THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Andrew J. Orosz, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
407-843-4600

INSTR # 2015071694
BK 9506 Pgs 2223-2231 PG(s)9
RECORDED 04/22/2015 10:10:57 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES $78.00
RECORDED BY ambezieg

ACCESS EASEMENT

THIS ACCESS EASEMENT (this "Easement") is made and entered into as of the 2nd day of February, 2015 by and between **HANOVER PLATINUM, LLC**, a Florida limited liability company (hereinafter referred to as "**Grantor**") and **TRIPPCO, LLC**, a Florida limited liability company (hereinafter referred to as "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the current owner of certain real property situated in the County of Polk, State of Florida, described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Grantor Property**"); and

WHEREAS, Grantee is the current owner of certain real property situated in the City of County of Polk, State of Florida, described on **Exhibit B** attached hereto and incorporated herein by this reference (hereinafter referred to as the "**Grantee Property**"); and

WHEREAS, Grantor has agreed to grant unto Grantee a perpetual non-exclusive access easement upon a portion of Grantor's Property more particularly described and depicted on **Exhibit C** attached hereto and incorporated herein by this reference (the "**Access Easement Area**") for the purpose of providing vehicular ingress and egress upon, over and across the driveway more particularly described herein, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00), the recitals set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor declares as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Grant of Access Easement. Grantor hereby declares, creates and imposes for the benefit of the Grantee, a perpetual and non-exclusive easement for pedestrian and vehicular ingress and egress purposes, over, across, upon and through the Access Easement Area (the "**Access Easement**"). The Grantee, together with its Permittees, will have the right of use of the Access Easement. Such right will be exercised in a reasonable manner for the purposes stated above.

3. Permittees. "Permittees" shall mean and refer to any tenants, subtenants, licensees, occupants, employees, contractors, invitees, lenders, customers and visitors of Grantor or Grantee. The joinder of any Permittees in any amendment to this Easement shall not be required.

4. Duration. This Easement, together with the easements, covenants, rights and obligations hereby granted, created and conveyed shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated other than as expressly provided herein, except by an instrument in writing executed by each party to this Easement, or their successors and assigns, together with the Florida Department of Transportation, and recorded among the public records of Polk County, Florida. Upon transfer by Grantor or Grantee of their respective properties, the transferor shall be relieved of any further liability for performance of its obligations hereunder.

5. Notices. All written notices provided for herein shall be personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, to the parties at the addresses given below, or at such other address as may be specified by written notice:

Grantee:	Trippco, LLC Attn: Joseph E. Tripp 1300 Evalyn Drive, SE Winter Haven, Florida 33880
Grantor:	Hanover Platinum, LLC 2420 South Lakemont Avenue, Suite 450 Orlando, Florida 32814 Attention: William S. Orosz, Jr.
With a copy to:	Lowndes, Drosdick, Doster, Kantor & Reed, P.A. Attn: Andrew J. Orosz, Esq. 215 North Eola Drive Orlando, Florida 32801

All notices so mailed shall be deemed delivered three (3) business days after mailing, or such earlier date in the event that delivery is confirmed via tracking information, personal delivery, or confirmation of receipt of delivery.

6. Remedies. The parties hereto shall have all remedies available at law or in equity, including the right of specific performance and/or injunctive relief, to enforce their respective rights under this Easement. All rights and remedies provided herein or otherwise existing at law or in equity shall be cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive the right of any party to the exercise of any or all other rights. Notwithstanding the foregoing, no default or remedy hereunder shall include the right to terminate the easement established by this Easement.

7. Governing Law. The terms and conditions of this Easement shall be governed and construed under the laws of the State of Florida.

8. Severability. The terms and conditions of this Easement are severable and if any should be determined to be unenforceable, then that determination shall not affect the enforceability of the remaining provisions.

