

41-008

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This instrument prepared by:  
MICHAEL E. GRAY, ESQUIRE  
Post Office Box U  
Sanford, Florida 32772  
Telephone: (305) 321-0220

RECIPROCAL EASEMENT AGREEMENT

THIS INDENTURE made this 9th day of March, 1987 by and between  
CANDLELIGHT APARTMENTS II, LTD., a Florida limited partnership, whose  
mailing address is: Post Office Box U, Sanford, Florida 32772, herein-  
after referred to as "Party of the First Part", and CANDLELIGHT  
APARTMENTS III, LTD., a Florida limited partnership, whose mailing  
address is: Post Office Box U, Sanford, Florida 32772, hereinafter  
referred to as "Party of the Second Part".

W I T N E S S E T H :

WHEREAS, CANDLELIGHT APARTMENTS II, LTD., is the Owner of  
that real property described as follows:

See Exhibit "A" attached hereto and by reference,  
incorporated herein and made a part hereof; and

WHEREAS, CANDLELIGHT APARTMENTS III, LTD., is the Owner of  
that real property described as follows:

See Exhibit "B" attached hereto and by reference,  
incorporated herein and made a part hereof; and

WHEREAS, it is the desire of the Party of the First Part  
to grant to the Party of the Second Part (to the extent the Party  
of the First Part has the power to grant), an easement for ingress/  
egress over, across and through the real property described as follows:

See Composite Exhibit "C" attached hereto and by reference,  
incorporated herein and made a part hereof; and

WHEREAS, it is the desire of the Party of the Second Part  
to grant to the Party of the First Part (to the extent the Party of  
the Second Part has the power to grant), an easement for ingress/  
egress over, across and through the real property described as follows:

See Composite Exhibit "D" attached hereto and by reference,  
incorporated herein and made a part hereof.

NOW, THEREFORE, based upon mutual covenants, conditions,  
promises and premises contained hereinabove and for the payment of  
TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration,  
the receipt of which is hereby acknowledged the parties hereto do  
agree as follows:

87 MAR 31 PM 3 42  
FILED FOR RECORD  
HAROLD W. BROWN, CLERK  
HAMILTON COUNTY, FLA.

010563

1. The Party of the First Part does hereby grant, bargain, sell and convey unto the Party of the Second Part, its successors and/or assigns, an easement for ingress/egress over, across and through the real property described in Composite Exhibit "C" referred to hereinabove. Said easement shall be perpetual, shall run with the land and shall enure to the Party of the Second Part, its successors and/or assigns.

2. The Party of the Second Part does hereby grant, bargain, sell and convey unto the Party of the First Part, its successors and/or assigns, an easement for ingress/egress over, across and through the real property described in Composite Exhibit "D" referred to hereinabove. Said easement shall be perpetual, shall run with the land and shall enure to the Party of the First Part, its successors and/or assigns.

3. The Party of the First Part hereby covenants with the Party of the Second Part that it is lawfully seized of the real property set forth in Exhibit "A"; that it has good right and lawful authority to give and grant said easement, and that the real property described in Exhibit "A" is free of all liens, mortgages, and encumbrances of every kind except the real property taxes not delinquent, and a Mortgage in favor of CARDINAL INDUSTRIES MORTGAGE COMPANY, an Ohio corporation, in the amount of ONE MILLION ONE HUNDRED AND TEN THOUSAND (\$1,110,000.00) DOLLARS, and assigned on February 22, 1985 to EMPIRE OF AMERICA FEDERAL SAVINGS BANK as recorded in Official Records Book 572, at Page 0305, of the Public Records of Hernando County, Florida.

4. The Party of the Second Part hereby covenants with the Party of the First Part that it is lawfully seized of the real property set forth in Exhibit "B"; that it has good right and lawful authority to sell and convey the said easement, and that the real property described in Exhibit "B" is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the 9th day of March, 1987.

Signed, sealed and delivered  
in the presence of:

*Julien Anne Boyd*  
Witnesses as to "Party of the  
First Part"

CANDLELIGHT APARTMENTS II, LTD., a  
Florida limited partnership  
BY: CARDINAL INDUSTRIES, INC., an Ohio  
corporation, as general partner

BY: *M. E. Gray*  
MICHAEL E. GRAY, Vice-President

*Julien Anne Boyd*  
Witnesses as to "Party of the  
Second Part"

CANDLELIGHT APARTMENTS III, LTD., a  
Florida limited partnership  
BY: CARDINAL INDUSTRIES, INC., an  
Ohio corporation, as general partner

BY: *M. E. Gray*  
MICHAEL E. GRAY, Vice-President

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally  
appeared MICHAEL E. GRAY, Vice-President of CARDINAL INDUSTRIES,  
INC., an Ohio corporation, as general partner of CANDLELIGHT  
APARTMENTS II, LTD., a Florida limited partnership, to  
me known and known by me to be the person who executed the foregoing  
instrument, and he acknowledged before me that he executed same  
freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Sanford, in the  
County and State aforesaid on this the 9th day of March,  
19 87.

