

SHOPPING CENTER EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated December 22 1986, is between CCI DEVELOPMENT, INC. ("Grantor") and DUNDEE RIDGE PARTNERS, a Florida general partnership ("Grantee"). The following statements are a material part of this Easement Agreement:

A. Grantee is the purchaser of a tract of land described as Parcels B, C, D & E on Exhibit "A" attached.

B. Grantor is the owner of a tract of land described as Parcel A on Exhibit "B" attached.

C. Grantor wishes to grant, and Grantee wishes to receive, easements over, under and across Parcel 2.

THEREFORE, in consideration of the covenants contained in this Easement Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Easement for Parking and Ingress and Egress:

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for the purpose of automobile parking and automobile and pedestrian ingress and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the parking areas and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, and other common areas, as these areas now exist on Parcel 2 as shown on the plot plan attached as Exhibit "C".

2. Easements for Utilities:

Grantor also grants and conveys to Grantee perpetual, non-exclusive easements, appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including surface drainage rights, over, above, along, under, in and across Parcel 2 wherever these utility lines may be located. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or excavation shall be made upon the easement area without Grantee's prior written approval. Grantor grants Grantee, its successors and assigns, the right to use, coupled with its easement, the utilities and related facilities. Grantor promises to maintain the utility lines and all related facilities located on Parcel 2 in good condition and repair.

3. Easement for Storm Sewer Line:

Grantor also grants and conveys to Grantee a non-exclusive easement and license to tap into and use the storm sewer lines and related facilities located on Parcel 2 for the purpose of surface draining any and all storm water runoff from the improvements which may, from time to time, be located on Parcel 1. In lieu of tapping into the storm sewer lines, Grantee may, at its option, surface drain its storm water runoff onto Parcel 2.

4. Maintenance:

Grantor and Grantee covenant and agree to maintain in good condition and repair, or cause to be maintained and kept in repair, the parking, driveways and other common areas situated on their respective properties. The obligation of Grantor and Grantee to maintain, repair and keep in repair the parking, driveways and other common areas shall, without limiting the generality thereof, include the following:

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A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability;

B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; maintaining all trash receptacles with appropriate view blockage and same shall not open onto the property of the other or be serviced from the property of the other;

C. Placing, keeping in repair and replacing any necessary, appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, artificial lighting facilities as shall be reasonably required;

D. Maintaining any perimeter walls in good condition and state of repair; and

E. Maintaining all landscaped areas, making such replacements of shrubs and other landscaping as is necessary, and keeping these areas at all times adequately weeded, fertilized and watered.

5. Barriers:

Grantee may erect curbs, fences and landscaping on Parcel 1 in order to define the premises to be conveyed and Parcel 2. Grantor shall not detract from the parking and access rights of Grantee or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic and parking over, to, from and between Parcel 1 and Parcel 2.

6. Parking Ratio and Changes to Common Areas:

Grantor agrees that the parking areas on Parcel 2 shall contain not less than four and one-half parking spaces, per 1,000 square feet of leasable space and that the parking spaces, access drives and other common areas located within 200 feet of Parcel 1 shall not be changed or modified without Grantee's consent.

7. Rules and Regulations:

Grantor and Grantee shall have the right to enact reasonable rules concerning the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties. Grantor shall not allow its employees or the employees of the other tenants on Parcel 2 to park on Parcel 1 or within 50 feet of its boundaries.

8. Compliance with Laws and Regulations:

Grantor and Grantee covenant and agree, with respect to their own properties, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to costs and attorney's fees) arising out of, or in any way related to, Grantor's or Grantee's failure to maintain their respective properties in a safe condition. Grantor and Grantee shall give prompt and timely notice of any claim made, or suit or action commenced, against the other party which would in any way result in indemnification under this Easement Agreement.

9. Maintenance Expenses:

Grantor and Grantee further covenant and agree to pay the expense of maintaining and repairing the parking, ingress, egress and other common areas situated on their respective parcels, including the payment of all real estate taxes and assessments, subject only to the right to defer payment in a manner provided by law and/or in connection with a bonafide contest of such taxes of assessments, so long as the rights of the other party shall not be jeopardized by the deferring of payment.

10. Default:

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for 30 days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of 10% per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

11. Covenants Running With Land:

The rights contained within this Easement Agreement shall run with the land and inure to, and be for the benefit of, Grantor and Grantee, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such parties. It is the expressed intent of the parties that Grantee may freely assign all rights herein stated to any subsequent purchaser of Grantee without the consent of Grantor or its successors.

