This Instrument prepared by
and return to:
Mark W. Garrett
Garrett Law Firm, PA (063.061)
1850 Lee Road, Suite 302
Winter Park, Florida 32789

NONEXCLUSIVE ACCESS AND PARKING EASEMENT

THIS NONEXCLUSIVE ACCESS AND PARKING EASEMENT is made and executed and this _____ day of _____, 20___, by Seminole County, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771 ("Grantor") in favor and for the benefit of Central Florida Lending, LLC, a Florida limited liability company, its successors and assigns, whose address is 108 Commerce Street, Suite 200, Lake Mary, Florida 32746 ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the record owners of certain real property more particularly described and depicted on Exhibit "A", attached to and incorporated in this Easement by reference, as the "Easement Area Shaded Area" (in this Easement referred to as "Easement Parcel"); and

WHEREAS, Grantor intends to create an easement for access and parking on and over the Easement Parcel.

NOW THEREFORE, for and in consideration of the premises set forth in this Easement, Grantor hereby declares, proclaims, and publishes as follows:

1. Easement for Access and Parking: Grantor hereby creates and declares a perpetual non-exclusive easement for access and parking, in, upon, over, and across the Easement Parcel, for the purpose of ingress, egress and passage (both pedestrian and vehicular) and parking for the benefit of and appurtenant to the property owned by Grantee more particularly described and depicted on Exhibit "A" as the "Benefitted Parcel" (in this Easement referred to as the "Benefitted Parcel"). The access easement extends to and burdens the entirety of the Easement Parcel, and parking will be limited to those parking spaces located between the "Single Story Commercial Building" and the Easement Parcel as depicted on the attached Exhibit "A." This parking configuration may be amended from time to time by separate unrecorded written agreement of the parties. Grantee shall not use the Easement Parcel in any manner that impedes the access of Grantor to Grantor's adjacent property. This access and parking easement is binding upon the Grantor and is for the benefit of all parties having or subsequently acquiring any right, title, or interest in and to the Benefitted Parcel or any portion of it. The parties will jointly be responsible for the cost of maintaining the Easement Parcel in good repair.

2. Use and Occupancy: The use and occupancy of the Benefitted Parcel may change from time to time and is not confined to the present use. The rights and privileges granted in this

Easement will benefit all improvements now or subsequently located on the Benefitted Parcel. No reasonable exercise of any rights granted under this Easement may be deemed an overburdening of the particular easement area affected. In addition to access and parking, Grantee is authorized to place and maintain, at Grantee's cost, a garbage "dumpster" servicing both the Benefited Parcel and Grantor's treatment facility located to the south of the Easement Area in such place as the parties and the waste management company responsible for servicing said dumpster may agree and designate.

3. Governing Law: The declarations of this Easement will be construed and enforced by and in accordance with the laws of the State of Florida. The sole jurisdiction and venue for any legal action in connection with this Easement will be in the courts of Seminole County, Florida.

4. Modification and Termination: The terms and provisions of this agreement may be modified, supplemented, or terminated only by a written agreement by and between the Grantor and Grantee, and any such instrument will be effective only upon recording in the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be duly executed on the date first stated above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
AMY LOCKHART, Chairman

Date:_____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 20___, regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

[Acceptance by Grantee on follows on Page 3.]

ACCEPTANCE BY GRANTEE:

ATTEST:

Witness

Abbigayle Colbourne
Print Name

Witness

Print Name

CENTRAL FLORIDA LENDING, LLC

William Roosa, Manager

STATE OF FLORIDA
COUNTY OF Hillsborough

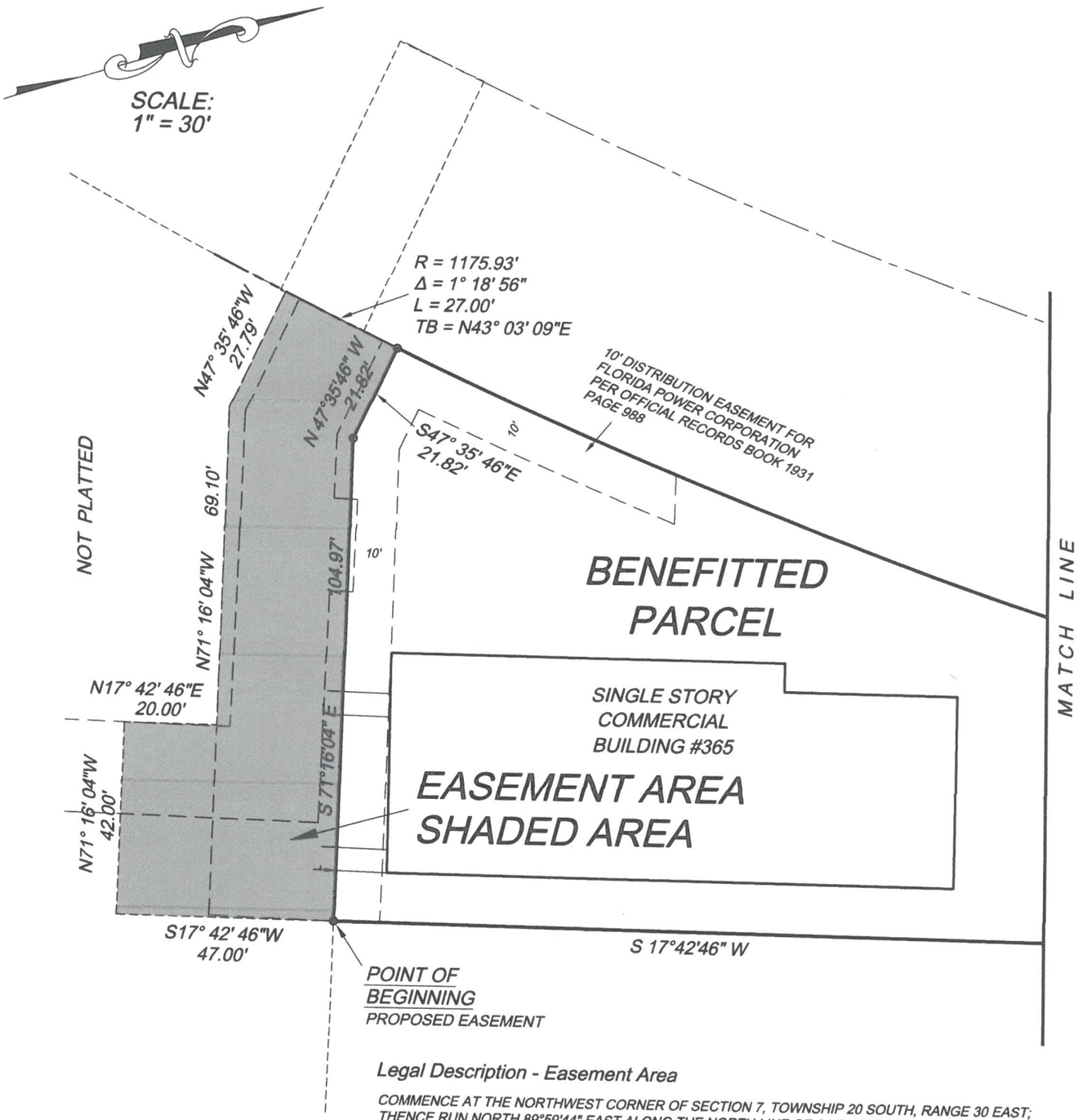
The foregoing instrument was hereby acknowledged before me by William Roosa, as Manager, on behalf of the within named entity, on this 19th day of Dec, 2022, and ☐ who is known to me personally or ☐ has shown Florida DL as identification.

NOTARY PUBLIC
Print Name Ozzie Rubin
Notary Public in and for the County
and State Aforementioned
My commission expires: Feb 22, 2025

T:\Users\dshields\Cases\Public Works\Active Cases\Easement Agreement for 350 International Parkway\Access and parking easement for CFL, LLC (DGS rev. 2).docx

OZZIE RUBIN
Notary Public - State of Florida
Commission # HH 095768
My Comm. Expires Feb 22, 2025
Bonded through National Notary Assn.

