

PREPARED BY AND RETURN TO:
Christopher Staller, Esq.
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Boulevard
Suite 310
Boca Raton, Florida 33431

THIS SPACE FOR RECORDER'S USE

PARKING AND ACCESS EASEMENT AGREEMENT

THIS PARKING AND ACCESS EASEMENT AGREEMENT (“**Agreement**”) is made and executed as of this ___ day of _____, 202_, by and between [JDR Entity], a _____, whose mailing address is 2200 Butts Road, Suite 300, Boca Raton, FL 33431 (“**Owner A**”); and _____, a _____, whose mailing address is _____ (“**Owner B**”).

RECITALS

A. Owner A is the owner of certain real property located in St. Lucie County, Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof (“**Owner A Property**”).

B. Owner B is the owner of certain real property located adjacent to the Owner A Property and which is more particularly described on Exhibit B attached hereto and made a part hereof (“**Owner B Property**”, and together with the Owner A Property, the "**Property**").

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Construction.

(a) As used herein, (i) “**Owner**” shall mean, singularly and collectively, Owner A, Owner B and their respective successors and assigns; and (ii) “**Permittees**” shall mean an Owner’s tenants, invitees, licensees, guests, contractors, employees and successors and/or assigns; provided, however, Permittees shall expressly exclude any person(s) (A) exhibiting any placard, sign or notice, (B) distributing any circular, handbill or booklet, (C) soliciting memberships or contributions for private, civic, public charitable or political purposes, or (D) parading, picketing or demonstrating.

(b) The recitals in this Agreement are intended to be, and shall be deemed to be, part of this Agreement in all respects and for all purposes.

(c) Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine, or neuter gender, and all singular words shall include the plural, and all plural words shall include the singular.

(d) Articles, section and paragraph headings in this Agreement are inserted only as a matter of convenience and reference, and such captions and headings are not intended and shall not be construed to define, limit, establish, interpret or describe the scope, intent or effect of any provision of this Agreement.

(e) Words "herein", "hereof", "hereby" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Paragraph, Section or other subdivision; "any" means "any and all"; "include" and "including" each are without limitation; "may not" and other negative forms of the verb "may" each are prohibitory; and "will", "must" "shall" and "should" each are mandatory; "approve" or "consent" or "agree" or derivations of said words or words of similar import, unless otherwise provided herein, mean the prior approval, consent or agreement in writing of the person holding the right to approve, consent or agree with respect to the matter in question.

(f) Any time period measured in "days" means consecutive calendar days, except that the expiration of any time period measured in days that expires on a Saturday, Sunday or legal holiday automatically will be extended to the next day so that it is not a Saturday, Sunday or legal holiday on which banks in Palm Beach County, Florida are closed for business; in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including", the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including".

2. **Parking and Access Easements.**

(a) Owner A hereby grants to Owner B and its Permittees an exclusive easement for parking over and across ten (10) parking spaces (collectively, the "**Parking Spaces**"), presently existing or hereinafter constructed on the Owner A Property, in the location described in Exhibit C attached hereto and made a part hereof ("**Parking Easement Area**"). The Owners acknowledge and agree that the nature and location of the Parking Easement Area may need to be changed from time to time depending upon the actual use and development of the Property. Accordingly, Owner A reserves the right, at its sole expense, at any time and from time to time, to remove, add or relocate any of the Parking Spaces within the Parking Easement Area to such other areas within the Owner A Property. In order to provide access to and from the Parking Spaces located with the Parking Easement Area, Owner A hereby grants and conveys to Owner B and its Permittees a non-exclusive easement and right-of-way for pedestrian and vehicular ingress and egress, over, across and upon those driveways, roadways, common curb cuts, sidewalks and walkways (collectively, the "**Drives**"), presently existing or hereinafter constructed and constituting a part of the Property ("**Access Easement Area**").

(b) Owner A shall be the sole party responsible to install, maintain, repair and replace the Parking Spaces within the Parking Easement Area and the Drives located within the Access Easement Area. Subject to the terms of this Section 2, Owner B shall reimburse and be responsible for 100% of the total costs in maintaining, repairing, replacing and insuring the Parking Spaces located within the Parking Easement Area ("**Parking Expenses**"), and Owner B shall pay such expenses within thirty (30) days after Owner A provides an invoice or other reasonable documentation evidencing such Parking Expenses. Notwithstanding the foregoing, in the event that the negligent or intentional misuse of the Parking Spaces or the Drives by Owner B, or any of its Permittees results in extraordinary, material physical damage to the Parking Spaces or the Drives, then Owner B shall be responsible for one hundred percent (100%) of the cost to repair such damage.

