

This instrument prepared by and
after recording return to:

Michael J. Kincart, Esq.
Peterson & Myers, P.A.
P.O. Box 24628
Lakeland, Florida 33802

EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS

THIS EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS ("Agreement") is made effective the ____ day of _____, 2023 (the "Effective Date") by and between Laurel Estates Homeowners Association, Inc., a Florida not-for-profit corporation, whose mailing address is c/o Empire Management Group, Inc., 801 North Main Street, Kissimmee, Florida 34744 ("HOA"), and Edmundo Jose Delgado and Brandy Marie Delgado, whose addresses is 630 Ogelthorpe Drive, Davenport, Florida 33897 (collectively, "Delgado") who, subject to the terms and conditions set forth herein agree as follows:

RECITALS:

WHEREAS, the HOA owns that certain real property located in Polk County, Florida, which is more particularly described or depicted on **Exhibit "A"**, attached to and incorporated herein by reference ("HOA Parcel"); and

WHEREAS, Delgado owns that certain real property located adjacent and to the north of the HOA Parcel, within Polk County, Florida, which is more particularly described or depicted on **Exhibit "B"**, attached to and incorporated herein by reference ("Delgado Parcel"); and

WHEREAS, pursuant to that certain Access Easement dated February 2, 2015 and recorded at O.R. Book 9506, Page 2223 (the "Original Access Easement"), which is referenced on that certain Laurel Estates Phase I Plat recorded at Plat Book 159, Page 40, all of the Public Records of Polk County, Florida (the "Plat"), Delgado, as the owner of the Delgado Parcel, has a non-exclusive pedestrian and vehicular ingress and egress easement over a thirty foot (30') portion of the HOA Parcel, which easement provides practical vehicular access to the Delgado Parcel to and from Ogelthorpe Drive; and

WHEREAS, Delgado is currently under contract to sell the Delgado Parcel to DGTT Cypress LLC, a Florida limited liability company, whereby DGTT is pursuing approvals with Polk County for its intended development of the Property; and

WHEREAS, as a condition to developing the Delgado Parcel, Polk County requires additional easement area for the access point between the Delgado Parcel and Ogelthorpe Drive; and

WHEREAS, it is the intention of Delgado and the HOA that in order to comply with Polk County's requirements, and specifically in conjunction with the sale of the Delgado Parcel, the HOA shall grant to Delgado and its successors-in-title a perpetual non-exclusive easement for vehicle and pedestrian access over and across the entire HOA Parcel to provide access to and from Ogelthorpe Drive and the Delgado Parcel, as further provided herein; and

WHEREAS, in exchange for HOA's grant of said easement as set forth herein, Delgado has agreed to maintain the landscaping and irrigation along portions of Ogelthorpe Drive, and to restrict the use and development of the Delgado Parcel all as more particularly set forth herein; and

WHEREAS, the persons or entities in possession by way of holding fee simple title to, or a leasehold estate in, the Delgado Parcel or the HOA Parcel at any given point in time hereafter are sometimes referred to as the "Delgado Parcel Owner" and the "HOA Parcel Owner", respectively, and collectively are referred to herein as the "Owners"; and

WHEREAS, Delgado and HOA desire to document the foregoing in this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by Delgado and HOA, it is agreed and declared as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference, as though fully set forth herein.

2. Definitions. All terms defined in the above Recitals shall bear the meaning ascribed therein, as though stated in this Section. Moreover, "Ingress/Egress and Utility Easement Area" shall mean that certain easement area over the entire HOA Parcel.

3. Grant of Ingress/Egress and Utility Easement. The HOA hereby grants, bargains, sells, conveys and establishes in favor of Delgado and as an appurtenance to the Delgado Parcel, a perpetual, non-exclusive easement ("Ingress/Egress and Utility Easement") in, on, over, through and across the Ingress/Egress and Utility Easement Area, for the purpose of vehicular and pedestrian ingress, egress, and access to and from Ogelthorpe Drive and the Delgado Parcel and the installation, maintenance, repair and replacement of utilities for the benefit of the Delgado Parcel, all without payment of any fees or charges, except as herein described. Further, the HOA hereby agrees that it and its successors in title shall be restricted from constructing any improvements in the Ingress/Egress and Utility Easement Area absent written authorization from the Delgado Parcel Owner, including but not limited to, buildings, walls, and structures, except however that landscaping, lighting, sidewalks, HOA signage, and underground utilities for the benefit of the HOA Parcel shall be permitted in the Ingress/Egress and Utility Easement Area provided they do not prohibit pedestrian and vehicular travel.

