

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

Lafayette-Magnolia Intersection Project  
Tax ID # \_\_\_\_\_

**PERPETUAL SIDEWALK EASEMENT**

THIS PERPETUAL SIDEWALK EASEMENT ("Easement"), made and executed this \_\_\_ day of \_\_\_\_\_ 2008, by **SMITH INTERESTS GENERAL PARTNERSHIP, L.L.P.**, a Florida limited liability partnership organized and existing under the laws of the State of Florida, having a mailing address of c/o Mr. William G. Smith, Jr., P. O. Box 11248, Tallahassee, FL 32302-3248, as Grantor, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of 301 South Monroe Street, Tallahassee, Florida 32301, as Grantee.

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive perpetual easement in, over, under, on, and through the following described land ("Easement Area") for the purpose of clearing said lands as needed to excavate, construct, and maintain a sidewalk in connection with the Lafayette Street and Magnolia Drive Intersection Improvements Project, to-wit:

**See EXHIBIT "A" attached hereto and made a part hereof.**

The rights granted herein shall not be construed to interfere with or restrict the Grantor, its successors and assigns, from the use of the Easement Area, including without limitation the construction and maintenance of improvements along or adjacent to the Easement Area, so long as the same are so constructed as not to unreasonably interfere with the Grantee's use and maintenance of the Easement Area for the purposes set forth herein.

Grantor shall in no way be obligated under this instrument or otherwise to improve, repair or maintain the sidewalk constructed by the Grantee within the Easement Area, nor does the Grantor assume any liability or responsibility to Grantee, its invitees, agents, successors or assigns, or persons authorized by Grantee to use the Easement Area, other than for the negligent acts of the Grantor, its employees, invitees, agents, successors or assigns. Grantee hereby assumes all maintenance and repair responsibility and costs of its improvements constructed within the Easement Area. Grantee further assumes all risk of loss, damage or injury to its property (real or personal) or for any personal injury of third parties arising

from any use of its improvements constructed within the Easement Area, and, without waiving its right to sovereign immunity and to the extent allowed by Florida Statutes, Section 768.28 (2006) and any other applicable state or federal law, shall indemnify and hold harmless Grantor for any and all such injuries, damages, losses, actions, claims, suits and judgments arising in connection with the use of its improvements constructed within the Easement Area.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be duly executed the date first above written.

Signed, sealed, and delivered in the presence of:

Wanda S. Gilliam

(Signature)  
Wanda S. Gilliam

(Printed name of witness)

Suzanne Peschl

(Signature)  
Suzanne Peschl

(Printed name of witness)

Sylvia W. White

(Signature)  
SYLVIA W. White

(Printed name of witness)

Suzanne Peschl

(Signature)  
Suzanne Peschl

(Printed name of witness)

**SMITH INTERESTS GENERAL PARTNERSHIP, L.L.P.**, a Florida limited liability partnership

By: WGS

Name: William G. Smith, Jr.

Title: Co-Managing General Partner

And

By: J. Vereen Smith, Jr.

Name: J. Vereen Smith, Jr.

Title: Co-Managing General Partner

ATTEST:  
Clerk of the Circuit Court  
Leon County, Florida

By: \_\_\_\_\_  
Clerk of the Circuit Court

**LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: Bryan Desloge  
Title: Chairman, Board of County Commissioners

APPROVED AS TO FORM:  
County Attorney's Office  
Leon County, Florida

By: \_\_\_\_\_  
County Attorney



**JOINDER AND CONSENT OF GROUND LESSEE**

The undersigned, **CAPITOL EAST HOTEL ASSOCIATES, LLC**, a Florida limited liability company, as the lessee, by assignment, under that certain Consolidated, Amended, and Restated Indenture of Lease dated September 28, 1994, with Smith Interests General Partnership, L.L.P., as lessor, as amended, for the land which encompasses the Easement Area identified in the foregoing Perpetual Sidewalk Easement hereby joins in and consents to the foregoing Perpetual Sidewalk Easement.

