

RETURN TO:

Richard B. Funk
Handy Storage Seventeen, LLC
2119 NE Coachman Road
Clearwater, FL 33765

INSTRUMENT#: 2017092192, O BK 24785
PG 666-673 03/09/2017 at 11:41:33 AM, DOC
TAX PD(F.S.201.02) \$0.70 DEPUTY CLERK:
MPEDRERO Pat Frank, Clerk of the Circuit
Court Hillsborough County

ACCESS EASEMENT AGREEMENT

THIS AGREEMENT made this 22nd day of February, 2017, by HANDY STORAGE SEVENTEEN, LLC, hereinafter "GRANTOR" and PROGRESS PARK, LLC, whose address is 2119 NE Coachman Rd, Clearwater, FL 33765, hereinafter "GRANTEE".

WITNESETH

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 property owned by GRANTEE as set forth in Exhibit "B" attached hereto and incorporated herein by reference (the "Benefited Property"); and

WHEREAS, GRANTOR has agreed to grant GRANTEE an easement for ingress and egress across a portion of Burdened Property which portion is described on Exhibit "C" attached hereto; 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) 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 non-exclusive easement on, over, and across the portion of the Burdened Property at the location shown on the Legal attached hereto as Exhibit "C" (the "Easement Lands") for the purpose of accessing the Benefited Property.

- B. Agreement Binding: Covenant Running with Land. for the term of this easement, 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.
- C. Non-Exclusivity. The Easement, rights, and privileges granted herein are non-exclusive.
- D. Use by Grantor. Grantor also retains, reserves, and shall continue to enjoy use of the surface of Easement Lands 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 Lands any structures which would deprive Grantee of access to the Benefited Property or interfere with Grantee's access to the Benefited Property.
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 the 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 the property that is affected by such an 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 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 the 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: HANDY STORAGE SEVENTEEN, LLC
2119 NE Coachman Road
Clearwater, FL 33765

As to Grantee: PROGRESS PARK, LLC
2119 NE Coachman Road
Clearwater, FL 33765

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 during the term of this easement by executing such documents as may be deemed to be reasonably necessary to insure that Grantee has an actual means to access to and from the Benefited Property and that the orderly improvement of the Burdened 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 officer the day and year first above written.

Signed, Sealed and Delivered
In the Presence of:

GRANTOR:

HANDY STORAGE SEVENTEEN, LLC
A Florida limited Liability Company

Sign: John C. Hazen

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

Print: John C. Hazen

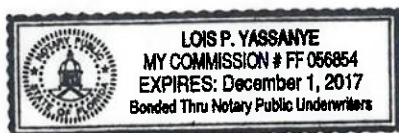
Sign: Anthony Kirkland

Print: Anthony Kirkland

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 22nd day of February, 2017 before me personally appeared Brian H. Funk as Managing Member of Handy Storage Seventeen, 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.



Lois P Yassany
Notary Public
My Commission Expires: 12/1/17

Signed, Sealed and Delivered
In the Presence of:

GRANTEE:

PROGRESS PARK, LLC
A Florida limited Liability Company

Sign: John C. Hartman

By: [Signature]
Richard B. Funk, Managing Member

Print: John C. Hartman

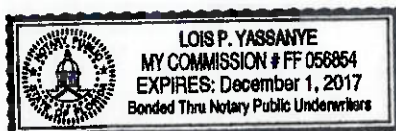
Sign: Anthony Kirkland

Print: Anthony Kirkland

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 23rd day of February, 2017 before me personally appeared Richard B. Funk as Managing 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.



Lois P. Yassanyie
Notary Public
My Commission Expires: 12/1/17

EXHIBIT

A

DESCRIPTION:

Parcel 1:

A portion of the Northwest quarter of the Northeast quarter 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"W., 28.00 feet along the Westerly boundary line of said Northeast quarter of Section 7 to the Southerly right-of-way line of PROGRESS BOULEVARD (S.R. S-676-A); thence S.89°39'57"E., 684.00 feet along said Southerly right-of-way line to the POINT OF BEGINNING; thence continue S.89°39'57"E., 292.88 feet along said Southerly right-of-way line to the Westerly boundary line of the East 332.00 feet of said Northwest one quarter of the Northeast one quarter; thence S.00°15'27"W., 503.30 feet along said Westerly boundary line to the Southerly boundary line of the North 531.30 feet of said Northwest one quarter of the Northeast one quarter; thence N.89°39'57"W., 292.88 feet along said Southerly boundary line; thence N.00°15'27"E., 503.30 feet to the POINT OF BEGINNING.