12. Covenants of Title and Quiet Enjoyment:

Grantor warrants that it has good and indefeasible fee simple title to Parcel 2, and Grantor warrants and will defend the title to the easement premises owned by Grantor and will indemnify Grantee against any damage and expense which Grantee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description of the easement premises.

13. Lot Lights:

Grantor agrees that the lot lights located within 100 feet of Parcel 1 shall be lit during the morning and evening hours while Grantee's business is open, as natural light availability dictates. Grantee shall have the right to approve any changes or alterations to the lot lights located within 100 feet of Parcel 1.

14. Termination of Liability:

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this agreement occurring after a transfer, except that Grantee shall remain liable if it transfers its interest to a licensee or subsidiary corporation.

15. Construction:

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

16. Notice:

Grantor's address is Post Office Box 507, Lakeland, Florida 33802 and Grantee's address is Post Office Box 38, Lakeland, Florida 33802. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

To indicate their consent to this Easement Agreement, Grantor and Grantee, or their authorized officers or representatives, have signed this document.

GRANTOR:  
CCI Development, Inc.,  
Florida Corporation

[Signature]  
As its President

ATTEST:

[Signature]  
As its Secretary

(Corporate Seal)

GRANTEE:

DUNDEE RIDGE PARTNERS, A

A Florida General Partnership BY  
DAN KEOU & ASSOCIATES, INC.

BY [Signature]

As its General Partner President

WITNESSES:

[Signature]  
[Signature]

Witnesses as to Grantor and Grantee



Documentary Tax Pd. \$ .50  
\$ \_\_\_\_\_ Intangible Tax Pd.  
E. D. "Bud" Dixon, Clerk, Polk County  
By: \_\_\_\_\_ Deputy Clerk

STATE OF FLORIDA,  
COUNTY OF POLK.

I HEREBY CERTIFY that on this day before me, the undersigned officer duly authorized to take acknowledgments, personally appeared J. RICHARD MILLER as President of CCI DEVELOPMENT, INC., a Florida corporation, known to me to be the Grantor described herein and who executed the foregoing and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the state and county aforesaid on this 22nd day of December, 1986.

W. Grace Winkler  
NOTARY PUBLIC

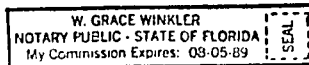


STATE OF FLORIDA,  
COUNTY OF POLK.

I HEREBY CERTIFY that on this day before me, the undersigned officer duly authorized to take acknowledgments, personally appeared DAN KRON as a general partner of DUNDEE RIDGE PARTNERS, a Florida general partnership, known to me to be the Grantee described herein and who executed the foregoing and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the state and county aforesaid on this 22nd day of December, 1986.

W. Grace Winkler  
NOTARY PUBLIC



PRESIDENT OF DAN KRON & ASSOCIATES, INC.  
(Signature)

DESCRIPTION: (New Parcel)

Parcel "B": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 274.60 feet to the Northeast corner of property owned by Poppa Jay's Inc., recorded in Official Records Book 1869, Page 1454; thence South 00°26'35" West along the East boundary of said land owned by Poppa Jay's, Inc., and its Southerly extension thereof 376.23 feet to the Point of Beginning; thence continue South 00°26'35" West 182.00 feet; thence South 89°23'50" West 163.34 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway 27); said right-of-way line being a curve concaved Westerly having a central angle of 00°50'17", a radius of 11,584.16 feet, a chord-bearing of North 11°19'51" West, and a chord-distance of 169.44 feet; thence Northerly along said curve and Easterly right-of-way line 169.44 feet to the Point of Tangency; thence North 11°45'00" West along said Easterly right-of-way 15.79 feet; thence North 89°23'50" East parallel with the South line of said property owned by Poppa Jay's, Inc. 201.25 feet to the said Point of Beginning. Containing 0.76 acres, more or less.

DESCRIPTION: (New Parcel)

Parcel "C": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 274.60 feet to the Northeast corner of property owned by Poppa Jay's, Inc., recorded in Official Records Book 1869, Page 1454; thence South 00°26'35" West along the East boundary of said land owned by Poppa Jay's, Inc. 196.23 feet to the Point of Beginning, said point also being the Southeast corner of said land owned by Poppa Jay's, Inc.; thence continue South 00°26'35" West 180.00 feet; thence South 89°23'50" West parallel with the South line of said property owned by Poppa Jay's, Inc. 201.25 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway 27); thence North 11°45'00" West along said Easterly right-of-way line 183.43 feet to the Southwest corner of said property owned by Poppa Jay's, Inc.; thence North 89°23'50" East along said South line of Poppa Jay's, Inc. property, 240.00 feet to the said Point of Beginning. Containing 0.91 acres, more or less.