Signed, sealed, and delivered in the presence of:

**CAPITOL EAST HOTEL ASSOCIATES, LLC**,  
a Florida limited liability company

(Signature) \_\_\_\_\_

S. Norman Giovenco  
(Printed name of witness)

By: \_\_\_\_\_

Print Name: Ford B. Smith

Title: Manager

(Signature) \_\_\_\_\_

Sara Halliday  
(Printed name of witness)

STATE OF FLORIDA )

SS:

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2008, by Ford B. Smith, as the Manager of Capitol East Hotel Associates, LLC, a Florida limited liability company, who is personally known to me  or who has produced \_\_\_\_\_ as identification.



(Signature) \_\_\_\_\_  
NOTARY PUBLIC  
Print Name Sara Halliday  
My Commission Expires: 2/14/2010

**JOINDER AND CONSENT OF SUBTENANT**

The undersigned, **APPLE TWO ASSOCIATES, INC.**, a Florida corporation, as the tenant under that certain Lease Agreement dated January 7, 2008, with Capitol East Hotel Associates, LLC, as landlord, as amended by First Amendment to Lease Agreement dated April 16, 2008, covering approximately 5,400 square feet of space in the building located at 1355 Apalachee Parkway, Tallahassee, Leon County, FL, near the Easement Area identified in the foregoing Perpetual Sidewalk Easement, hereby joins in and consents to the foregoing Perpetual Sidewalk Easement.

Signed, sealed, and delivered in the presence of:

**APPLE TWO ASSOCIATES, INC.**, a Florida corporation

Belinda Lora  
(Signature)  
Belinda Lora  
(Printed name of witness)

By: Allen S. Musikantow  
Chairman

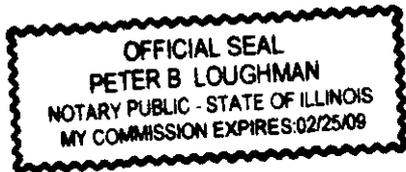
Rudy Wallerstedt  
(Signature)  
RUDY WALLERSTEDT  
(Printed name of witness)

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, Peter B. Loughman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Allen S. Musikantow, personally known to me to be the Chairman of Apple Two Associates, Inc., a Florida corporation ("Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Chairman, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of NOVEMBER, 2008.

Peter B. Loughman  
Notary Public





A Sidewalk Easement lying within that property described in Official Record Book 1244, at Page 1322 of the Public Records of Leon County, Florida, said Sidewalk Easement being more particularly described as follows:

**BEGIN** at the intersection of the easterly right-of-way boundary of Magnolia Drive and the northerly right-of-way boundary of Lafayette Drive, also being the southwest corner of that property described in Official Record Book 1244, at Page 1322; thence, along said easterly right-of-way boundary of Magnolia Drive, North 01 degrees 23 minutes 50 seconds East 132.22 feet; thence, leaving said easterly right-of-way boundary, South 00 degrees 13 minutes 43 seconds East 111.84 feet; thence South 38 degrees 40 minutes 12 seconds East 3.09 feet; thence South 19 degrees 18 minutes 28 seconds East 21.61 feet to an intersection with said northerly right-of-way boundary of Lafayette Drive; thence, along said northerly right-of-way boundary, North 79 degrees 03 minutes 05 seconds West 12.98 feet to the **POINT OF BEGINNING**; containing 355 square feet (0.01 of an acre), more or less.

The above legal description is graphically represented on the attached sketch and by reference incorporated herein, and is not complete without said sketch.