9. Attorneys' Fees. In the event that either party is required to commence any action or proceeding against the other in order to enforce the provisions of this Easement, the prevailing party's remedy shall be limited to injunctive relief and damages for the alleged breach of any of the provisions, and neither party shall have the right to terminate this Easement. The prevailing party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees. No waiver by either party of any default under this Easement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Access Easement Easement to be duly executed on or as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: Ben Snyder

Notary Public

HANOVER PLATINUM, LLC,
a Florida limited liability company

By: Grantor Land Company, LLC,
a Florida limited liability company,
its Manager

By:
Name: William Orosz
Its: President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by William Orosz, as President of Grantor Land Company, LLC, a Florida limited liability company, Manager of HANOVER PLATINUM, LLC, a Florida limited liability company, on behalf of the partnership. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

PEGGY JENSEN
Notary Public - State of Florida
My Comm. Expires Jan 31, 2018
Commission # FF 059751

Print Name:
Notary Public, State of _____
Commission #: _____
My commission expires: _____

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EXHIBIT A

Grantor Property

The East 3/4 of the South 1/4 West of Federal Highway 27, Section 36, Township 25 South, Range 26 East, LESS AND EXCEPT homestead site described as: Commencing at a point on the West boundary line of right of way of said Federal Highway 27 where the same intersects with the South line of said Section 36, Township 25 South, Range 26 East, thence run Northwesterly along said West Right of Way line a distance of 317 feet to Point of Beginning; thence continue Northwesterly along said Right of Way line a distance of 145 feet, thence run West a distance of 240 feet, thence run South a distance of 175 feet, thence run East a distance of 150 feet, thence run North a distance of 35 feet, thence run East a distance of 110 feet more or less to Point of Beginning, all being a part of Section 36, Township 25 South, Range 26 East, Polk County, Florida.

LESS AND EXCEPT that parcel of land deeded to Polk County by Warranty Deed recorded in Official Records Book 8447, page 357, Public Records of Polk County, Florida.

