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This instrument was prepared by and should be returned to:

(without examination of title)

William P. Weatherford, Jr.

Marlowe & Weatherford, P.A.

1150 Louisiana Avenue, Suite 4

Winter Park, Florida 32789

(407) 629-5008

Inst:201460030995 Date:9/29/2014 Time:2:18 PM

Doc Stamp-Deed:0.70

DC,Gloria R. Hayward,Sumter County Page 1 of 3 B:2848 P:280



AMENDED EASEMENT AGREEMENT

THIS AMENDED EASEMENT AGREEMENT (the "Agreement") is made and entered into this 29 day of September, 2014, by and between **Aero Point Properties** ← R LLC, a Florida limited liability company ("Grantee"), whose mailing address is 150 E. Robinson Street, Suite 2602, Orlando, Florida 32801 and **Horace Harrison** ("Grantor"), whose mailing address is 4863 County Road 134, Wildwood, Florida 34785.

WITNESSETH:

WHEREAS, Grantor previously granted an Ingress-Egress Easement to Dwight A. Small as recorded in Official Records Book 296, Page 673; Public Records of Sumter County Florida (the "Original Easement"); and

WHEREAS, Grantee has succeeded to Dwight A. Small's ownership of the property benefitted by the Original Easement which property is described as follows:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida (the "Grantee Property"); and

WHEREAS, Grantor and Grantee desire to amend and restate the Original Easement upon the terms and provisions hereinafter set forth.

NOW THEREFORE, in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor hereby agree as follows:

1. **Grant of Easements.** Grantor hereby bargains, sells, grants and conveys to Grantee, and its successors, assigns, purchasers, tenants, employees, agents, invitees and licensees, a non-exclusive right, privilege, and easement upon, over, under, in and across the Easement Parcel (as defined below) and for the purposes of vehicular and pedestrian ingress and egress to and from the Grantee Parcel and for the construction, installation and maintenance of electric, telephone, telegraph, other communication wires and cables and other utilities, both above and below ground, as may be necessary or desirable to support Grantee's communication facilities located upon the Grantee Parcel. TO HAVE AND TO HOLD such easement rights, together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantor; and Grantor does hereby bind himself to warrant and forever defend all and singular such easement rights unto Grantee against every person whomsoever lawfully claiming, or to claim the same, or any part thereof. The Easement Parcel is legally described as follows:

The West 10 feet of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the

Northeast 1/4 of Section 5, Township 19 South, Range 23 East, Sumter County, Florida.

2. **Duration.** The easements hereby created, granted and conveyed shall remain in effect in perpetuity. The easements, rights, and obligations and liabilities created hereby shall run with title to the land affected hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of any portions of the property described herein and all persons claiming under them.

3. **Construction and Maintenance of Easement Parcel.** Grantee, at its sole cost and expense, shall be responsible for the construction, installation, repair and maintenance of the utility lines and facilities located within the Easement Parcel which lines and facilities exclusively serve the Grantee Property. Grantee shall, at its sole cost and expense, design, construct, maintain and repair such driveways, access ways, exits and entrances as may be reasonably necessary to provide access to the Grantee Parcel.

4. **No Merger.** If any party shall become the fee owner of any part of the subject real property who is also the holder of a beneficial easement interest created hereunder, said fee interest and beneficial interest shall not merge into the fee estate.

IN WITNESS WHEREOF, Grantee and Grantee have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR

[Signature]
Print: Bronny L. Wilson

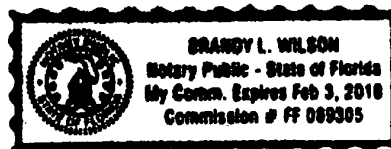
Horace D. Harrison
Horace Harrison

~~Horace D. Harrison~~
Print: ~~Horace D. Harrison~~

STATE OF FLORIDA)
COUNTY OF SUMTER)

The foregoing instrument was acknowledged before me this 29 day of September, 2014, by Horace Harrison who is personally known to me or who presented a valid driver's license as identification.


[Signature]
NOTARY PUBLIC
STATE OF FLORIDA
Print Name: Bronny L. Wilson
My commission expires:

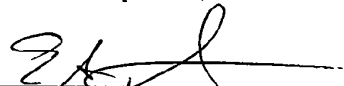



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DC,Gloria R. Hayward,Sumter County Page 3 of 3 B:2848 P:282

Grantee

Aero Point Properties, LLC


Name: Brandy L. Wilson

By: 
Ernest A. Petrone, Manager

JEB DOTSON
Name: 

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 29 day of September 2014, by Ernest A. Petrone as Manager of Aero Point Properties, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who presented a valid driver's license as identification.


NOTARY PUBLIC STATE OF FLORIDA

Print Name: Brandy L. Wilson
My commission expires:

