

PREPARED BY & RETURN TO:

Gary N. Strohauser, Esquire
Strohauser & Mannion, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33755

INSTRUMENT # 2020309472
07/30/2020 at 09:31:24 AM
Deputy Clerk: MTERRELL
Pat Frank, Clerk of the Circuit Court
Hillsborough County

DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT made this 21 day of July, 2020, by and between SSGT 9811 PROGRESS BLVD, LLC, a Delaware limited liability company, hereinafter "GRANTOR" and PROGRESS PARK, LLC, a Florida limited liability company, whose address is 2119 NE Coachman Road, Clearwater, FL 33764, hereinafter "GRANTEE."

WITNESSETH

WHEREAS, GRANTOR owns real property as set forth in Exhibit "A" attached hereto and incorporated herein by reference, (the "Burdened Property"), which is adjacent to two (2) parcels of property owned by GRANTEE as set forth in Exhibit "B" attached hereto and incorporated herein by reference (herein referred to as "Parcel A" and "Parcel B" and collectively as the "Benefited Property"); and

WHEREAS, GRANTOR has agreed to grant to GRANTEE an easement for drainage across a portion of Burdened Property which portion is described on Exhibit "C" attached hereto (the "Easement Area"); and

WHEREAS, GRANTEE accepts this easement; and

WHEREAS, GRANTOR and GRANTEE have agreed to the following terms and conditions.

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and the promises and mutual covenants hereinafter set forth, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are an integral part hereof and not merely recitals hereto.

2. Provisions Regarding Easement.

A. Grant of Easement. Grantor hereby grants and conveys to Grantee, a permanent, non-exclusive easement on, over, and across the Easement Area for the purpose of providing drainage to the Benefited Property and permitting Grantee to pass and discharge storm and surface waters from the Benefitted Property onto the Easement Area.

B. Term of Easement. The term of this easement, rights and privileges herein granted shall be perpetual.

C. Agreement Binding; Covenant Running with Land. This easement shall be a

covenant running with the land and Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the above described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under said Grantor, but against none other, subject to all matters set forth in the public records of Hillsborough County, Florida.

D. Non-exclusivity. The Easement, rights, and privileges granted herein are non-exclusive.

E. Use by Grantor. Grantor also retains, reserves, and shall continue to enjoy use of the surface of Easement Area for any and all purposes which do not interfere with and prevent the use by Grantee of the within easement, provided Grantor shall not construct or allow to be constructed on the Easement Area any structures which would deprive Grantee of access to the Benefited Property or interfere with Grantee's access to the Benefited Property.

F. Maintenance. Grantor shall be responsible for maintaining and repairing the drainage facilities in the Easement Area, which maintenance and repair shall include, without limitation, mowing, dredging and debris removal, provided that the costs and expenses incurred in such maintenance and repair shall be shared by Grantor, the owner of Parcel A and the owner of Parcel B (the owner of Parcel A and the owner of Parcel B being sometimes individually referred to herein as a "Parcel Owner" and Parcel A and Parcel B being sometimes individually referred to herein as a "Parcel"), with Grantor and each Parcel Owner being responsible for its proportionate share thereof, determined based upon the square footage of Burdened Property or Parcel or Parcels owned by said party divided by the square footage of the entirety of the Burdened Property and the Benefited Property, provided further, however, that each Parcel Owner's share of annual recurring maintenance and repair shall not exceed \$1,500 per year (the "Annual Cap"), except that capital expenditures that are not incurred on an annual basis shall be shared by Grantor and each Parcel Owner in the manner provided above without regard to the Annual Cap. Grantor shall periodically provide the owner of Parcel A and the owner of Parcel B with invoices for the costs and expenses of the maintenance and repair, together with a breakdown of the share to be paid by each Parcel Owner. Each Parcel Owner shall pay Grantor its share of said costs and expenses within five (5) business days of receiving an invoice from Grantor. If a Parcel Owner fails or refuses to pay its share of costs and expenses hereunder as and when required hereby (herein referred to as a "Non-Performing Party"), then such costs and expenses shall accrue interest thereon at a rate of eighteen percent (18%) per annum from the date due until paid in full, and Grantor shall have the right to collect from the Non-Performing Party such costs and expenses and reasonable attorneys' fees as may be incurred in seeking to collect such costs and expenses. With respect to any amounts for which payment has not been made within thirty (30) days following receipt of an invoice therefore, Grantor shall have the right to create a lien upon the Non-Performing Party's Parcel in order to secure payment of the amounts, plus interest, owing to Grantor. Any such lien shall attach and take effect upon recordation by Grantor of a claim of lien in the public records of Hillsborough County, Florida.