This description meets all applicable requirements of the Florida Minimum Technical Standards as contained in Chapter 61G17-6 of the Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

  
F. ERWIN ARNOLD, FSM  
Professional Surveyor and Mapper  
Florida License Number 4279

04-08-08

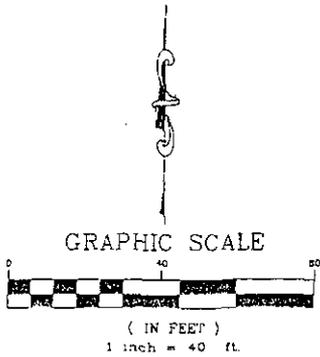
NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE SIGNING SURVEYOR

EXHIBIT "A" (2 pages)

"THIS SKETCH IS NOT COMPLETE WITHOUT THE ATTACHED LEGAL DESCRIPTION."

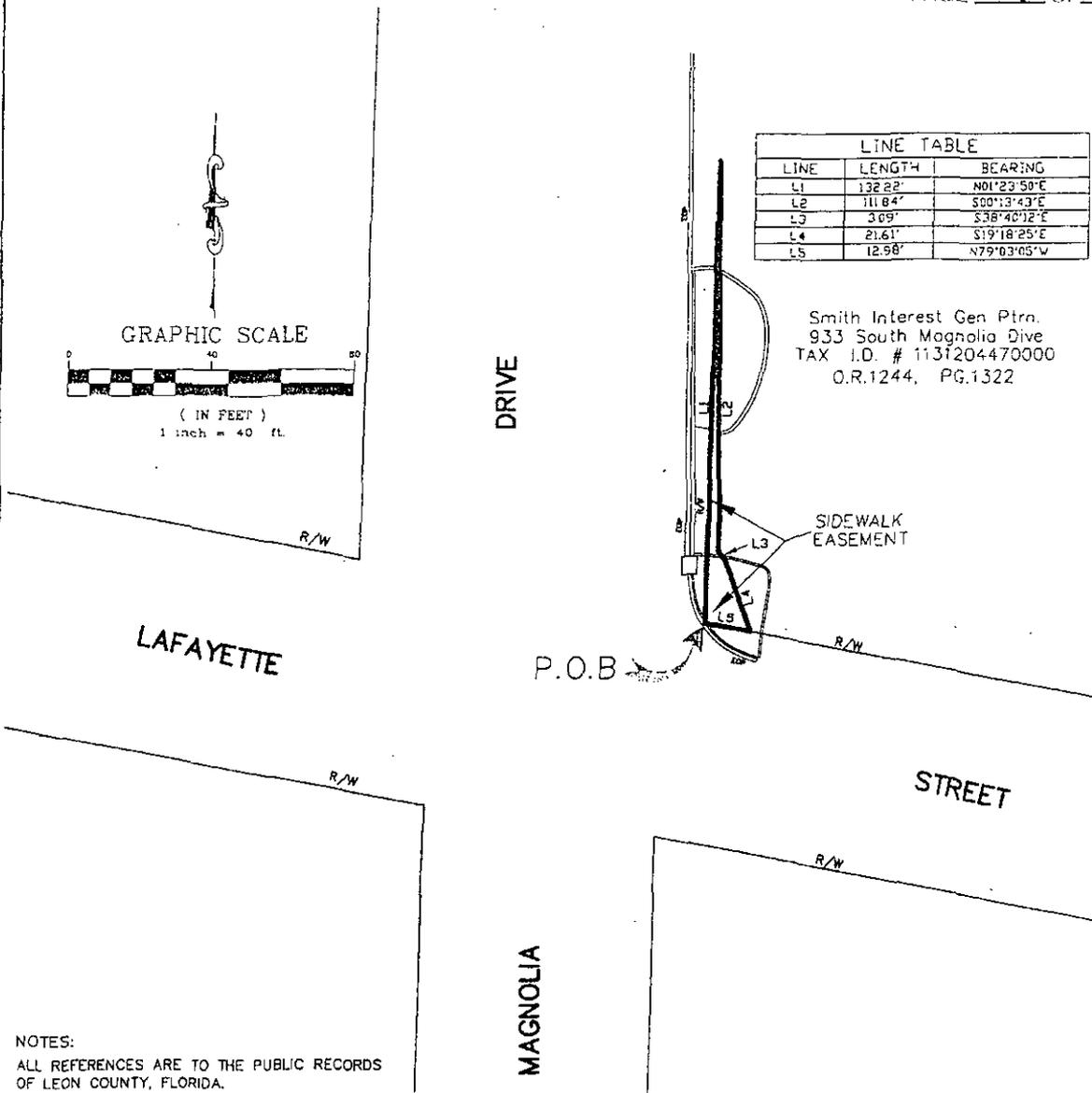
"NOT A SURVEY"