DESCRIPTION: (New Parcel)

Parcel "D": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said Southerly right-of-way line 274.60 feet to the Point of Beginning, said point also being the Northeast corner of property owned by Poppa Jay's, Inc., recorded in Official Records Book 1869, Page 1454; thence continue North 89°23'46" East along said right-of-way line 135.00 feet; thence South 00°36'14" East 100.00 feet; thence South 10°03'58" East 97.53 feet; thence South 89°23'50" West 154.62 feet to the Southeast corner of said property owned by Poppa Jay's, Inc.; thence North 00°26'35" East along the East boundary of said Poppa Jay's, Inc. property 196.23 feet to the said Point of Beginning. Containing 0.63 acres, more or less.

DESCRIPTION: (New Parcel)

Parcel "E": Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 469.60 feet to the Point of Beginning; thence continue North 89°23'46" East along said right-of-way line 144.53 feet to the Northwest corner of property owned by Dundee Church of God, recorded in Official Records Book 1030, Page 92; thence South 00°26'25" West along the East boundary of said property owned by Dundee Church of God 195.00 feet; thence South 89°23'46" West 124.01 feet; thence North 45°36'14" West 24.00 feet; thence North 00°36'14" West 178.00 feet to the said Point of Beginning. Containing 0.64 acres, more or less.

This is not a survey.

Date:  
December 3, 1985

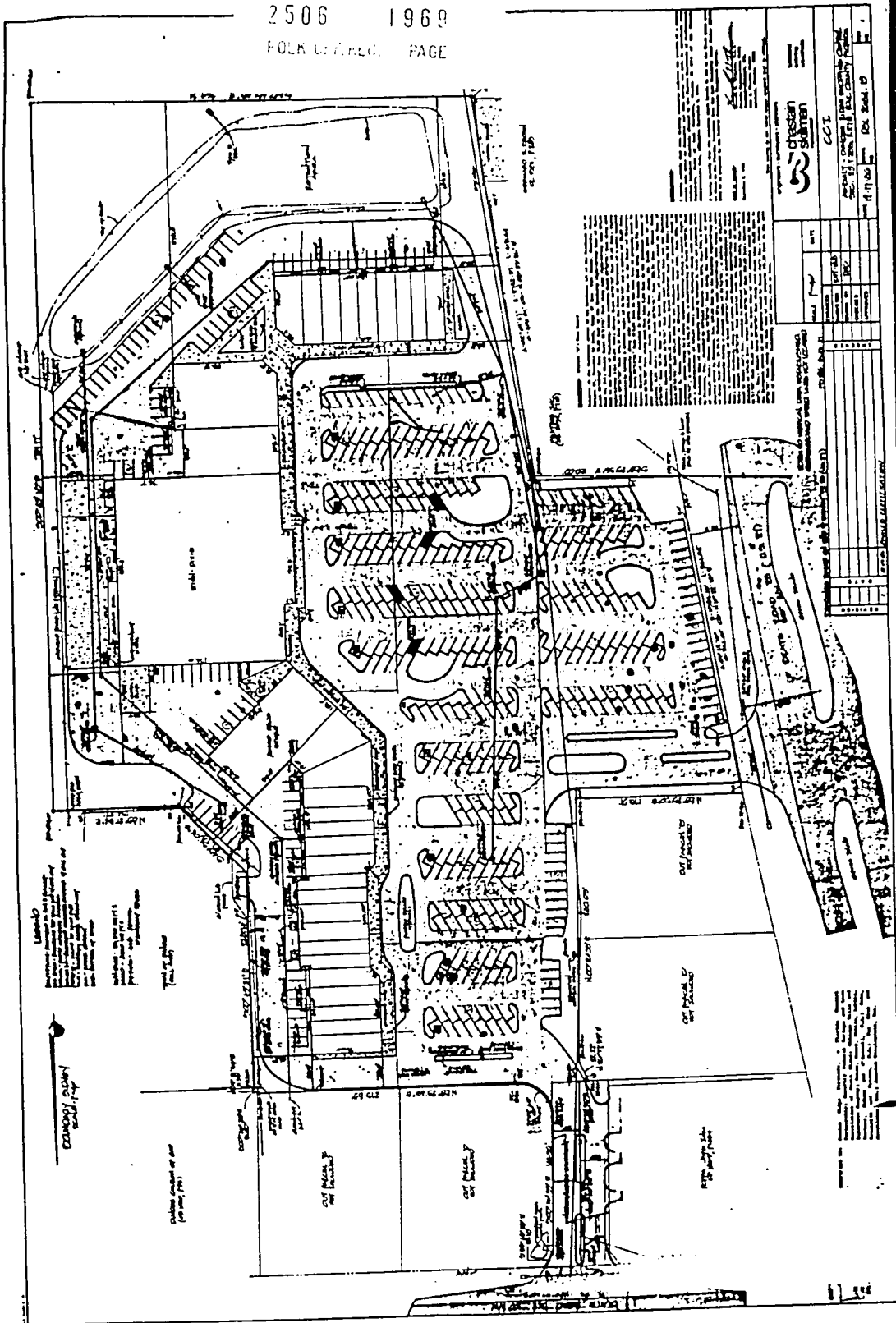
Prepared by:  
CHASTAIN-SKILLMAN, INC.  
3114 S. Florida Avenue  
Lakeland, FL 33803

