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Date	<u>5/30/24</u> Time <u>3:22pm</u>

*This instrument prepared by
and after recording return to:*
 Racetrac, Inc.
 200 Galleria Parkway, Suite 900
 Atlanta, Georgia 30339
 Attn: Corporate Counsel – Real Estate

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (this “**REA**”) is made effective as of the 29th day of MAY, 2024 (the “**Effective Date**”) by and between **RACETRAC, INC.**, a Georgia corporation, whose address is 200 Galleria Parkway, Suite 900, Atlanta, Georgia 30339 (“**RaceTrac**”); and **SR80 LABELLE, LLC**, a Florida limited liability company, whose address is 4362 Northlake Boulevard, Suite 213, Palm Beach Gardens, Florida 33410 (“**SR80**”); who, subject to the terms and conditions set forth herein agree as follows:

RECITALS:

WHEREAS, RaceTrac is the owner of certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on **Exhibit “A”** attached hereto and made a part hereof (the “**RaceTrac Parcel**”);

WHEREAS, SR80 is the owner of (i) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on **Exhibit “B”** attached hereto and made a part hereof (the “**SR80 Parcel**”) and (ii) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on **Exhibit “C”** attached hereto and made a part hereof (the “**Adjacent Parcel**”);

WHEREAS, RaceTrac and SR80 desire to create and reserve certain easements, covenants, conditions and restrictions relating to development of the RaceTrac Parcel, the SR80 Parcel and the Adjacent Parcel (collectively, the “**Parcels**” or the “**Overall Property**”) for matters of ingress, egress and access to and from the Parcels, use restrictions, signage restrictions, and drainage to benefit the present and future owners of the Parcels and their respective occupants, tenants, customers, employees, agents and invitees, as set forth herein; and

WHEREAS, RaceTrac and SR80 desire to document the foregoing in this REA.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by RaceTrac and SR80, it is agreed and declared as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference, as though fully set forth herein.
2. **Reciprocal Access Easements.**
 - (a) SR80 hereby bargains, sells, grants and conveys to RaceTrac, for the benefit of and as an appurtenance to the RaceTrac Parcel, a perpetual, non-exclusive right, privilege and easement on, over and across all driveways, roads, streets and alleys constructed and developed on the SR80 Parcel from

time to time (the “SR80 Driveways”) and on the Adjacent Parcel from time to time (the “Adjacent Driveways”), except that such easement shall not include any drive-through areas or pull-up car wash areas located on the SR80 Parcel or the Adjacent Parcel. In no event shall either party use, or allow the use of, the SR80 Driveways or Adjacent Driveways for vehicular parking purposes or standing delivery trucks. SR80 shall not construct or install parking spaces in or immediately adjacent to the SR80 Driveways or the Adjacent Driveways unless such spaces are separated from the SR80 and/or Adjacent Driveways (as applicable) by a barrier, it being the intent of the parties that the SR80 Driveways and the Adjacent Driveways not be congested or obstructed by motor vehicles pulling into or out of parking spaces.

(b) RaceTrac hereby bargains, sells, grants and conveys to SR80, for the benefit of and as an appurtenance to the SR80 Parcel and the Adjacent Parcel, a perpetual, non-exclusive right, privilege and easement on, over and across all driveways, roads, streets and alleys constructed and developed on the RaceTrac Parcel from time to time (the “RaceTrac Driveways”), except that such easement shall not include any areas over and across the fuel tanks, or under the fuel canopy(ies), located on the RaceTrac Parcel. In no event shall SR80 use, or allow the use of, the RaceTrac Driveways for vehicular parking purposes or standing delivery trucks.

(c) SR80 shall be responsible, at its sole cost and expense, for maintaining the SR80 Driveways and Adjacent Driveways; provided, however, if the SR80 Driveways or Adjacent Driveways are damaged by the sole negligence or intentional misconduct of RaceTrac, then RaceTrac shall be responsible for repairing such damage. RaceTrac shall be responsible, at its sole cost and expense, for maintaining the RaceTrac Driveways; provided, however, if the RaceTrac Driveways are damaged by the sole negligence or intentional misconduct of SR80, then SR80 shall be responsible for repairing such damage.