G. Insurance. Each Parcel Owner agrees to carry in full force and effect at all times at its own cost and expense commercial general liability insurance insuring against claims for bodily injury, personal injury, death or property damage occurring on or about each Parcel.

Coverage shall include Owner's Parcel and the Easement Area, with combined single limit coverage of not less than one million dollars (\$1,000,000) per occurrence and with contractual liability coverage. Each policy shall name Grantor as an additional insured. Upon request, a Parcel Owner shall furnish to Grantor certificates of insurance and a copy of the additional insured endorsement or other reasonable

evidence indicating that insurance meeting the requirements hereof has been obtained and is in full force and effect.

3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of real property described herein to the general public or for any public use or purpose whatsoever.

4. Severability. The invalidation of any of the provisions contained in this Agreement, or the application thereof to any party hereto under any set of circumstances, by judgment or court order shall in no way affect the validity of any of the other provisions hereof or the application thereof to any other party hereto under any other set of circumstances, and the same shall remain in full force and effect.

5. Amendment. This Agreement may not be amended, modified, altered or changed in any respect except by further agreement in writing duly executed by all parties that own property that is affected by such amendment.

6. Captions. The headings and captions contained herein are for convenience and reference only and in no way define, limit, or describe the scope or the intent of this Agreement.

7. Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require.

8. Exercise of Rights. Notwithstanding anything herein to the contrary, any rights granted herein shall be exercised so as to avoid and/or minimize interference with the development, use and operation of the Burdened Property.

9. Applicable Law. The validity of this Agreement and all of its terms and provisions, as well as rights and duties of the parties hereunder, shall be interpreted and construed in accordance with the laws of the State of Florida.

10. Notices. Any notice given to any party under this Agreement shall be valid only if in writing and shall be deemed to be duly given only if delivered personally or sent by courier service, by overnight delivery service, or by registered or certified, postage prepaid, mail addressed to the following addresses:

As to Grantor: SSGT 9811 PROGRESS
BLVD, LLC
10 Terrace Road
Ladera Ranch, CA 92694

As to Grantee: PROGRESS PARK, LLC
2119 NE Coachman Road
Clearwater, FL 33565

or at such other address as that party may designate by notice to the other party.

11. Cooperation. Grantor and Grantee agree to cooperate with each other by executing such documents as may be deemed to be reasonably necessary to insure that Grantee has an actual means of access to and from the Benefited Property and that the orderly improvement of the Burdened Property is

allowed to occur without interruption or delay, both parties acknowledging that both these purposes are in the best interests of both parties.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be signed in its respective names by its duly authorized officers the day and year first above written.

Signed, Sealed and Delivered in the
Presence Of:

GRANTOR:

SSGT 9811 Progress Blvd., LLC,
a Delaware limited liability company

By: SmartStop Self Storage REIT, Inc.,
a Maryland corporation,
its Manager

Sign: [Signature]
Print: Beatrice Gillett

By: [Signature]
Name: Michael S. McClure
its: CEO

Sign: [Signature]
Print: DEBRA BROWN

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

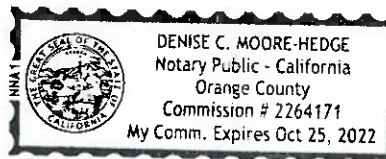
STATE OF CALIFORNIA }
COUNTY OF Orange }

On 7/17/20 before me, Denise C. Moore-Hedge, Notary Public personally appeared Michael S. McClure who proved to me, by means of physical presence, on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Seal)

Signed, Sealed and Delivered in
the presence of:

GRANTEE:

PROGRESS PARK, LLC
a Florida limited liability company

Sign: [Signature]
Print: Gary J. Strohauser

By: [Signature]
Brian H. Funk, Authorized Member

Sign: [Signature]
Print: Denise A. O'Shea

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 20 day of July, 2020, by means of ☒ physical presence or
☐ online notarization, personally appeared Brian H. Funk as Authorized Member of Progress Park, LLC
to me known to be the person described in and who executed the foregoing conveyance and he
acknowledged the execution thereof to be his free act and deed, for the uses and purposes therein
mentioned; and that he declared the instrument to be the act and deed of the company. He is personally
known to me.

