

This Instrument was Prepared By
and should be Returned To:
John R. Ibach, Esq.
Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202

Recorded Electronically	
ID	202426007377
County	Hendry
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FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this “**Amendment**”) is made this 14th day of June, 2024 (the “**Effective Date**”), by and between **SR 80 LABELLE, LLC**, a Florida limited liability company (“**SR 80**”), **RACETRAC, INC.**, a Georgia corporation (“**RaceTrac**”) and **AGREE STORES, LLC**, a Delaware limited liability company (“**Agree**”).

RECITALS:

A. P & P, LLC, a Florida limited liability company (“**P&P**”) and HSC Labelle, LLC, an Alabama limited liability company (“**HSC**”) previously executed that certain Easement Agreement recorded in Official Records Book 871, Page 827, of the Public Records of Hendry County, Florida (the “**Easement Agreement**”), with respect to certain real property as more particularly set forth in the Easement Agreement.

B. SR 80 is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-1” attached hereto and by reference made a part hereof (the “**SR 80 Property**”).

B. RaceTrac is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-2” attached hereto and by reference made a part hereof (the “**RaceTrac Property**”).

C. Agree is the owner of the Benefitted Property, as defined in the Easement Agreement and described on Exhibit “A-3” attached hereto and by reference made a part hereof.

C. Pursuant to the Easement Agreement, an access easement was granted over a portion of the SR 80 Property and a portion of the RaceTrac Property in favor of the owner of the Benefitted Property.

D. SR 80 (or its successors and assigns) is developing the SR 80 Property, RaceTrac (or its successors and assigns) is developing the RaceTrac Property, and in connection with such development, SR 80, RaceTrac and Agree have agreed to amend the location of the access easement under the Easement Agreement, as more particularly set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SR 80 and Agree hereby agree as follows:

1. Recitals and Defined Terms. The Recitals set forth above are true and correct and by reference made a part hereof. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Easement Agreement.

2. Updated Access Easement Area. SR 80, RaceTrac and Agree hereby agree that (a) promptly following the Effective Date, RaceTrac will construct and pave a new driveway (the "**New Roadway**") to provide non-exclusive, perpetual and continuous unobstructed pedestrian and vehicular ingress and egress with heavy duty pavement sufficient to accommodate WB-65 commercial truck traffic to and from the Benefitted Property, and (b) only after completion of the New Roadway, RaceTrac will promptly thereafter construct and pave a mountable (and not a full curb) pork chop island (the "**Porkchop**") to create a right in/right out access on the existing Easement Area (i.e., those portions of the P & P Property described on Exhibit "C" to the Easement Agreement without regard to the modifications thereto pursuant to this Amendment) ("**Original Easement Area**"), which Original Easement Area, New Roadway and Porkchop are shown on the site plan attached hereto as Exhibit "B" and by reference made a part hereof (the "**Site Plan**"). The legal description for the New Roadway is more particularly described in Exhibit "C" and by reference made a part hereof (the "**Updated Access Easement Area**"). Upon completion of construction of the New Roadway, (i) Exhibit "C" to the Easement Agreement shall automatically be amended to include the legal description of the Updated Access Easement Area; and (ii) except as otherwise provided in this Amendment, all references to "Easement Area" in the Easement Agreement shall automatically be amended to refer to, together, the Updated Access Easement Area and the Original Easement Area (as modified by the Porkchop). Nothing herein shall be deemed to modify, amend or terminate the utility easements over the Easement Area in favor of the Benefitted Property. For purposes of this Amendment and the Easement Agreement, the term "**Updated Access Easement Area Owner**" means RaceTrac, its successors or assigns in ownership of all or any portion of the Updated Access Easement Area. For the avoidance of doubt, the Original Easement Area shall remain open, undisturbed and unobstructed until final completion of the New Roadway and the New Roadway is fully available for use by the Benefitted Property.