3. Permanent Access Easement.

(a) RaceTrac hereby bargains, sells, grants and conveys to SR80, for the benefit of and as an appurtenance to the SR80 Parcel and the Adjacent Parcel, a perpetual, non-exclusive right, privilege and easement (the “Permanent Access Easement”) on, over the roadway to be constructed and developed on such portions of the RaceTrac Parcel within the areas shown as the “Permanent Access Road” on **Exhibit “D”** (the “Permanent Access Easement Area”) for the purpose of providing to the SR80 Parcel and the Adjacent Parcel access, ingress and egress by pedestrian traffic and by motor vehicles from the SR80 Parcel and Adjacent Parcel to public right of ways. Simultaneously with RaceTrac’s construction of its improvements on the RaceTrac Parcel, RaceTrac shall construct the Permanent Access Road. In no event shall SR80 use, or allow the use of, the Permanent Access Road for vehicular parking purposes or standing delivery trucks. Notwithstanding the foregoing, the Permanent Access Road shall be constructed with heavy duty pavement sufficient to accommodate WB-65 commercial truck traffic.

(b) RaceTrac shall have the right, but not the obligation, to install and use utility facilities within, and to pave and maintain in conjunction therewith, all or any portion of the Permanent Access Road.

(c) SR80 hereby grants to RaceTrac a temporary construction easement over those limited portions of the SR80 Parcel and Adjacent Parcel adjacent to the Permanent Access Road as reasonably necessary for the construction of the Permanent Access Road, not to exceed twenty five (25) feet outside the boundary of the Permanent Access Easement Area (the “Permanent Access Temporary Construction Easement”). The previous provisions to the contrary notwithstanding, there shall be no construction staging on the SR80 Parcel or the Adjacent Parcel. The Permanent Access Temporary Construction Easement hereby granted will remain in place until completion of the Permanent Access Road. Upon commencement of construction of the Permanent Access Road, RaceTrac shall use commercially

reasonable efforts and diligently pursue completion of the construction of the Permanent Access Road contemplated under the plans and specifications for such Permanent Access Road as soon as commercially practicable (subject to events of force majeure), and the construction of the Permanent Access Road shall be deemed complete ("Completion") upon (i) issuance of a written certificate from the engineer and contractor certifying that the Permanent Access Road has been completed in substantial compliance with the approved plans, and (ii) Racetrac obtaining a certificate of completion from the appropriate governmental authorities authorizing the use of the Permanent Access Road by the general public. In the event that RaceTrac shall not have obtained Completion at such time that the vertical improvements on the SR80 Parcel or the Adjacent Parcel are complete and ready for issuance of a certificate of occupancy but for the Completion of the Permanent Access Road, the affected owner of the SR80 Parcel or Adjacent Parcel (the "Step In Owner") shall have the right to complete the construction of the Permanent Access Road, at RaceTrac's sole cost and expense. Such construction by the Step In Owner shall be performed to RaceTrac's plans and specifications. In such event, Racetrac shall be responsible for the reimbursement of any reasonable out-of-pocket costs or expenses incurred by Step In Owner within thirty (30) days after receipt of paid invoices, certificates and approvals of completion and occupancy from all applicable governing authorities, and lien releases for such work from the Step In Owner and all contractors engaged by the Step In Owner.

(d) RaceTrac shall be responsible for maintaining the Permanent Access Road until a governing authority assumes such maintenance or otherwise relieves RaceTrac of such requirement. All costs to maintain the Permanent Access Road shall be shared pro rata by the Owners of the RaceTrac Parcel, SR80 Parcel and Adjacent Parcel on a per-upland acre basis. All costs of permitting, design, development and construction of the Permanent Access Road shall be at RaceTrac's sole cost and expense.