*Julien Anne Boyd*  
Notary Public - State of Florida  
My Commission Expires: Jan. 18, 1990

STATE OF FLORIDA  
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally  
appeared MICHAEL E. GRAY, Vice-President of CARDINAL INDUSTRIES,  
INC., an Ohio corporation, as general partner of CANDLELIGHT  
APARTMENTS III, LTD., a Florida limited partnership, to  
me known and known by me to be the person who executed the foregoing  
instrument, and he acknowledged before me that he executed same  
freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Sanford, in the  
County and State aforesaid on this the 9th day of March,  
19 87.

*Julien Anne Boyd*  
Notary Public - State of Florida  
My Commission Expires: Jan. 18, 1990

EXHIBIT "A"

DESCRIPTION  
Phase II - A

Commencing at the Northwest corner of Lot 9 of Trebry, Unit No. 1, as recorded in Plat Book 16, Pages 68 and 69 of the Public Records of Hernando County, Florida; thence run South 26° 04' 9" West along the West boundary of said Lot 9 a distance of 264.48 feet; thence continue South 26° 04' 49" West a distance of 583.25 feet to the Southeast corner of Candlelight Apartments, Phase I; thence North 73° 03' 41" West 285.00 feet, along the Southerly line of Candlelight Apartments Phases I and II to the Southwest corner of said Candlelight Apartments, Phase II to the Point of Beginning; thence North 73° 03' 41" West 219.93 feet to the Southeast corner of Candlelight Apartments, Phase III; thence North 04° 31' 32" East, 307.18 feet along the Easterly line of said Candlelight Apartments, Phase III to the Northwest corner of said Candlelight Apartments, Phase II-A; thence South 73° 03' 41" East, 219.93 feet to a point of intersection with the Westerly line of said Candlelight Apartments, Phase II; thence South 04° 31' 32" West 307.18 feet, along the Westerly line of said Candlelight Apartments, Phase II, to the Point of Beginning.

Containing: 1.515 Acres, more or less

EXHIBIT "B"

PHASE III

Commencing at the Northwest corner of Lot 9 of Trebry, Unit No. I, as recorded in Plat Book 16, Pages 68 and 69 of the Public Records of Hernando County, Florida; thence run South 26° 04' 49" West along the West boundary of said Lot 9 for a distance of 264.48 feet; thence continue South 26° 04' 49" West for a distance of 583.25 feet to the Southeast corner of Candlelight Apartments, Phase I; thence run North 73° 03' 41" West 285.00 feet, along the Southerly line of Candlelight Apartments Phases I and II to the Southwest corner of said Candlelight Apartments, Phase II; thence continue North 73° 03' 41" West 219.93 feet to the Southwest corner of Candlelight Apartments Phase II-A and the Point of Beginning of this description; thence continue North 73° 03' 41" West, 434.07 feet; thence run North 37° 52' 27" East 890.83 feet to a point of intersection with the Southerly right of way of Candlelight Boulevard as it appears on the plat of Candlelight Unit 2, as recorded in Plat Book "17", Pages 64 and 65, Public Records of Hernando County, Florida, said point of intersection also being a point on a curve concave Northeasterly and having as its elements a central angle of 25° 27' 55", a radius of 450.00 feet with a tangent bearing of South 31° 25' 50" East; thence run along the arc of the afore described curve for a distance of 200.00 feet. Said arc of curve also being along the Southerly right of way of said Candlelight Boulevard; thence run South 04° 31' 32" West along the Westerly line of Candlelight Apartments Phase II for a distance of 446.60 feet; thence North 73° 03' 41" West, 219.93 feet to a point being the Northwest corner of Candlelight Apartments Phase II-A; thence South 04° 31' 32" West, 307.18 feet to the Point of Beginning.

Containing: 5.986 Acres, more or less.

COMPOSITE EXHIBIT "C"  
1 of 2

Sheet 1 of 2  
See Sheet 2 of 2 for  
Sketch of Description

CANDLELIGHT APARTMENTS (PHASE II)