3. Construction of Updated Access Easement Area and Porkchop. Notwithstanding anything contained in the Easement Agreement to the contrary, RaceTrac shall be solely responsible for all costs associated with construction and pavement of the New Roadway and Porkchop to allow for vehicular and pedestrian ingress and egress to and from the Benefitted Property, including but not limited to the labor, materials and equipment necessary for grading, paving, and constructing the New Roadway and Porkchop. The paved portions of the New Roadway and the Porkchop shall be constructed in a manner, and shall consist of materials, that would comply with Florida Department of Transportation standards for public streets of a similar nature, including heavy duty pavement sufficient to accommodate WB-65 commercial truck traffic. As part of the construction of the New Roadway, RaceTrac and SR 80 shall install stop signs at the locations indicated on the Site Plan. The previous provisions to the contrary notwithstanding, in the event RaceTrac is unable to obtain all necessary governmental approvals

for the location of the stop signs on the RaceTrac Property and SR 80 Property as indicated on the Site Plan, the stop signs will be located on the New Roadway at a location mutually acceptable to SR 80 and Agree. For the avoidance of doubt, RaceTrac and SR 80 hereby acknowledge and agree that Agree (as successor-in-interest to HSC) has no remaining obligations under Section 2(a) of the Easement Agreement. In the event that (i) Agree in its reasonable discretion determines that traffic-control devices (e.g., stop signs, speed bumps) should be installed within the Updated Access Easement Area, or (ii) any governmental entity with jurisdiction over the RaceTrac Property, SR 80 Property, or the Benefitted Property mandates the same, RaceTrac and SR 80 shall be responsible for the construction and/or installation of all such traffic-control devices, subject to receipt of any and all required permits and approvals from applicable governing authorities. Notwithstanding the foregoing, RaceTrac and SR 80 shall not be obligated to install traffic-control devices in the portion of the New Roadway from Huggetts Rd. up to the first stop sign, or in the portion of the New Roadway from SR-80 up to the second median, unless required by any governmental entity with jurisdiction over the RaceTrac Property or the SR 80 Property.

4. Requirements During Construction of Updated Access Easement Area and Porkchop. Throughout the construction and development of the Updated Access Easement Area and all related work, the following restrictions shall apply:

- (i) all construction shall be conducted expeditiously and in such a manner as to not impede or interfere with the access, drive aisles, truck path, and business operations conducted on the Benefitted Property;
- (ii) all construction materials, equipment and parking shall be kept neat and all staging of construction materials and equipment and all construction parking shall be kept on the SR 80 Property;
- (iii) to the extent possible, the construction entrance shall be from Huggetts Road and not from State Route 80;
- (iv) the truck path used by the Benefitted Property shall not be impeded or blocked at any time;
- (v) there shall be no business interruption or disruption to utilities or any other services affecting the business being operated on the Benefitted Property;
- (vi) TSC and its store manager will be given at least ten (10) days prior notice of the commencement of any construction work on the Updated Access Easement Area, the Original Easement Area and any related areas; and
- (vii) TSC and its store manager will be provided with the contact name and number for the onsite construction supervisor for the construction contemplated by this Amendment.

In the event of a breach of this Section 4 that interrupts or adversely impacts the ingress, egress or business operations on the Benefitted Property, TSC shall have the right to directly enforce all remedies contained in the Easement Agreement as amended by this Amendment and all other remedies TSC may have at law and in equity.

5. Maintenance and Repair of the Stormwater System on the RaceTrac Property and SR 80 Property. RaceTrac shall, at its sole cost and expense, perform from time to time and in a timely manner all maintenance and repair of the stormwater retention system on the RaceTrac Property and SR 80 Property as required and in accordance with the Water Management District permit issued for such system.

6. Maintenance and Repair of the Original Easement Area. Sections 2(b) and 2(c) of the Easement Agreement are hereby amended such that all references in Section 2(b) and 2(c) of the Easement Agreement to “Easement Area” shall be deemed references to the Original Easement Area.

7. Responsibility for Certain Acts. Section 2(d) of the Easement Agreement is hereby amended such that all references to the term “Easement Area Owner” in Section 2(d) of the Easement Agreement shall be deemed to refer to both the Easement Area Owner and the Updated Access Easement Area Owner.

8. Maintenance and Repair of the Updated Access Easement Area. RaceTrac shall, at its sole cost and expense, perform from time to time and in a timely manner all maintenance, repair, and reconstruction of the pavement and other improvements in the Updated Access Easement Area as is necessary to keep the Updated Access Easement Area in good condition and shall (i) have the obligation to perform the maintenance, repair or reconstruction during the times and in such a manner as to minimize any interference with the operation and use of the Updated Access Easement Area, (ii) not block access to the Benefitted Property (via the Updated Access Easement Area) during business hours, (iii) use reasonable efforts to minimize construction dust and shall not allow any construction materials, equipment or debris to be placed on the Benefitted Property, and (iv) restore the Updated Access Easement Area to good condition. Without limiting the foregoing, after completion of the Updated Access Easement Area, RaceTrac shall provide Agree with notice at least fifteen (15) days in advance of any scheduled maintenance or repair within the Updated Access Easement Area or to the stormwater retention ponds located on the RaceTrac Property and SR 80 Property that may impact the business operations on the Benefitted Property.

