

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

Christian S. Bruno, Esq.  
Cozen O'Connor  
Southeast Financial Center,  
200 South Biscayne Blvd., 30<sup>th</sup> Floor  
Miami, FL 33131

AGREEMENT

THIS AGREEMENT (this "Agreement") made this 4 day of SEPTEMBER, 2019 (the "Effective Date"), by and between SJS BELLE ISLE COMMONS, LLC, a New Jersey limited liability company (hereinafter designated as "FIRST PARTY"), and SHAYONA OF ORLANDO LLC, a Florida limited liability company (hereinafter designated as "SECOND PARTY");

WITNESSETH:

WHEREAS, FIRST PARTY is the owner of Parcel 1, annexed hereto and incorporated herein by reference as Schedule 1, in Orange County, Florida; and

WHEREAS, SECOND PARTY is the owner of Parcel 2, annexed hereto and incorporated by reference as Schedule 2, in Orange County, Florida; and

WHEREAS, Leon Chira, predecessor-in-interest to ownership of Parcel 1 to FIRST PARTY and George C. Miller, Jr. and John W. Miller, individually and d/b/a Miller Brothers, predecessor-in-interest of Parcel 2 to SECOND PARTY, entered into that certain Agreement dated November 7, 1980 and recorded in Official Records Book 3158, page 106, Public Records of Orange County, Florida (the "Expired Agreement"), to which the Expired Agreement amended that certain Agreement as to Party Wall and Cross Parking and Use dated January 30, 1975 and recorded in O. R. Book 2599, page 1171, Public Records of Orange County, Florida, as

amended by that certain Amendment to Party Wall and Cross Parking and Use Agreement dated May 18, 1978 and recorded in O. R. Book 2895, page 6, Public Records of Orange County, Florida (together, the "Prior Agreements"); and

WHEREAS, the Expired Agreement terminated by its terms on December 31, 2005, but the parties hereto have continued to honor certain provisions contained in the Expired Agreement and the Prior Agreements; and

WHEREAS, the parties hereto now desire to terminate, release and relinquish all easements and other rights and interests created or reserved by virtue of the Expired Agreement and Prior Agreements in their entirety, and establish a new agreement between the parties, as set forth herein.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), paid by FIRST PARTY to SECOND PARTY, and the promises and covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Cross-Parking Rights.** Each of the parties hereto owns buildings within the northerly 70' of the property each owns, as more particularly described in Schedule 1 and Schedule 2 annexed hereto, respectively (the property upon which buildings are presently located shall be known and described herein as "Building Area"). The southerly 60' approximately of the property described herein as Schedule 1 and Schedule 2 annexed hereto, and the easterly 60' of Parcel 2 (all of which shall be referred to herein as "Common Area"), shall be developed and used as a Parking Area for the tenants and lessees of the parties hereto, and/or their customers and invitees, and each of the parties hereto grants a non-exclusive easement for cross-parking

purposes to the other party hereto and the lessees, successors and assigns of each, and the customers and invitees. It is understood and agreed that the southerly 60' of the property described in Schedule 1 and Schedule 2, approximately, shall be used for parking and driveway purposes, and the easterly 60' of the property described in Schedule 2, annexed hereto, shall be also utilized for parking and as a drive, and that this area shall be reserved as Common Area for parking and ingress and egress, on a non-exclusive basis by each of the parties hereto. Each of the parties shall be responsible for the repair and maintenance of the Common Area within the boundary of the particular parcel owned by each party and each party covenants and agrees that the invitees and customers of the parties hereto and their respective lessees, successors and assignees, shall have the use for parking and ingress and egress of all of the area designated as Common Area within the boundaries of the properties described in Schedule 1 and Schedule 2 annexed hereto.

3. **Party Wall Declaration.** The building constructed on Parcel 2 was constructed easterly of the westerly boundary of Parcel 2 so that the westerly wall constructed on Parcel 2 is not contiguous to the property line of Parcel 2. Accordingly, the westerly boundary of the present building owned by SECOND PARTY on Parcel 2 shall be considered to be the party wall (the "Party Wall") for the parties hereto, notwithstanding the exact location of such wall. FIRST PARTY shall have the right to use the westerly wall of the Party Wall, notwithstanding the exact location of such wall.

4. **Repairs to Party Wall.** FIRST PARTY shall promptly make repairs and/or replacements to the Party Wall due to damage arising or resulting from, or in any way related to, FIRST PARTY's use thereof, which includes, without limitation, damage caused by FIRST PARTY's agents, representatives, and/or contractors. SECOND PARTY shall promptly make

repairs and/or replacements to the Party Wall due to damage arising or resulting from, or in any way related to, SECOND PARTY's use thereof, which includes, without limitation, damage caused by SECOND PARTY's agents, representatives and/or contractors. In the event the Party Wall is damaged by fire or other casualty which is not attributable to either party hereto, then the parties hereto shall each be equally liable and responsible to pay one-half of the total costs for all necessary repairs and/or replacements to the Party Wall, and in that regard, the parties hereto mutually waive their respective rights of recovery against each other for loss or damage covered by any insurance policy now or hereafter existing for the benefit of the respective party, but only to the extent of the net insurance proceeds payable under such policy or policies. All such repairs and/or replacements, as required herein, shall be performed in good, workmanlike and lawful manner with like or better kind and quality.