EXHIBIT B

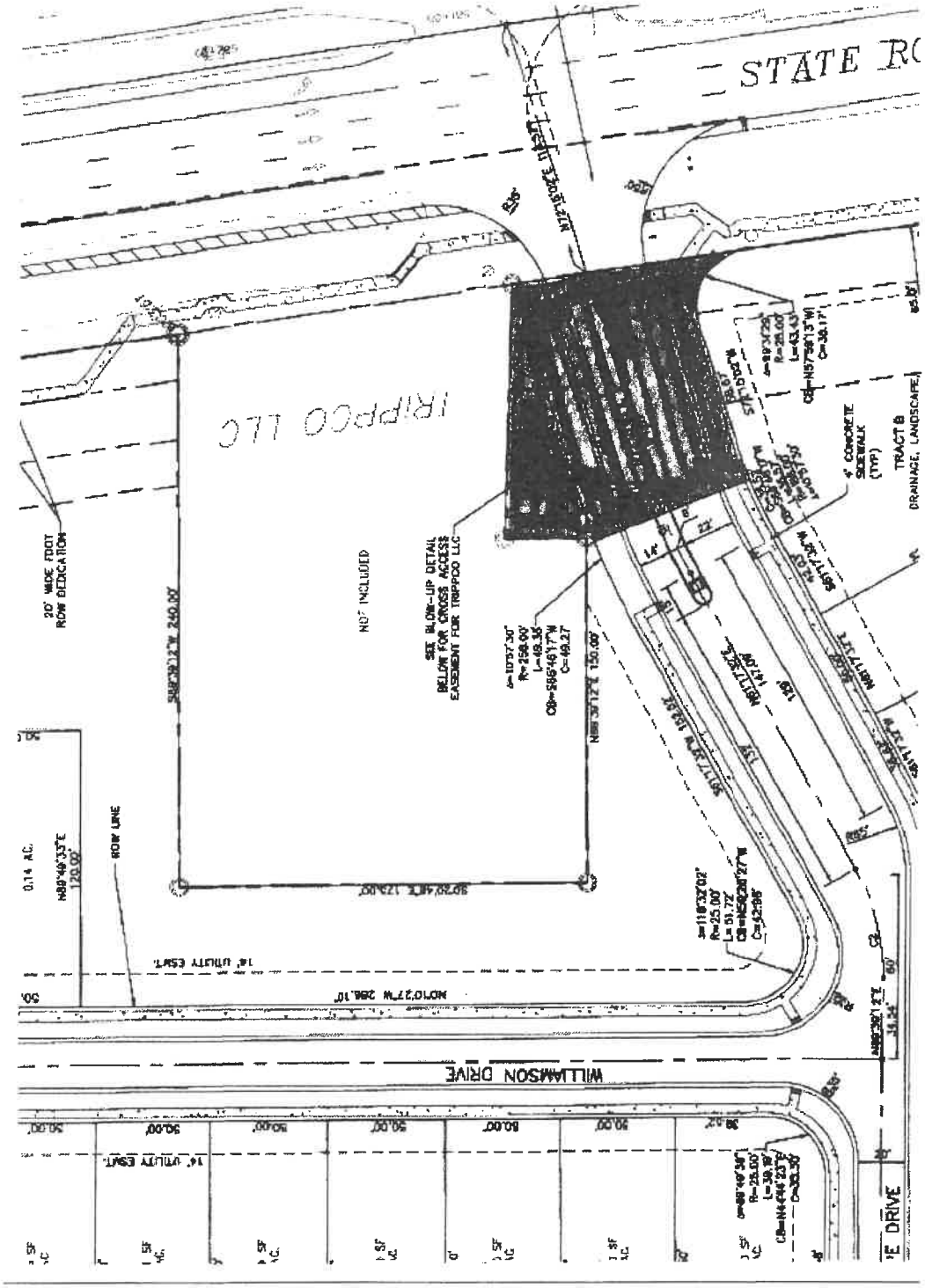
Grantee Property

Parcel # 362526-000000-022010

Begin at the intersection of West right of way line of Federal Highway 27 and the South line of Section 36, Township 25 South, Range 26 East, 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

ACCESS EASEMENT AREA



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LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, AS RECORDED IN OFFICIAL RECORDS BOOK 9281, PAGE 263, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), PER FLORIDA DEPARTMENT OF TRANSPORTATION, SURVEYING AND MAPPING RIGHT-OF-WAY MAP, SECTION 16180-000 AND THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 26 EAST, FOR A POINT OF REFERENCE; THENCE RUN NORTH 08°13'28" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 317.18 FEET TO A POINT LYING ON THE EASTERLY EXTENSION OF THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF OGELTHORPE DRIVE; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 72°15'02" WEST, ALONG SAID PROPOSED NORTHERLY RIGHT-OF WAY LINE AND EASTERLY EXTENSION THEREOF, 59.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 72°15'02" WEST, ALONG SAID PROPOSED NORTHERLY RIGHT-OF WAY LINE, 40.00 FEET; THENCE DEPARTING SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, RUN NORTH 17°44'58" WEST, 34.50 FEET TO A POINT LYING ON THE SOUTH LINE OF THE LESS OUT PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 9281, PAGE 263, OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN SOUTH 88°27'13" EAST, ALONG SAID SOUTH LINE, 42.38 FEET; THENCE DEPARTING SAID SOUTH LINE, RUN SOUTH 17°44'58" EAST, 20.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND, LIES IN POLK COUNTY, FLORIDA AND CONTAINS 1,100.0 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES:

(1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
(2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
(3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 25 (U.S. 27), PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 16180-000, BEING SOUTH 08°13'28" EAST.
(4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
(5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
(6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 4044
PEC - SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NO.: LB 7808
DATE OF SIGNATURE: 1-22-2015

