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INSTR # 98026804  
RECORDED 02/02/98 @ 04:18 PM  
OR BOOK 8890 PAGE 1062  
RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY  
DOC. TAX \$0 (F.S. 201.02)  
DEPUTY CLERK S Spencer 0.70

This instrument prepared by and  
after recording return to:  
  
Jeffrey P. Wieland, Esquire  
Maguire, Voorhis & Wells, P.A.  
Two South Orange Avenue  
Orlando, Florida 32801

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

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 30<sup>th</sup> day of January, 1998 by PACIFIC AMERICAN PROPERTY EXCHANGE CORPORATION, a California corporation, whose address is 900 SW 5<sup>th</sup> Avenue, Portland, Oregon 97204 ("Grantor"), and J.R.S. EQUITIES, INC., a Florida corporation, whose address is Post Office Box 6875, Clearwater, Florida 34618 ("Grantee").

A. Grantor owns certain real property located in Hillsborough County, Florida, which is more particularly described on Exhibit "A" attached hereto (the "Grantor Property").

B. Grantee owns property adjacent to the Grantor Property, which is more particularly described on Exhibit "B" attached hereto (the "Grantee Property").

C. Grantor desires to grant to Grantee an easement over a portion of the Grantor Property, as more particularly described in Exhibit "C" attached hereto (the "Drainage Easement Area").

NOW, THEREFORE, for and in exchange of good and valuable considerations, the receipt and sufficiency of which being hereby acknowledged, Grantor and Grantee do hereby agree and state as follows:

1. Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth below.

2. Drainage Easement. Grantor intends to construct pond facilities within the Drainage Easement Area (the "Pond") for the purpose of stormwater retention/detention to serve the Grantor Property. Grantor does hereby grant, bargain, sell and convey to Grantee, for the benefit of the Grantee Property, a non-exclusive drainage easement over, under and through the Drainage Easement Area for the purpose of conveying stormwater from the Grantee Property to the Pond and to use the Pond for retention/detention purposes. Grantee shall convey its stormwater via a stormwater drainage pipeline or swale (the "Stormwater Facilities") constructed by Grantee, at no cost to Grantor. As necessary, prior to causing stormwater from the Grantee Property to be stored in the Pond, Grantee shall expand the size of the Pond within the Drainage Easement Area and the

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Grantee Property and construct Stormwater Facilities at Grantee's sole cost and expense. Grantee's right to connect to and use the Pond is contingent upon: (i) Grantee obtaining and complying with all appropriate permits and approvals related thereto, and (ii) Grantee not interrupting Grantor's use of the Pond or diminishing Grantor's available capacity within the Pond. Grantee's right to use the Pond shall always be subordinate to Grantor's use thereof. In the event Grantee expands the Pond such that it extends into the Grantee Property, Grantor shall have a non-exclusive easement for stormwater drainage, retention and detention comparable to the easement provided to Grantee herein, together with the right to enter upon the Grantee Property to maintain the Pond.

3. Maintenance of the Pond. Grantor shall perform all necessary and reasonable maintenance, repairs and replacements as to the Pond. If Grantee expands the size of the Pond and diverts stormwater into the Pond, Grantee shall reimburse Grantor upon demand for Grantee's prorata share of the costs of such maintenance, repairs and replacements to the Pond paid by Grantor, based upon the relative use of the Pond by Grantor and Grantee. Each party shall otherwise maintain its own Stormwater Facilities.

4. General Provisions. The following general provisions shall apply to the easement and other rights and privileges granted herein:

(a) Enforcement of Rights. In the event that either party fails to discharge its obligations hereunder, the other party shall have the right to enforce those obligations by an action in law or equity (including a suit for specific performance) without thereby waiving the right to also recover in an action for damages any sums expended by either party at its discretion in performing such obligations. In the event that either party institutes a legal proceeding against the other party to enforce obligations arising hereunder, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's and paralegal's fees and costs (including but not limited to those incurred on appeal).