9. Original Easement Area Use. RaceTrac and SR 80 shall not interfere with use of the Original Easement Area for access by Agree and its mortgagees, tenants, agents, customers, patrons, invitees, licensees and employees of the Benefitted Property until the completion of the New Roadway within the Updated Access Easement Agreement, unless RaceTrac or SR 80, as applicable, obtains the prior written approval of Agree and its tenant. RaceTrac shall construct the Porkchop during non-business hours only. During the construction of the Porkchop, RaceTrac shall perform the construction in such a manner that minimizes any interference with Agree’s, its tenant’s or their respective invitees’ use of the Original Easement Area for access. At no time shall RaceTrac or SR 80 interfere with use of the Original Easement Area for utilities by Agree and its mortgagees, tenants, agents, customers, patrons, invitees, licensees and employees of the Benefitted Property, unless RaceTrac or SR 80, as applicable, obtains the prior written approval of Agree and its tenant.

10. Remedies (Section 4 of the Easement Agreement). Section 4 of the Easement Agreement is hereby amended such that all references to the term “Easement Area Owner” in Section 4 of the Easement Agreement shall be deemed to refer to both the Easement Area Owner and the Updated Access Easement Area Owner.

11. Insurance and Indemnification (Section 5 of the Easement Agreement). Section 5 of the Easement Agreement is hereby amended such that all references to the term “Easement Area Owner” in Section 5 of the Easement Agreement shall be deemed to refer to both the Easement Area Owner and the Updated Access Easement Area Owner.

12. Exclusive Use Provision. From and after the Effective Date and so long as Tractor Supply Company, its successors, and/or assigns (“TSC”), has a leasehold interest in all or any portion of the Benefitted Property, no portion of the RaceTrac Property or the SR 80 Property shall be sold, leased, rented, occupied or allowed to be occupied, or otherwise transferred or conveyed for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; (e) animal and pet feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhartt products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden goods and equipment (including but not limited to, live plants, shrubs, flowers and trees, push/riding mowers, mow-n-vacs, garden carts and gardening tools, snow blowers, chippers and shredders, wheel barrows, and log splitters); (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment; (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections); (q) hay and forage; (r) bulk propane and welding gas; (s) pedal boats and motorized vehicles (including tractors, ATVs, mini-bikes, dirt bikes, scooters and UTVs); (t) pet grooming and washing services; and (u) a pet veterinary care clinic (collectively, the “**Restricted Products**”). Further, from and after the Effective Date and so long as Tractor Supply Company, its successors, and/or assigns, is open and operating on all or any portion of the Benefitted Property, no portion of the RaceTrac Property or SR 80 Property shall be used as a fulfillment center for selling, offering for sale, receiving, storing, retrieving or distributing Restricted Products ordered, purchased or sold through intra-store sales or online, catalog, or digitally-generated means, and such prohibition includes, without limitation, the use of lockers, lock-boxes and other systems associated with any “buy-online-pick-up-in-store,” “click and collect” or similar concept (the “**Online Retail Restriction**”). Nothing contained in this Amendment shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the SR 80 Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed five percent (5%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the aisle space adjacent to any display area) (the “**SR 80 Property De Minimis Sales Exception**”) and nothing contained in this Amendment shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the RaceTrac Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed fifteen percent (15%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the aisle space adjacent to any display area) (the “**RaceTrac Property De Minimis Sales Exception**”); provided however, each of the SR 80 Property De Minimis Sales Exception and the RaceTrac Property De Minimis Sales Exception shall not apply to, or in any way provide relief from, the absolute prohibition of the Online Retail Restriction relative to Restricted Products. For the purpose of clarity and example, the SR 80

