



DAVID R ELLSPERMANN CLERK & COMPTROLLER MARION CO
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This instrument prepared by:

Derek R. Houston
 Houston Taylor, PLLC
 146 2nd Street North
 Suite 101
 St. Petersburg, Florida 33701

CROSS ACCESS EASEMENT AGREEMENT

This Cross Access Easement Agreement (“**Agreement**”) is made this 15 day of July, 2019, by Savings Mercy Corporation, a Florida corporation (“**Grantor**”), whose address is 3601 West Silver Springs Blvd., Ocala, FL 34475 and KFC Ocala, LLC, a Florida limited liability company (“**Grantee**”), whose address is 5795 Ulmerton Road, Suite 200, Clearwater, FL 33760.

RECITALS

A. Grantor is the owner of certain real property located in Marion County, Florida, and Grantor is selling a certain portion of such real property to Grantee, a legal description of which is attached hereto and made a part hereof as Exhibit A (“**Grantee Parcel**”);

B. Grantor wishes to create, grant and convey a perpetual, non-exclusive, cross access easement for a driveway over a certain portion of real property owned by Grantor, a legal description of which is attached hereto and made a part hereof as Exhibit B (the “**Easement Area**”) for purposes of providing the Grantee Parties (as defined below) vehicular and pedestrian access, ingress and egress to and from the public roadway in the City of Ocala right-of-way located on the easterly border of the Easement Area (the “**Easement**”), all as graphically depicted on site plan attached hereto and made a part hereof as Exhibit C (“**Site Plan**”); and

C. Grantor and Grantee desire to establish the Easement and certain rights and responsibilities with respect to the construction and maintenance of the Easement and Easement Area.

AGREEMENTS

Therefore, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties hereby agree as follows:

1. Recitals. The foregoing statements and Recitals are true and correct and incorporated herein as material terms of this Agreement.

2. Easement. Grantor does hereby create, grant and convey the Easement in favor of Grantee and all successors in title to the Grantee Parcel and each of their lessees, tenants, guests and invitees (collectively the “**Grantee Parties**”) as an easement appurtenant that will run with the land, for the use, benefit and enjoyment of the Grantee Parties. Any subsequent use of all or any portion of the Easement Area shall not

be permitted to change, alter or diminish the right of Grantee Parties to the use and enjoyment of the Easement as granted herein.

3. **Successors and Assigns.** This Agreement and the agreements, easement, rights and privileges granted shall run with land and be binding upon and shall inure to the benefit of Grantee Parties, their respective legal representatives, successors, heirs, grantees, assigns and successors in title to the Grantee Parcel. This Agreement and the agreements, easement, and obligations granted shall run with land and be binding upon the Grantor, their respective legal representatives, successors, heirs, grantees, assigns and successors in title to the Easement Area, regardless of whether or not specific mention is made of this Agreement and regardless of whether or not a specific conveyance is made subject to the rights, privileges, duties and obligations herein.

4. **Construction of Cross Access Easement Driveway.** Grantee shall have the right to construct the initial cross access easement driveway as depicted on the Site Plan (the “**Cross Access Easement Driveway**”), at Grantee’s cost and expense, in accordance with all applicable laws, regulations, codes, approvals, permits, and regulations of the applicable governmental authorities, including applicable permits and approvals from the Florida Department of Transportation and the City of Ocala to the extent applicable (collectively the “**Applicable Governmental Approvals**”). Grantor hereby grants to Grantee a temporary construction easement on, over and across the Easement Area and 20 feet on each side of the Easement Area for purposes of entering the Easement Area and the other above-described real property for purposes of constructing the Cross Access Easement Driveway.

5. **Maintenance.** Grantor and/or any successor in title to the Easement Area shall preserve, maintain and repair the Cross Access Easement Driveway and the Easement Area at its sole cost and expense so as to keep the Easement open, safe and useable for vehicular and pedestrian access, ingress and egress, and to establish a clean first-class appearance. In the event any Grantor or any successor in title to the Easement Parcel fails to perform its obligations hereunder to timely preserve, maintain, and repair the Cross Access Easement Driveway and the Easement Area, any Grantee Party shall be entitled to undertake and complete such work as may be necessary to meet the obligations of the non-performing party, and the non-performing party shall reimburse such party for all reasonable costs of such work. If Grantee or any of Grantee’s agents, successor, customers and/or employees cause any damage to the Easement area, Grantee shall at it’s sole cost and expense cause the same to be repaired.

6. **Miscellaneous.** In the event of any litigation relating to this Agreement, the prevailing party shall be entitled to recover attorneys’ and legal assistants’ fees and costs incurred at both trial and appellate levels. Invalidation of any one of the terms or provisions of this Agreement by judgment or court order shall not affect any other provision, which shall remain in full force and effect. This Agreement shall be construed, governed, interpreted and enforced in accordance with the laws of the State of Florida. This Agreement, and the Easement granted herein, may only be terminated by a writing, signed by all of the then current owners of Grantee Parcel and Easement Area.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor and Grantee have entered into this Cross Access Easement Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

Rholland Michele
Print Name: RHOLLAND MICHELE

Tatiana D'Angelo
Print Name: Tatiana D'Angelo

GRANTOR:
Saving Mercy Corporation
a Florida corporation

By: Jason Halstead
Print Name: JASON HALSTEAD
Title: EXECUTIVE DIRECTOR
Date: 7/16/19

STATE OF Florida
COUNTY OF Marion

The foregoing Cross Access Easement Agreement was signed and acknowledged before me this 16 day of July, 2019, by Jason Halstead as Executive Director of Saving Mercy Corporation, a Florida corporation.