WITNESS my hand and official seal at Clearwater, County of Pinellas, State of Florida, the day
and year last aforesaid.

[Signature]
Notary Public
My Commission Expires: 6/2/2023



DENISE A. O'SHEA
Commission # GG 336828
Expires June 2, 2023
Bonded thru Budget Notary Services

Burdened Property

DESCRIPTION SKETCH
(NOT A SURVEY)

DESCRIPTION: (SOUTH PARCEL)

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 30 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the North quarter corner of said Section 7; thence S.00°23'59"E., 28.00 feet along the Westerly boundary line of said Northeast 1/4 of Section 7 to the Southerly right-of-way line of PROGRESS BOULEVARD (S.R. S-676-A); thence S89°39'57"E., 976.88 feet along said Southerly right-of-way line to the Westerly boundary line of the East 332.00 feet of said Northwest 1/4 of the Northeast 1/4; thence S.00°15'27"W., 220.30 feet along said Westerly boundary line to the POINT OF BEGINNING; thence S.89°39'57"E., 332.00 feet to the Easterly boundary line of said Northwest 1/4 of the Northeast 1/4; thence S.00°15'27"W., 283.00 feet along said Easterly boundary line to the Southerly boundary line of the North 531.30 feet of said Northwest 1/4 of the Northeast 1/4; thence N.89°39'57"W., 332.00 feet along said Southerly boundary line to said Westerly boundary line of the East 332.00 feet; thence N.00°15'27"E., 283.00 feet along said Westerly boundary line to the POINT OF BEGINNING.

Containing 2.16 Acres, more or less.

NOTES:

1. LANDMARK ENGINEERING & SURVEYING
CORPORATIONS Certificate of Authorization Number to
provide surveying is LB3913.

2. This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.

3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown herein.

LEGEND:


SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK
P.C.F.P.A. = POLK COUNTY FLORIDA PROPERTY APPRAISER
PG'S = PAGES
(P) = PLAT
ROW = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

SHEET
1 OF 2

[illegible]

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 53-17, Florida Administrative Code in effect on the Survey Date shown.

 4-1-2019
DATE OF SIGNATURE
THOMAS MICHAEL ROOKS JR.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6347
Drawing Date: 01-16-2019

LANDMARK
Engineering & Surveying Corporation

8515 Palm River Road Tampa, Florida 33619
(813) 621-7841 (813) 664-1832 (fax)
www.lesc.com L.B. # 3913

Sec.: 7 Twp.: 30 S. Rge.: 20 E.