4. Development Agreement.

A. Driveways and Roadways. The Delgado Parcel Owner shall construct and maintain driveways and roadways in the Ingress/Egress and Utility Easement Area, at the Delgado Parcel Owner's expense, for the Delgado Parcel leading to and from Ogelthorpe Drive and the

Delgado Parcel in accordance with the requirements of the Polk County Land Development Code. The Delgado Parcel Owner shall complete at its expense construction of the paving, curbs, drainage and landscaping of the Ingress/Egress and Utility Easement Area no later than the date the Delgado Parcel Owner completes the construction of its development on the HOA Parcel.

B. Non-Disturbance of Driveways and Roadways. Except as otherwise authorized herein, the HOA Parcel Owner shall not obstruct, damage or disturb any driveway, roadway or other improvements located within any part of the Ingress/Egress and Utility Easement Area. Notwithstanding the foregoing, the Delgado Parcel Owner shall have the right to modify driveways, roadways and improvements constructed within any part of the Ingress/Egress and Utility Easement Area. The Delgado Parcel Owner shall provide the HOA Parcel Owner at least forty eight (48) hours' notice before any improvements, alterations, or other changes to the Ingress/Egress and Utility Easement Area are made.

C. Delgado Parcel Restrictions. The Delgado Parcel shall be subject to the following described covenants and restrictions, which shall run with the Delgado Parcel, to wit:

i. Improvements. The Delgado Parcel Owner covenants and agrees to develop the Delgado Parcel in material accordance with the site plan attached hereto as **Exhibit "C"** (the "Site Plan"), provided that the Delgado Parcel Owner may make modifications to the Site Plan without the consent of the HOA Parcel Owner so long as any such modification is not a Material Deviation (defined below) from the Site Plan. The term "Material Deviation" shall mean a change to the Site Plan that: (i) relocates the building to be situated closer than fifty feet (50') from the western boundary of the Delgado Parcel; or (ii) increases the square footage of the building by more than twenty five percent (25%). Any request for a Material Deviation shall require the prior written consent of the HOA Parcel Owner, which shall not be unreasonably withheld, conditioned or delayed, which approval shall be provided to the Delgado Parcel Owner within fifteen (15) days of request, failure of which shall be deemed approval by the HOA Parcel Owner; and

ii. Signs. Without limiting the foregoing, the Delgado Parcel Owner shall not be permitted to erect any sign on the Delgado Parcel south of the North seventy feet (70') of the Delgado Parcel or west of the East thirty feet (30') of the Delgado Parcel; and

iii. Lighting. With respect to all parking lot and exterior building lighting installed within the Delgado Parcel, the Delgado Parcel Owner covenants to install and use only lighting that mitigates light pollution radiating from such installed lighting outside the boundaries of the Delgado Parcel, with such lighting using technology similar to or better than "dark sky technology"; and

iv. Landscaping and Buffering. The Delgado Parcel Owner covenants to install and maintain a landscaped berm that is three to four feet (3-4') in height along the northern and western boundary of the Delgado Parcel; and

v. Use Restriction. The Delgado Parcel shall not be used for the following "prohibited uses": (i) a medical marijuana dispensary or other smoke, tobacco,

or “vape” shop; (ii) an establishment engaging in the retail sales of distilled spirits and other alcoholic beverages for off-premises consumption (i.e. a liquor store); (iii) a twenty-four hour gymnasium or fitness facility; or (iv) any other use engaging in operations that are open to the public outside of the hours of 6:00am to 10:00pm.

D. Utilities. The Delgado Parcel Owner, at its sole cost and expense, shall obtain all utilities, including, without limitation, electric, telephone, gas, sewer, and fire and domestic water service for the Ingress/Egress and Utility Easement Area. The utilities services shall meet minimum governmental regulations. If required by such governmental authority, such lines shall include a water meter vault, exterior backflow devices and exterior water meter. Notwithstanding any minimum governmental requirements, the Delgado Parcel Owner shall also install a landscaping buffer (i.e. shrubs) around any required backflow preventer whether located within the Ingress/Egress and Utility Easement Area or on the Delgado Parcel. Within a reasonable time, but not to exceed 90 days after such utilities are constructed, the Delgado Parcel Owner shall provide the HOA Parcel Owner with copies of any As-Built surveys or other documents it obtains evidencing the location of utility services located on the HOA Parcel and the Ingress/Egress and Utility Easement.