3. **Indemnification.** Owner B shall indemnify and hold Owner A harmless from and against any claim, damage, loss, liability, cost, or expense arising from or related to any personal injury

or property damage that occurs on or about the portion of the Property owned by Owner A as the result of, or in connection with, the use by Owner B or its Permittees of the portion of the Property owned by Owner A, except to the extent that such claim, damage, loss, liability, or cost or expense arises out of or relates to the gross negligence or willful misconduct of Owner A or any of its Permittees.

4. **Waiver of Subrogation.** Notwithstanding anything to the contrary contained in this Agreement, to the fullest extent permitted by law, each Owner hereby releases and waives for itself and to the extent legally possible for it to do so, for its property insurers, the other Owner from any liability for any loss or damage to any property or persons located on the Property, which loss or damage is of the type generally covered by property insurance, irrespective of any negligence on the part of the other Owner or its Permittees that may have contributed to or caused such loss, even if such property insurance is not actually being maintained. Each Owner covenants that it will obtain in each of its insurance policies that cover or relate to the Property or any activities thereon, a waiver of any right of subrogation that the insurer may acquire against any other Person by virtue of the payment of any loss covered by the insurance.

5. **Insurance.** Owner B shall procure and maintain in full force and effect, at its sole cost and expense, with respect to its portion of the Property: (i) comprehensive, broad-form general liability insurance, in an amount not less than \$3,000,000, combined single limit, (ii) liability insurance for owned, hired, or non-owned vehicles in an amount not less than \$1,000,000, combined single limit, and (iii) workers' compensation insurance with limits not less than statutory obligations. To the extent that any part of the Commercial Property is developed, constructed or operated as a gas station use, that owner would maintain \$1,000,000 in environmental legal liability insurance, including coverage for claims resulting in the necessary clean-up, and third party claims for bodily injury and property damage. All insurance policies required to be maintained by Owner B shall name Owner A as an additional insured and shall provide that it cannot be cancelled without at least thirty (30) days prior written notice being given to Owner A. All insurance required herein shall be effected under valid and enforceable policies issued by insurers authorized to do business in the State of Florida.

6. **Default.** If any Owner (the "**Defaulting Owner**") should fail to perform or pay any of its obligations under this Agreement within fifteen (15) days after another Owner has given the Defaulting Owner written notice of such failure, unless such failure cannot reasonably be corrected within such fifteen (15) day period, and if the Defaulting Owner shall not within such period have commenced good faith efforts to correct such failure, then the Owner which has given said notice (the "**Non-Defaulting Owner**") shall have the right, at its option and without further notice, to exercise and enforce, either independently or concurrently, any one or more of the following rights and remedies:

(a) The Non-Defaulting Owner shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of the Defaulting Owner's breach, including payment of any amounts due and/or specific performance.

(b) In the event that a Defaulting Party hereto fails to perform and satisfy its maintenance obligations pursuant to this Agreement, the Non-Defaulting Party may (after the expiration of the thirty [30] day cure period specified in this Section, as the same may be extended as provided above), but shall not be obligated to, upon no less than fifteen (15) days' prior written notice to the Defaulting Party (but without advance notice in the event of an Emergency) and without waiving or releasing the Defaulting Party from any obligation of the Defaulting Party in this Agreement contained, cause the performance of such maintenance and pay any expense associated therewith. An "**Emergency**" shall

be any circumstance or event that (i) results in imminent danger to life or property; (ii) materially interferes with, prevents, or obstructs any Owner's non-exclusive vehicular and pedestrian access, ingress, and egress rights over and upon, or any Owner's non-exclusive parking rights over and upon, the Access Easement Area and/or the Parking Easement Area; or (iii) in the case of any of the other easements granted hereunder, endangers the on-going use of such easements. All sums so paid by the Non-Defaulting party and all necessary and incidental costs and expenses in connection with the performance of any such act reasonably incurred by the Non-Defaulting Party until reimbursed by the Defaulting Party, shall be payable by the Defaulting Party to the Non-Defaulting party within thirty (30) days following written demand therefor (which demand shall be accompanied by reasonably detailed substantiation of such costs and expenses, and prorated based on the Proportionate Share, if applicable). Should the Defaulting Party dispute the obligation or amount alleged due, the Parties shall agree on a third party to resolve the dispute, pursuant to a non-binding mediation. If the parties are unable to agree on a third party, or if the mediation is not successful, then the parties shall have the right to pursue an action in a court of competent jurisdiction to adjudicate their rights and remedies.

