

This instrument prepared by/return to:
Hildebrandt Law Firm, LLC
10300 49th Street North, #207
Clearwater, FL 33762

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS

THIS EASEMENT is made and entered into this 20th October 2020 day of ~~November 2019~~, by and between JESSE DANIEL STRICKLAND, an Individual, having a mailing address of 20835 N.W. 13th Street, Dunnellon, FL 34431 (hereinafter referred to as "Grantor") and SOUTHEAST PROPERTY ACQUISITIONS LLC, a Florid Limited Liability Company, having a mailing address of 5009 N. Central Ave. Tampa FL 33603 (hereinafter referred to as "Grantee");

WHEREAS, Grantor owns several parcels of land in Marion County, Florida, described in Exhibit A attached hereto (hereinafter "Property"); and

WHEREAS, Grantee owns land in Marion County, Florida adjacent to the Grantor's Property described in Exhibit B attached hereto (hereinafter "Appurtenant Property"); and

WHEREAS, Grantee requires an ingress and egress right-of-way easement over the Grantor's Property to Grantee's Appurtenant Property by virtue of an Implied Grant of Way of Necessity pursuant to Section 704.01(1), Florida Statutes which Easement is fully described in Exhibit C attached hereto to gain access from a public road to the land currently owned by Grantee; and

WHEREAS, Grantor agrees to grant to Grantee an easement for ingress and egress over the Easement Lands;

NOW THEREFORE, in consideration of the sum of Ten Dollars and Zero Cents (\$10.00) and mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual easement for and in favor of Grantee upon the Property as described in Exhibit C, which shall run with the land and be binding upon the Grantor upon the following terms:

1. Grantor does hereby grant and convey unto Grantee, its successors and assigns, a permanent non-exclusive easement for ingress and ingress over, on, upon, and across the Grantee's Property to Grantor's Appurtenant Property which Easement is fully described in Exhibit C attached hereto ("Easement").
2. That this ingress and egress right-of-way over the Grantor's Property by virtue of an Implied Grant of Way of Necessity pursuant to Section 704.01(1), Florida Statutes to and

INITIALS JDS

from Grantee's Appurtenant Property shall be a good right-of-way easement against the claims or purported claims of Grantor and all other parties claiming by, through, under or against Grantor.

3. That Grantor shall be prohibited from interfering with Grantee's access to and from its Appurtenant Property by way of using the said ingress and egress right-of-way Easement over Grantor's Property.
4. It is expressly understood that the Easement granted hereinafter is intended to be a non-exclusive right of way granted to Grantee with the right to use for ingress and egress by the Grantee, its guests, invitees, contractors, agents, employees, representatives and licensees.
5. Grantee, in the exercise of its rights hereunder, shall permit no action, activity, or course of conduct by its guests, invitees, contractors, agents, employees, representatives and licensees that would be detrimental, hazardous, or unduly restrictive to Grantor's joint use of the Easement Lands or Grantor's adjoining lands. Likewise, Grantor, in the exercise of his ownership rights, shall not permit any action, activity, or course or conduct by his contractors, agents, representatives, employees, guests, invitees or licensees, which would be detrimental, hazardous, or unduly restrictive to the uses granted herein to Grantee.
6. Grantee agrees that it will promptly repair any damages caused by, or resulting from, its use of the Easement, routine wear and tear resulting from ordinary and regular use being excepted. Likewise, Grantor agrees that he will promptly repair any damages caused by, or resulting from his use of the Property that affects the Easement land, routine wear and tear resulting from ordinary and regular use being excepted.
7. In the event there is a breach of any of the covenants, conditions and agreements contained herein, and a cause of action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party.
8. The Easement herein granted shall run with the title to the Appurtenant Property and shall remain in full force and effect in perpetuity.
9. Grantor warrants and represents unto Grantee that Grantor possesses fee simple title to the Property and that it is authorized to execute and deliver this Easement.
10. This Easement shall be binding upon the Grantor and shall inure to the benefit of the parties and their respective heirs, legal representatives, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal this 26th day of ~~November 2019~~ October 2020

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INITIALS JRS

Signed, Sealed, and Delivered in the Presence of:

WITNESSES:

[Signature]
Witness #1
Printed Name: LeeAnne E. Rolter

[Signature]
Witness #2
Printed Name: Liliya Merando

GRANTOR:

[Signature]
JESSE DANIEL STRICKLAND

State of Florida)

County of Levy)
~~Marion~~

Acknowledgment

I HEREBY CERTIFY that on this 26th October 2020 day of ~~November 2019~~, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared JESSE DANIEL STRICKLAND, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the Easement and who acknowledged to me the due execution of the foregoing Easement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last mentioned above.



Cynthia W. Caroline (SEAL)
Notary Public
My Commission Expires: 5/26/2024

INITIALS [Signature]

EXHIBIT A
GRANTOR'S PROPERTIES

PROPERTY #1:

Property Appraisers Parcel Identification (Folio) Number: 17393-000-00

Legal Description:

Lots 8, 9, 20, 27 and 28, of the Florida Tung Oil Groves, Unit 1, as per plat thereof recorded in Plat Book "C", Page 72, of the Public Records of Marion County, Florida. Less and except the South 210.00 feet of the North 251.00 feet of the West 210.00 Feet of the NE 1/4 of Section 27, Township 15 South, Range 18 East.

PROPERTY #2:

Property Appraisers Parcel Identification (Folio) Number: 17393-010-00

Legal Description:

Lot 10, of the Florida Tung Oil Groves, Unit 1, as per plat thereof recorded in Plat Book "C", Page 72, of the Public Records of Marion County, Florida, and the East 1/2 of the SE 1/4 of the NW 1/4 of Section 27, Township 15 South, Range 18 East, Marion County, Florida, and the East 1/2 of the NE 1/4 of the SW 1/4 of Section 27, Township 15 South, Range 18 East, Marion County, Florida, containing 50.4 acres more or less.

PROPERTY #3:

Property Appraisers Parcel Identification (Folio) Number: 17393-011-00

Legal Description:

Lot 11, of the Florida Tung Oil Groves, Unit 1, as per plat thereof recorded in Plat Book "C", Page 72, of the Public Records of Marion County, Florida, and the West 1/2 of the SE 1/4 of the NW 1/4 of Section 27, Township 15 South, Range 18 East, Marion County, Florida, and the West 1/2 of the NE 1/4 of the SW 1/4 of Section 27, Township 15 South, Range 18 East, Marion County, Florida.

EXHIBIT B
GRANTEE'S APPURTENANT PROPERTY

Property Appraisers Parcel Identification (Folio) Number: 17393-006-00
Legal Description:

Lots 6, 7, 18, 19 and 26, of the Florida Tung Oil Groves, Inc., Development Unit No. 1, as per the plat thereof, as recorded in Plat Book "C", Page 72, of the Public Records of Marion County, Florida.

EXHIBIT C

EASEMENT

PERPETUAL UTILITY EASEMENT

WO#: 176748 Doc Stamps: 0.70

Prepared By: Jerry Bolduc
 SUMTER ELECTRIC COOPERATIVE, INC.
 P.O. Box 301
 Sumterville, Florida 33585-0301

Section 02 Township 15 Range 18

Parcel ID/Alternate Key Number:
17212-001-00 / 335673

(Whenever used herein, the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations.)



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
 DATE: 03/30/2015 04:17:30 PM
 FILE #: 2015028448 OR BK 6188 PGS 435-436
 REC FEES: \$18.50 INDEX FEES: \$0.00
 DDS: \$0.70 MDS: \$0 INT: \$0

Space above this line reserved for Recording Office Use.