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Property and the RaceTrac Property shall not be used or operated by businesses whose operations exceed either the SR 80 Property De Minimis Sales Exception or the RaceTrac Property De Minimis Sales Exception, as applicable, which businesses include, without limitation: Rural King, Atwoods, True Value, Ace Hardware, Harbor Freight, Menards, Blain's Farm & Fleet, Petsmart, Petco, Home Depot, or Lowe's as such are operated as of the date hereof. In addition, the operation of a Goodwill Industries thrift store as such is operated as of the date hereof shall not be considered a violation of this Section 12. Further, this covenant shall not apply to any business operated by TSC, or any affiliate of TSC. At such time that Tractor Supply is closed for a period of ninety (90) days (which period shall be extended to (i) a period of one (1) year for a closure due to renovation, and (ii) a period of twenty-four (24) months in the event of a closure due to casualty), the restrictions set forth in this Section 12 shall automatically terminate and be of no further force and effect. Within thirty (30) days after written request by the owner of the RaceTrac Property or the SR 80 Property, the owner of the Benefitted Property shall execute and record a Termination of Use Restriction in such event, but the failure to record such Termination shall not prevent the automatic effectiveness of this provision.

13. Signage. SR 80 shall use commercially reasonable efforts to obtain permits for and install wayfinding signage for any current or future tenant or other occupant at the Benefitted Property in a location along Huggetts Road that is mutually agreeable to Agree and SR 80, subject to municipal approval. SR 80 shall also use commercially reasonable efforts to obtain permits for and install wayfinding signage for any current or future tenant or other occupant at the Benefitted Property in a location along SR - 80 that is mutually agreeable to Agree and SR 80, subject to municipal approval.

14. Breach of Amendment. In the event RaceTrac or SR 80 fails to perform its obligations under this Amendment or otherwise breaches the terms of this Amendment, such failure or breach shall constitute a failure or breach under the Easement Agreement (as amended by this Agreement).

15. Attorneys' Fees. SR 80 (or an affiliated entity) shall be responsible for those reasonable attorneys' fees incurred by Agree and Agree's tenant (TSC) in conjunction with the drafting, review, and execution of this Amendment.

16. Ratification. Except as expressly modified by the terms and provisions of this Amendment, all of the terms and provisions of the Easement Agreement are unchanged and continue in full force and effect and all rights, remedies, liabilities and obligations evidenced by the Easement Agreement are hereby acknowledged by the parties hereto to be valid and subsisting and to be continued in full force and effect. The Easement Agreement, as modified and amended hereby, is hereby ratified and confirmed by the parties hereto, and every provision, covenant, condition, obligation, right, term and power contained in and under the Easement Agreement, as modified and amended hereby, shall continue in full force and effect.

17. Amendment Controls Conflicts. The provisions of this Amendment are intended to and shall supersede and take precedence over any provision to the contrary contained in the Easement Agreement.

18. Headings. All captions, headings, section and subsection numbers and letters are solely for the purpose of facilitating reference to this Amendment and shall not supplement, limit or otherwise vary in any respect the text of this Amendment.

19. Severability. If any term, covenant or condition of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby and each term, covenant, or condition of this Amendment shall be valid and enforced to the full extent permitted by law.

20. Successors and Assigns. The rights, duties, benefits and obligations contained in this Amendment shall be binding upon and inure to the benefit of the owners of the Benefitted Property, the RaceTrac Property and the SR 80 Property, and their successors and assigns, and anyone else who has rights by, through, or under such party, and shall be appurtenant to and run with the land described herein.

21. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized representatives, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

SR 80 LABELLE, LLC,
a Florida limited liability company

Mikel Lucido
Name printed: Mikel Lucido
Address of Witness: 4362 Northlake Blvd Ste 113
Palm Beach Gardens, FL 33410

By: Ross Kirchman
Name: Ross Kirchman
Title: Manager

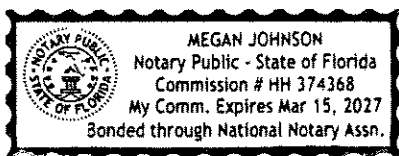
Gustavo Rocha
Name printed: Gustavo Rocha
Address of Witness: 4362 Northlake Blvd Ste 113
Palm Beach Gardens, FL 33410

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on May 24, 2024, by Ross Kirchman, the Manager of SR 80 LABELLE, LLC, a Florida limited liability company, on behalf of the company. Such person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Megan Johnson
Name: Megan Johnson
NOTARY PUBLIC, State of Florida
Serial Number (if any) Commission # HH 374368
My Commission Expires: 3/15/2027



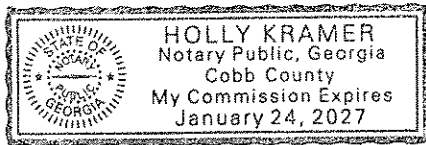
IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized representatives, effective as of the day and year first above written.

