

THIS DOCUMENT PREPARED
BY AND RETURN TO:

Anthony C. Ngo, Esq.
Unified Legal Group, P.A.
941 W. Morse Boulevard, Suite 100
Winter Park, FL 32789

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (this "Amendment") is made this 9th day of November, 2020, by and between SJS BELLE ISLE COMMONS, LLC, a New Jersey limited liability company (hereinafter designated as "FIRST PARTY"), and D-LAND LLC, a Florida limited liability company (hereinafter designated as "SECOND PARTY");

W I T N E S S E T H:

WHEREAS, FIRST PARTY is the owner of Parcel 1, annexed hereto and incorporated herein by reference as Schedule 1, in Orange County, Florida; and

WHEREAS, SECOND PARTY is the owner of Parcel 2, annexed hereto and incorporated by reference as Schedule 2, in Orange County, Florida; and

WHEREAS, FIRST PARTY and Shayona of Orlando LLC, a Florida limited liability company, predecessor-in-interest to ownership of Parcel 2 to SECOND PARTY, entered into that certain Agreement dated September 4, 2019 and recorded in the Public Records of Orange County, Florida, under Document #20190602974 (the "Agreement"), which provides certain cross-parking rights to the parties; and

WHEREAS, SECOND PARTY desires to perform certain alterations and FIRST PARTY agrees to such alterations to the existing parking area and the parking lot ingress and egress area along the southerly boundary line of Parcel 2, which touches and concerns Parcel 1; and

WHEREAS, FIRST PARTY and SECOND PARTY desire to amend the Agreement pursuant to the provisions set forth herein; and

NOW, THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00), which is acknowledged paid by SECOND PARTY and received by FIRST PARTY, and the promises and covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used in this Amendment shall have the same meaning ascribed thereto in the Agreement, unless a contrary intent is indicated herein.

2. **Alteration to Existing Parking Area and Parking Lot Ingress and Egress Area.** FIRST PARTY permits SECOND PARTY, at SECOND PARTY'S sole cost and expense, to alter the existing parking area and parking lot ingress and egress area located along the southerly boundary line of Parcel 2, which touches and concerns Parcel 1, in accordance with the diagram attached hereto as "**Exhibit A**" (the "Permitted Alterations"). The Permitted Alterations shall be performed in a good and workmanlike manner and in accordance with all applicable codes, rules, laws, and regulations.

3. **Indemnity.** SECOND PARTY agrees to indemnify, defend, and hold harmless FIRST PARTY from and against any and all claims for damages which may arise out of or result from the Permitted Alterations, to the extent such claim (or claims) for damages does not (or do not) arise out of or result from the actions (including inaction) of FIRST PARTY or any of FIRST PARTY'S owners, agents, or representatives.

4. **Maintenance Upon Completion of Alterations.** Upon completion of the Permitted Alterations, each party shall be responsible for the repair and maintenance of the Common Area, as set forth in the Agreement.

5. **Headings.** Section titles or headings contained in this Amendment are inserted only as a matter of convenience and for reference and shall not in any way, define, limit, extend, or describe the scope or intent of this Amendment, or any provision hereof, or otherwise affect the interpretation of this Amendment in any way.

6. **Counterparts.** This Amendment may be executed in separate counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

7. **Ratification of Agreement.** All provisions of the Agreement not modified (whether explicitly or implicitly) by this Amendment will remain in full force and effect according to its terms. To the extent the terms of this Amendment conflict or are inconsistent with the terms of the Agreement, the provisions of this Amendment shall supersede and control.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE – FIRST PARTY]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Amendment as of the date first written above.

Signed, sealed, and delivered in our presence:

FIRST PARTY:

By: [Signature]
Print Name: Kurt NIEDRIST

SJS BELLE ISLE COMMONS, LLC,
a New Jersey limited liability company

By: [Signature]
Print Name: Gloria FRIEDMAN

By: [Signature]
Print Name: STEPHEN CRASILE
Title: MANAGING MEMBER

STATE OF NEW JERSEY ;
COUNTY OF BURLINGTON ;

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9TH day of NOVEMBER, 2020, by STEPHEN CRASILE who holds the title of MANAGING MEMBER of SJS BELLE ISLE COMMONS, LLC, a New Jersey limited liability company, and is personally known to me or has produced _____ identification.

By: [Signature]
Notary Public

Dina M. Zornes
Print Name: NOTARY PUBLIC OF NEW JERSEY
My Commission Expires: April 11, 2022

(NOTARY SEAL)

[SIGNATURE PAGE – SECOND PARTY]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Amendment as of the date first written above.