Personally Known
 Produced _____
as evidence
below)

Katherine M Baker
Notary Public
(Stamp Name, Commission # and Expiration



Signed, sealed and delivered
in the presence of:

Jean Edwards
Print Name: JEAN EDWARDS

Annette Jacoby
Print Name: ANNETTE JACOBY

GRANTEE: KFC Ocala, LLC
a Florida limited liability company
CSC Properties, LLC,
a Florida limited liability company

By: [Signature]
Print Name: Rogers Hayden
Title: MANAGER
Date: 8-13-19

STATE OF FLORIDA
COUNTY OF PINE HILLS

The foregoing Cross Access Easement Agreement was signed and acknowledged before me this
13 day of AUGUST, 2019, by Rogers Hayden as
MANAGER of CSC Properties, LLC, a Florida limited liability company the
authorized member of KFC Ocala, LLC, a Florida limited liability company.

Personally Known
 Produced _____

as evidence

Jean Marie Edwards
Notary Public

(Stamp Name, Commission # and Expiration)

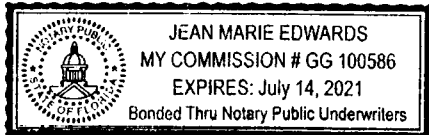


EXHIBIT A

LEGAL DESCRIPTION OF GRANTEE PARCEL

DESCRIPTION: PER COMMITMENT

A PORTION OF THE S.W. 1/4 OF THE N.W. 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE N.W. 1/4 OF SAID SECTION 14; THENCE S 89°28'48" E, ALONG THE SOUTH BOUNDARY OF SAID N.W. 1/4, 191.82 FEET TO THE CENTERLINE OF INTERSTATE HIGHWAY NO. 75; THENCE S 00°31'12" W, ALONG SAID CENTERLINE, 16.94 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF STATE ROAD NO. 40; THENCE S 89°41'48" E, ALONG SAID STATE ROAD NO. 40 CENTERLINE, 821.88 FEET; THENCE N 00°31'12" E, 53.75 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD FOR THE POINT OF BEGINNING; THENCE N 00°31'12" E, 236 FEET; THENCE S 89°41'48" E, PARALLEL TO THE CENTERLINE OF STATE ROAD NO. 40, 175 FEET; THENCE S 00°31'12" W, 236 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 40; THENCE N 89°41'48" W, ALONG SAID NORTH RIGHT OF WAY LINE OF STATE ROAD, 175 FEET TO THE POINT OF BEGINNING

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE S 89°28'48" E, ALONG THE SOUTH BOUNDARY OF THE SAID NORTHWEST 1/4, 191.82 FEET TO THE CENTERLINE OF INTERSTATE HIGHWAY NO. 75; THENCE S 00°31'12" W, ALONG SAID CENTERLINE, 16.94 FEET TO THE POINT OF INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF STATE ROAD NO. 40; THENCE S 89°41'48" E, ALONG SAID STATE ROAD NO. 40 CENTERLINE, 996.88 FEET; THENCE DEPARTING SAID STATE ROAD NO. 40 CENTERLINE, N 00°31'12" E, 105.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°31'12" E, 30.00 FEET; THENCE S 89°41'48" E, 117.69 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE 20.68 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 47°24'11" AND A CHORD BEARING AND DISTANCE OF N 66°36'07" E, 20.10 FEET; THENCE S 00°31'12" W, 46.61 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE 21.28 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 48°46'52" AND A CHORD BEARING AND DISTANCE OF N 65°18'22" W, 20.65 FEET, THENCE N 89°41'48" W, 117.22 FEET TO THE POINT ON OF BEGINNING.

LINE	BEARING	DISTANCE
L1	S 89°28'48" E	191.82'
L2	S 00°31'12" W	16.94'
L3	S 89°41'48" E	996.88'
L4	N 00°31'12" E	105.25'
L5	N 00°31'12" E	30.00'
L6	S 89°41'48" E	117.69'
L7	S 00°31'12" W	46.61'
L8	N 89°41'48" W	117.22'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	20.68'	20.10'	N 66°36'07" E	47°24'11"
C2	25.00'	21.28'	20.65'	N 65°18'22" W	48°46'52"

LEGAL/SKETCH ONLY
-THIS IS NOT A BOUNDARY SURVEY-

PAGE 1 OF 2
LEGAL/SKETCH ONLY
-THIS IS NOT A BOUNDARY SURVEY-

SCALE: 1"=80
DRAWN BY: RWB
DWG. No.1902-100-13
PROJ. No.1902-100-13

CROSS ACCESS EASEMENT
KFC OCALA

EXTREME SURVEYING OF FLORIDA, INC.
18 ANS. FEET
28340 WYOMING PLACE
WESLEY CHAPEL, FLORIDA 33045
PH. (813) 975-3082
Email: info@extreme-surveying.com
PROFESSIONAL SURVEYING AND MAPPING SERVICES