SKETCH OF DESCRIPTION
OF
PROPOSED EASEMENT
365 INTERNATIONAL BOULEVARD
LAKE MARY, SEMINOLE COUNTY, FLORIDA



Legal Description - Easement Area

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE RUN NORTH 89°59'44" EAST ALONG THE NORTH LINE OF SAID SECTION 7 FOR A DISTANCE OF 516.92 FEET: THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY OF THE ABANDONED ATLANTIC COASTLINE RAILROAD, ACCORDING TO THE RIGHT OF WAY TRACK MAP, S&ST PRR SANFORD TO TRILBY, AS FILED BY THE OFFICE OF VALUATION ENGINEER, WILMINGTON, NORTH CAROLINA, IN THE YEAR 1917 FOR THE FOLLOWING COURSES AND DISTANCES AS THEY PRESENTLY EXIST: SOUTH 04°19'55" EAST, 1484.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING AS ITS ELEMENTS A CENTRAL ANGLE OF 30°13'08", A RADIUS OF 1115.93 FEET: THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 588.57 FEET; THENCE RUN SOUTH 64°06'47" EAST ALONG A LINE RADIAL TO SAID CURVE 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE AFOREMENTIONED ABANDONED ATLANTIC COASTLINE RAILROAD; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 72°17'14" EAST, 29.22 FEET; THENCE SOUTH 17°42'46" WEST, 335.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH 17°42'46" WEST, 47.00 FEET; THENCE NORTH 71°16'04" WEST, 42.00 FEET; THENCE NORTH 17°42'46" EAST, 20.00 FEET; THENCE NORTH 71°16'04" WEST, 69.10 FEET; THENCE NORTH 47°35'46" WEST, 27.79 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE AFOREMENTIONED ABANDONED ATLANTIC COASTLINE RAILROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A TANGENT BEARING OF NORTH 43°43'09" EAST AND A RADIUS OF 1175.93 FEET: THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°18'56" FOR A DISTANCE OF 27.00 FEET; THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 47°35'46" EAST, 21.82 FEET; THENCE SOUTH 71°16'04" EAST, 104.97 FEET TO THE POINT OF BEGINNING.

Surveyors Notes

1. The bearings shown hereon are based upon the North line of Section 7-20-30, having a bearing of N 89°59'44" E per deed.
2. Not valid without the signature and the original raised seal of the Professional Surveyor and Mapper.
3. Sketch of Description only. No corners were set as a result of this sketch.

HARTLEY SURVEYING, INC
283 TIGER LILY COURT
ALTAMONTE SPRINGS, FL 32714
407-383-6978 407-788-9415 (FAX)
LB #7197
JEFF L. HARTLEY PSM #5716
DATE: 10/06/18