Signed, sealed, and delivered in our presence:

SECOND PARTY:

By: [Signature]
Print Name: Srithana Trujillo

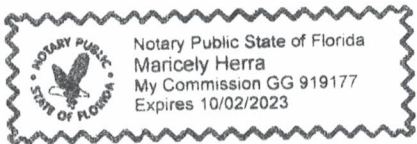
D-LAND LLC,
a Florida limited liability company

By: [Signature]
Print Name: Martina Rivas

By: [Signature]
Print Name: AN D DANG
Title: President

STATE OF Florida ;
COUNTY OF Orange ;

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of November, 2020, by An D Dang who holds the title of _____ of D-LAND LLC, a Florida limited liability company, and is personally known to me or has produced FL ID identification.



By: [Signature]
Notary Public

(NOTARY SEAL)

Print Name: Maricely Herra
My Commission Expires: 10-2-23

MORTGAGEE'S JOINDER IN AND CONSENT TO
AMENDMENT TO EASEMENT

Seacoast National Bank, a National Banking Association, whose address is 815 Colorado Avenue, Stuart, Florida 34994 ("Mortgagee"), is the successor-in-interest to Valley National Bank, a National Banking Association and current owner and holder of that certain mortgage recorded in Official Records Book 10927, page 6479, of the Public Records of Orange County, Florida covering certain real property referred to herein as Parcel 1, which is annexed hereto and incorporated herein by reference as Schedule 1.

For good and valuable consideration paid by the record owner of said real property, receipt whereof is hereby acknowledged, Mortgagee hereby joins in and consents to the Amendment to Easement modifying that certain instrument dated September 23, 1980 and recorded in Official Records Book 3154, Page 971, of the Public Records of Orange County, Florida.

6 IN WITNESS WHEREOF, Mortgagee has caused these presents to be executed on this day of November, 2020.

Signed, sealed, and delivered in our presence:

MORTGAGEE:

By: [Signature]
Print Name: David Beckley

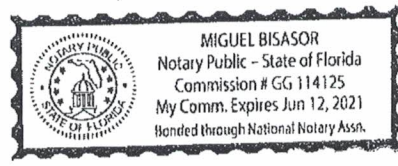
SEACOAST NATIONAL BANK,
a National Banking Association

By: [Signature]
Print Name: Jack M. Brown

By: [Signature]
Print Name: Lajuan Messer
Title: SVP

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of November, 2020, by Lajuan Messer who holds the title of Senior V.P. of SEACOAST NATIONAL BANK, a National Banking Association, and is personally known to me or has produced Driver's license identification.



By: [Signature]
Notary Public
Print Name: Miguel Bisasar

(NOTARY SEAL)

