

SANITARY SEWER / LIFT STATION

THIS IS NOT A
CERTIFIED COPY

INSTR # 98026803
RECORDED 02/02/98 @ 04:18 PM
OR BOOK 8890 PAGE 1048

CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL
DOC. TAX PD (F.S. 201.26)
DEPUTY CLERK S. Spence

This Agreement is made and entered into on January day of January, 1998, by and between PACIFIC AMERICAN PROPERTY EXCHANGE CORPORATION, hereinafter called "Pacific", and J.R.S. EQUITIES, INC., hereinafter called "J.R.S.".

WITNESSETH:

WHEREAS, Pacific is the owner of the real property described on Exhibit "A" attached hereto (Parcel A); and

WHEREAS, J.R.S. is the owner of the real property described on Exhibit "B" attached hereto (Parcel B); and

WHEREAS, J.R.S. is the owner of the real property described on Exhibit "C" attached hereto (Parcel C); and

WHEREAS, Parcels A, B and C are contiguous to one another; and

WHEREAS, the owners of Parcels A, B and C deem it desirable that sanitary sewer utility services to all three parcels be provided by a common sewer line and lift station; and

WHEREAS, the parties on behalf of themselves, their successors and assigns, desire to set forth their agreement as to the construction, maintenance, operation, use and replacement of the common sewer facilities,

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable considerations exchanged between the parties, the parties hereto agree as follows:

PREPARED BY & RETURN TO
GARY N. STROHAUER, ESQUIRE
1150 CLEVELAND ST., SUITE 300
CLEARWATER, FL 33755

-1-

MICHAEL J. FREEDMAN, P.A.
300 E. MADISON ST. 2ND FL
TAMPA, FL 33602

THIS IS NOT A

OR BOOK 8890 PAGE 1049

1. Recitals. The recitals contained above are true and correct and constitute a part of this Agreement.

2. Construction of Lift Station. Pacific agrees to construct, at an agreed location on Parcel A, as shown on Exhibit "D" attached hereto, a sanitary sewer lift station of sufficient size and capacity to meet the reasonable prospective needs of the anticipated uses of Parcels A, B and C. Ownership of the sanitary sewer lift station shall be vested in Pacific and Pacific shall be responsible to operate and maintain the same and pay the costs of operation and maintenance of the same. The cost of construction of the lift station and sanitary sewer facilities shall be paid by Pacific and J.R.S. in accordance with a separate written agreement between them.

3. Grant of Easement. Pacific, on behalf of itself and its successors, hereby grants to the owners of Parcels B and C and their successors a perpetual non-exclusive easement and non-revocable license to tie into and utilize the above-referred to sanitary sewer lift station and to construct at an agreed location(s), shown on Exhibit "D" attached hereto, a sanitary sewer line necessary to provide sanitary sewer service to Parcels B and C. J.R.S. does hereby grant to Pacific, and its successors and assigns, and declares and creates in favor of Parcels B and C, a perpetual non-exclusive easement and non-revocable license to construct, locate and maintain underground sewer lines within the portions of the easement area on their Parcels as shown on Exhibit

THIS IS NOT A

OR BOOK 8890 PAGE 1050

"D" attached hereto. It is understood and agreed that the cost of construction of the sanitary sewer line(s) necessary to service Parcels B and C shall be at the sole cost and expense of those respective owners and that the actual construction of the same shall be done and completed in a manner which will not cause damage or loss to the Parcel A owner.

4. Sharing of Costs of Operation and Maintenance. In the event an owner of Parcel B or C elects to tie into and utilize the above-referenced sanitary sewer lift station, commencing on the date such owner receives a Certificate of Occupancy or begins utilizing the lift station, whichever shall first occur, such owner shall be responsible for and obligated to pay a pro rata cost of the operation, maintenance, repair, and replacement of the sanitary sewer lift station.

5. Costs of Operation and Maintenance - Payment and Lien. The owner of Parcel A shall be entitled to bill and collect from the owners of Parcels B and C, the pro rata cost of the maintenance, operation, repair, and replacement of the lift station in the following manner:

a. The owner of Parcel A shall compute the amounts due and submit written invoice to the owners of Parcels B and C, as applicable, not more frequently than monthly for such owner's pro rata cost and such owner shall be obligated to honor and pay such invoice within fifteen (15) days of mailing of same. The invoice shall be accompanied by appropriate documentation substantiating

THIS IS NOT A

OR BOOK 8890 PAGE 1051

the charges together with a calculation of the amount claimed to be due.

b. Each parcel's share of the expenses of maintenance and operation of the lift station shall be determined as follows:

Parcel's Hydraulic Share _____ x ^{costs}
expended

Total Hydraulic Shares of Parcels Currently Using Lift Station
During Period

The costs expended during period shall be defined as the actual amount of out-of-pocket expenditures relating to the operation, maintenance, repair, and replacement of the lift station for the period of time being billed. The hydraulic share shall be defined as the usage of each parcel as a percent of the usage of all parcels with the usage defined as that utilized by Hillsborough County for the appropriate time period to assess sewer/water impact fees.

c. Any invoice which is not paid within thirty (30) days of mailing shall begin to accrue interest on the unpaid balance from the due date at the rate of one and one-half percent (1 1/2%) per month on the unpaid balance.

d. If any parcel owner shall become delinquent in the payment of the above-referenced charges for more than thirty (30) days, the owner of Parcel A shall have the right to pursue all legal collection processes and shall be entitled to recover in addition to the amounts due, interest as set forth above together with all legal collection costs including reasonable attorney's

THIS IS NOT A

OR BOOK 8890 PAGE 1052

fees.

CERTIFIED COPY

e. The owner of Parcel A shall have a lien upon Parcels B and/or C for any and all sanitary sewer lift station costs which shall become delinquent, which lien shall become effective from the delinquency date of payment set forth above. Such lien shall include the principal amount due together with interest thereon and all costs of collection including reasonable attorney's fees.

6. Continuing Maintenance. The owner of Parcel A covenants and agrees that it shall maintain in good operating condition the subject sanitary sewer lift station. In the event the owner of Parcel A does not maintain the same in good operating condition, the owners of Parcels B and C or either of them shall have the right, after notice and opportunity for cure, to make necessary corrections to bring the system into good operating condition and shall thereupon be entitled to recover the costs expended by it in so doing from the other owners subject to this Agreement in the same proportion as normal costs of operation and maintenance are shared. Such owner or owners curing such default shall be entitled to recover interest at the rate of one and one-half percent (1 1/2%) per month together with reasonable costs of collection including reasonable attorney's fees and shall have a lien on the remaining properties for the amounts due to it. Nothing contained in this paragraph shall be construed to remove the primary responsibility of operation and maintenance from the owner of Parcel A.

THIS IS NOT A

OR BOOK 8890 PAGE 1053

7. Miscellaneous. In the event that any of the subject parcels are subdivided in ownership subsequent to the date of this Agreement, the owner(s) of the subdivided parcel or parcels shall likewise become subject to the terms of this Agreement and shall become responsible for their respective share of the maintenance and operation costs as are set forth herein. Any costs associated with the upgrading of the sanitary sewer lift station necessitated by usage requirements of any parcel owner shall be borne solely and only by such owner requiring the upgrade. The easement herein granted to the owner of Parcels B and C shall be a covenant running with the land and shall be perpetual.

8. Replacement. Should the owner of Parcel A, in its reasonable discretion, deem replacement of the sanitary sewer lift station to be necessary then, and in that event, the cost and expense of replacement shall be borne by the owner of Parcel A, provided the owner of Parcel A shall be entitled to a pro rata reimbursement of the replacement cost from the owners of Parcels B and C. The sharing of the replacement cost shall be on the same basis as the then current basis for the sharing of costs of operation and maintenance. The owners of Parcels B and C covenant and agree to pay their respective replacement shares within fifteen (15) days of mailing of an invoice for the same and if the same is not paid in a timely manner, the owner of Parcel A shall have the same remedies and lien as is provided above for delinquency in the payment of costs of maintenance and operation.

THIS IS NOT A

^{9.} ~~Applicable Law.~~ This agreement shall be construed, governed, interpreted and enforced in accordance with the laws of the State of Florida.

10. Attorney's Fees. In the event litigation shall ensue with regard to this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees and costs of such action against the non-prevailing party, which costs and attorneys' fees shall include any and all reasonable attorneys' fees and costs incurred in any appeal.

Executed the day and year first above written.

(SIGNATURE PAGES TO FOLLOW)

THIS IS NOT A

OR BOOK 8890 PAGE 1055

Signed, Sealed and Delivered
In the Presence of:

PACIFIC AMERICAN PROPERTY EXCHANGE
CORPORATION

Nicole Lewis
(Sign)

Nicole Lewis
(Print)

James Smith
(Sign)

James Smith
(Print)

By:

Print Name:

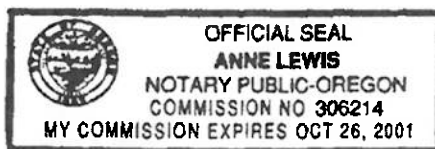
Title:

(Corporate Seal)

Oregon
STATE OF FLORIDA
COUNTY OF Multnomah

I HEREBY CERTIFY that on this 28th day of January,
1998, before me personally appeared, Toiya J. Beutler,
of PACIFIC AMERICAN PROPERTY EXCHANGE CORPORATION,
to me known to be the person described in and who executed the
foregoing Agreement and he acknowledged the execution thereof to be
his free act and deed as such officer, for the uses and purposes
therein mentioned; and that he affixed thereto the official seal of
said corporation, and declared said instrument to be the act and
deed of said corporation.