E. Drainage. The Delgado Parcel Owner shall construct a retention pond on the Delgado Parcel, and such other drainage as may be needed to properly protect the HOA Parcel, all other property owned by the HOA Parcel Owner, and all lots within the Laurel Estates Phase I Plat recorded at Plat Book 159, Page 40 and the Laurel Estates Phase II Plat recorded at Plat Book 165, Page 33, all of the Public Records of Polk County, Florida (the “HOA Lots”), and as may be required by a public governing authority, and shall not increase the rate or volume of water that is draining onto the HOA Parcel or any other parcel of land owned by the HOA Parcel Owner or the HOA Lots as of the Effective Date. The Delgado Parcel Owner shall maintain such storm water system on the Delgado Parcel in good condition and repair, and with full functionality.

i. If the Delgado Parcel Owner fails to fully and properly maintain any drainage system, and that lack of maintenance impacts the HOA Parcel Owner, the HOA Parcel Owner may enter upon the Delgado Parcel for purposes of completing any such maintenance or repairs, after first giving the the Delgado Parcel Owner written notice of the need for said maintenance or repair, and not less than thirty (30) days to begin to undertake said maintenance or make such repair. In the event of a catastrophic failure of drainage on the Delgado Parcel which impacts the HOA Parcel, any other parcel of land owned by the HOA Parcel Owner or HOA Lots, only twenty four (24) hours’ notice shall be required before the HOA Parcel Owner may act. If after such notices, the Delgado Parcel Owner fails to demonstrate to the HOA Parcel Owner that it has commenced, or fails to diligently complete, the maintenance or repair referenced in said notice, the HOA Parcel Owner may do so without any further notice to the Delgado Parcel Owner in which event the Delgado Parcel Owner shall reimburse the HOA Parcel Owner upon demand for the reasonable costs and expenses incurred in completing said maintenance or repair, including without limitation any contracted cost incurred by the HOA Parcel Owner through its contracted community association manager or community association management firm, as reasonably demonstrated via receipts or invoices issued to the HOA Parcel Owner or agent thereof. If the Delgado Parcel Owner fails to reimburse the HOA Parcel Owner for

the cost documented therein within thirty (30) days, the HOA Parcel Owner may collect any sums due pursuant to the procedure set forth in Paragraph 9, below.

ii. The Delgado Parcel Owner shall further include the entire HOA community as shown on the Plats recorded in Polk County PB 150/40 and 165/33, in an insurance policy covering damage caused by overflow from or catastrophic failure of the Delgado Parcel Owner's drainage measures described herein. If, within thirty (30) days following the written request of the HOA Parcel Owner to the Delgado Parcel Owner for proof that this insurance policy is in place, The HOA Parcel Owner may obtain such insurance and provide the Delgado Parcel Owner proof of payment therefor. If the Delgado Parcel Owner fails to reimburse the HOA Parcel Owner for the cost documented therein within thirty (30) days, the HOA Parcel Owner may collect such sums pursuant to the procedure set forth in Paragraph 9, below.

5. Maintenance and Repair of Delgado Parcel and Ingress/Egress and Utility Easement Area. The Delgado Parcel Owner, at its sole expense, hereby agrees to, and shall, maintain the Delgado Parcel and the Ingress/Egress and Utility Easement Area in good condition and repair to typical, commercially reasonable standards. In the event the Delgado Parcel Owner fails to maintain the drainage facilities on the Delgado Parcel or the Ingress/Egress and Utility Easement Area as aforesaid, the HOA Parcel Owner may enter upon the Delgado Parcel and the Ingress/Egress and Utility Easement Area, as applicable, and complete any such maintenance or repairs to the Ingress/Egress and Utility Easement Area or the drainage facilities on the Delgado Parcel, after first giving the Delgado Parcel Owner written notice of the need for said maintenance or repair, and not less than thirty (30) days to begin to undertake said maintenance or make such repair. If the Delgado Parcel Owner thereafter fails to commence such maintenance within such thirty (30) day period or fails thereafter to diligently complete the maintenance or repair referenced in said notice, the HOA Parcel Owner may do so without any further notice to the Delgado Parcel Owner, in which event the Delgado Parcel Owner shall reimburse the HOA Parcel Owner upon demand for one hundred percent (100%) of the actual reasonable out-of-pocket costs and expenses incurred by the HOA Parcel Owner in completing said maintenance or repair, including without limitation any contracted cost incurred by the HOA Parcel Owner through its contracted community association manager or community association management firm, as reasonably demonstrated via receipts or invoices issued to the HOA Parcel Owner or agent thereof. If the Delgado Parcel Owner fails to reimburse the HOA Parcel Owner for all such documented costs and expenses within thirty (30) days of written request (with backup documentation), the HOA Parcel Owner may collect any sums due pursuant to the procedure set forth in Paragraph 9, below.