5. **Mutual Indemnification Obligations as to Party Wall.** FIRST PARTY shall indemnify, defend and hold harmless SECOND PARTY from and against any and all liability and claims for damages arising or resulting from, or in any way related to, FIRST PARTY's use of the Party Wall, which includes, without limitation, any and all liability and claims for damages caused by FIRST PARTY's agents, representatives and/or contractors. SECOND PARTY shall indemnify, defend and hold harmless FIRST PARTY from and against any and all liability and claims for damages arising or resulting from, or in any way related to, SECOND PARTY's use of the Party Wall, which includes, without limitation, any and all liability and claims for damages caused by SECOND PARTY's agents, representatives and/or contractors.

6. **Covenants to Run With the Land.** This Agreement and the rights set forth herein shall be perpetual, run with the land and shall benefit the successors and assigns of the parties hereto.

7. **Termination of Expired Agreement and Prior Agreements.** The parties hereto hereby terminate, release and relinquish all easements and other rights and interests created or reserved by virtue of the Expired Agreement and Prior Agreements in their entirety, and the provisions thereof shall have no further effect as of the Effective Date of this Agreement.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

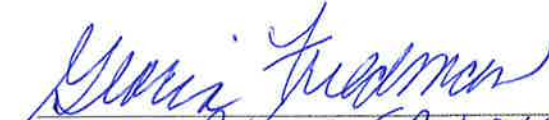
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[ *signature pages follow* ]

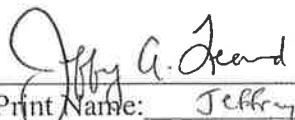
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

SJS BELLE ISLE COMMONS, LLC, a New Jersey limited liability company

  
Print Name: GLORIA FRIEDMAN


By:   
Stephen Cravitz, President

  
Print Name: Jeffrey A. LEONARD

SHAYONA OF ORLANDO LLC, a Florida limited liability company

  
Print Name: S. F. VAUGHN

By:   
Name: HARSHAD PATEL  
Title: as manager

  
Print Name: TUSHAR PATEL

STATE OF New Jersey :  
 : SS.  
COUNTY OF Burlington :

ON THIS, the 4th day of September, 2019, before me, the undersigned officer, a Notary Public, personally appeared Stephen Cravitz, who acknowledged himself to be the President of SJS Belle Isle Commons, LLC, for itself, its members, successors, assigns, and designees, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Dina M. Zornes  
Notary Public

Dina M. Zornes  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires on April 11, 2022

STATE OF Florida

:  
: SS.  
:

COUNTY OF Orange

ON THIS, the 13<sup>th</sup> day of September, 2019, before me, the undersigned officer, a Notary Public, personally appeared Harshad Patel Manager, who acknowledged himself to be the Manager of Shayona of Orlando LLC, for itself, its members, successors, assigns, and designees, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

  
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Notary Public





## SCHEDULE 1

### PARCEL 1

From the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 23 South, Range 30 East, run thence N. 00° 06' 24" E. along the centerline of Conway Road, a distance of 782.73 feet; thence S. 89° 50' 19" W. a distance of 53.00 feet to a Point on the West right-of-way line of said Conway Road, thence S. 00° 06' 24" W, along said right-of-way line a distance of 120.00 feet for a point of beginning; thence continue S. 00° 06' 24" W. a distance of 25.00 feet; thence S 89° 50' 19" W. a distance of 400.00 feet; thence N 00° 06' 24" E. a distance of 145.00 feet; thence N 89° 50' 19" E. a distance of 270.00 feet; thence S. 00° 06' 24" W. a distance of 120.00 feet; thence N. 89° 50' 19" E. a distance of 130.00 feet to the point of beginning.

## SCHEDULE 2

### PARCEL 2

From the NE corner of the NW 1/4 of the SE 1/4 of Section 17, Twp 23 South, Rng 30 East, run S 00° 06' 21" W along the E line of said NW 1/4 of the SE 1/4 a distance of 1338.57 ft. to the SE corner of said NW 1/4 of the SE 1/4; thence S 89° 50' 25" W along the S line of said NW 1/4 of the SE 1/4 a distance of 53 ft; run thence S 00° 06' 21" W a distance of 556 ft. to the Point of Beginning; from the Point of Beginning continue thence S 00° 06' 21 W a distance of 120 ft; thence S 89° 50' 19" W a distance of 130 ft; thence N 00° 06' 21" E a distance of 120 ft; thence N 89 50' 25" E 130 ft; to the Point of Beginning.