24' Wide Ingress-Egress Easement

Commencing at the Northwest corner of Lot 9 of Trebry, Unit No. 1, as recorded in Plat Book 16, Pages 68 and 69 of the Public Records of Hernando County, Florida; thence run South 26 degrees 04' 49" West along the West boundary of said Lot 9 a distance of 264.48 feet; thence continue South 26 degrees 04' 49" West a distance of 583.25 feet to the Southeast corner of Candlelight Apartments, Phase I; thence North 73 degrees 03' 41" West 178.00 feet along the Southerly line of said Candlelight Apartments, Phase I; thence leaving said Southerly line, run North 13 degrees 26' 19" East, 85.00 feet; thence North 07 degrees 03' 41" West, 61.00 feet; thence North 14 degrees 56' 19" East, 60.00 feet to the Point of Beginning of that Ingress-Egress Easement to be described herein; the aforesaid easement being 24 feet in width and lying 12.0 feet on either side of the following described centerline, and lying Westerly of the afore described line bearing North 14 degrees 56' 19" East; North 87 degrees 23' 02" West, 140.00 feet to the P.C. of a curve concave to the North and having a radius of 120.00 feet; thence run Westerly along the arc of said curve through a central angle of 17 degrees 49' 22" for a distance of 37.33 feet to the P.T. thence run North 69 degrees 33' 40" West, 144.79 feet; thence North 75 degrees 20' 59" West, 14.22 feet to the most Westerly phase line of Candlelight Apartments (Phase II), said phase line being the termination of the afore described easement.