J:\12180035\CAD\Survey\DWG\12180035 Easement Sketches.dwg -- 4/1/2019 4:21:22 PM

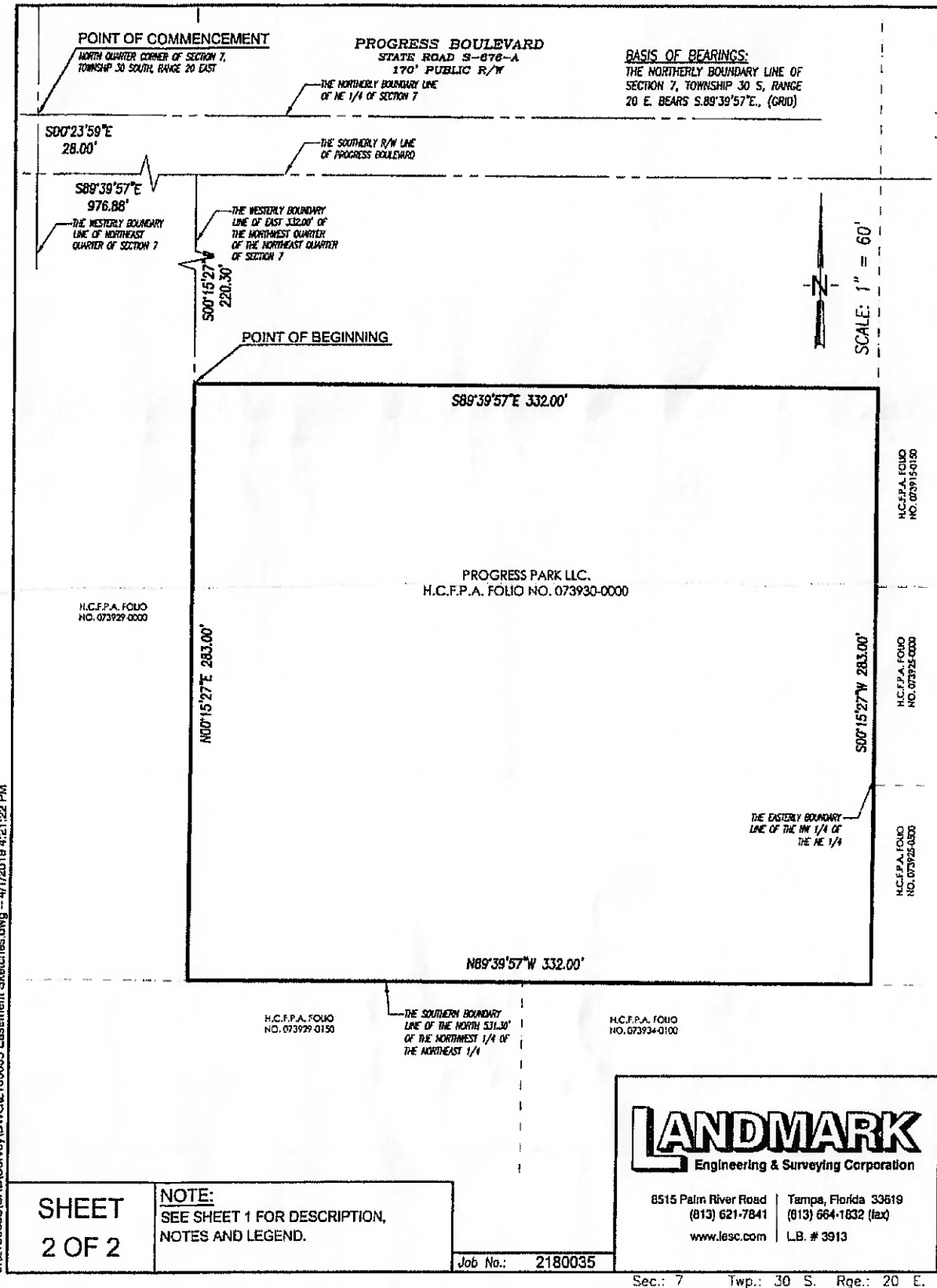


Exhibit "B" Benefited Property

DESCRIPTION SKETCH (NOT A SURVEY)

DESCRIPTION: (EAST PARCEL) - PARCEL A

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 30 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the North quarter corner of said Section 7; thence S.00°23'59"E., 28.00 feet along the Westerly boundary line of said Northeast 1/4 of Section 7 to the Southerly right-of-way line of PROGRESS BOULEVARD (S.R. S-676-A), thence S89°39'57"E., 1142.88 feet along said Southerly right-of-way line to the POINT OF BEGINNING; thence continue S.89°39'57"E., 166.00 feet along said Southerly right-of-way line to the Easterly boundary line of said Northwest 1/4 of the Northeast 1/4, thence S.00°15'27"W., 220.30 feet along said Easterly boundary line; thence N.89°44'34"W., 166.00 feet; thence N.00°15'27"E., 220.30 feet to the POINT OF BEGINNING.

Containing 0.84 Acres, more or less.

NOTES:

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3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to the surveyor except as shown herein.

LEGEND:

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PGS = PAGES
IPS = PLAT
RW = RIGHT-OF-WAY
O.R. = OFFICIAL RECORDS

**SHEET
1 OF 2**

REVISIONS				
Description	Date	Drawn	Check'd	Order No.
Drawn AFC			Checked:	
Original No.: 2180035	Current No.: 2180035			

SURVEYOR'S CERTIFICATE
The sketch represented herein conforms to the requirements of Chapter 51-17, Florida Administrative Code in effect on the Survey Date shown.