THE GRANTOR(S) Jesse D Strickland 20835 NW 13th ST DUNNELLON FL 34431-1519

In consideration of the sum of \$1.00 or other good and valuable consideration, the sufficiency of which is acknowledged received from the Grantee, SUMTER ELECTRIC COOPERATIVE, INC., PO Box 301, Sumterville, FL 33585 a corporation existing under the laws of the State of Florida, its successors and assigns, does hereby on 24 day of February, 2015 grant and convey to the Grantee an easement, license and privilege of ingress and egress upon and/or under, to place, construct, operate, repair, maintain, upgrade, remove, inspect, relocate and replace thereon, and/or thereunder and to retain ownership thereof, an electric transmission and/or distribution line and/or communications system and all associated appurtenances in connection with above-ground and/or underground facilities and the Grantee shall at all times have the right to keep the easement clear of all structures, obstructions, trees, shrubbery, undergrowth and roots or objects (including clearing to ground level) that might in Sumter Electric Cooperative, Inc.'s sole discretion endanger said electric power line assembly or create an ongoing maintenance expense on or under the real property in MARION County, Florida, as described as:

See Exhibit "A", attached hereto and made a part hereon.

Failure to utilize this easement within any particular time period shall not constitute an abandonment nor shall any particular configuration of facilities located within the easement constitute an estoppel to Grantee's future reconfiguration of facilities so long as the terms and limitations of this grant of easement are satisfied.

In granting the above, it is understood that Grantee will make reasonable efforts to locate power line assemblies in a location which will cause the least interference in the use of the property, if in doing so it will not materially increase the cost of construction or maintenance, and Grantor covenants that it is the owner of the fee simple title of the above described land and will defend the title thereto against all persons claiming through, by, or under the Grantor.

Signed in presence of:

Witness 1
[Signature]
 Signature
Todd E. Herdige
 Typed or printed name

Witness 2
[Signature]
 Signature
Cynthia D Cannon
 Typed or printed name

Grantor(s):
[Signature]
 Signature
Jesse D Strickland
 Typed or printed name

[Signature]
 Signature
[Signature]
 Typed or printed name

STATE OF FLORIDA
 COUNTY OF Levy

The foregoing instrument was acknowledged before me this 24th day of February, 2015, by Jesse D Strickland, who is personally known to me or who has produced [Signature] as identification.

My commission expires: 7/19/15
 My commission number is: EE 104135

[Signature]
 Notary Public signature
Cynthia D Cannon
 Typed or printed name

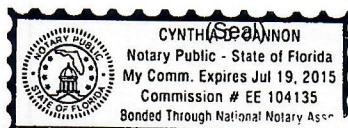


EXHIBIT "A"
To that certain PERPETUAL UTILITY EASEMENT
Between
Jesse D Strickland , GRANTOR
And
Sumter Electric Cooperative, Inc. GRANTEE

Parcel 10:

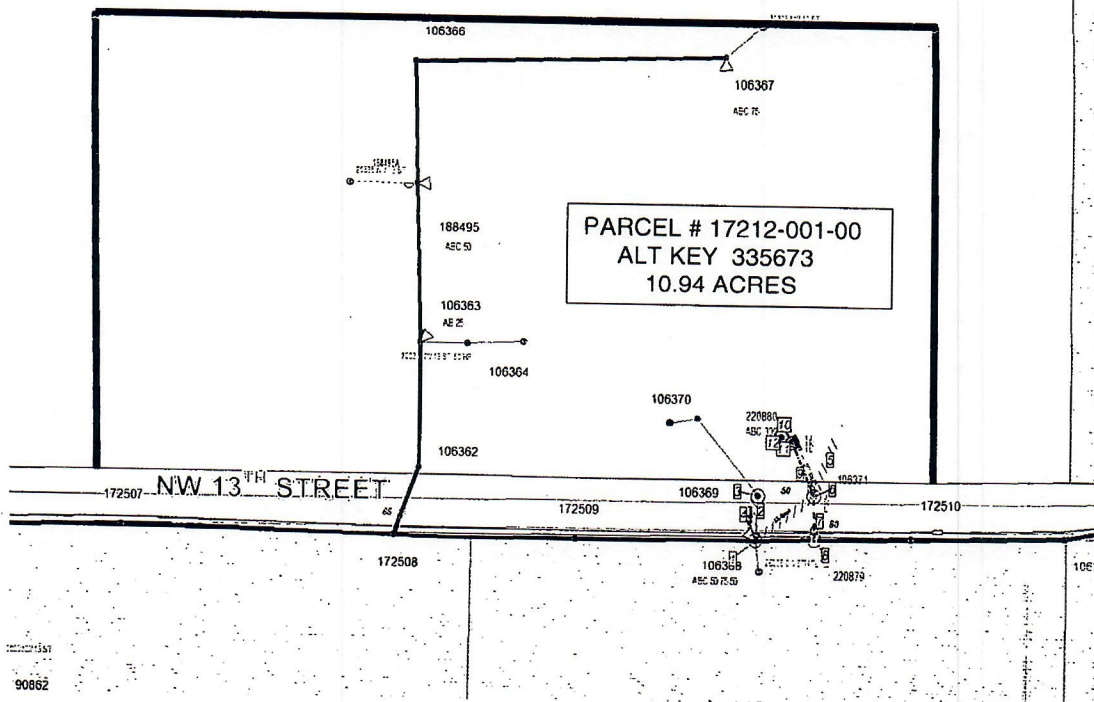
Commence at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 2, Township 15 South, Range 18 East, Marion County, Florida; thence N 89 deg. 51' 48" W along the South boundary of said Section 2 and along the centerline of County Road No 328 (50.00 feet wide) 156.00 feet; thence N 00 deg. 03' 24" W along the East boundary of the West 927.50 feet of the East 1083.50 feet of said SW 1/4 of the SW 1/4 a distance of 353.70 feet to the Point of Beginning; thence continue N 00 deg 03' 34" W along said East boundary 184.07 feet; thence N 89 deg. 46' 32" W 927.51 feet; thence S 00 deg. 03' 34" E along the West boundary of said West 927.50 feet of the East 1083.50 feet of the SW 1/4 of the SW 1/4 a distance of 185.49 feet; thence S 89 deg. 51' 48" E along the North boundary of the South 353.70 feet of said SW 1/4 of the SW 1/4 a distance of 927.50 feet to the Point of Beginning.

Parcel 11:

Commence at the SE corner of the SW 1/4 of SW 1/4 of Section 2, Township 15 South, Range 18 East, and run N 89 deg. 45' W along the South line of said Section 2, 156 feet; thence N 0 deg. 15' E 25 feet to a Point of Beginning; thence continue N 0 deg. 15' E 328.7 feet; thence N 89 deg. 45' W 265 feet; thence S 0 deg. 15' W 328.7 feet to the North right-of-way line of a 50 foot road; thence S 89 deg. 45' E along right-of-way line 265 feet to the Point of Beginning, all lying and being in Marion County, Florida.

Parcel 12:

Commence at the SE corner of the SW 1/4 of SW 1/4 of Section 2, Township 15 South, Range 18 East and run N 89 deg. 45' W on Section line 421 feet; thence N 0 deg. 15' E 25 feet to the North line of a 50 foot county road to P.O.B.; thence continue N 0 deg. 15' S 328.7 feet; thence N 89 deg. 45' W 662.5 feet; thence S 0 deg. 15' W 328.7 feet to the North line of a 50 foot road; thence S 89 deg. 45' E along North R/W line 662.5 feet to P.O.B., all lying and being in Marion County, Florida.