6. Maintenance and Repair of Landscaping and Median on Ogelthorpe Drive. Following the completion of the development of the Delgado Parcel, the Delgado Parcel Owner hereby agrees to maintain the medians and landscaping within the public right-of-way of Ogelthorpe Drive, in the area depicted on **Exhibit "D"** attached hereto, in good condition and repair to typical, commercially reasonable standards. Such maintenance and repair shall be at the Delgado Parcel Owner's sole cost and expense. Any change to such landscaping shall require the HOA Parcel Owner's written approval, which shall not be unreasonably withheld, conditioned or delayed. In the event the Delgado Parcel Owner fails to maintain the landscaping and medians as aforesaid, the HOA Parcel Owner may complete any such maintenance or repairs, after first giving the Delgado Parcel Owner written notice of the need for said maintenance or repair, and not less than

thirty (30) days to begin to undertake said maintenance or make such repair. If the Delgado Parcel Owner thereafter fails to commence or diligently complete the maintenance or repair referenced in said notice, the HOA Parcel Owner may do so without any further notice to Delgado Parcel Owner in which event the Delgado Parcel Owner shall reimburse the HOA Parcel Owner upon demand for its reasonable costs and expenses incurred in completing said maintenance or repair, including without limitation any contracted cost incurred by the HOA Parcel Owner through its contracted community association manager or community association management firm, as reasonably demonstrated via receipts or invoices issued to the HOA Parcel Owner or agent thereof. If the Delgado Parcel Owner fails to reimburse the HOA Parcel Owner for all such documented and reasonable costs and expenses within thirty (30) days after written demand, the HOA Parcel Owner may collect any sums due pursuant to the procedure set forth in Paragraph 9, below.

7. Early Termination. In the event Delgado and DGTT Cypress LLC are unsuccessful in their efforts to obtain a change of the future land use designation for the Delgado Parcel from Residential Low (RL-1X) to Office Center (OCX) by January 31, 2024, this Agreement shall terminate and Delgado and the HOA hereby agree to execute a commercially standard termination of this Agreement ("Termination Agreement") within ten (10) days of written request by either Party. Once the Termination Agreement is fully executed, the requesting party shall record the Termination Agreement in the Public Records of Polk County, Florida at the sole cost and expense of the Delgado Parcel Owner, no later than ten (10) days after receipt of the fully executed Termination Agreement. The right to termination may be enforced via a court of competent jurisdiction if the non-requesting party declines or fails to execute a commercially standard termination of this Agreement, within thirty (30) days after being presented with a draft of same by the requesting party. All payments due to the HOA Parcel Owner hereunder shall survive the termination of this Agreement.

8. Mutual Cooperation. Each party shall reasonably cooperate with the other party, if needed, in applying for any site plan, platting, or development approvals for its Parcel. The HOA Parcel Owner shall reasonably cooperate with the Delgado Parcel Owner in obtaining all permits for construction and operation of driveways on the Delgado Parcel and within the Ingress/Egress and Utility Easement Area, at no cost to the HOA Parcel Owner, and shall promptly execute and deliver all reasonable applications and consents requested by the Delgado Parcel Owner.

9. Enforcement of Rights. This Agreement is a charge against the HOA Parcel and Delgado Parcel, and a continuing obligation of the HOA Parcel Owner and Delgado Parcel Owner. In the event either of the Owners fails to discharge its obligations or any payments hereunder or otherwise violates the terms of this Agreement, any or all other Parcel Owners shall have the right to enforce those obligations by an action at law or in equity (including a suit for specific performance) including, without limitation, the assessment of a lien against the Delgado Parcel, without thereby waiving the right to also recover in an action for damages any sums expended by such party in performing such obligations. In the event that any Parcel Owner institutes legal action against another Parcel Owner to enforce obligations arising hereunder, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' and paralegals' fees and costs (including, but not limited to, those incurred on appeal or in any administrative or bankruptcy proceeding). The available damages therein shall also include, without limitation, any expense incurred by the HOA Parcel Owner in work undertaken by its contracted community association manager or community association management firm.

Any claim of lien filed in accordance herewith shall include the following:

- a. The name and address of the lien claimant
- b. A statement concerning the basis for the claim of lien and identifying the lien claimant as a non-defaulting and/or curing Owner;
- c. An identification by name and address (if known) of the Owner or reputed Owner of the Parcel or interest therein against which the lien is claimed;
- d. A description of the Parcel against which the lien is claimed;
- e. A description of the work performed or payment made which has given rise to the claim of lien;
- f. A statement itemizing the total amount due, including interest; and
- g. A statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date, book and page of recordation hereof.

The notice shall be duly acknowledged and contain a certificate that a copy thereof has been served upon the defaulting Owner against whom the lien is claimed, by personal service or by mailing pursuant to the Notice provisions set forth herein. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby, plus reasonable attorney's fees and costs incurred as described hereinabove, and may be enforced in any judicial proceedings allowed by law including, without limitation, lawsuit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Florida. No foreclosure judgment may be entered until at least thirty (30) days after the party asserting the lien gives notice to the defaulting party of its intention to foreclose its lien to collect the unpaid costs and expenses. The notice must be given by personal delivery of a copy of it to the defaulting owner or by certified mail, return receipt requested, addressed to the defaulting owner. If after diligent search and inquiry the party asserting the lien cannot find the defaulting owner or a mailing address at which the defaulting owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted herein and by law.