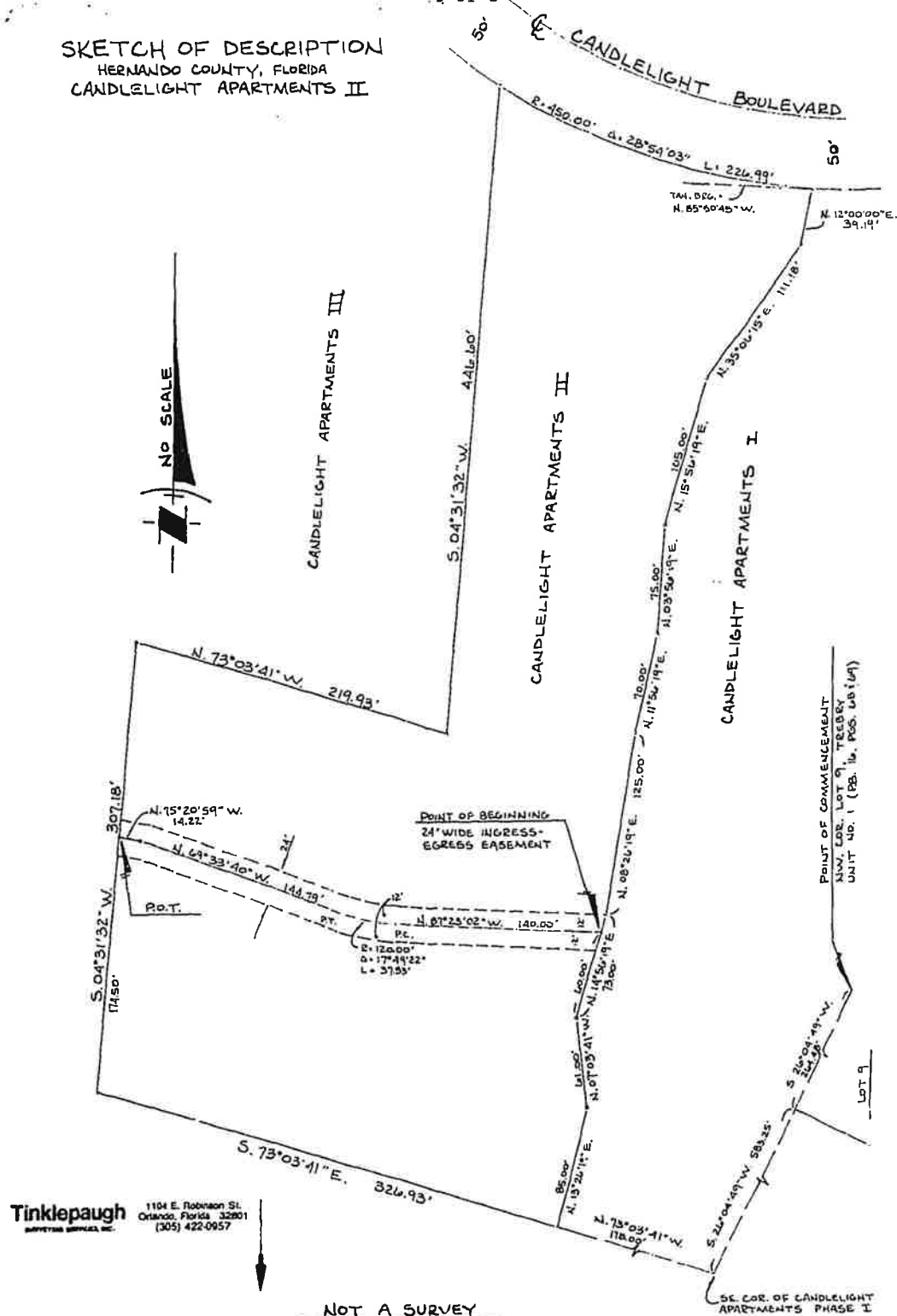
  
GERALD F. LIVERMORE, P.L.S.  
Florida Reg. Cert. No. 3517

Date

March 4, 1987



O. R. 644 PG 1837



COMPOSITE EXHIBIT "D"  
1 of 2

Sheet 1 of 2  
See Sheet 2 of 2 for  
Sketch of Description

CANDLELIGHT APARTMENTS (PHASE III)  
24' Wide Ingress-Egress Easement

Commencing at the Northwest corner of Lot 9 of Trebry, Unit No. 1, as recorded in Plat Book 16, Pages 68 and 69 of the Public Records of Hernando County, Florida; thence run South 26 degrees 04' 49" West along the West boundary of said Lot 9 for a distance of 264.48 feet; thence continue South 26 degrees 04' 49" West for a distance of 583.25 feet to the Southeast corner of Candlelight Apartments, Phase I; thence run North 73 degrees 03' 41" West 504.93 feet, along the Southerly line of Candlelight Apartments Phases I and II; thence North 04 degrees 31' 32" East, along the West line of Candlelight Apartments Phase II, for a distance of 174.50 feet to the Point of Beginning of that Ingress-Egress Easement to be described herein; the aforesaid easement being 24 feet in width and lying 12.0 feet on each side of the following described centerline, and lying Westerly of the aforescribed line bearing North 04 degrees 31' 31" East; said point being on a curve concave Northeasterly, having a tangent bearing of North 70 degrees 00' 20" West, and a radius of 142.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 79 degrees 54' 57" for a distance of 198.06 feet to the P.C.C. of a curve concave Easterly and having a radius of 55.65 feet; thence run Northeasterly along the arc of said curve through a central angle of 35 degrees 42' 28" for a distance of 34.68 feet to the P.T.; thence North 45 degrees 37' 05" East, 135.76 feet; thence North 36 degrees 03' 37" East, 142.39 feet to the P.C. of a curve concave Northwesterly and having a radius of 159.47 feet; thence run Northeasterly along the arc of said curve through a central angle of 20 degrees 52' 48" for a distance of 58.12 feet to the P.T.; thence North 15 degrees 10' 49" East, 91.46 feet, to the P.C. of a curve concave Southeasterly and having a radius of 86.45 feet; thence run Northerly along the arc of said curve through a central angle of 30 degrees 53' 12" for a distance of 46.61 feet to a point being on the Southwesterly right of way line of Candlelight Boulevard; said right of way being the termination of the afore described easement.

  
GERALD F. LIVERNOISE, P.L.S.  
Florida Reg. Cert. No. 3517

March 4, 1987  
Date



D.R. 644 PG 1838A



CONSENT BY MORTGAGEE

THE UNDERSIGNED, EMPIRE OF AMERICA FEDERAL SAVINGS BANK, Mortgagee under that certain Assignment of Mortgage from CARDINAL INDUSTRIES MORTGAGE COMPANY, an Ohio corporation, bearing date of February 22, 1985, recorded on February 26, 1985 in Official Records Book 572, at Page 0305, of the Public Records of Hernando County, Florida, assigning that certain Mortgage from CANDLELIGHT APARTMENTS II, LTD., a Florida limited partnership, bearing date of February 22, 1985, recorded on February 26, 1985 in Official Records Book 572, at Page 0292, of the Public Records of Hernando County, Florida, covering all or a portion of the property described in the foregoing Reciprocal Easement Agreement, does hereby consent to the terms of said Reciprocal Easement Agreement provided, however, neither the undersigned, nor its successors in title, shall be responsible for any of the liabilities or for the performance or non-performance of any of the obligations arising by virtue of said Reciprocal Easement Agreement.

IN WITNESS WHEREOF, these presents have been executed this 20<sup>th</sup> day of March, 1987.

EMPIRE OF AMERICA FEDERAL SAVINGS  
BANK

BY: Salvatore J. Gullone

(CORPORATE SEAL)

STATE OF NEW YORK  
COUNTY OF ERIE

BEFORE ME, the undersigned authority, appeared SALVATORE J. GULLONE, thus being well known and known by me to be the ASSISTANT VICE PRESIDENT, of EMPIRE OF AMERICA FEDERAL SAVINGS BANK, to me known to be the person described in and who executed the foregoing Consent by Mortgagee and acknowledged execution thereof to be his/her free act and deed as such officer, for the uses and purposes therein mentioned; and he/she affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Buffalo, in the County and State aforesaid, on this the 20<sup>th</sup> day of March, 1987.

Deborah A. Kosmoski  
Notary Public - State of New York  
My Commission Expires: \*

DEBORAH A. KOSMOSKI  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires March 30, 1987

**O.R. 644 PG 1840**