(c) Whenever, pursuant to this Agreement, an Owner ("**Indebted Owner**") is required to reimburse a cost or expense incurred by another Owner ("**Lending Owner**"), each such reimbursement ("**Required Reimbursement**") shall be due and payable within thirty (30) days after receipt by the Indebted Owner of a written request for payment of the Required Reimbursement, which such request shall be accompanied by an accounting evidencing in reasonable detail the purpose of the expenditure. Each Required Reimbursement shall, while not excusing the requirement of payment thereof as aforesaid, bear interest from the date when due to the date of receipt by the Lending Owner at the rate of ten percent (10%) per annum. In no event shall interest on any Required Reimbursement exceed the maximum lawful rate from time to time permitted to be charged under the laws of the State of Florida. The Required Reimbursement, accrued interest, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' fees in all proceedings and at all levels, shall be a personal obligation of the Indebted Owner and shall be secured by a charge and continuing lien in favor of the Lending Owner upon the Indebted Owner's Property, and upon any improvements from time to time located on that Property. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except the lien of any mortgage from a commercial bank, savings and loan, insurance company, pension fund, or similar entity (an "**Institutional Mortgagee**") encumbering any Property. The Lending Owner shall have the right, in addition to its other rights and remedies at law and in equity, to bring an action for collection against the Indebted Owner and to foreclose the lien against the Property and improvements located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of the Required Reimbursement the aforesaid interest, late charges, collection costs, and attorneys' fees. Any Institutional Mortgagee or any third party purchasers at foreclosure and transferees following foreclosure which obtains title to a Property by foreclosure of its mortgage, or by voluntary conveyance or other proceeding in lieu of foreclosure, shall not be liable for the uncollected Required Reimbursement, interest, collection costs or attorneys' fees pertaining to such Property or chargeable to the former owner thereof, which became due prior to the acquisition of title by said Institutional Mortgagee or third party purchaser at foreclosure and transferees following foreclosure, and the Required Reimbursement shall be borne by all other Owners required to contribute to the relevant expense. Any such transfer to an Institutional Mortgagee or third party purchaser at foreclosure and transferees following foreclosure shall not relieve the transferee of responsibility nor the Property from the lien for Required Reimbursements thereafter falling due.

(d) The Non-Defaulting Owner may exercise and enforce any other remedy afforded to it by law, including a suit for the specific performance of any obligation set forth herein or any

appropriate injunctive or other equitable relief, or for damages resulting from such default. Except as otherwise specifically provided in this Agreement (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.

(e) No delay or omission by any Owner hereto to exercise any right or power occurring upon any non-compliance or failure of performance by a party under the provisions of this Agreement, and no course of dealing or custom, shall impair any such right or power or be construed to be a waiver thereof. The failure herein to specify a right, power or remedy occurring upon any non-compliance or failure of performance by a party shall not be construed to be a waiver thereof or as impairing the right of an Owner to all remedies then available to it at law or in equity by reason of such non-compliance or failure of performance. A waiver by an Owner hereto of any of the covenants, conditions, or agreements hereof to be performed by another party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. Any waiver of any term or condition hereof by an Owner must be in writing.

(f) IN NO EVENT SHALL ANY OWNER OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO ANY OTHER OWNER (INCLUDING, WITHOUT LIMITATION THE SHARED FACILITIES MANAGER) FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(g) The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(h) Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any part of the Property made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Property covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

(i) In the event of a violation or threat thereof of any of the provisions of this Agreement, each Owner agrees that such violation or threat thereof shall cause the Non-Defaulting Owner to suffer irreparable harm and such Non-Defaulting Owner shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of this Agreement, the Non-Defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of this Agreement.

