This Instrument Was Prepared By
and Please return to:
Daniel L. DeCubellis, Esquire
200 South Orange Avenue, #1000
Orlando, FL 32801

ACCESS, LIFT STATION, AMENITIES AND PARKING AGREEMENT AND EASEMENT

This Access, Lift Station, Amenities and Parking Agreement and Easement (the "Agreement") is made and entered into as of the ____ day of _____, 2021 by and between:

PARRAMORE OAKS, LLC, a Florida limited liability company, whose mailing address is 1910 West Cass Street, Tampa, Florida 33606, ("Phase One Owner"),

PARRAMORE OAKS PHASE TWO, LLC, a Florida limited liability company, whose mailing address is 1910 West Cass Street, Tampa, Florida 33606, ("Phase Two Owner"); and

BRIGHT COMMUNITY TRUST INC., a Florida not-for-profit corporation, whose mailing address is 2561 Nursery Road, Suite D, Clearwater, Florida 33764 ("Fee Owner").

RECITALS

A. Phase One Owner is the owner of the property legally described on Exhibit "A" attached hereto and made a part hereof (the "Phase One Property").

B. Phase Two Owner is the owner of a long-term ground leasehold interest in the property legally described on Exhibit "B" attached hereto and made a part hereof (the "Phase Two Property").

C. Fee Owner is the owner of the Phase Two Property and desires to evidence its approval of and consent to the easements and rights herein granted with regard to the Phase Two Property.

D. For good and valuable consideration, each of the Parties has agreed to enter into this Agreement so as to grant to the other as an appurtenance to their respective properties, the non-exclusive easements described herein for access, ingress and egress, lift station operation, use of the paved areas, parking spaces, open space and certain tenant amenities on their respective properties and any necessary utility connections.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The above recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Phase One Access, Utilities, Parking and Amenities Easement. Phase One Owner hereby grants to Phase Two Owner, for its use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the Phase Two Property, and its tenants, agents, employees, customers and invitees, a non-exclusive easement (i) for vehicular and pedestrian ingress and egress over, across and through the entrance, driveways and sidewalks constructed from time to time within the Phase One Property, (ii) for the purpose of access and connection to public or private utilities that do not have direct connections to the Phase Two Property, (iii) for the use and enjoyment of the exterior and interior recreational and other amenities constructed on the Phase One Property now or in the future, including but not limited to dog walk areas, playrooms, fitness rooms, community rooms, business centers, leasing offices and similar exterior and interior amenities (collectively, the "Community Facilities") which are located on the Phase One Property from time to time and (iv) for parking of motor vehicles on striped and paved surface spaces.

3. Phase Two Access, Utilities, Parking and Amenities Easement. Phase Two Owner hereby grants to Phase One Owner, for its use and benefit, and the use and benefit of its successors and assigns who acquire an interest in the Phase One Property, and its tenants, agents, employees, customers and invitees, a non-exclusive easement (i) for vehicular and pedestrian ingress and egress over, across and through the entrance, driveways and sidewalks constructed from time to time within the Phase Two Property, (ii) for the purpose of access and connection to public or private utilities that do not have direct connections to the Phase One Property, (iii) for the use and enjoyment of the Community Facilities which are located on the Phase Two Property from time to time and (iv) for parking of motor vehicles on striped and paved surface spaces.

4. Maintenance; Exterior Community Facilities. Each of the Parties agrees to maintain the driveways, sidewalks, parking spaces and exterior Community Facilities within its respective property for the joint use thereof by the Parties hereto, in working condition and free of material defects, subject to occasional interruption of service due to (i) ordinary wear and tear and use thereof, (ii) routine or extraordinary maintenance or (iii) events beyond the granting Party's reasonable control. Each of the granting Parties shall have the right to perform all such maintenance and repairs itself through its management company, or to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of its driveways, sidewalks, parking spaces and Community Facilities. No Party shall be obligated to pay for the use or maintenance of the other's driveways, sidewalks, parking spaces or Recreational Facilities, except to the extent any such maintenance is necessitated by the negligent or intentional act or omission of the benefitted Party.