<p><u>[Signature]</u> Witness Name: <u>PLUM MINEZ</u> Address: <u>200 GALLERIA PKWY SE, #900,</u> <u>ATLANTA, GA 30339</u></p> <p><u>[Signature]</u> Witness Name: <u>JUNE REARSON</u> Address: <u>200 Galleria Pkwy 80 #900</u> <u>Atlanta GA 30339</u></p>	<p>RACETRAC, INC., a Georgia corporation</p> <p>By: <u>[Signature]</u> Name: <u>Trey Spivey</u> Its: <u>Vice President of Real Estate</u></p>
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STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of MAY, 2024 by TREY SPIVEY, as Vice President of Real Estate of Racetrac, Inc., a Georgia corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and who did (did not) take an oath.



[Signature]
Notary Public
Holly Kramer
Printed Name

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their respective duly authorized representatives, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

AGREE STORES, LLC,
a Delaware limited liability company

[Signature]
Name printed: Britt Kifferstein
Address of Witness: 32301 Woodward Avenue
Royal Oak, MI 48073

By: Edward A Eickhoff
Name: Edward A. Eickhoff
Title: Authorized Representative

[Signature]
Name printed: Madeline Kizy
Address of Witness: 32301

Woodward Avenue Royal Oak, MI 48073

STATE OF Michigan
COUNTY OF Oakland

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on June 14, 2024, by, Edward A Eickhoff, the Authorized Representative of Agree Stores, LLC, a Delaware limited liability company, on behalf of the company. Such person is personally known to me or has produced _____ as identification.

(SEAL)

Susan M Moore
Name: Susan M. Moore
NOTARY PUBLIC, State of ~~Florida~~ Michigan
Serial Number (if any) _____
My Commission Expires: 10/7/2028

SUSAN M. MOORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 7, 2028
ACTING IN COUNTY OF Oakland

Exhibit "A-1"

SR 80 Property

(i) Lot 2:

LOT 2, LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 376.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W. FOR A DISTANCE OF 194.10 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 300.58 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF N.23°01'58"E., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 182.57 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 261.93 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 10.45 FEET; THENCE S.39°40'10"E. FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 63,212 SQUARE FEET, OR 1.451 ACRES, MORE OR LESS

(ii) Lot 3:

LOT 3, LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 1083.74 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W. FOR A DISTANCE OF 150.47 FEET; THENCE N.89°45'38"W. FOR A DISTANCE OF 127.19 FEET; THENCE N.00°35'24"W. FOR A DISTANCE OF 20.00 FEET; THENCE N.89°45'38"W. FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETTS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY LINE, FOR A DISTANCE OF 310.76 FEET; THENCE N.89°24'36"E. FOR A DISTANCE OF 35.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'34", A CHORD BEARING OF N.79°21'03"E., A CHORD LENGTH OF 48.68 FEET AND AN ARC LENGTH OF 48.94 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 317.99 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 65,161 SQUARE FEET, OR 1.496 ACRES, MORE OR LESS

Exhibit "A-2"

RaceTrac Property

A PARCEL OF LAND LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENDRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 359.27 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 17.00 FEET; THENCE N.39°40'10"W. FOR A DISTANCE OF 50.00 FEET TO THE NORTH LINE OF THE ACCESS EASEMENT DISCRIBED IN OFFICIAL RECORDS BOOK 871, PAGE 827, OF SAID PUBLIC RECORDS; THENCE N.50°19'03"E., ALONF SAID NORTH LINE OF EASEMENT, FOR A DISTANCE OF 10.45 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 261.93 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 182.57 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF S.23°01'58"W., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 300.58 FEET TO A POINT ON SAID NORTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 513.37 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 317.99 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'34", A CHORD BEARING OF S.79°21'03"W., A CHORD LENGTH OF 48.68 FEET AND AN ARC LENGTH OF 48.94 FEET; THENCE S.89°24'36"W. FOR A DISTANCE OF 35.51 FEET, TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETTS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 47.36 FEET; THENCE N.50°18'08"E. FOR A DISTANCE OF 1086.23 FEET; THENCE S.00°57'57"E. FOR A DISTANCE OF 514.00 FEET TO THE POINT OF BEGINNING.

