

This Instrument Prepared by:
Robert E. Puterbaugh
Peterson & Myers, P.A.
P.O. Box 24628
Lakeland, FL 33802

RE



INSTR # 2023019203
BK 12561 Pgs 1828-1836 PG(s)9
RECORDED 01/25/2023 03:32:08 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$78.00
RECORDED BY elizhovi

INGRESS/EGRESS EASEMENT AGREEMENT

THIS INGRESS/EGRESS EASEMENT AGREEMENT ("Agreement") is made and entered into this 4th day of January, 2023 (the "Effective Date"), by and between **LAKELAND REGIONAL HEALTH SYSTEMS, INC., a Florida Not for Profit Corporation**, 1324 Lakeland Hills Boulevard, Lakeland, Florida 33805 ("Grantor"), and **LUZ MARINA GARCIA**, a single woman, 1697 Cedar Ridge Road, Bartow, Florida 33830 ("Grantee").

WHEREAS,

A. Grantor is the owner of that certain parcel of land located on E.F. Griffin Road in Bartow, FL 33830, which bears Polk County Parcel ID Number 24-29-24-000000-023030 (the "Grantor Parcel");

B. Grantee is the fee simple owner of that certain parcel of land located at 1697 Cedar Ridge Road, Bartow, Florida 33830, which bears Polk County Parcel ID Number 24-29-24-000000-042140 (the "Grantee Parcel");

C. Grantor has agreed with Grantee, and each party indicates their mutual consent and joinder by signatures below, to grant to Grantee a non-exclusive easement for ingress and egress, in favor of and appurtenant to the Grantee Parcel over and across the East 428.42 feet of the South 20 feet of the NE ¼ of the SW ¼ of Section 24, Township 29 South, Range 24 East, lying East of E.F. Griffin Road (the "Access Easement Area"), for the sole purpose of ingress and egress to and from the Grantee Parcel.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant. Grantor hereby grants to Grantee the Access Easement over and across the Access Easement Area only.

3. Maintenance and Use of Access Easement. At all times, Grantee shall continue to use and maintain the Access Easement Area in such a way that shall not unreasonably interfere, in Grantor's sole but reasonable judgment, with the normal and customary use of the Grantor Parcel by Grantor. Grantee may construct a gate as indicated in Exhibit "A" and Grantor expressly consents to same. The fencing or gating of any portion of the easement area shall not give rise to any claim for adverse possession or any claim inconsistent with the ownership rights of Grantor and Grantor shall retain the right to request removal of the gate if, in Grantor's sole reasonable judgment, said gate unreasonably interferes with Grantor's use and ownership of the Grantor Parcel. Grantee shall at all times provide Grantor with codes to access the gate for use by Grantor and others to whom Grantor may wish to provide access. Any improvements to the Access Easement Area to facilitate Grantee's Use, including but not limited to the installation and maintenance of the gate, shall be solely the cost of Grantee and shall be designed, permitted, and approved in compliance with the City of Bartow and Polk County codes, as may be applicable. The Access Easement Area shall also be maintained in such a manner as to support emergency vehicles in compliance with the applicable City of Bartow and Polk County codes, as may be applicable.

4. **Limitation of Scope of Access Easement.** At all times during the term of this Agreement, Grantee shall not increase the use of the Access Easement Area for more than one single-family dwelling unit per acre of land, for a maximum of five (5) such units, without modification to this Agreement. Any further increase in use may be withheld or conditioned in Grantor's sole discretion. The parties recognize that two accessory structures currently exist on the Grantee's parcel as is depicted on Exhibit "A." Each party recognizes that neither of the existing structures constitute a single-family dwelling.

5. **Use of Irrigation Well.** There currently exists a well on the Grantee Parcel that was previously accessed and used by Grantor and Grantor's tenants and assigns for irrigation/watering of livestock. The Parties agree that Grantee shall restore Grantor's access and Grantor shall continue to have access to and use of said well at all times during the term of this Agreement, commensurate with the traditional use of the well. Any costs incurred by Grantor relating to the use of the well shall be at Grantor's sole expense and Grantee shall have no obligation to incur any costs or expenses related to the well. To the fullest extent permitted by law, Grantor indemnifies and agrees to defend and hold harmless Grantee from and against any and all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees, court costs and disbursement) arising out of or in connection with Grantor's use of the well. The indemnification obligations of Grantor set forth in this Agreement shall remain operative and in full force and shall survive the execution and performance hereof and the expiration or earlier termination of the rights and obligations created by this Agreement.

6. **No Objection to Land Use.** While this Agreement is in effect, Grantee warrants that neither Grantee nor her heirs, successors, or assigns shall object to any use by Grantor or its successors or assigns of any of Grantor's lands adjacent to the Grantee Parcel under the current

land use approvals or zoning designations for Grantor's adjoining lands. During the term of this Agreement, if Grantor or its successors or assigns seek any changes or modifications to the then current land use approvals or zoning designations, neither Grantee nor any of Grantee's heirs, successors, or assigns will object to any such changes or modifications. If Grantor reasonably believes that Grantee or any of Grantee's heirs, successors, or assigns have objected to any such changes or modifications, Grantor shall give Notice to Grantee by certified mail (postage prepaid, return receipt requested) specifying the subject individual(s) who have objected, the nature or manner of their objections and any other information reasonably available to Grantor so that Grantee may utilize reasonable efforts to contact the aforesaid individuals in an effort to have them withdraw their objections. Grantee shall have 30 days from receipt of the above-described notice from Grantor within which to obtain withdrawal of the objections or such other cure which is acceptable to Grantor. Thereafter, if said objections have not been withdrawn or some other reasonable cure of the objections has not been effected, Grantor may proceed to terminate this Agreement.