5. Maintenance; Interior Community Facilities. It is acknowledged that each Party has its own community room, which the respective Parties shall each maintain at its own expense. It is further acknowledged that the Phase One Property includes the following interior Community Facilities: fitness center, leasing office, playroom, business office with training room, trash compactor and recycling center (the "Phase One Facilities"). Phase Two Owner shall pay to Phase One Owner Forty Two and 13/100 percent (42.13%) of the maintenance, utilities, replacements, repairs, and any and all other costs and expenses involved in the operation and use of the Phase One Facilities (the "Facilities Operating Costs"), however that Phase Two Owner shall have no obligation to contribute its share until the improvements to be constructed on the Phase Two Property have received a temporary or permanent Certificate of Occupancy. Phase One Owner shall be responsible for Fifty Six and 87/100th percent (56.87%) of the Facilities Operating Costs. Phase One Owner shall provide Phase Two Owner with copies of all maintenance contracts and service agreements entered into that will generate fixed costs, and shall consult with Phase Two Owner prior to incurring any extraordinary costs for unanticipated service or repairs to the Phase One Facilities. Phase One Owner shall invoice Phase Two Owner for its share of the Facilities Operating Costs, and payment shall be made to Phase One Owner within ten (10) days following the date of any invoice for Facilities Operating Costs. Invoices shall include copies of all bills and statements pertaining to the Phase One Facilities for the billing period in question. Phase One Owner shall use reasonable efforts to tender invoices on a quarterly basis but the right is reserved to alter the billing period in any manner consistent with its bookkeeping procedures. In the event Phase One Owner discovers that any previously tendered invoice was in an amount which was insufficient to cover Phase Two Owner's share of Facilities Operating Costs for any billing period, payment shall be made within ten (10) days following receipt of a supplemental invoice therefor. Notwithstanding the foregoing, any maintenance or repair to the Phase One Facilities that is necessitated by the negligent or intentional act or omission of a Party shall be that Party's obligation as to cure, repair or replacement.

6. Exercise of Utility Easements. With regard to the respective grants of easement rights for the purpose of access and connection to public or private utilities that do not have direct connections to the property owned by a Party, no Party shall exercise such rights in any way that will disturb any buildings, structures or other permanent improvements on the other Party's property or otherwise unduly interfere with the other Party's use and enjoyment of its own property. Any temporary disturbance of the surface required to install utility equipment shall be promptly repaired by the Party causing such disturbance, at its own expense.

7. Lift Station Easement. A Lift Station and related equipment are located on the Phase One Property (the "Lift Station"), which Lift Station will be operated and maintained by the Phase One Owner, and will service both the Phase One Property and the Phase Two Property.

a. Easement. Phase One Owner hereby grants to Phase Two Owner, for the use and benefit of Phase Two Owner, its successors and assigns who acquire an interest in the Phase Two Property, an access easement for access, ingress and egress upon the Phase One Property for the purpose of (a) the transfer of effluent from the Phase Two Property to the Lift Station and (b) connection to the sewer lines within the Phase One Property that are currently existing or may be installed hereafter, from time to time. Phase Two Owner agrees to exercise the easement rights

created hereby in a manner which will not unreasonably interfere with the operation of Phase One Owner's business upon the Phase One Property.

b. Maintenance Covenants. Phase One Owner agrees to maintain the Lift Station for the joint use thereof by the Parties, in working condition and free of material defects, subject to occasional interruption of service due to (i) ordinary wear and tear and use thereof, (ii) routine or extraordinary maintenance or (iii) events beyond Phase One Owner's reasonable control; provided, however, that any party using the Lift Station in any negligent or willful manner, which causes damage to or disturbance of the Lift Station or any equipment related thereto, shall be responsible for any extraordinary maintenance or repair associated with such damage or disturbance. Phase One Owner shall have the right to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of the Lift Station; provided, however, that all agreements with such contractor(s) shall be bona-fide, arms-length agreements for services at usual and customary rates.