ATTACHMENT # 1  
PAGE 7 OF 7



LINE TABLE		
LINE	LENGTH	BEARING
L1	132.22'	N01°23'50"E
L2	111.84'	S00°13'43"E
L3	3.09'	S38°40'12"E
L4	21.61'	S19°18'25"E
L5	12.98'	N79°03'05"W

Smith Interest Gen Ptn.  
933 South Magnolia Drive  
TAX I.D. # 1131204470000  
O.R.1244, PG.1322



**NOTES:**

ALL REFERENCES ARE TO THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

THE BEARINGS FOR THE ATTACHED DESCRIPTION ARE BASED ON BEARINGS USED IN THE PROPERTY DESCRIPTION IN OFFICIAL RECORD BOOK 1244, PAGE 1322, OF LEON COUNTY, FLORIDA.

A TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY OF THE SUBJECT PROPERTY HAS NOT BEEN PROVIDED THE UNDERSIGNED. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS, WHICH COULD AFFECT THE BOUNDARIES. INFORMATION FOR THIS DESCRIPTION IS BASED ON DOCUMENTS OF PUBLIC RECORDS.

THIS SKETCH IS NOT COMPLETE WITHOUT THE ATTACHED DESCRIPTION.

(SKETCH OF DESCRIPTION)

Abbreviations and Symbols

(SIDEWALK EASEMENT)

MAGNOLIA ROAD

REF. = REFERENCE	P.O.C. = Point of Commencement	F.D.O.T. = Florida Department of Transportation	R/C = Rebar & Cap	Cor. = corner	No. = Number
ACQ. = Acquisition	P.O.B. = Point of Beginning	T.C.E. = Temporary Construction Easement	I.P. = Iron pipe		STA. = Station
PG. = PAGE	G.P.S. = Global Positioning System	P.T. = Point of Tangency	FCM = Found concrete monument	CONST. = Construction	
TWP = Township	C.O.T. = City of Tallahassee	P.C. = Point of Curvature	TCM = Terra-cotta Monument	E.O.P. = Edge of Pavement	
RZE = Range	TLC = Tallahassee County	T = Tangent length	CM = Concrete Monument	± = Centerline	
D.B. = Deed Book	(D) = Deed Information	Δ = Central Angle(Delta)	Δ = Aerial Target control	± = Property Line	
O.R. = Official Record	(F) = Field Information	R = Radius	□ = Found concrete monument	± = Baseline	
P.S. = Plat Book	(P) = Plat Information	L = Arc length	○ = Found iron pipe/Rebar cap	± = Point of Reverse Curve	
Tax. Id. = Tax. Identification	(C) = Computed Information	CH = Chord	○ = Set (5/8" Rebar/Plastic cap OR Nail/Disk marked C.O.T. RW.	(NTS) = Not to Scale	
R/W = Right-of-Way					

WORK ORDER:  
0100048

P:\SMITH\DWG  
MAG-LAF.DWG

CAD TECH: RCS

DATE: 4-4-2001

CITY OF TALLAHASSEE

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PUBLIC WORKS DEPARTMENT 300 SOUTH ADAMS STREET - TALLAHASSEE, FLORIDA 32301 ENGINEERING DIVISION