My Commission Expires: _____

SCHEDULE 1

PARCEL 1

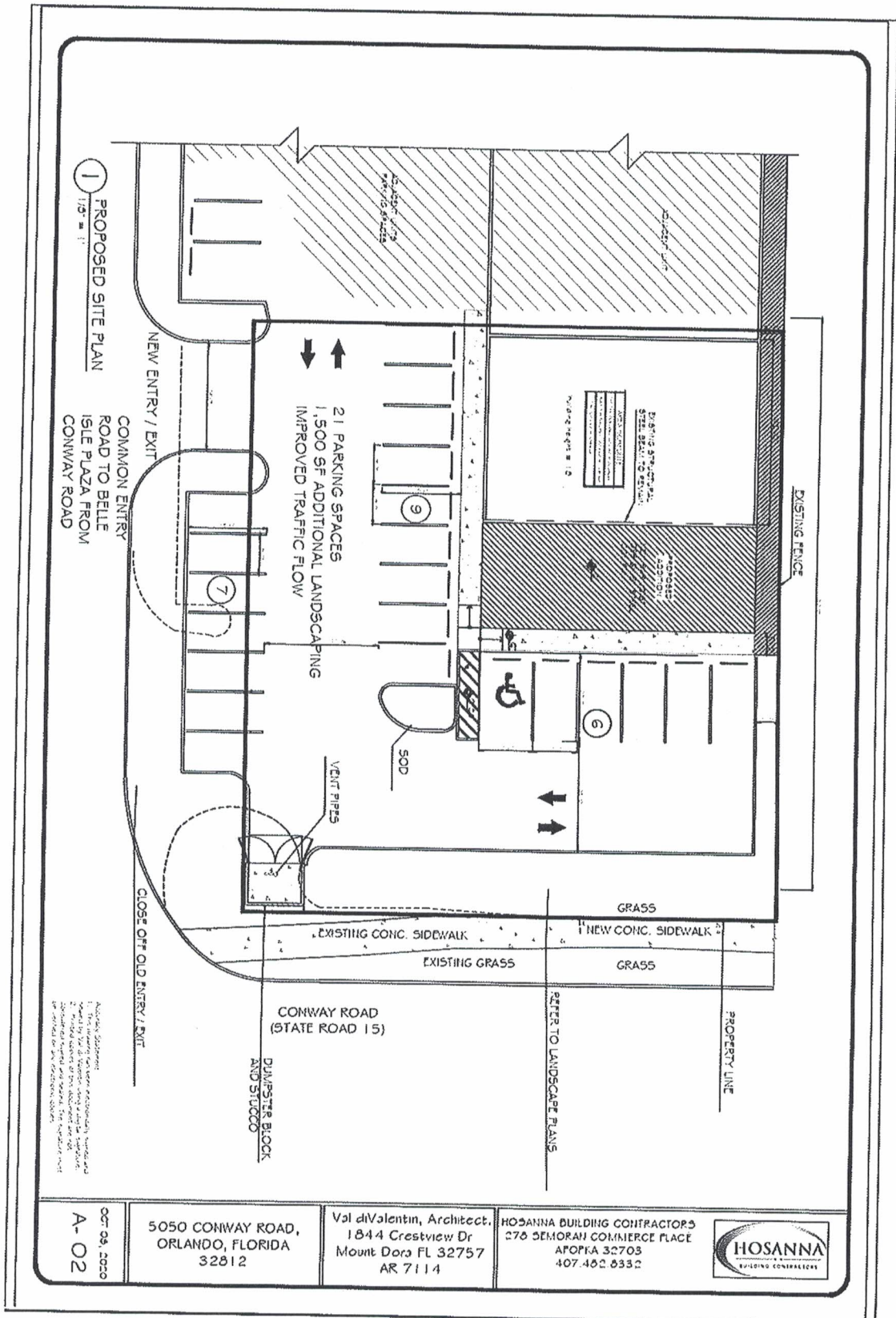
From the Southeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 17, Township 23 South, Range 30 East, run thence N. $00^{\circ} 06' 24''$ E. along the centerline of Conway Road, a distance of 782.73 feet; thence S. $89^{\circ} 50' 19''$ W. a distance of 53.00 feet to a Point on the West right-of-way line of said Conway Road, thence S. $00^{\circ} 06' 24''$ W, along said right-of-way line a distance of 120.00 feet for a point of beginning; thence continue S. $00^{\circ} 06' 24''$ W. a distance of 25.00 feet; thence S $89^{\circ} 50' 19''$ W. a distance of 400.00 feet; thence N $00^{\circ} 06' 24''$ E. a distance of 145.00 feet; thence N $89^{\circ} 50' 19''$ E. a distance of 270.00 feet; thence S. $00^{\circ} 06' 24''$ W. a distance of 120.00 feet; thence N. $89^{\circ} 50' 19''$ E. a distance of 130.00 feet to the point of beginning.

SCHEDULE 2

PARCEL 2

From the NE corner of the NW 1/4 of the SE 1/4 of Section 17, Twp 23 South, Rng 30 East, run S $00^{\circ} 06' 21''$ W along the E line of said NW 1/4 of the SE 1/4 a distance of 1338.57 ft. to the SE corner of said NW 1/4 of the SE 1/4; thence S $89^{\circ} 50' 25''$ W along the S line of said NW 1/4 of the SE 1/4 a distance of 53 ft; run thence S $00^{\circ} 06' 21''$ W a distance of 556 ft. to the Point of Beginning; from the Point of Beginning continue thence S $00^{\circ} 06' 21''$ W a distance of 120 ft; thence S $89^{\circ} 50' 19''$ W a distance of 130 ft; thence N $00^{\circ} 06' 21''$ E a distance of 120 ft; thence N $89^{\circ} 50' 25''$ E 130 ft; to the Point of Beginning.

Exhibit A



OCT 09, 2020
A-02

5050 CONWAY ROAD,
ORLANDO, FLORIDA
32812

Val diValentin, Architect,
1844 Crestview Dr
Mount Dora FL 32757
AR 7114

HOSANNA BUILDING CONTRACTORS
276 SEMORAH COMMERCE PLACE
APOPKA 32708
407.462.8332