10. Consideration for Easement. Delgado shall pay the HOA the amount of Eighteen Thousand Five Hundred and No/100 Dollars (\$18,500.00) in exchange for HOA's grant of the easements described herein. Said payment shall be made to the HOA within fifteen (15) days after the approval by Polk County regarding the land use designation for the Delgado Parcel as Office Center (OCX), and the earlier of: (i) any sale or transfer of ownership of the Delgado Parcel, or (ii) initiation of construction of any improvement within the easement areas described herein.

If the Delgado Parcel Owner thereafter fails to make timely payment of any sums described in this Paragraph, the HOA Parcel Owner may collect any sums due pursuant to the procedure set forth in Paragraph 9, below.

11. Indemnification. The Delgado Parcel Owner hereby indemnifies and holds harmless the HOA Parcel Owner against all losses, claims, damages, fines, liability, attorney's and

accountants' fees and costs of litigation and all other expenses to the extent related to, growing out of, or arising from and damage or personal injury occurring on the Ingress/Egress and Utility Easement Area caused by the Delgado Parcel Owner or any occupant, visitor, or invitee of the Delgado Parcel; provided however, that the Delgado Parcel Owner shall in no event be obligated to indemnify or hold harmless the HOA Parcel Owner for its own negligence or intentional misconduct.

12. General Provisions. The following general provisions shall apply to all the terms and provisions set forth in this Agreement:

A. Nonexclusive Rights. HOA and Delgado recognize and acknowledge that the easement rights granted in this Agreement are nonexclusive in nature. The HOA Parcel Owner and the Delgado Parcel Owner, and their respective successors in title, shall each continue to have the right to use the Ingress/Egress and Utility Easement for any purpose(s) not inconsistent with the terms of this Agreement.

B. Covenants with the Land. References to Delgado, HOA, Delgado Parcel Owner, and HOA Parcel Owner shall include their respective successors in title. The Ingress/Egress and Utility Easement provided for herein, and the maintenance obligations set forth herein, shall run with the land and shall constitute a use for the benefit of the HOA Parcel and the Delgado Parcel, and shall be a burden upon the affected portions of the Delgado Parcel and the HOA Parcel. The Ingress/Egress and Utility Easement provided for herein shall inure to the benefit of, and be binding upon, the respective successors, successors-in-title, assigns, heirs and tenants of each party hereto and the customers, employees and invitees of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of the HOA Parcel or the Delgado Parcel.

C. Individuals Benefited. It is the intent of Delgado and HOA that there not be a merger of the easement and fee estates occurring automatically by operation of law. The rights and privileges granted in this Agreement to the parties and their respective successors in title may be used by and inure to the benefit of their respective officers, employees, business guests, business invitees, agents, licensees, tenants, and customers and the officers, employees, business guests, business invitees, agents, licensees, subtenants and customers of their respective tenants and subtenants and all other persons lawfully on their respective properties.

D. No Dedication. This Agreement is not intended to, and should not be construed to, dedicate the Easement Areas to the general public, nor shall this instrument be construed to restrict the use and development of the HOA Parcel or the Delgado Parcel in accordance with the terms of this Agreement. Nothing contained in this Agreement shall create any rights in the general public.

E. Rights of Delgado and HOA. In the event that title to the Delgado Parcel or the HOA Parcel is held by an entity other than Delgado or HOA, respectively, that entity shall take title thereto subject to all the terms and provisions of this Agreement. To the extent that Delgado and HOA continue to be a titleholder to the Delgado Parcel and the HOA Parcel, respectively, Delgado shall be deemed to be the Delgado Parcel Owner and shall be burdened by the terms and provisions of this Agreement, and HOA shall be deemed to be the HOA Owner and

shall be burdened by the terms and provisions of this Agreement. Upon divestiture of title to the Delgado Parcel or the HOA Parcel (whether by voluntary conveyance, mortgage foreclosure or any other means), Delgado and/or HOA shall be deemed to reserve automatically to and for the benefit of HOA and the HOA Parcel, or Delgado and the Delgado Parcel, respectively, those easement rights and other benefits in, upon and burdening the divested parcel provided herein.

F. Captions, Number and Gender. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. The singular and plural shall each include the other where appropriate. Words of any gender shall include all other genders when the context so permits.

G. No Waiver. No waiver of any default of any obligation of the HOA Parcel Owner or the Delgado Parcel Owner shall be implied by any omission of the other party to take any action with respect to such default.