c. Payment Covenants. Phase Two Owner shall pay to Phase One Owner Forty Two and 13/100 percent (42.13%) of the maintenance, utilities, replacements, repairs, taxes, insurance and any and all other costs and expenses involved in the operation and use of the Lift Station (the "Operating Costs"), however that Phase Two Owner shall have no obligation to contribute its share until the improvements to be constructed on the Phase Two Property have received a temporary or permanent Certificate of Occupancy. Phase One Owner shall be responsible for Fifty Six and 87/100th percent (56.87%) of the Operating Costs. Phase One Owner shall provide Phase Two Owner with copies of all maintenance contracts and service agreements entered into that will generate fixed costs, and shall consult with Phase Two Owner prior to incurring any extraordinary costs for unanticipated service or repairs. Phase One Owner shall invoice Phase Two Owner for all routine and extraordinary aspects of the use, maintenance or repair of the Lift Station, and payment shall be made to Phase One Owner within ten (10) days following the date of any invoice for Operating Costs associated with the Lift Station. Invoices shall include copies of all bills and statements pertaining to the Lift Station for the billing period in question. Phase One Owner shall use reasonable efforts to tender invoices on a quarterly basis but the right is reserved to alter the billing period in any manner consistent with its bookkeeping procedures. In the event Phase One Owner discovers that any previously tendered invoice was in an amount which was insufficient to cover Phase Two Owner's share of Operating Costs for any billing period, payment shall be made within ten (10) days following receipt of a supplemental invoice therefor. Each of the Parties shall each be individually responsible for the maintenance, repair and replacement of any portion of the pipes or other equipment pertaining to the Lift Station which solely serve their individual properties.

d. Dispute Covenants. In the event of a dispute as to the validity of the amount of any invoice tendered by Phase One Owner for Phase Two Owner's share of the Operating Costs, payment shall be made into the registry of any court of competent jurisdiction or to other third-party escrow agent as may be agreed by the mutual consent of the parties. Phase One Owner shall then make its books and records available to Phase Two Owner for review and verification of invoiced amounts, upon reasonable advance notice, at the sole cost and expense of Phase One Owner. Following such review, if the parties agree on the amount payable, the parties shall make the appropriate adjustment, if any, to the invoice and the escrow agent holding the

deposited funds shall be instructed in writing by all parties to release said funds. If the parties are unable to agree on the amount payable, the parties shall submit the dispute to binding arbitration. Arbitration shall be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association, in Orange County, Florida.

e. Maintenance Default. In the event of a default by Phase One Owner in the maintenance, operation or repair of the Lift Station, Phase Two Owner shall give written notice to Phase One Owner, specifying the nature of such default. Phase One Owner shall have a period of fifteen (15) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided Phase One Owner shall have commenced a cure within said fifteen-day period and is diligently prosecuting same), failing which Phase Two Owner shall have the right to effect the required repair or maintenance of the Lift Station. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the fifteen (15) day period for cure of such default shall be accelerated to be a period of time which is reasonable in light of the nature of the emergency. All costs incident to repair of the Lift Station shall be borne as provided in subsection (c) above or as otherwise provided herein.

8. Indemnity. Each of the Parties hereto agrees to indemnify the other and hold it harmless from and against any and all loss, cost, expense, claims or damages suffered by a Party as a result of the negligent or willful act or omission of the other, its employees, agents and contractors, as a result of the exercise of the rights and obligations of the Parties under this Agreement, except for any such liability, loss, damage, cost or expense as may arise in whole or in part from the acts of the Party seeking indemnification. Each Party shall obtain and maintain commercial general liability insurance which provides coverage for acts occurring not only on its own property but also on the property of the other Party in connection with the exercise of any of the easement rights granted herein. Further, each of the Parties hereto agrees to indemnify the other and hold it harmless from and against any and all loss, cost, expense, claims or damages arising from any construction liens placed on a Party's property by any subcontractors or materialmen providing services or materials to the other Party.

