

This Instrument Prepared By &
Following Recordation To Be Returned to:
Randall C. Smith, Esquire
PO BOX 2022
APOPKA, FLORIDA 32704

JOINT EASEMENT AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 2023, by and between Thirumala Hotels LLC, a Florida limited liability company, (hereinafter “**Thirumala**”), whose mailing address is 2635 McCoy Road, Orlando, Florida 32809, and Avigna Hotels LLC, a Florida limited liability company, (hereinafter “**Avigna**”), whose mailing address is 10644 Lago Bella Drive, Orlando, Florida 32832.

WHEREAS, Thirumala and Avigna are the record owners in fee simple of certain real properties situated in Orange County, Florida depicted and hereinafter referred to as the “**Avigna Tract**” and the “**Thirumala Tract**” by *Exhibit A*, attached hereto and incorporated herein; and

WHEREAS, the Thirumala Tract has already been developed for use as a hotel, while the Avigna Tract is presently undeveloped and is intended for future development as an additional hotel; and

WHEREAS, certain joint easements have been agreed upon by the parties to facilitate the development of the Avigna Tract, the said easements to operate for the benefit of both parties hereto; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the parties intending to be legally bound, it is agreed as follows:

1. Recitals Incorporated into Agreement. The parties hereby acknowledge that the foregoing recitals are true and correct which such recitals are hereby incorporated into this agreement as mutually binding covenants.
2. Grant of Joint Drainage, Utility, Ingress & Egress, Landscape, and Parking Easements. Thirumala and Avigna hereby assign, convey and set over each to the other, on the terms and conditions hereinafter set forth, non-exclusive, private, joint easements for construction, use, and maintenance of drainage facilities, a sanitary sewer pump station and force main, electrical and other utilities whether above or below ground, ingress and egress to the respective tracts of the parties, landscape facilities, parking, and for any related infrastructure that will be required for development and operation of the Thirumala and Avigna Parcels, all as more fully shown by **Exhibit A**, attached hereto and incorporated herein. It is further agreed that all costs and expenses related to the construction and maintenance of improvements subject to this easement agreement that

are to be used solely to serve development of one of the two Tracts shall be the sole responsibility of the owner of that Tract. Once substantially completed, maintenance costs of facilities serving only the Tract on which located shall be born solely by the owner of the Tract on which located. Maintenance costs of facilities subject to this agreement serving both Tracts or that are located on the boundary between the two Tracts shall be borne by the parties in equal share. The costs of maintenance and repair or replacement of facilities for which the parties are jointly responsible and each party's share thereof shall be calculated annually, or at more frequent intervals, and shall be assessed against each party according to its share, which such assessment shall constitute a lien upon such party's interest in the joint easement until paid.

3. Remedy Upon Default. Any such assessment that remains unpaid for a period of more than 30 days after notice shall constitute an event of default by the delinquent party. In the event of such a default, non-delinquent party may thereafter foreclose its lien against the joint easement in the manner provided by law for interests in real property. The foreclosing party shall be entitled to recover the expense of foreclosure, including, without limitation, reasonable attorney's fees incurred in connection therewith.

4. Warranties & Covenants. The parties hereto hereby covenant and warrant that they are lawfully seized of their respective Parcels in fee simple and have the full right and authority to make this agreement. The joint easements hereby created shall bind the parties hereto, their successors and assigns, and shall constitute a covenant running with the land until terminated in accordance with this agreement.

5. Termination of Joint Use Easement. The joint easements hereby created shall terminate and thereafter shall have no force or effect at such time as (a) the parties, their successors or assigns, shall cease active use of the said easements for the purposes herein provided, or (b) the improvements on the two Parcels shall be demolished or destroyed.

6. Indemnification. The parties to this Agreement, for themselves, their successors and assigns hereby agree fully to indemnify and hold harmless the other party, its successors and assigns, from any and all claims, injury, loss, and damage of whatsoever kind arising out of the indemnitor's use of the joint easements hereby created, including without limitation reasonable attorney's fees and other litigation expenses incurred by such indemnitee.

7. Specific Performance, Injunctive Relief. In addition to any other remedies available at law or in equity, the parties further stipulate and agree that the provisions of this agreement may be specifically enforced, whether by specific performance or injunction, due to the fact that money damages would be insufficient to redress such injuries.

8. Miscellaneous. This agreement shall be construed and interpreted in accordance with the laws of Florida. The parties stipulate to venue and jurisdiction in the

Courts of Orange County, Florida with respect to all disputes arising out of this agreement. In the event of litigation arising out of this agreement, the prevailing party therein shall be entitled to recover the costs of such litigation, including reasonable attorney's fees, whether incurred at the trial or appellate court level or in any bankruptcy proceeding.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed on their behalf on the day and year first hereinabove written.

Signed, Sealed and Delivered
In Our Presence:

Thirumala Hotels LLC

Witness
Printed Name:

By: _____
Jalandhar Eligeti, Manager

Witness
Printed Name:

Signed, Sealed and Delivered
In Our Presence:

Avigna Hotels LLC

Witness
Printed Name:

By: _____
Jalandhar Eligeti, Manager

Witness
Printed Name:

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

The undersigned does hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, Jalandhar Eligeti, as Manager of Thirumala Hotels LLC and Avigna Hotels LLC, appeared in person and not by way of online notarization, who is _____ personally known or _____ satisfactorily identified by _____ to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he or she executed the same in the capacity and for the purposes therein contained.

Witness my hand and official seal in the State and County aforesaid, this ____ day of _____, 2023.

[SEAL]

Notary Public