(j) If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of a default or any other dispute in connection with any provision of this Agreement or the Property, the successful or prevailing party shall be entitled to recover all fees and other costs incurred in such action or proceeding (including reasonable attorneys' fees), in addition to any other relief to which it may be entitled.

7. **Rights of Lenders.**

(a) Notwithstanding any provision of this Agreement to the contrary, no Owner may seek to enforce any remedy for a breach of this Agreement without first giving each Listed Mortgagee (if any) of the breaching Owner notice of such breach and thirty (30) days after such notice to cure such breach (or if such breach cannot be cured within thirty (30) days, such longer period [not to exceed ninety (90) days] as is reasonably necessary to cure such breach, so long as the breaching Owner or such Listed Mortgagee commences the cure within such thirty (30) day period and thereafter diligently pursues such cure to completion). Notwithstanding the foregoing, if an event of Emergency occurs, neither Owner shall be obligated to comply with the notice and cure provisions of this Section 14 prior to exercising its self-help remedy under Section 13(b), as and to the extent such remedy is available pursuant to the terms of this Agreement. Nothing under this Agreement shall be construed to require any Listed Mortgagee to cure any breach. As used herein, the term “**Listed Mortgagee**” shall mean any mortgagee holding a mortgage on all or any portion of a Property, and whose name, address, and mortgage recording information are set forth in a written notice provided to the Owner of the other Property.

(b) No breach or violation of the covenants herein shall defeat or render invalid the lien of any mortgage, deed of trust, or similar instrument hereinafter placed on any of the Parcels securing a loan made in good faith and for value by a bona fide third party lender with respect to the financing of the Property or any portion thereof, or with respect to the construction of improvements thereon. However, the liens, provisions, operation and effect of all mortgages, deeds of trust, or other security instruments benefitting any Listed Mortgagee which may now or hereafter encumber the Property (collectively “Mortgages”) shall be subject and subordinate to this Agreement, and this Agreement and all provisions hereof shall be binding upon and effective against any subsequent Owner (including any Listed Mortgagee) or other occupant of the Property or portion thereof whose title is acquired by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise. Any such subsequent Owner will have a reasonable period of time after taking title to cure any continuing violation under this Agreement that is reasonably capable of being cured, provided that such subsequent Owner continuously and diligently acts to effect such cure. Any such subsequent Owner whose title is acquired by foreclosure, trustee’s sale, deed in lieu of foreclosure, or otherwise shall not be required to cure any continuing violation hereunder that is not reasonably capable of being cured, provided that such subsequent Owner otherwise complies with the covenants as provided in this Agreement.

8. **Easements/Covenants Running with the Land.** This Agreement and all easements, conditions, obligations and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding the lands described herein and binding upon and inuring to the benefit of each Owner, as the case may be, and their respective successors and assigns.

9. **Estoppel Certificates.** Each party agrees, within fifteen (15) days after request by another party, to execute, acknowledge and deliver to such requesting party or to any prospective purchaser, assignee or mortgagee designated by such requesting owner, a certificate stating: (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified, and identifying the modification agreements); (ii) whether or not there is an existing default by the requesting party under this Agreement of which the certifying party has knowledge, and if there is any such default, specifying the nature and extent thereof; (iii) whether or not there are any defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate; and (iv) such other matters concerning the status of this Agreement or the performance by any party of their

obligations hereunder as shall be reasonably requested, including, without limitation, any reimbursement obligations that remain to be paid.

10. **Time is of the Essence.** Time is of the essence under this Agreement and applicable to each and all of its provisions.

11. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be sent by overnight delivery using a nationally recognized overnight courier to each Owner at the address listed herein (or to such party's successor-in-title as the record owner of the affected Property at the address which appears in the deed conveying the affected Property), or to such other address as any such party hereto shall from time to time provide by notice in writing as herein provided, in which case notice shall be deemed delivered one (1) business day after the date such notice is deposited with such courier.

12. **Term.** The term of this Agreement shall be perpetual and may be revoked only by an instrument in writing signed by each Owner. If the rule against perpetuities or any rule of law with respect to restrictions on the alienation of property or any other rule of law shall limit the time when any event contemplated by this Agreement may occur, the happening of such event shall not be impaired within any period permitted by such rule. The intent of this provision is to allow to the maximum extent permissible by any applicable rule of law the occurrence of any event contemplated by this Agreement.

