit for **University Corners, Commercial Condominium** as recorded as Instrument #3009643 in Book 31 at page 80 through 91, inclusive, of the Public Records of Alachua County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Commercial Unit for a POINT OF REFERENCE; Thence run South0°09'28"West, along the West line of said Condominium also being the East Right of way line of NW 14th Street, (a 60 foot wide Public Right of way), a distance of 371.06 feet to the Southwest corner of the First Floor, Hotel Unit of said Condominium and the **POINT OF BEGINNING**; Thence continue South0°09'28"West, along said East Right of way line, a distance of 29.46 feet to the Southwestern most corner of said Commercial Unit; Thence run South89°49'49"East, along the bounds of said Condominium, a distance of 7.78 feet; Thence run North0°04'03"East, a distance of 29.47 feet to an intersection with the South Line of the First Floor, Hotel Unit of said Condominium; Thence run North89°54'40"West, along said South Line, a distance of 7.73 feet to the **POINT OF BEGINNING**.

TOGETHERWITH THE FOLLOWING DESCRIBED PARCEL:

A parcel of land lying and being in the Access Drive – Common Element and the Commercial Unit as shown in the Condominium Exhibit for **University Corners, Commercial Condominium** as recorded as Instrument #3009643 in Book 31 at page 80 through 91, inclusive, of the Public Records of Alachua County, Florida and being more particularly described as follows:

Begin at the Northwest corner of said Commercial Unit for a POINT OF BEGINNING; Thence run South89°54'05"East, along the north line of said Commercial Unit and the South right of way line of NW 3rd Avenue, (a 60 foot wide Public Right of Way), a distance of 314.57 feet; Thence run South44°28'08" East, a distance of 21.11 feet to the West Right of way line of NW 13th Street, (a variable width Public Right of Way); Thence run South00°11 19"West, along said West Right of way line, a distance of 26.41 feet to the point of curvature of a curve concave to the West, having a Radius of 4,545.05 feet and subtended by a chord bearing and distance of South01°55'49"West, a distance of 276.28 feet; Thence continue along said West right of way line, 276.32 feet along the arc of said curve to the right through a central angle of 3°29'00" the Point of Tangency; Thence continue along said West right of way line, South3°42'40"West, a distance of 235.43 feet; Thence continue along said West right of way line, South 9°36'26"West, a distance of 48.57 feet to a point on the North Right of way line of West University Avenue, (a variable width Public Right of Way); Thence run North89°55'58"West, along said North right of way, a distance of 243.69 feet to the Southwesterly most corner of said Commercial Unit; Thence run North00°08'06"East, along the West line of said Commercial Unit, a distance of 15.12 feet; Thence run South89°55'57"East, a distance of 64.33 feet to a point on the existing Building Face; Thence run South0°04'03"West, along said Building Face, a distance of 7.25 feet; Thence run South89°55'57"East, along the south Building Face and the Easterly extension, as necessary, a distance of 153.00 feet to the Building Corner; Thence run North0°04'03"East, along said Building Face and the Northerly extension, a distance of 68.00 feet to it's intersection with the southern Building Face;

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Thence run South89°55'57"East, along said Building Face, a distance of 28.08 feet to a Building Corner; Thence run North0°04'03"East, along said Building Face and it's extension, as necessary, a distance of 176.25 feet to it's intersection with the southern Building Face; Thence run South89°55'57"East, along said Building Face, a distance of 3.33 feet to a Building Corner; Thence run N0°04'24"East, along said Building Face, a distance of 29.33 feet to a Building Corner; Thence run South89°55'57"East, along said Building Face, a distance of 7.67 feet to a Building Corner; Thence run North0°04'07"East, along said Building Face and it's extensions, as necessary, a distance of 102.50 feet to a Building Corner, Thence run North 89°55'57"West, along said Building Face, a distance of 7.67 feet to it's intersection with the southern extension of a Building Face; Thence run North0°04'03"East, along said southern extension and the Building Face, a distance of 37.67 feet to a Building Corner; Thence run North89°55'57"West, along said Building Face and it's westerly extension, a distance of 131.46 feet to a Building Face; Thence run North 0°04'03"East, along said Building Face, a distance of 8.67 feet to a Building Corner; Thence run North89°55'57"West, along said Building Face and it's extension, as necessary, a distance of 92.12 feet to the common line dividing the First Floor, Hotel Unit and First Floor Commercial Unit as shown and described on the aforementioned University Corners, Commercial Condominium, Condominium Exhibit; Thence run North 0°05'35"East, along said common line, a distance of 8.65 feet to the Northeast corner of said First Floor, Hotel Unit, also being on the South line of the aforementioned Access Drive - Common Element; Thence run North89°44'36"West, along the North Line of said First Floor, Hotel Unit and the South Line of said Access Drive - Common Element, a distance of 79.10 feet to the Northwest corner of said First Floor, Hotel Unit and the Southwest corner of said access Drive - Common Element, said corner being on the East Right of way line of NW 14th Street, (a 60 foot wide Public Right of way); Thence run North0°09'28"East, along said East right of way line, a distance of 161.44 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE GARAGE BUILDING AS LOCATED ON THE ABOVE DESCRIBED FIRST FLOOR COMMERCIAL UNIT OF CONDOMINIUM EXHIBIT SAID GARAGE BUILDING BEING MORE PARTICULLARLY DESCRIBED AS FOLLOWS:

Commence at the Northwest corner of said Commercial Unit, as described above for a POINT OF REFERENCE; Thence run South39°46'40"East, a distance of 2.83 feet to the Northwest Corner of the said Garage Building and the **POINT OF BEGINNING**; Thence run North 89°35'59"East, a distance of 61.25 feet to a Garage Building Corner; Thence run along the northern, eastern, southern and western Face of said Garage Building and it's extensions, as necessary, the following Twelve (12) courses:

- 1) South89°55'57"East, a distance of 246.12 feet;
- 2) South0°04'03"West, a distance of 16.62 feet;
- 3) South89°55'57"East, a distance of 2.37 feet;
- 4) South0°04'03"West, a distance of 91.54 feet;
- 5) North89°55'57"West, a distance of 29.31 feet;
- 6) South0°04'03"West, a distance of 20.46 feet:
- 7) North89°55'57"West, a distance of 31.46 feet;
- 8) South0°04'03"West, a distance of 6.29 feet;
- 9) North89°55'57"West, a distance of 36.40 feet;
- 10) North0°04'03"East, a distance of 9.42 feet:
- 11) North89°55'57"West, a distance of 212.58 feet;
- 12) North 0°04'03"East, a distance of 125.00 feet to the POINT OF BEGINNING.

ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART HEREOF

SKETCH OF DESCRIPTION

LOCATED IN SECTION 6, TOWNSHIP 10 SOUTH, RANGE 20 EAST, CITY OF GAINESVILLE, ALACHUA COUNTY, FLORIDA

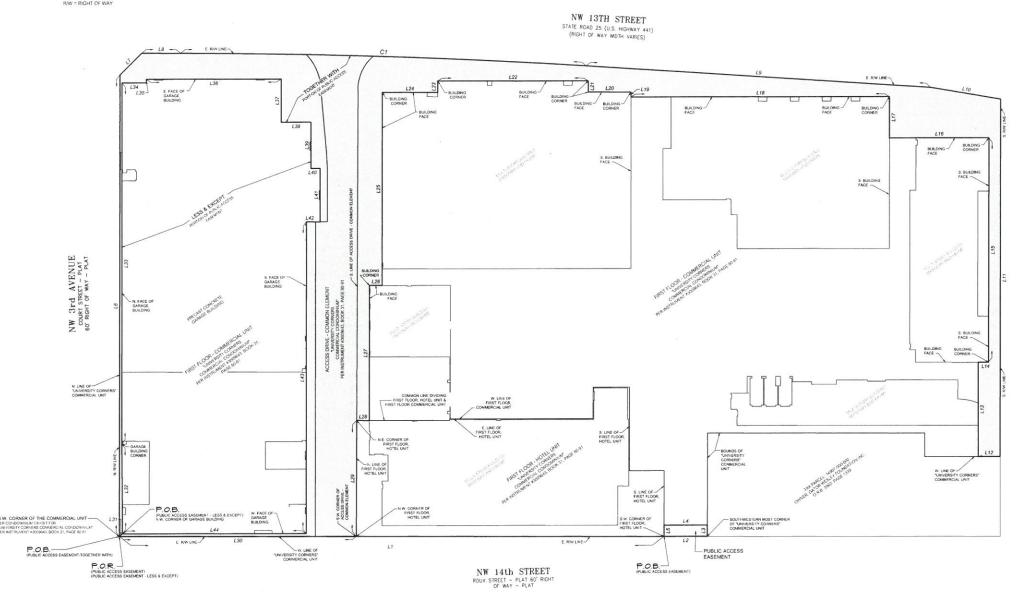


Exhibit C - page 3 of

SURVEYOR'S NOTES:

1.) THIS IS NOT A BOUNDARY SURVEY. 2.) SEE DESCRIPTION ATTACHED HERETO.