WITNESS my hand and official seal at City of
Portland County of Multnomah, State of Florida,
the day and year last aforesaid. Oregon



Anne Lewis

NOTARY PUBLIC

My Commission Expires: October 26, 2001

THIS IS NOT A

OR BOOK 8890 PAGE 1056

Signed, Sealed and Delivered
in the Presence of:

J.R.S. EQUITIES, INC.

[Signature]
(Sign)
Richard B. Funk
(Print)

By:

Print Name: RICHARD B. FUNK

Title: PRESIDENT

[Signature]
(Sign)
LINDA M. MICHAELS
(Print)

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 31st day of January, 1998, before me personally appeared, RICHARD B. FUNK, of J.R.S. EQUITIES, INC., to me known to be the person described in and who executed the foregoing Agreement and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and declared said instrument to be the act and deed of said corporation.

WITNESS my hand and official seal at City of TAMPA, County of HILLSBOROUGH, State of Florida, the day and year last aforesaid.

[Signature]
NOTARY PUBLIC

My Commission Expires:

con-1e/bradley/adelay/sewrean



LINDA M MICHAELS
My Commission CC395851
Expires Aug 22, 1998
Bonded by ANB
800-852-6878

THIS IS NOT A
Parcel "A"
 CERTIFIED COPY

DESCRIPTION: Liberty Investment Parcel

A portion of the Southwest quarter of Section 27, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 27; thence N.00°08'18"E., 135.00 feet along the Westerly boundary line of said Section 27 to the Northerly right-of-way line of LUMSDEN ROAD; thence S.89°36'39"E., 340.74 feet along said Northerly right-of-way line to the POINT OF BEGINNING; thence N.25°42'52"W., 208.07 feet; thence N.00°08'18"E., 766.22 feet; thence S.75°37'12"E., 17.64 feet; thence S.82°59'09"E., 60.64 feet; thence S.00°20'12"W., 211.16 feet; thence S.89°51'42"E., 460.80 feet; thence S.00°08'18"W., 530.44 feet; thence S.89°51'42"E., 30.00 feet; thence S.00°08'18"W., 202.36 feet to the said Northerly right-of-way line of LUMSDEN ROAD; thence N.89°36'39"W., 476.64 feet along said right-of-way line to the POINT OF BEGINNING.

Containing 9.35 acres, More or Less.

Exhibit "A"

Parcel "B"

DESCRIPTION: Bank Parcel

A portion of the Southwest quarter of Section 27, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 27; thence N.00°08'18"E., 135.00 feet along the Westerly boundary line of said Section 27 to the Northerly right-of-way line of LUMSDEN ROAD; thence S.89°36'39"E., 50.00 feet along said right-of-way line to the POINT OF BEGINNING; thence N.00°08'18"E., 234.91 feet; thence S.89°51'42"E., 200.00 feet; thence S.00°08'18"W., 48.93 feet; thence S.25°42'52"E., 208.07 feet to the said right-of-way line of LUMSDEN ROAD; thence N.89°36'39"W., 290.74 feet along said right-of-way line to the POINT OF BEGINNING.
 Containing 1.275 acres, More or Less.

Exhibit "B"

THIS IS NOT A

OR BOOK 8890 PAGE 1058

Parcel C
CERTIFIED COPY

DESCRIPTION: Commercial Parcel

A portion of the Southwest quarter of Section 27, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 27; thence N.00°08'18"E., 135.00 feet along the Westerly boundary line of said Section 27 to the Northerly right-of-way line of LUMSDEN ROAD; thence S.89°36'39"E., 30.00 feet along said Northerly right-of-way line to the Easterly right-of-way line of PAULS DRIVE and the POINT OF BEGINNING; thence N.00°08'18"E., 978.76 feet along said right-of-way line; thence S.77°19'04"E., 117.20 feet; thence N.79°28'25"E., 59.14 feet; thence S.75°37'12"E., 48.99 feet; thence S.00°08'18"W., 717.29 feet; thence N.89°51'42"W., 200.00 feet; thence S.00°08'18"W., 234.91 feet to the said Northerly right-of-way line of LUMSDEN ROAD; thence N.89°36'39"W., 20.00 feet along said right-of-way line to the POINT OF BEGINNING.