Containing 3.38 acres, More or Less

EXHIBIT

B

DESCRIPTION:

A portion of the Northwest quarter of the Northeast quarter 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"W., 28.00 feet along the Westerly boundary line of said Northeast quarter of Section 7 to the Southerly right-of-way line of PROGRESS BOULEVARD (S.R. S-676-A); thence S.89°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 one quarter of the Northeast one quarter and the POINT OF BEGINNING; thence continue S.89°39'57"E., 332.00 feet along said Southerly right-of-way line to the Easterly boundary line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence S.00°15'27"W., 503.30 feet along said Easterly boundary line to the Southerly boundary line of the North 531.30 feet of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence N.89°39'57"W., 332.00 feet along said Southerly boundary line to the Westerly boundary line of the East 332.00 feet of said Northwest one quarter of the Northeast one quarter; thence N.00°15'27"E., 503.30 feet along said Westerly boundary line to the POINT OF BEGINNING.

Containing 3.84 acres, More or Less.

EXHIBIT

C

POC
NORTH QUARTER CORNER
OF SECTION 7.

S.00°23'59"E. 28.00'

WESTERLY BOUNDARY LINE
OF N.E. 1/4 OF SECTION 7.

DESCRIPTION SKETCH
(Not a Survey)

PROGRESS BOULEVARD
STATE ROAD S-676 A (170' R/W)

S.89°39'57"E. 918.88'

SOUTHERLY R/W LINE OF
PROGRESS BOULEVARD

POB

S.89°39'57"E.
58.00'

WESTERLY BOUNDARY
LINE OF E. 332.00' OF
N.W. 1/4 OF N.E. 1/4

Scale: 1" = 50'

N

DESCRIPTION: INGRESS/EGRESS EASEMENT

A portion of the Northwest quarter of the Northeast quarter 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"W., 28.00 feet along the Westerly boundary line of said Northeast quarter of Section 7 to the Southerly right-of-way line of PROGRESS BOULEVARD (S.R. S-676-A); thence S.89°39'57"E., 918.88 feet along said Southerly right-of-way line to the POINT OF BEGINNING; thence continue S.89°39'57"E., 58.00 feet along said Southerly right-of-way line to the Westerly boundary line of the East 332.00 feet of said Northwest one quarter of the Northeast one quarter; thence S.00°15'27"W., 250.00 feet along said Westerly boundary line; thence N.89°39'57"W., 58.00 feet; thence N.00°15'27"E., 250.00 feet to the POINT OF BEGINNING.

Containing 0.33 acres, More or Less.

NOTES:

- No underground installation or improvements have been located except those shown hereon.
- LANDMARK ENGINEERING & SURVEYING CORPORATIONS Certificate of Authorization Number to provide surveying services is LB3913.
- This drawing not valid without the signature and original seal of a Florida Registered Surveyor & Mapper.
- As used on this drawing, certify means to state or declare a professional opinion of conditions regarding those facts or findings which are the subject of the certification and Does Not constitute a warranty or guarantee, either expressed or implied. This certification is only for the Lands as described. It is Not a Certificate of Title, Zoning, Easements or Freedom of Encumbrances.
- No instruments of record reflecting easements, rights-of-way and/or ownership were furnished this surveyor except as shown hereon.


LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
PB = PLAT BOOK
PG'S = PAGES
(P) = PLAT
R/W = RIGHT-OF-WAY

N.89°39'57"W.
58.00'

N.00°15'27"E. 250.00'

S.00°15'27"W. 250.00'



2050066

This Sketch Certified To : Bank of America, N.A.; Handy Storage Seventeen, LLC; Progress Park, LLC;

Commonwealth Land Title Insurance Company; Baxter, Strohauser, Mannion & Silbermann, P.A.

REVISIONS

Description	Date	Dwn.	Ck'd	Order No.

Drawn: MAC Checked: *Ram*

Original No.: 2050066 Current No.: 2050066

SURVEYORS CERTIFICATE

The sketch represented hereon conforms to the requirements of Chapter 61G17, Florida Administrative Code.

Richard E. Marshall

RICHARD E. MARSHALL DATE OF SIGNATURE

FLORIDA REGISTERED LAND SURVEYOR NO. 4386

Survey Date: N/A

Tampa (813) 621-7841
Fax (813) 664-1832

LANDMARK
ENGINEERING & SURVEYING CORPORATION

8515 Palm River Road
Tampa, Florida 33619

P:\Surveying\2050066dskt\dwg\2050066dskt-Ingress-Egress Easement.dwg