Digitally signed by:
Thomas M. Rooks Jr.
Date: 2019.04.17
16:19:03 -04'00'

THOMAS MICHAEL ROOKS JR.
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 8347

DATE OF SIGNATURE

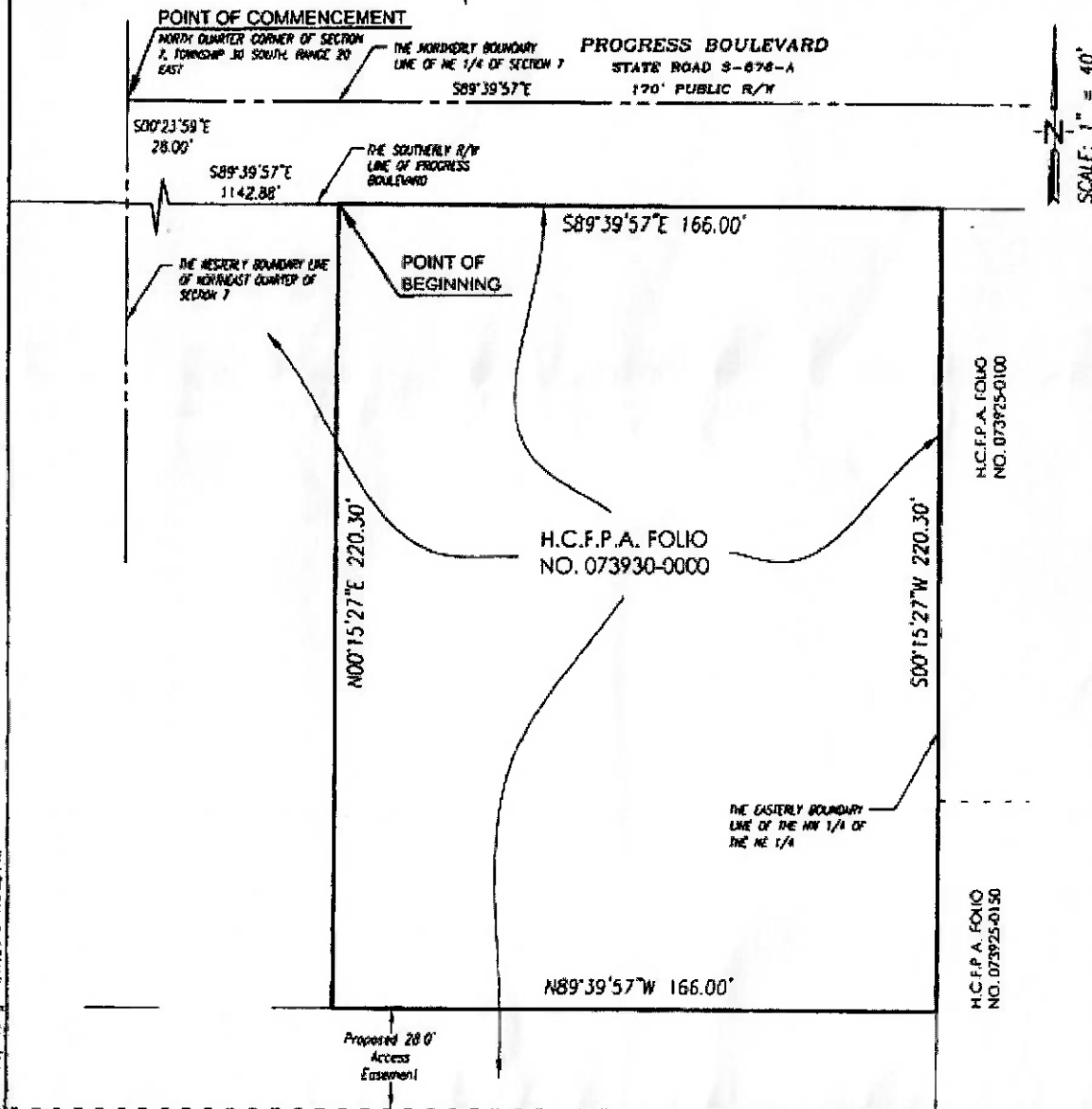
Drawing Date: 04-17-2019

LANDMARK
Engineering & Surveying Corporation

8515 Palm River Road | Tampa, Florida 33619
(813) 621-7641 | (813) 664-1832 (fax)
www.lmesc.com | L.B. # 3913

Sec: 7 Twp: 30 S Rge: 20 E

BASIS OF BEARINGS:
 THE NORTHERLY BOUNDARY LINE OF
 SECTION 7, TOWNSHIP 30 S., RANGE
 20 E. BEARS S.89°39'57"E., (CND)



**SHEET
2 OF 2**

NOTE:
 SEE SHEET 1 FOR DESCRIPTION,
 NOTES AND LEGEND.