H. No Agency. Nothing in this Agreement shall be deemed or construed by the HOA Parcel Owner or the Delgado Parcel Owner or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers, or of any other such association.

I. Governing Law and Venue. The laws of the State of Florida shall govern the Agreement. Any legal action instituted hereunder shall be brought in Polk County, Florida.

J. Amendment. This Agreement may not be changed or terminated without the written consent of both the Delgado Parcel Owner and HOA Parcel Owner or their respective successors and assigns.

K. Incidental Rights. Each of the rights and benefits granted in this Agreement shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily included incidental thereto.

L. Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

M. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Party being noticed at the address given below (or such other address which any party may designate in writing for itself from time to time hereafter by written notice to the other party):

HOA:

Laurel Estates Homeowners Association, Inc.
c/o Empire Management Group, Inc.
801 N. Main Street
Kissimmee, Florida 34744
Attn: HOA President

and

Alan Schwartzseid, Esq.
Kaye Bender Rembaum, P.L.
11486 Corporate Boulevard, Suite 130
Orlando Florida 32817

Delgado:

Edmundo Jose Delgado and Brandy Marie Delgado
630 Ogelthorpe Drive
Davenport, Florida 33897

N. WAIVER OF JURY TRIAL. THE PARTIES TO THIS AGREEMENT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR THE RELATIONSHIP OF THE PARTIES CREATED HEREBY.

O. No Termination for Breach. Except as otherwise stated hereinabove, no breach, whether material or not material, of the provisions of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall have no affect, in any manner, on any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement.

P. Time is of the Essence. Time shall be of the essence in this Agreement.

Q. Incorporation by Reference. Any and all exhibits referred to herein as attached hereto shall be deemed to be incorporated herein as though fully set forth in this Agreement.

R. Days. All references to amounts of days herein shall mean calendar days, unless otherwise expressly stated herein.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, Delgado and HOA have caused this Agreement to be executed on the date first stated above.

Signed, sealed and delivered
in the presence of:

Signature
Print Name: _____

Edmundo Jose Delgado

Signature
Print Name: _____

Brandy Marie Delgado

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____ 2023, by Edmundo Jose Delgado and Brandy Marie Delgado, who ☐ are personally known to me or who ☐ have produced _____ as identification.

Notary Public
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Laurel Estates Homeowners Association,
Inc., a Florida not-for-profit corporation

Signature

Print Name: _____

By: _____
Randall Prescott, its President

Signature

Print Name: _____

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this ____ day of _____, 2023 by Randall Prescott, as the President of Laurel Estates Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She/They is/are personally known to me or has/have produced _____ as identification.

Notary Public

My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE HOA PARCEL

THAT PART OF TRACT A, LAUREL ESTATES PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 159, PAGES 40 – 43, PUBLIC RECORDS OF POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT BOUNDARY CORNER "20" AS SHOWN ON SAID PLAT AND RUN THENCE ALONG THE EASTERN BOUNDARY OF SAID TRACT A, ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 25 AS RECORDED IN OFFICIAL RECORD BOOK 9503, PAGE 97, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S08°12'36"E A DISTANCE OF 6.62 FEET TO INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF OGELTHORPE DRIVE AS SHOWN ON SAID LAUREL ESTATES PHASE I PLAT; THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE, S72°15'54"W A DISTANCE OF 80.02 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 258.00 FEET, A DELTA ANGLE OF 3°05'22", A CHORD DISTANCE OF 13.91 FEET, AND A CHORD BEARING OF S70°43'13"W; CONTINUE THENCE ALONG SAID NORTHERN RIGHT OF WAY LINE AN ARC DISTANCE OF 13.91 FEET; THENCE DEPARTING SAID NORTHERN RIGHT OF WAY LINE, RN N20°49'28"W A DISTANCE OF 2.98 FEET TO BOUNDARY CORNER "18" AS SHOWN ON SAID PLAT; THENCE N00°19'24"W A DISTANCE OF 35.11 FEET TO BOUNDARY CORNER "19" AS SHOWN ON SAID PLAT; THENCE S88°29'00"E A DISTANCE OF 89.69 FEET TO THE POINT OF BEGINNING.