(b) Covenants with the Land. All rights and obligations arising hereunder are perpetual covenants running with the land binding upon and inuring to the benefit of the parties and their respective successors or assigns in title.

(c) Captions, Number and Gender. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. The singular and plural shall each include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(d) Governing Law and Venue. The laws of the State of Florida shall govern this Agreement. Any legal action instituted hereunder shall be brought in Hillsborough County, Florida.

(e) Lien Rights. All sums due to Grantor from Grantee shall accrue interest at twelve percent (12%) per annum from the date thirty (30) days after Grantee's receipt of notice of same until paid. Grantor shall have a lien upon the Grantee Property for the collection of Grantee's share of any costs of

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maintenance, repair, and replacement to be reimbursed to Grantor by Grantee as stated above, together with accrued interest and Grantor's reasonable attorney's and paralegal's fees and costs in the enforcement thereof. Such lien shall be subordinate to the lien of any first mortgage on the Grantee Property.

THIS DRAINAGE EASEMENT AGREEMENT is entered into as of the date first stated above.

Executed in the presence of:

PACIFIC AMERICAN PROPERTY EXCHANGE CORPORATION, a California corporation

Nicole Kraus  
Print Name: Nicole Kraus

By: Toija J. Burtler  
Name: Toija J. Burtler  
Title: V.P.

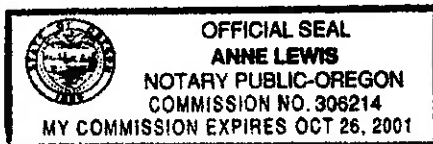
Jamie Laucki  
Print Name: Jamie Laucki

(Corporate Seal)

STATE OF Oregon )  
COUNTY OF Multnomah ) SS:

The foregoing instrument was acknowledged before me this 28th day of January, 1998 by Toija J. Burtler as Vice President of PACIFIC AMERICAN PROPERTY EXCHANGE CORPORATION, a California corporation, on behalf of the corporation. Said person ☒ is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Notary Stamp



Anne Lewis  
Signature of Person Taking Acknowledgment  
Print Name: Anne Lewis  
Title: Notary Public  
Serial No. (if any): \_\_\_\_\_  
Commission Expires: 10/26/01

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Executed in the presence of:

CERTIFIED COPY

J.R.S. EQUITIES, INC., a Florida corporation

Print Name: Gary M. StrogerBy: [Signature]  
Name: RICHARD B. FUNK  
Title: PRESIDENTPrint Name: LINDA M. MICHAELS

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF Hillsborough

SS:

The foregoing instrument was acknowledged before me this 30 day of November, 1998 by RICHARD B. FUNK as President of J.R.S. EQUITIES, INC., a Florida corporation, on behalf of the corporation. Said person [ ] is personally known to me or [X] has produced FL D/L as identification.

Notary Stamp

[Signature]  
Signature of Person Taking Acknowledgment  
Print Name: LINDA M. MICHAELS  
Title: Notary Public  
Serial No. (if any): \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



LINDA M. MICHAELS  
My Commission CC308851  
Expires Aug. 22, 1998  
Bonded by AHB  
800-852-5678

F:\REAL\015169\033\BRADLEY.EA3

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EXHIBIT "A"

CERTIFIED COPY

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.

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EXHIBIT "6"  
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**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., 978.67 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.

# THIS IS ~~NOT~~ A EXHIBIT "C" CERTIFIED COPY

**DESCRIPTION:** Retention Pond 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., 200.00 feet; thence N.00°08'18"E., 227.36 feet; thence N.67°18'59"E., 21.70 feet; thence N.00°08'18"E., 20.75 feet to the POINT OF BEGINNING; thence continue N.00°08'18"E., 420.56 feet; thence S.89°51'42"E., 73.21 feet; thence S.00°20'12"W., 184.73 feet; thence S.90°00'00"W., 8.27 feet; thence S.00°00'00"E., 235.81 feet; thence N.89°51'42"W., 64.86 feet to the POINT OF BEGINNING.

Containing 0.659 acres, More or Less.