Exhibit "A-3"

Benefitted Property

A PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO KNOWN AS THE SOUTHWESTERLY CORNER OF PARKWOOD ESTATES AS RECORDED IN PLAT BOOK 3, PAGE 23, RUN SOUTH 74°39'11" WEST A DISTANCE OF 288.87 FEET; THENCE SOUTH 01°22'16" EAST A DISTANCE OF 697.00 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80; THENCE NORTH 49°52'18" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE ROAD 80, A DISTANCE OF 359.47 FEET; THENCE NORTH 01°22'16" WEST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18, A DISTANCE OF 541.73 FEET TO THE POINT OF BEGINNING, CONTAINING 4.00 ACRES MORE OR LESS.

Exhibit "C"

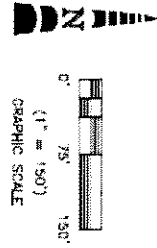
Legal Description for Updated Access Easement Area

LEGAL DESCRIPTION OF ACCESS EASEMENT

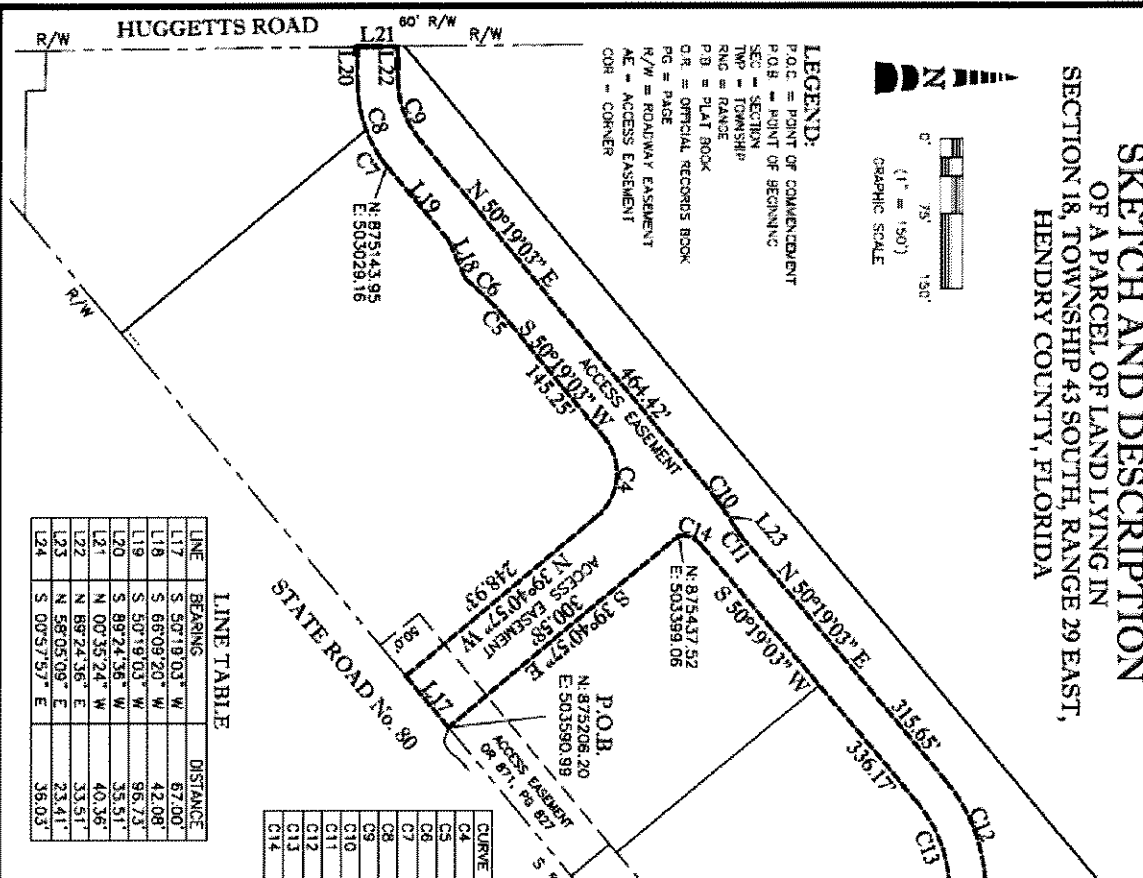
AN EASEMENT LOCATED IN THE STATE OF FLORIDA, COUNTY OF HENRY, BEING A PORTION OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, ALSO BEING THE SOUTHWEST CORNER OF PARKWOOD ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 3, PAGE 23, PUBLIC RECORDS OF HENRY COUNTY, FLORIDA; THENCE S.00°57'57"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, FOR A DISTANCE OF 541.73 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80, A VARIABLE WIDTH RIGHT OF WAY; THENCE S.50°19'03"W., ALONG SAID NORTH RIGHT OF WAY LINE, FOR A DISTANCE OF 570.37 FEET TO THE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED; THENCE CONTINUE S.50°19'03"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 67.00 FEET; THENCE N.39°40'57"W. FOR A DISTANCE OF 248.93 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 57.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'19", A CHORD BEARING OF N.84°41'07"W., A CHORD LENGTH OF 80.61 FEET AND AN ARC LENGTH OF 89.54 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 145.25 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 312.75 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°25'57", A CHORD BEARING OF S.47°44'59"W., A CHORD LENGTH OF 29.64 FEET AND AN ARC LENGTH OF 29.65 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 332.61 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'48", A CHORD BEARING OF S.42°03'26"W., A CHORD LENGTH OF 36.44 FEET AND AN ARC LENGTH OF 36.46 FEET; THENCE S.66°09'20"W. FOR A DISTANCE OF 42.08 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 96.73 