Containing 3.781 acres, More or Less.

Exhibit "C"

DESCRIPTION	Utility	Easement	(Liberty)	Investment	Parcel
-------------	---------	----------	-----------	------------	--------

A portion of the Southwest quarter of Section 27, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 27, thence N 00°08'18"E, 135.00 feet along the Westerly boundary line of said Section 27 to the Northerly right-of-way line of LUMSDEN ROAD, thence S 89°36'39"E, 30.00 feet along said Northerly right-of-way line to the Easterly right-of-way line of PAULS DRIVE, thence N 00°08'18"E, 234.91 feet along said right-of-way line, thence S 89°51'42"E, 220.00 feet, thence N 00°08'18"E, 208.65 to the POINT OF BEGINNING, thence continue N 00°08'18"E, 27.12 feet, thence N 67°18'59"E, 125.08 feet, thence S 22°41'01"E, 25.27 feet, thence S 68°41'46"W, 7.27 feet, thence S 67°44'43"W, 92.78 feet, thence S 66°21'21"W, 35.56 feet to the POINT OF BEGINNING

Containing 3,226 square feet, More or Less

04.03.57

- N = NORTH
 S = SOUTH
 E = EAST
 W = WEST
 (R) = RECORD
 S = SURVEY
 A = CENTRAL ANGLE
 A = ARC
 CB = CHORD BEARING
 CH = CHORD
 RAD = RADIUS
 SEC = SECTION
 TWP = TOWNSHIP
 RGT = RANGE
 A/C = AIR CONDITIONER
 C = CENTER LINE
 CONC = CONCRETE
 DIA = DIAMETER
 L = LIFTATION
 NGVD = NATIONAL GEODETIC
 VERTICAL DATUM 1929
 PC = POINT OF CURVATURE
 PCH = PERMANENT CONTROL
 POINT
 R/W = RIGHT-OF-WAY
 REC = "AMPA ELECTRIC
 COMPANY"
 TYP = TYPICAL

 R.R.S. = RAILROAD SPIKE
 FCM = FOUND CONCRETE MONUMENT
 FIR = FOUND IRON ROD
 N & D = NAIL AND DISC
 SIR = SET IRON ROD
 OPIC = JUNCTION P.W.E.R. TELEPHONE
 AND CABLE T.V. LINES
 OP = OVERHEAD POWER LINES
 J = JUNCTION TELEPHONE LINES
 C = INTERHEAD TELEPHONE AND
 CABLE T.V. LINES
 * = "MET 5, 10" FROM ROD & CAP
 IF 3, 913 UNLESS OTHERWISE NOTED

NOTES.

No underground installation or improvements have been located except those shown hereon.

High water marks of record reflecting
cessments, gha c'-way and/or
wastage were furnished this surveyor
except as shown hereon.

Landmark Engineering & Surveying
Corporation's Certificate of
authorization Number to provide
surveying services is 53917

THIS DRAWING NOT VALID WITHOUT
THE SIGNATURE AND OFFICIAL SEAL OF A
FLORIDA REGISTERED SURVEYOR & MAPPER

This Survey Certified To

SHURGARD BRANDON JOINT VENTURE CROWN ASSOCIATES JOINT VENTURE,
PACIFIC AMERICAN PROPERTY EXCHANGE CORPORATION, LIBERTY INVESTMENT
PROPERTIES, INC., BRADLEY DEVELOPMENT COMPANY, MARTIN J ADELMAN,
DENNIS S AGLIANO, ATTORNEYS TITLE INSURANCE FUND, INC.,
MICHAEL J FREEDMAN, ESQ, BAXTER & STROHAUER, P.A.,
MAGUIRE, VOORHIS & WELLS, P.A

REVISIONS				
Description	Date	Dwn	Ck'd	Order No.
Drawn JEF	Checked FJA			
Date. 1/27/98	Order No.	960055		

SURVEYORS CERTIFICATE

The survey represented herein conforms to the requirements of Chapter 61G, Florida Administrative Code.