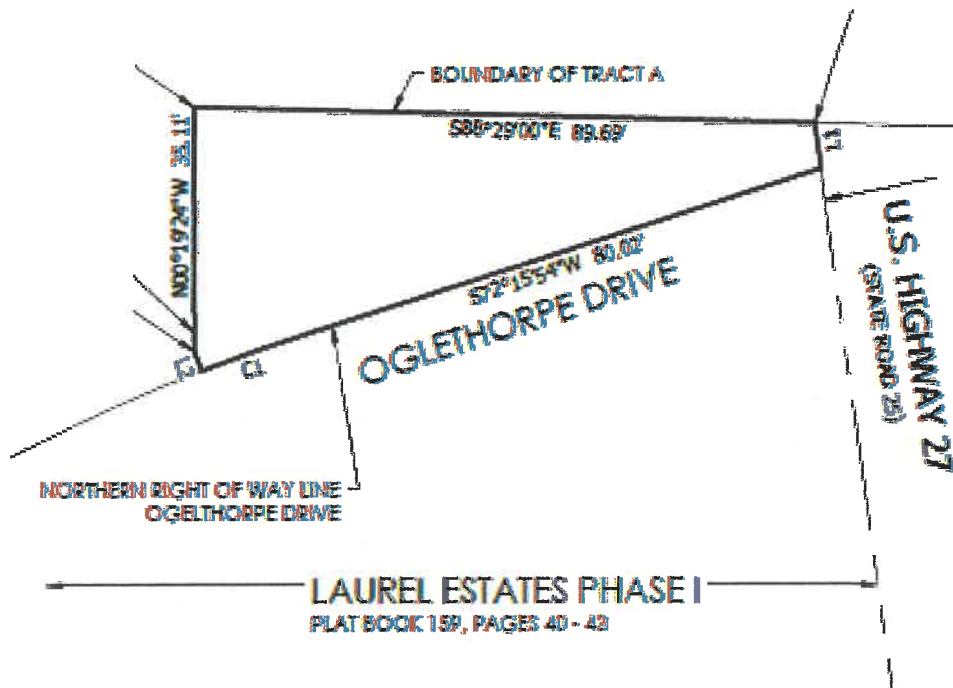


EXHIBIT "B"

LEGAL DESCRIPTION OF THE DELGADO PARCEL

BEGIN AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF FEDERAL HIGHWAY 27 AND THE SOUTH LINE OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, RUN THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY 317 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHWESTERLY 145 FEET, THENCE WEST 240 FEET, THENCE SOUTH 175 FEET, THENCE EAST 150 FEET, THENCE NORTH 35 FEET, THENCE EAST 110 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "C"
SITE PLAN