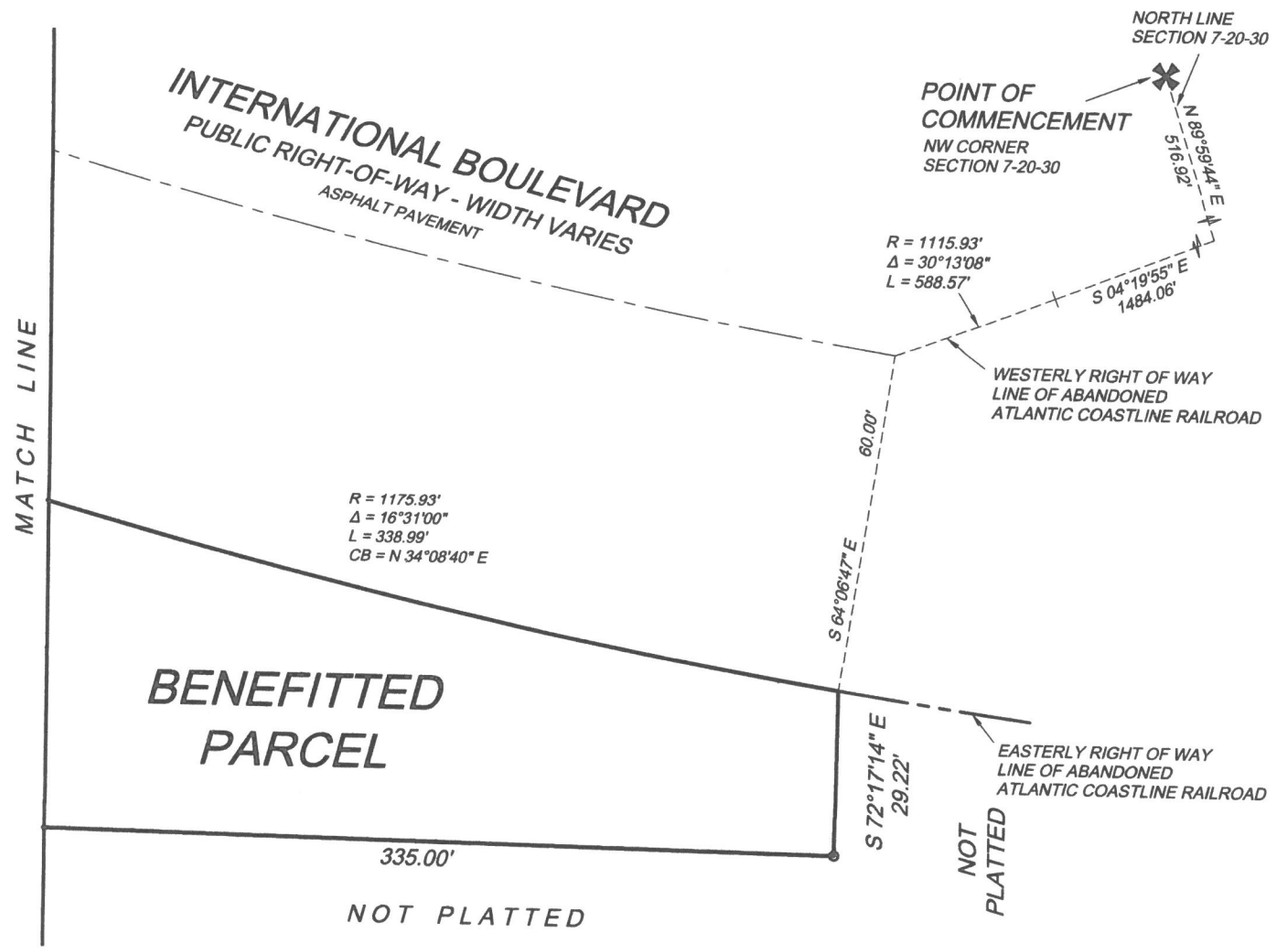
EXHIBIT "A"

SKETCH OF DESCRIPTION

OF

PROPOSED EASEMENT
365 INTERNATIONAL BOULEVARD
LAKE MARY, SEMINOLE COUNTY, FLORIDA

SCALE:
1" = 30'



Legal Description - Benefitted Parcel

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 30 EAST;
THENCE RUN NORTH 89°59'44" EAST ALONG THE NORTH LINE OF SAID SECTION 7 FOR A DISTANCE OF 516.92 FEET: THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY OF THE ABANDONED ATLANTIC COASTLINE RAILROAD, ACCORDING TO THE RIGHT OF WAY TRACK MAP, S&ST PRR SANFORD TO TRILBY, AS FILED BY THE OFFICE OF VALUATION ENGINEER, WILMINGTON, NORTH CAROLINA, IN THE YEAR 1917 FOR THE FOLLOWING COURSES AND DISTANCES AS THEY PRESENTLY EXIST: SOUTH 04°19'55" EAST, 1484.06 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING AS ITS ELEMENTS A CENTRAL ANGLE OF 30°13'08", A RADIUS OF 1115.93 FEET: THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 588.57 FEET; THENCE RUN SOUTH 64°06'47" EAST ALONG A LINE RADIAL TO SAID CURVE 60.00 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE AFOREMENTIONED ABANDONED ATLANTIC COASTLINE RAILROAD; SAID POINT ALSO BEING THE POINT OF BEGINNING: THENCE LEAVING SAID RIGHT OF WAY RUN SOUTH 12°17'14" EAST, 29.22 FEET; THENCE SOUTH 17°42'46" WEST, 335.00 FEET THENCE NORTH 71°16'04" WEST, 104.97 FEET: THENCE NORTH 47°35'46" WEST, 21.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF THE AFOREMENTIONED ABANDONED ATLANTIC COASTLINE RAILROAD; SAID POINT BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A TANGENT BEARING OF NORTH 42°24'14" EAST AND A RADIUS OF 1175.93 FEET: THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°31'01" FOR A DISTANCE OF 338.99 FEET TO THE POINT OF BEGINNING.