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 137.08 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°51'35", A CHORD BEARING OF S.52°44'50"W., A CHORD LENGTH OF 11.62 FEET AND AN ARC LENGTH OF 11.63 FEET; TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 138.74 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°48'27", A CHORD BEARING OF S.73°04'06"W., A CHORD LENGTH OF 78.28 FEET AND AN ARC LENGTH OF 79.36 FEET; THENCE S.89°24'36"W. FOR A DISTANCE OF 35.51 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HUGGETS ROAD, A 60 FOOT RIGHT OF WAY; THENCE N.00°35'24"W., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 40.36 FEET; THENCE N.89°24'36"E. FOR A DISTANCE OF 33.51 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°05'33", A CHORD BEARING OF N.89°51'49"E., A CHORD LENGTH OF 63.57 FEET AND AN ARC LENGTH OF 64.82 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 464.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'06", A CHORD BEARING OF N.54°12'06"E., A CHORD LENGTH OF 13.55 FEET AND AN ARC LENGTH OF 13.56 FEET; THENCE N.58°05'09"E. FOR A DISTANCE OF 23.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'06", A CHORD BEARING OF N.54°12'06"E., A CHORD LENGTH OF 13.55 FEET AND AN ARC LENGTH OF 13.56 FEET; THENCE N.50°19'03"E. FOR A DISTANCE OF 315.65 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°33'33", A CHORD BEARING OF N.68°35'49"E., A CHORD LENGTH OF 109.78 FEET AND AN ARC LENGTH OF 111.66 FEET; THENCE S.00°57'57"E. FOR A DISTANCE OF 36.03 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 139.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°00'01", A CHORD BEARING OF S.68°19'03"W., A CHORD LENGTH OF 85.91 FEET AND AN ARC LENGTH OF 87.34 FEET; THENCE S.50°19'03"W. FOR A DISTANCE OF 336.17 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 27.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°34'09", A CHORD BEARING OF S.23°01'58"W., A CHORD LENGTH OF 24.75 FEET AND AN ARC LENGTH OF 25.72 FEET; THENCE S.39°40'57"E. FOR A DISTANCE OF 300.58 FEET TO THE POINT OF BEGINNING.

SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 43 SOUTH, RANGE 29 EAST, HENDRY COUNTY, FLORIDA



LEGEND:
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 SEC. = SECTION
 TWP. = TOWNSHIP
 RANG. = RANGE
 P.B. = PLAT BOOK
 O.R. = OFFICIAL RECORDS BOOK
 PG. = PAGE
 R/W = ROADWAY EASEMENT
 AE = ACCESS EASEMENT
 COR. = CORNER