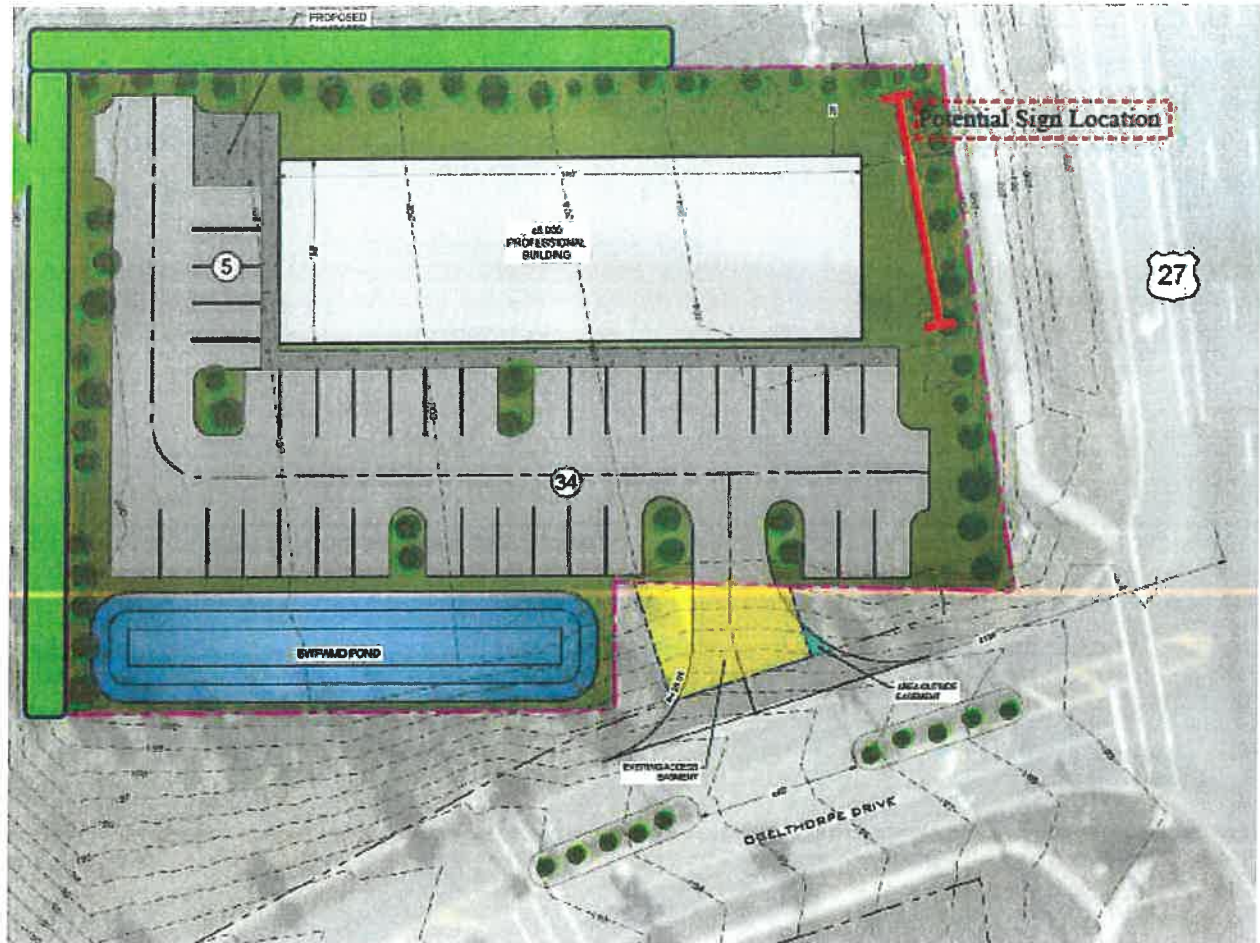
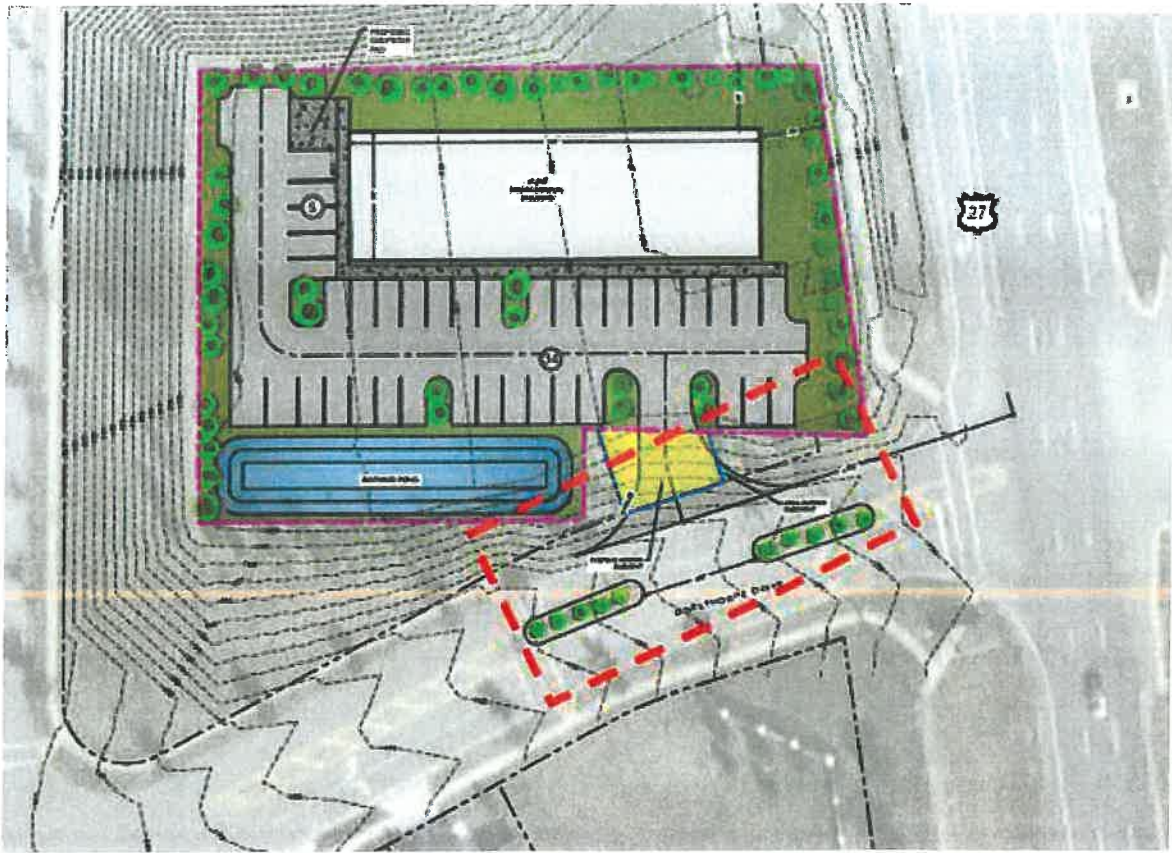


EXHIBIT "D"
MAINTENANCE PLAN



The obligation to maintain is only with respect to the two medians and the landscaping on the north side of Ogelthorpe within the hashed area.