7. Indemnification. Grantee hereby assumes all risks and expenses relating to use of the Access Easement Area by Grantee, and her principals, agents, employees, contractors, subcontractors, guests or invitees, and to the fullest extent permitted by law, indemnifies and agrees to defend and hold harmless Grantor from and against any and all liabilities, damages, claims, costs, and expenses whatsoever (including reasonable attorney's fees, court costs and disbursement) arising out of or in connection with Grantee's use of the Access Easement Area. The indemnification obligations of Grantee set forth in this Agreement shall remain operative and in full force and shall survive the execution and performance hereof and the expiration or earlier termination of the rights and obligations created by this Agreement.

8. Reservation by Grantor. Grantor reserves all rights of ownership in and to the Grantor Parcel which are not inconsistent with this Agreement. Grantor further reserves the right to use the Grantor Parcel for all uses which are not inconsistent with this Agreement. Nothing herein contained shall create or be construed to have created any other right, interest, privilege or license in or to any portion of the Grantor Parcel, other than as herein expressly set forth.

9. Term/Termination. This Agreement shall run with the Land and in favor of Grantee, and shall endure so long as the Grantee Parcel does not have direct road frontage access to a formal right of way on Cedar Ridge Road. At any such time as the Grantee Parcel has direct access to Cedar Ridge Road, either through right of way widening acquisitions made by the Polk County Board of County Commissioners, the City of Bartow, or through any other such means, the purpose of this Agreement shall become null and void and this Agreement shall automatically terminate. This Agreement may also be terminated by the mutual written consent of the parties, and/or their successors and/or assigns at any time, in the form of a Termination Agreement that shall be recorded in the same manner as this Agreement.

10. Miscellaneous. This Agreement shall be binding upon the successors and/or assigns of all parties. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida. Any claim, dispute, matter in question or legal proceeding arising out of, related to or in connection with this Agreement shall be brought in the courts of the State of Florida, located in the County of Polk. This Agreement may not be modified, waived or amended except by a written agreement executed by the party against whom enforcement is sought. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings of the parties relating thereto. The headings of this Agreement are for purposes of reference only and shall not

limit or otherwise affect the meaning hereof. If any provision of this Agreement (or portion thereof) is determined by a court or other authority of competent jurisdiction to be unenforceable as drafted by virtue of the scope, duration, extent or character thereof or otherwise, then such provision (or portion thereof) shall be construed in a manner designed to effectuate the purposes of such provision (or portion thereof) to the maximum extent enforceable under the applicable law. Each party hereby agrees not to elect a trial by jury and waives any right to trial by jury to the maximum extent permitted by law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this Ingress/Egress Easement Agreement as of the date first set forth above.

Samantha Tiwari
Witness
Print Name: Samantha Tiwari

Lakeland Regional Health Systems, Inc.
By: Lance Green
Lance Green
Executive Vice President/
Chief Financial Officer

George Edgemo
Witness
Print Name: George Edgemo

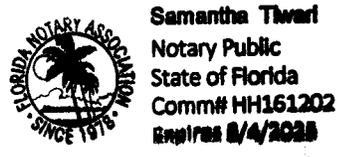
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me, by means of X physical presence or ___ online notarization, this 4th day of JANUARY, 2023 by Lance Green, as Executive Vice President/ Chief Financial Officer of Lakeland Regional Health Systems, Inc., who X is personally known to me or ___ has produced a Florida driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Samantha Tiwari
Notary Public
Printed Name: Samantha Tiwari
Commission No: HH161202
My Commission Expires: 8/4/2023



IN WITNESS WHEREOF, Grantee has executed this Ingress/Egress Easement Agreement as of the date first set forth above.

[Signature]
Witness:

[Signature]
Luz Marina Garcia

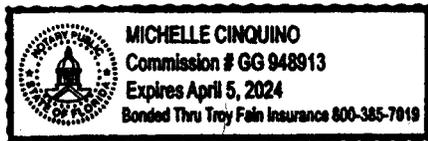
[Signature]
Witness:

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

Sworn to and subscribed before me, by means of physical presence or online notarization, this 15th day of December, 2022, by Luz Marina Garcia, who is personally known to me or has produced a Florida driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]
Notary Public
Printed Name: Michelle Cinquino
Commission No: GG 948913
My Commission Expires: 4-5-2024

CEDAR RIDGE RD

432'

042060

432'

242924

042140

46'286

273 42'

Current Fence Line
owned by LRH.

Accessory Structure

Accessory Structure

Proposed location of
gate.

Neighbors House

270'

200'