9. Successors and Assigns. This Agreement shall bind, and the benefit thereof shall inure to, the respective successors and assigns of the Parties hereto.

10. No Public Dedication. Nothing contained in this Agreement shall, in any way, be deemed or constituted a gift of or dedication of any portion of any lands described herein to the general public or for the benefit of the general public whatsoever, it being the intention of the Parties hereto that this Agreement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

11. Remedies. Upon a default by any Party hereto the non-defaulting Party shall give written notice to the defaulting Party, specifying the nature of such default. The defaulting Party shall have a period of fifteen (15) days following receipt of said notice in which to remedy the default, failing which the non-defaulting Party shall have the right to avail itself of all remedies available at law or in equity; provided, however, that no Party shall have the right to invoke any equitable

remedy which would deny another Party physical access to its property, or physical use of the Lift Station.

12. Enforcement. In the event it becomes necessary for any Party including the holder of any mortgage lien to defend or institute legal proceedings as a result of the failure of either Party to comply with the terms, covenants and conditions of this Agreement, the prevailing Party in such litigation shall recover from the other Party all costs and expenses incurred or expended in connection therewith, including, without limitation, reasonable attorneys' fees and costs, at all levels.

13. Notices to Mortgagees. Each of the Parties agrees to furnish duplicate copies of any notices of default delivered to the other, to the holder of any mortgage lien encumbering their respective properties, provided that the identity and address of such mortgagees have been made known to the Party sending any such notice.

14. Amendment. The Parties hereto agree that this Agreement may not be amended, released or terminated without the prior written consent of the holder of any mortgage encumbering the property to be affected by such amendment and approval by the County.

15. Third Party Beneficiary. So long as any mortgage loan remains outstanding with respect to the Phase One Property or the Phase Two Property, or any amounts are owed to the holder(s) of such mortgages, such holder(s) shall be deemed an intended third-party beneficiary hereof and entitled to enforce the provisions hereof.

16. No Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so in this Agreement.

17. Interpretation. No provision of this Agreement will be interpreted in favor of, or against, either of the Parties hereto by reason of the extent to which any such Party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single document.

19. Notices. All notices, demands, requests or other communications required or permitted to be given hereunder shall be deemed delivered and received upon actual receipt or refusal to receive same, and shall be made by United States certified or registered mail, return receipt requested, by nationally recognized overnight courier service such as Federal Express, or by hand delivery, and shall be addressed to the respective Parties at the addresses set forth in the preamble to this Agreement.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating in any manner to the subject matter of this Agreement. No prior agreement or understanding pertaining to same shall be valid or of any force or effect, and the covenants and agreements herein contained cannot be altered, changed or supplemented except in writing and signed by the Parties hereto.

21. Severability. If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Agreement shall not be affected thereby and shall be legal, valid and enforceable.

22. Venue; Jurisdiction. This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions. Further, all Parties hereto agree to avail themselves of and submit to the personal jurisdiction of the Courts of the State of Florida in Orange County.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date and year first set forth above.

Witnesses:

PARRAMORE OAKS, LLC,
a Florida limited liability company

_____
Sign

By: IVD PARRAMORE, LLC, Florida limited liability company, as its Manager

_____
Print name

By: INVICTUS DEVELOPMENT, LLC, a Florida limited liability company, its Manager

By: _____
Paula McDonald Rhodes, Manager

_____
Sign

_____
Print name

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

THE FOREGOING INSTRUMENT was acknowledged before me in person on this _____ day of _____, 2021, by Paula McDonald Rhodes, as Manager of INVICTUS DEVELOPMENT, LLC, a Florida limited liability company, the manager of IVD PARRAMORE, LLC, the Manager of PARRAMORE OAKS, LLC, a Florida limited liability company. She is personally known to me or produced a Florida driver's license as identification.