2506 1967  
POLK COUNTY, FLA PAGE

## EXHIBIT "B"

DESCRIPTION: (Parcel "A": Winn Dixie)

Commence at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 29, Township 28 South, Range 27 East, Polk County, Florida; thence South 00°00'52" West 50.00 feet to the Southerly right-of-way line of State Road No. 542; thence North 89°23'46" East along said right-of-way line 274.60 feet to the Point of Beginning; thence continue North 89°23'46" East along said right-of-way line 40.00 feet; thence South 33°48'33" West 18.18 feet; thence South 00°26'35" West 144.36 feet to the Point of Curvature of a curve concaved Northeasterly having a central angle of 91°02'49" and a radius of 35.00 feet; thence Southeasterly along said curve 55.62 feet to the Point of Tangency; thence North 89°23'46" East 273.89 feet to the West line of property owned by Dundee Church of God, recorded in Official Records Book 1030, Page 92; thence South 00°26'25" West along said West line 5.00 feet to the Southwest corner of said property; thence North 89°21'54" East along the South line of said property 3.35 feet; thence South 00°49'21" East 228.74 feet; thence South 43°54'04" East 97.79 feet to the South line of property owned by Town of Dundee; thence North 89°21'54" East along said South line and its Easterly extension thereof 134.27 feet; thence South 00°49'18" East 751.17 feet; thence South 89°48'45" West 464.51 feet to the Southeast corner of property owned by Gerhard E. Brown, recorded in Official Records Book 1381, Page 283; said Southeast corner being on a curve concaved Westerly having a central angle of 02°01'47", a radius of 11,732.37 feet, a chord-bearing of North 08°23'26" West and a chord-distance of 415.61 feet; thence Northerly along said curve being the Easterly line of said property owned by Gerhard E. Brown and property owned by Fruitree, Inc., recorded in Official Records Book 2092, Page 710, a distance of 415.64 feet; thence South 89°23'46" West along the North line of said property owned by Fruitree, Inc. 150.00 feet to the Easterly right-of-way line of State Road No. 25 (U.S. Highway 27); said right-of-way line being a curve concaved Westerly having a central angle of 01°42'16", a radius of 11,584.16 feet, a chord-bearing of North 10°22'16" West and a chord-distance of 344.61 feet; thence Northerly along said curve and Easterly right-of-way line 344.62 feet; thence North 89°23'50" East parallel with the South line of property owned by Poppa Jay's Inc., recorded in Official Records Book 1869, Page 1454, a distance of 175.91 feet, thence North 00°26'35" East 280.03 feet; thence North 26°17'59" West 22.22 feet to the South line of said property owned by Poppa Jay's, Inc.; thence North 89°23'50" East along said South line 10.00 feet to the Southeast corner of said property owned by Poppa Jay's Inc.; thence North 00°26'35" East along the East line of said property 196.23 feet to the said Point of Beginning.



FILED, RECORDED AND  
RECORD VERIFIED  
E.D. 'Bud' DIXON, CLK. Cir. Ct.  
POLK COUNTY, FLA.  
BY *[Signature]* D.G.

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