Job No. 2180035

LANDMARK
 Engineering & Surveying Corporation

8815 Palm River Road Tampa, Florida 33619
 (813) 621-7841 (813) 684-1832 (fax)
 www.lmcc.com L.B. # 3913

Sec. 7 Twp. 30 S Rge. 20 E.

DESCRIPTION: (WEST PARCEL) - PARCEL B

Containing 0.84 Acres, more or less.

SEC. = SECTION
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R/W = RIGHT-OF-WAY
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BASIS OF BEARINGS:
THE NORTHERLY BOUNDARY LINE OF
SECTION 7, TOWNSHIP 30 S. RANGE
20 E. BEARS S.89°39'57"E. (GRD)

POINT OF COMMENCEMENT

NORTH QUARTER CORNER OF SECTION
7, TOWNSHIP 30 SOUTH, RANGE 20
EAST

THE NORTHERLY BOUNDARY
LINE OF NE 1/4 OF SECTION 7

PROGRESS BOULEVARD
STATE ROAD S-876-A
170' PUBLIC R/W

S00°23'59"E
28.00'

S89°39'57"E
976.88'

THE SOUTHERLY R/W
LINE OF PROGRESS
BOULEVARD

THE WESTERLY BOUNDARY LINE
OF NORTHEAST QUARTER OF
SECTION 7

**POINT OF
BEGINNING**

S89°39'57"E 166.00'

H.C.F.P.A. FOLIO
NO. 073929-0000

H.C.F.P.A. FOLIO
NO. 073930-0000

N00°15'27"E 220.30'

THE WESTERLY BOUNDARY LINE OF
EAST 332.00' OF THE NORTHWEST
QUARTER OF THE NORTHEAST
QUARTER OF SECTION 7

S00°15'27"W 220.30'

N89°39'57"W 166.00'

Proposed 28.0'
Access
Easement

SCALE: 1" = 40'

**SHEET
2 OF 2**

NOTE:
SEE SHEET 1 FOR DESCRIPTION,
NOTES AND LEGEND.

Job No. 2180035

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Sec.: 7 Twp.: 30 S. Rge.: 20 E.

Easement Area

DESCRIPTION SKETCH
(NOT A SURVEY)

DESCRIPTION: (DRAINAGE EASEMENT)

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 7, Township 30 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the North quarter corner of said Section 7; thence S.00°23'59"E., 28.00 feet along the Westerly boundary line of said Northeast 1/4 of Section 7 to the Southerly right-of-way line of PROGRESS BOULEVARD (S.R. S-676-A); thence S89°39'57"E., 976.88 feet along said Southerly right-of-way line to the Westerly boundary line of the East 332.00 feet of said Northwest 1/4 of the Northeast 1/4; thence S.00°15'27"W., 220.30 feet along said Westerly boundary line to the POINT OF BEGINNING; thence S.89°39'57"E., 332.00 feet to the Easterly boundary line of said Northwest 1/4 of the Northeast 1/4; thence S.00°15'27"W., 267.37 feet along the Easterly boundary line of the Northwest 1/4 of the Northeast 1/4; thence N.89°39'57"W., 332.00 feet to said Westerly boundary line; thence N.00°15'27"E., 44.65 feet along said Westerly boundary line; thence S.58°21'13"E., 10.38 feet; thence N.89°39'57"E., 272.38 feet; thence N.00°15'27"E., 200.72 feet; thence N.89°39'57"W., 281.21 feet to said Westerly boundary line; thence N.00°15'27"E., 28.00 feet along said Westerly boundary line to the POINT OF BEGINNING.

Containing 0.74 Acres, more or less


NOTES:

1. LANDMARK ENGINEERING & SURVEYING CORPORATION'S Certificate of Authorization Number to provide surveying is LB3913.
2. This drawing is not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.
3. No instruments of record reflecting easements, rights-of-way and/or ownership were furnished to this surveyor except as shown hereon.