My Commission Expires:

_____
Signature of Notary Public, State of Florida

_____
Printed Name of Notary Public

Witnesses:

PARRAMORE OAKS PHASE TWO, LLC,
a Florida limited liability company

_____
Sign

By: INVICTUS DEVELOPMENT, LLC, Florida limited liability company, as its Manager

_____
Print name

By: _____
Paula McDonald Rhodes, Manager

_____
Sign

_____
Print name

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

THE FOREGOING INSTRUMENT was acknowledged before me in person on this _____ day of _____, 2021, by Paula McDonald Rhodes, as Manager of INVICTUS DEVELOPMENT, LLC, a Florida limited liability company, the manager of PARRAMORE OAKS PHASE TWO, LLC, a Florida limited liability company. She is personally known to me or produced a Florida driver's license as identification.

My Commission Expires:

_____
Signature of Notary Public, State of Florida

_____
Printed Name of Notary Public

Fee Owner hereby consents to the foregoing Access, Lift Station, Amenities and Parking Agreement and Easement.

Witnesses:

BRIGHT COMMUNITY TRUST INC., a Florida not-for-profit corporation

_____
Sign

By:_____
Name:_____
Title:_____

_____
Print name

_____
Sign

_____
Print name

ACKNOWLEDGMENT

STATE OF FLORIDA)

COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged before me by means of **[check one]** ( ) physical presence or ( ) online notarization, on this _____ day of _____, 2021, by _____ as _____ of BRIGHT COMMUNITY TRUST INC., a Florida not-for-profit corporation. He or She is personally known to me or produced a Florida driver's license as identification.

My Commission Expires:

_____
Signature of Notary Public, State of Florida

_____
Printed Name of Notary Public

Exhibit "A"

Phase One - Legal Description

Lot 2, Block 1, Lot 1, Block 2, and Lot 1, Block 3, PARRAMORE OAKS APARTMENTS, according to the Plat thereof recorded in Plat Book 96, Page 98, of the Public Records of Orange County, Florida.

Exhibit "B"

Phase Two - Legal Description

LOT 1, BLOCK 1, OF PARRAMORE OAKS APARTMENTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 96, AT PAGE 98, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

JOINDER BY MORTGAGEE
(Phase One 1st Mortgagee)

The undersigned, holder of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, executed by Parramore Oaks, LLC, a Florida limited liability company, in favor of Truist Bank, a banking corporation organized under the laws of North Carolina, dated July 17, 2020, recorded under Instrument No. 20200386299, of the Public Records of Orange County, Florida, as assigned to Federal Home Loan Mortgage Corporation pursuant to Assignment of Security Instrument recorded as Instrument Number 20200386300, of the Public Records of Orange County Florida, joins into and consents to be bound by the foregoing Easement.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

MORTGAGEE:

Federal Home Loan Mortgage Corporation

By:_____
Print Name:_____
Title:_____

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of **[check one]** ( ) physical presence or ( ) online notarization, this ____ day of _____, 2021 by _____, as _____ of Federal Home Loan Mortgage Corporation**.** Such person (a) physically appeared before me and (b) is personally known to me (YES) (NO) or has produced _____ as identification.

_____
NOTARY PUBLIC

My commission expires:
[Print Name of Notary]

_____

JOINDER BY MORTGAGEE
(Phase One 2nd Mortgagee)

The undersigned, holder of that certain Mortgage and Security Agreement, by Parramore Oaks, LLC, a Florida limited liability company, in favor of the Community Redevelopment Agency of the City Of Orlando, Florida, dated August 16, 2018, recorded August 17, 2018, under Instrument No. 20180491821 of the Public Records of Orange County, Florida, joins into and consents to be bound by the foregoing Easement.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

MORTGAGEE:

Community Redevelopment Agency of the City of Orlando, Florida

By:_____
Print Name:_____
Title:_____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of **[check one]** ( ) physical presence or ( ) online notarization, this ____ day of _____, 2021 by _____, as _____ of Community Redevelopment Agency of the City of Orlando, Florida**.** Such person (a) physically appeared before me and (b) is personally known to me (YES) (NO) or has produced _____ as identification.

_____
NOTARY PUBLIC

My commission expires:
[Print Name of Notary]

_____