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

SHEET 1 OF 2

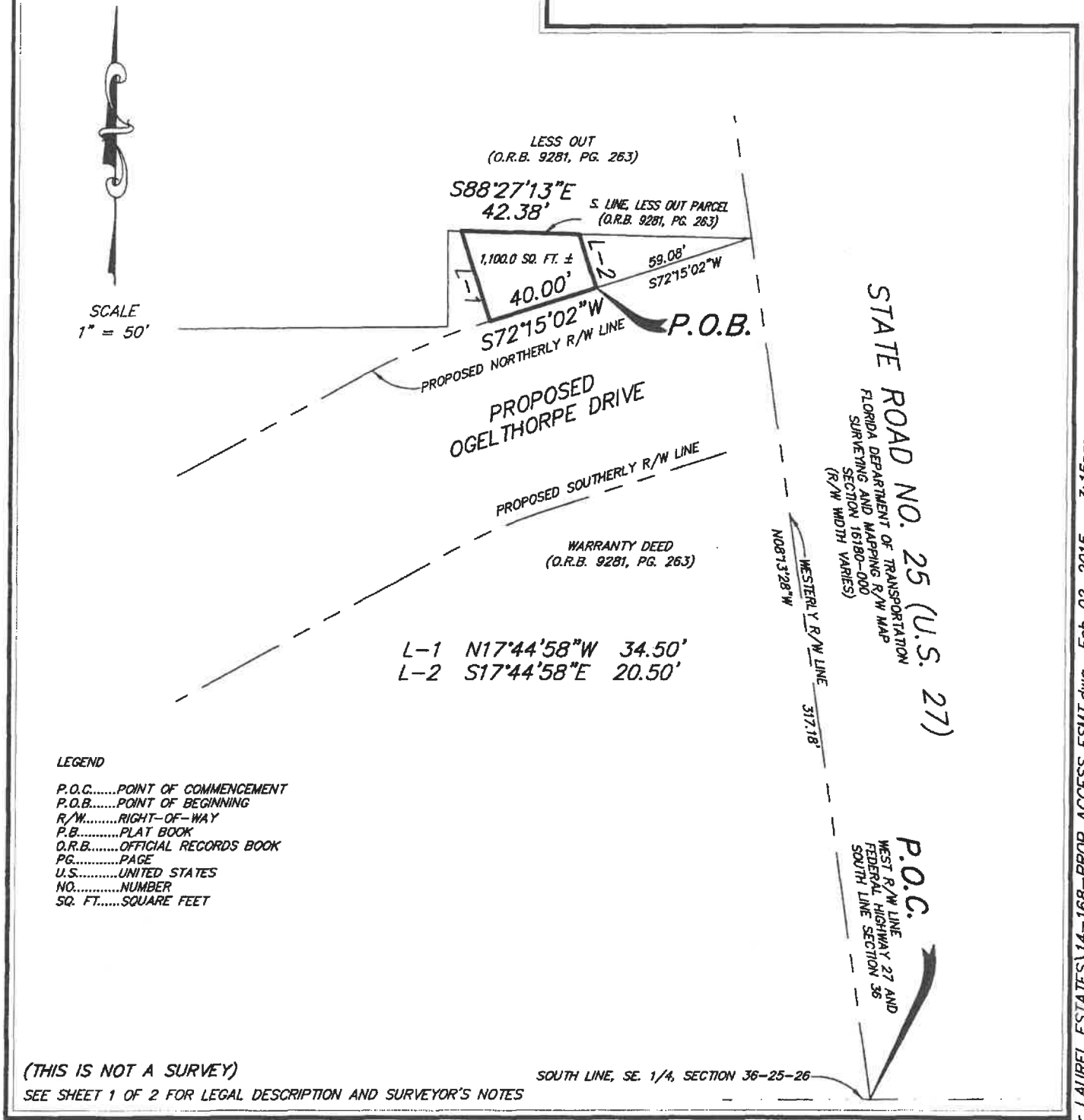
PEC | SURVEYING AND MAPPING, LLC
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 · Oviedo, Florida 32765 · 407-542-4967
WWW.PECONLINE.COM

SECTION 36, TOWNSHIP 25 SOUTH, RANGE 26 EAST

DATE: JANUARY 26, 2015	PREP BY: J.L.M.	DRAWN BY: J.L.M.	JOB #: 14-168

O:\14-168 Hanover LAUREL ESTATES\14-168-PROP ACCESS ESMT.dwg Feb 02, 2015 - 3:15pm

LEGAL DESCRIPTION



LEGEND

P.O.C.....POINT OF COMMENCEMENT
P.O.B.....POINT OF BEGINNING
R/W.....RIGHT-OF-WAY
P.B.....PLAT BOOK
O.R.B.....OFFICIAL RECORDS BOOK
PG.....PAGE
U.S.....UNITED STATES
NO.....NUMBER
SQ. FT.....SQUARE FEET

(THIS IS NOT A SURVEY)

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC | **SURVEYING AND MAPPING, LLC**
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 · Oviedo, Florida 32765 · 407-542-4967
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SECTION 36, TOWNSHIP 25 SOUTH, RANGE 26 EAST

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O:\14-168 Hanover LAUREL ESTATES\14-168-PROP ACCESS ESMT.dwg Feb 02, 2015 - 3:15pm