LEGEND:

SEC. = SECTION
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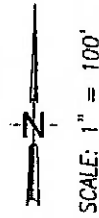
SHEET
1 OF 2

R E V I S I O N S					SURVEYORS CERTIFICATE	
Description	Date	Dwn.	Ck'd	Order No.	The sketch represented hereon conforms to the requirements of Chapter 5A-17, Florida Administrative Code in effect on the Survey Date shown	
Dimensions and Description	5-9-19	AFC	TMR	2180035		
					 DATE OF SIGNATURE: 5-9-2019	
Drawn: AFC	Checked:		THOMAS MICHAEL ROOKS JR. FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 6347			
Original No.: 2180035	Current No.: 2180035		Drawing Date: 05-09-2019			

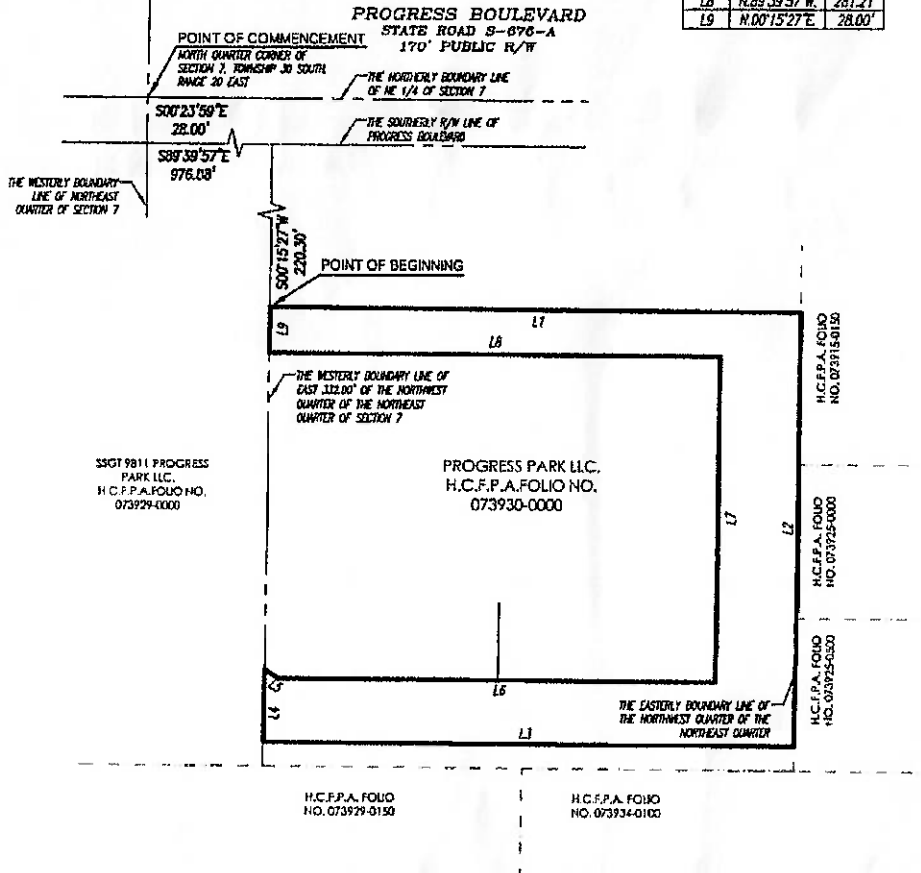
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BASIS OF BEARINGS:
 THE NORTHERLY BOUNDARY LINE OF
 SECTION 7, TOWNSHIP 30 S, RANGE
 20 E. BEARS S.89°39'57"E, (GRD)



LINE TABLE		
Line #	Bearing	Distance
L1	S.89°39'57"E	332.00'
L2	S.00°15'27"W	287.37'
L3	N.89°39'57"W	332.00'
L4	N.00°15'27"E	44.65'
L5	S.58°21'13"E	10.38'
L6	N.89°39'57"E	272.38'
L7	N.00°15'27"E	200.72'
L8	N.89°39'57"W	281.21'
L9	N.00°15'27"E	28.00'



**SHEET
2 OF 2**

NOTE:
 SEE SHEET 1 FOR DESCRIPTION,
 NOTES AND LEGEND.

Job No.: 2180035

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