LEGEND:
P.O.R. = POINT OF REFERENCE
P.O.B. = POINT OF BEGINNING
RW = RIGHT OF WAY



LINE DATA TABLE				
INE	DIRECTION	LENGTH		
L1	S 0°09'28' W	371.06		
L2	S 0*09'28" W	29.46		
L3	S 89 49 49 E	7.78		
L4	N 0*04'03* E	29.47		
L5	N 89"54"40" W	7.73		
L6	S 89"54"05" E	314.57		
L7	S 44*28*08* E	21.11		
L8	S 0'11'19' W	26.41		
L9	S 3"42"40" W	235.43		
10	S 9'36'26' W	48.57		
L11	N 89"55"58" W	243.69		
12	N 0'08'06" E	15.12'		
13	S 89'55'57' E	64.33		
14	S 0*04'03' W	7.25		
15	S 89°55'57" E	153.00		
16	N 0'04'03" E	68.00'		
17	S 89 55'57' E	28.08'		
18	N 0 04 03 E	176.25		
19	S 89°55°57" E	3.33		
20	N 0"04"24" E	29.33		
L21	S 89°55'57" E	7.67		
.22	N 0'04'07" E	102.50		
23	N 89'55'57' W	7.67		
_				
L24	N 0'04'03' E	37.67		
L25	N 89'55'57" W	131.46		
L26	N 0"04'03" E	92.12"		
27	N 89 55 57° W			
28	N 0°05'35° E	8.65		
L29	N 89'44'36' W	79.10		
L30	N 0"09'28" E	161.44		
L31	S 39'46'40' E	2.83		
L32	N 89"35'59" E	61.25'		
L33	S 89'55'57' E	246.12"		
.34	S 0'04'03' W	16.62"		
L35	S 89-55-57* E	2.37		
.36	S 0*04'03' W	91.54		
1.37	N 89 55 57* W	29.31'		
L38	S 0°04'03' W	20.46		
.39	N 89°55'57" W	31.46*		
L40	S 0°04'03' W	6.29		
L41	N 89°55'57" W	36.40*		
.42	N 0,04.03, E	9.42		
L43	N 89°55'57" W	212.58		

CURVE DATA TABLE							
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD SEARING	
C1	276.32	4545.05"	3 29'00"	138.20'	276.28'	\$ 1.55'49" W	

EXHIBIT "D"

<u>Legal Description of the Portion of the Easement Area on the Hotel Parcel</u>

[ATTACHED]

LEGAL DESCRIPTION



DATE: 8 March 2018

CLIENT: Landmark Properties, Inc.

PROJECT NAME: The Standard at Gainesville

PROJECT NO: 14-0487

DESCRIPTION FOR: Public Access Easement - Hotel Unit

A parcel of land lying and being in the First Floor of the Hotel Unit as shown in the Condominium Exhibit for University Corners, Commercial Condominium as recorded as Instrument #3009643 in Book 31 at page 80 through 91, inclusive, of the Public Records of Alachua County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said First Floor Hotel Unit for a POINT OF BEGINNING; Thence run South0°09'28"West, along the West line of said Condominium also being the East Right of way line of NW 14th Street, (a 60 foot wide Public Right of way), a distance of 209.62 feet to the Southwest corner of the First Floor, Hotel Unit of said Condominium; Thence run South89°54'40"East, along the South line of said First Floor Hotel Unit, a distance of 7.73 feet; Thence run North0°04'03"East, along the southern extension of a Building Face and the Building face, a distance of 192.10 feet to a Building Corner; Thence run South89°55'40"East, along said Building Face and it's extensions, as necessary, a distance of 48.27 feet to a Building face; Thence run north0°04'03"East, along said Building Face and it's extensions, as necessary, a distance of 8.63 feet to a Building Corner; Thence run South89°56'22" East, along said Building Face and it's extensions, as necessary, a distance of 23.40 feet to the common line dividing the First Floor, Hotel Unit and First Floor Commercial Unit as shown and described on the aforementioned University Corners, Commercial Condominium. Condominium Exhibit; Thence run North 0°05'35"East, along said common line, a distance of 8.65 feet to the Northeast corner of said First Floor, Hotel Unit, also being on the South line of the Access Drive -Common Element as shown on the said Condominium Exhibit; Thence run North89°44'36"West, along the North line of said First Floor, Hotel Unit and the South line of said Access Drive - Common Element, a distance of 79.10 feet to the POINT OF BEGINNING.

> ALL AS SHOWN ON THE MAP ATTACHED HEREWITH AND MADE A PART HEREOF

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