SKETCH AND DESCRIPTION



GRAPHIC SCALE (In Feet)

1 inch = 150'

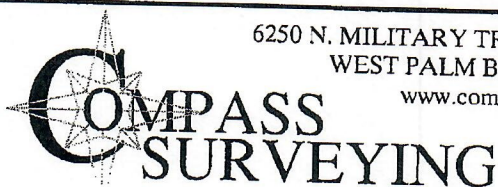
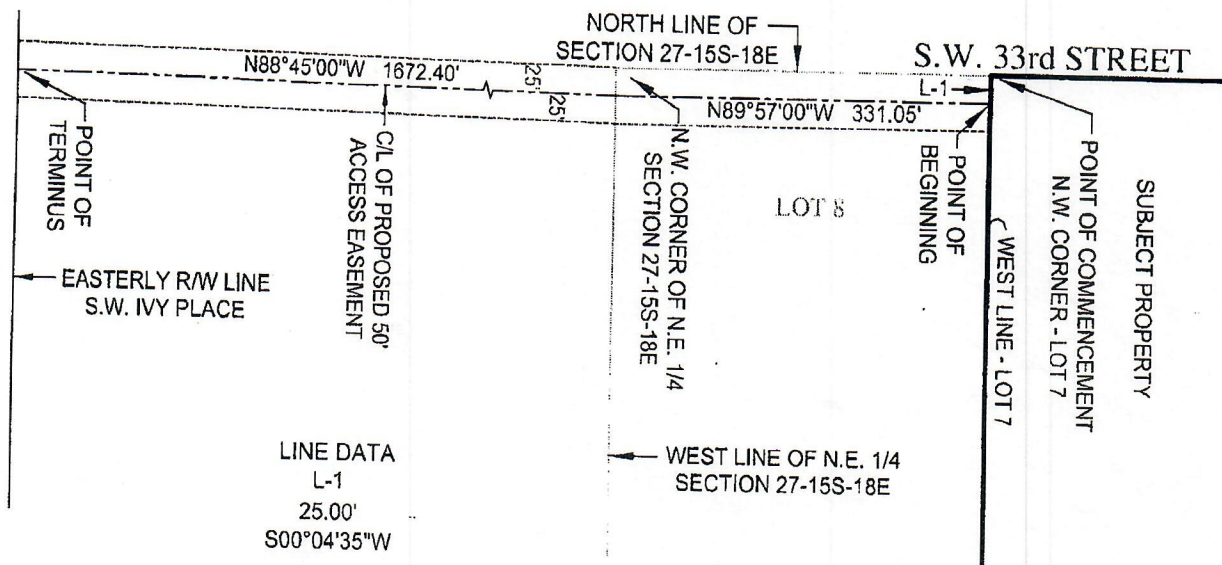


LEGAL DESCRIPTION

BEING A PORTION OF LAND LYING IN SECTION 27, TOWNSHIP 15 SOUTH, RANGE 18 EAST, MARION COUNTY, FLORIDA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.W. CORNER OF LOT 7, THE FLORIDA TUNG OIL GROVES, INC., DEVELOPMENT UNIT NO. 1, AS RECORDED IN PLAT BOOK "C", PAGE 72, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S00°04'35"W, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 50 FOOT WIDE ACCESS EASEMENT; THENCE N89°57'00"W, A DISTANCE OF 331.05 FEET TO THE N.W. CORNER OF N.E. 1/4 OF SECTION 27, TOWNSHIP 15 SOUTH, RANGE 18 EAST; THENCE N88°45'00"W, A DISTANCE OF 1672.40 FEET TO THE EASTERLY RIGHT OF WAY LINE OF S.W. IVY PLACE AND THE POINT OF TERMINUS.

CONTAINING IN ALL 100,193 SQUARE FEET / 2.3 ACRES, MORE OR LESS.



6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
www.compasssurveying.net

LB. 7463 PHONE: 561.640.4800 FAX: 561.640.0576

PROJECT: C-17993
SKETCH DATE: 10-23-2019
SHEET 2 OF 2

PREPARED FOR

THE SPIN COMPANIES

THIS DRAWING IS NOT FULL AND COMPLETE WITHOUT ALL OF ITS ACCOMPANYING PAGES