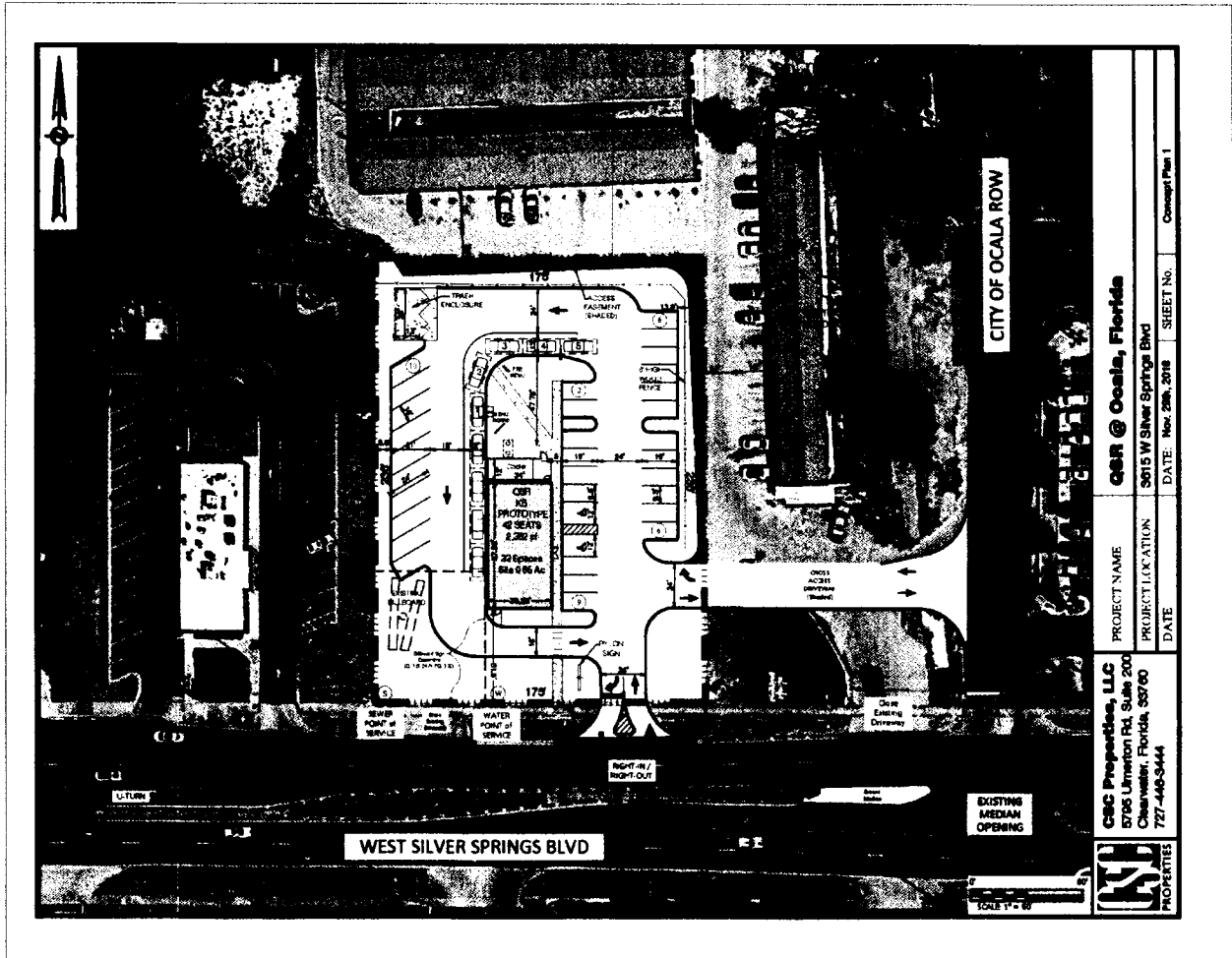


EXHIBIT C
SITE PLAN



CSR @ Ocala, Florida	PROJECT NAME
3015 W Silver Springs Blvd	PROJECT LOCATION
DATE: Nov. 28th, 2018	DATE
SHEET NO.	SHEET NO.
Concept Plan 1	

CSC Properties, LLC
5705 Umerton Rd, Suite 200
Clearwater, Florida, 33760
727-440-9444



EXISTING
MEDIAN
OPENING

SCALE 1" = 6'

WEST SILVER SPRINGS BLVD

CITY OF OCALA ROW

NORTH ->

SEWER
POINT OF SERVICE

WATER
POINT OF SERVICE

Storm
Drains

CSR 103
PROTOTYPE
22 STORIES
2.282 Acre

TRUCK
ENCLOSURE

ACCESS
FACILITY
SHARED

STORM
DRAIN

STORM
DRAIN

STORM
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