13. **Subdivision.** In the event a record plat or subdivision is recorded against the property, it shall not operate to extinguish, diminish, or otherwise modify any of the rights granted pursuant to this Agreement.

14. **Further Assurances.** In connection with this Agreement and all transactions contemplated by this Agreement, each Owner hereto agrees to execute and deliver such additional documents and instruments and to perform such other additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement.

15. **No Merger.** Each Owner does intend that the easements granted hereunder shall not merge with the underlying Property if and to the extent that the Owner of a part of the Property benefitted by an easement becomes the Owner of any Property burdened by the easement.

16. **Authority.** Each party hereby represents and warrants that it has the legal authority to enter into and execute this Agreement and to perform all of the obligations and duties herein.

17. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Palm Beach County, Florida.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original as against any party whose signature appears hereon, and all of which shall constitute one and the same agreement. The Agreement shall be recorded after its execution.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties specified herein, including their respective legal representatives, heirs, successors and assigns.

20. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

21. **Captions.** The paragraph captions in this Agreement are for convenience only and shall have no effect on the terms and provisions of this Agreement.

22. **Amendments/Termination.** Subject to the other provisions hereof, this Agreement may not be amended, modified or terminated except by written agreement of all of the then fee Owners of the Property, and the holders of any mortgages of record encumbering same. Further, no modification or amendment shall be effective unless in writing and recorded in the public records of Palm Beach County, Florida.

23. **Entire Agreement/Severability.** This Agreement, together with the exhibits attached hereto, contain the entire agreement and may only be modified, amended or terminated as set forth herein. If any term or provision of this Agreement or the application thereof to any purpose or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall remain valid and enforceable. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **No Partnership.** Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of them liable for the debts or obligations of another party hereto.

25. **No Public Dedication.** Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in any person or entity not a party hereto or the general public, or constitute a public dedication for any public use whatsoever.

26. **JURY WAIVER.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES RIGHT TO A JURY IN ANY LITIGATION IN CONNECTION WITH THIS AGREEMENT, OR THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER HAS BEEN FREELY GIVEN AFTER CONSULTATION BY IT WITH COMPETENT COUNSEL.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[OWNER A SIGNATURE PAGE TO
PARKING AND ACCESS EASEMENT AGREEMENT]

IN WITNESS WHEREOF, Owner A has executed this Agreement as of the day and year first written above.

WITNESSES:

_____,
a _____

Witness
Print Name:

By: _____
Name: _____
Title: _____

Witness
Print Name:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 202_, by means of physical presence or online notarization, by _____, as _____ of _____ . Such person is personally known to me or who has produced _____ as identification.

Notary Public
Name: _____
Commission Expires: _____

[OWNER B SIGNATURE PAGE TO
PARKING AND ACCESS EASEMENT AGREEMENT]

IN WITNESS WHEREOF, Owner B has executed this Agreement as of the day and year first written above.

WITNESSES:

_____,
a _____

Witness
Print Name:

By: _____
Name: _____
Title: _____

Witness
Print Name:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 202_, by means of physical presence or online notarization, by _____, as _____ of _____ . Such person is personally known to me or who has produced _____ as identification.

Notary Public
Name: _____
Commission Expires: _____

JOINDER BY LENDER

[APPLICABLE ONLY IF THERE IS A MORTGAGE OVER THE PROPERTY]

The undersigned (“**Lender**”) is the owner and holder of the promissory note secured by that certain _____ dated _____, granted by _____ (“**Mortgagor**”), and recorded _____ as Instrument No. _____ in the Public Records of Palm Beach County, Florida (“**Mortgage**”). Lender joins in this Agreement to evidence its consent to the provisions of this Agreement and to subordinate the lien of the Mortgage to this Agreement.

IN WITNESS WHEREOF, the Lender has signed this Joinder as of _____, 2022.

LENDER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by means of physical presence or online notarization, by _____, as _____ of _____ . Such person is personally known to me or who has produced _____ as identification.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF OWNER A PROPERTY

[to be inserted]

EXHIBIT B

LEGAL DESCRIPTION OF OWNER B PROPERTY

[to be inserted]

EXHIBIT C

EXCLUSIVE PARKING SPACES