LINE TABLE

LINE	BEARING	DISTANCE
L17	S 56°19'03" W	67.00'
L18	S 68°09'20" W	42.08'
L19	S 50°19'03" W	96.73'
L20	S 89°24'36" W	35.51'
L21	N 00°35'24" W	40.36'
L22	N 88°24'36" E	33.51'
L23	N 58°05'09" E	23.41'
L24	S 00°57'57" E	35.03'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	57.00'	89.54'	80.61'	N 84°41'07" W	90°00'19"
C5	312.75'	28.65'	28.64'	S 47°44'58" W	5°25'57"
C6	332.61'	36.46'	36.44'	S 42°03'28" W	6°16'48"
C7	137.08'	11.63'	11.62'	S 52°44'50" W	4°51'35"
C8	138.74'	79.36'	78.28'	S 73°04'08" W	32°46'27"
C9	95.00'	64.82'	63.57'	N 69°51'49" E	18°05'33"
C10	100.00'	13.56'	13.55'	N 54°12'08" E	7°46'06"
C11	100.00'	13.58'	13.58'	N 54°12'08" E	7°48'08"
C12	175.00'	11.66'	10.978'	N 68°35'49" E	3°53'33"
C13	139.00'	87.34'	85.91'	S 68°19'03" W	36°00'01"
C14	27.00'	25.72'	24.75'	S 23°01'58" W	54°34'09"

SKETCH OF DESCRIPTION

(AKA W HICKPOCREE AVE)
 A VARIABLE WIDTH R/W

P.O.C.
 SE COR. OF NW 1/4
 OF NW 1/4 OF SEC 18,
 TWP 43S, RANG 29E ALSO
 THE SW COR. PARKWOOD
 ESTATES, P.B. 3, PG. 23
 EAST LINE OF
 SW 1/4 OF NW 1/4
 OF SEC 18, TWP 43S,
 RANG 29E

- NOTES:**
1. BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80 AS BEING S.50°19'03"W.
 2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
 4. THE STATE PLANE COORDINATES SHOWN HEREON ARE IN FEET, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) BASED UPON CONTINUOUSLY OPERATING FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
 5. RECORDING INFORMATION SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

METRON
 SURVEYING & MAPPING, LLC
 LAND SURVEYORS-PLANNERS
 118N 7071

10870 S. GLENLAND AVE.
 SUITE #808
 FORT MYERS, FLORIDA 33907
 PHONE (239) 279-8875
 FAX (239) 279-8877
 www.metronllc.com

FIELD BOOK/PAGE 744/51-52
PROJECT NO. 15437
DATE 4/17/24
DRAWN BY BUD
SCALE 1" = 195'
CHECKED BY DUD
TITLE NO. (S-T-W) 18-43-28
SHEET 2 OF 2

This Instrument was Prepared By
and should be Returned To:
John R. Ibach, Esq.
Burr & Forman, LLP
50 N. Laura Street, Suite 3000
Jacksonville, Florida 32202

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this “**Amendment**”) is made this 14th day of June, 2024 (the “**Effective Date**”), by and between **SR 80 LABELLE, LLC**, a Florida limited liability company (“**SR 80**”), **RACETRAC, INC.**, a Georgia corporation (“**RaceTrac**”) and **AGREE STORES, LLC**, a Delaware limited liability company (“**Agree**”).

RECITALS:

A. P & P, LLC, a Florida limited liability company (“**P&P**”) and HSC Labelle, LLC, an Alabama limited liability company (“**HSC**”) previously executed that certain Easement Agreement recorded in Official Records Book 871, Page 827, of the Public Records of Hendry County, Florida (the “**Easement Agreement**”), with respect to certain real property as more particularly set forth in the Easement Agreement.

B. SR 80 is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-1” attached hereto and by reference made a part hereof (the “**SR 80 Property**”).

B. RaceTrac is the owner of a portion of the P & P Property, as defined in the Easement Agreement, which portion is more particularly described on Exhibit “A-2” attached hereto and by reference made a part hereof (the “**RaceTrac Property**”).

C. Agree is the owner of the Benefitted Property, as defined in the Easement Agreement and described on Exhibit “A-3” attached hereto and by reference made a part hereof.

C. Pursuant to the Easement Agreement, an access easement was granted over a portion of the SR 80 Property and a portion of the RaceTrac Property in favor of the owner of the Benefitted Property.

D. SR 80 (or its successors and assigns) is developing the SR 80 Property, RaceTrac (or its successors and assigns) is developing the RaceTrac Property, and in connection with such development, SR 80, RaceTrac and Agree have agreed to amend the location of the access easement under the Easement Agreement, as more particularly set forth below.