Florida Administrative Code

SCOTT R FOWLER
FLORIDA REGISTERED LAND SURVEYOR #25185

Survey Date 1/27/48

Tampa (813)621-7841
Fax (813)621-6781

LANDMARK
ENGINEERING & SURVEYING
CORPORATION

1911 US HWY 301 N , 200 Bldg
Tampa, Florida 33619

Sec _____ Twp _____ Rge _____

THIS IS NOT A CERTIFIED COPY

DESCRIPTION SKETCH (NOT A SURVEY) EXHIBIT NO. D

DESCRIPTION Utility Easement (Bank Parcel)

A portion of the Southwest quarter of Section 27, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows

COMMENCE at the Southwest corner of said Section 27, thence N 00°08'18"E, 135.00 feet along the Westerly boundary line of said Section 27 to the Northerly right-of-way line of LUMSDEN ROAD; thence S 89°36'39"E, 329.60 feet along said Northerly right-of-way line to the POINT OF BEGINNING, thence N 25°42'52"W, 205.47 feet, thence N 00°08'18"E, 51.23 feet, thence S 89°51'42"E, 10.00 feet, thence S 00°08'18"W, 48.93 feet, thence S 25°42'52"E, 208.07 feet to the said Northerly right-of-way line of LUMSDEN ROAD, thence N 89°36'39"W, 11.14 feet along said right-of-way line to the POINT OF BEGINNING

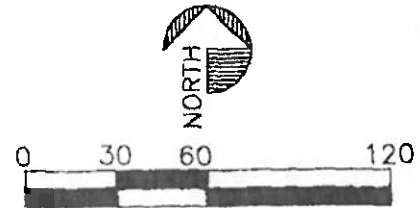
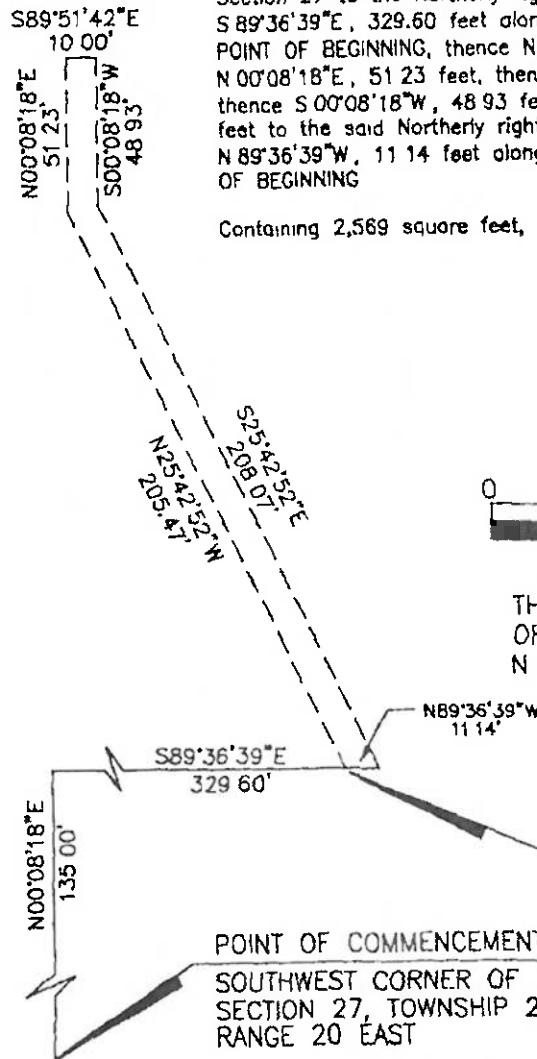
Containing 2,569 square feet, More or Less

ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF LANDMARK ENGINEERING & SURVEYING CORPORATION. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSE SPECIFICALLY IDENTIFIED IN THE TITLE HEREOF. ANY REPRODUCTION OR TRANSMISSION OF THIS INFORMATION IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF LANDMARK ENGINEERING & SURVEYING CORPORATION, IS STRICTLY PROHIBITED. THIS INFORMATION IS NOT TO BE USED FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE WRITTEN PERMISSION OF LANDMARK ENGINEERING & SURVEYING CORPORATION.

and installation or have been located as shown hereon

given on & Surveying certificate of

NOT VALID WITHOUT THE ORIGINAL SEAL OF A LICENSED SURVEYOR & MAPPER



SCALE 1" = 60'
THE NORTHERLY R/W LINE
OF LUMSDEN ROAD BEARS
N 89°36'39"W (ASSUMED)

OR BOOK 8890 PAGE 1061

REVISIONS

Description	Date	Drawn	Checked	Order No.

Drawn JEF Checked FJA Order No. 960055

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 61G17, Florida Administrative Code

Scott R. Fowler

SCOTT R FOWLER
FLORIDA REGISTERED LAND SURVEYOR NO 5185

Survey Date: N/A

Tampa (813) 821-7841
Fax (813) 821-6761

LANDMARK
ENGINEERING & SURVEYING
CORPORATION

1911 US HWY 301 N, 200 Bldg.
Tampa, Florida 33610