4. Stormwater Easement.

(a) RaceTrac and SR80 each hereby grants to the other, for the benefit of and as an appurtenance to the such other party's Parcel(s), a non-exclusive, perpetual drainage easement (the "Stormwater Easements") to allow RaceTrac and SR80 to connect to, maintain and use a retention pond, drainage lines and related facilities (collectively the "Facilities") located or to be constructed on the RaceTrac Parcel and/or the SR80 Parcel and the Adjacent Parcel, which easements shall include, without limitation, rights of access for purposes of maintenance as applicable hereunder. The parties currently contemplate that the retention ponds will be in the approximate locations shown on the Site Plan attached as Exhibit "E" attached hereto and made a part hereof, but the parties agree that the stormwater easements granted herein will encompass such portions of the Overall Property as are reasonably necessary to accommodate the stormwater needs of each Parcel. Upon completion of development of the Facilities, the parties shall execute an amendment to this REA to memorialize the specific locations of the Facilities and the stormwater easements (the "Stormwater Easement Areas"); provided, however, that either party's failure to execute an amendment memorializing the Stormwater Easement Areas shall not affect the binding nature of the Stormwater Easements, the burden of such Stormwater Easements on each Parcel, or the benefit of such Stormwater Easements to each Parcel (as applicable). RaceTrac shall be responsible for designing, constructing, and obtaining all permits for the Facilities, which shall be designed and (except as otherwise set forth herein) constructed to serve the stormwater needs of the Overall Property. All costs of permitting, design, development and construction of the Facilities (the "Facilities Costs") shall be shared pro rata by the Owners of the RaceTrac Parcel, SR80 Parcel and Adjacent Parcel on a per-upland acre basis. The owner of the SR80 Parcel (the "Step In Owner") and the owner of the Adjacent Parcel (the "Adjacent Owner") shall reimburse RaceTrac for its respective proportionate share of the Facilities Costs (the "Facilities Cost Reimbursement"). Notwithstanding the foregoing, if SR80 has not sold or conveyed either the SR80 Parcel or the Adjacent Parcel to a third party prior to the date on which RaceTrac commences construction on the RaceTrac Parcel, then as an alternative to receiving the Facilities Cost Reimbursement, RaceTrac shall also have the right to initially construct the Facilities to the specifications required to

accommodate only the RaceTrac Parcel's stormwater retention needs, provided that in such instance the Facilities shall be designed and permitted to accommodate the required retention for the entire project for the Overall Property, and SR80 (or a future purchaser of the SR80 Parcel or the Adjacent Parcel) may expand the Facilities later at such Owner's sole cost and risk, provided that: (i) construction of the expanded Facilities does not adversely affect RaceTrac's development of, operation for business on, or other use of the RaceTrac Parcel, any easements or rights created in this REA for the RaceTrac Parcel's benefit, or any other rights held by RaceTrac or appurtenant to the RaceTrac Parcel; (ii) RaceTrac's access to and use of the Facilities are not unreasonably interrupted, interfered with, or otherwise materially adversely affected in any manner whatsoever during or after construction of the relocated and/or expanded Facilities; (iii) the relocated or expanded Facilities do not encroach on or interfere with the RaceTrac Parcel beyond the designed and permitted Facilities, the SR80 Driveways, Adjacent Driveways, or RaceTrac Driveways, any easements or rights created in this REA for RaceTrac's or the RaceTrac Parcel's benefit, or any other rights held by RaceTrac or appurtenant to the RaceTrac Parcel; and (iv) RaceTrac approves in advance, in writing, the location and plans for the expansion of the Facilities, which approval RaceTrac will not unreasonably withhold, condition or delay.

(b) At the closing of any sale of the Adjacent Parcel or the SR80 Parcel, if RaceTrac has not commenced construction of the Facilities, SR80 shall cause the buyer in such transaction to deposit into escrow an amount equal to one hundred ten percent (110%) of its respective Facilities Cost Reimbursement, based on a contract or engineer's reasonable estimate for such work, pursuant to an Escrow Agreement to be executed by such buyer and RaceTrac (the "Escrow Agreement"), and RaceTrac shall be obligated to construct all Facilities. The Escrow Agreement shall permit RaceTrac to draw upon the escrowed funds as construction progresses on the Facilities, and shall provide that if the escrowed funds are insufficient to pay for the depositing party's share, such party shall be obligated to deposit such further funds as are necessary to cover the entire share. Upon completion of the construction of the Facilities, any unused escrowed funds shall be returned to the buyer. At the closing of any sale of the Adjacent Parcel or the SR80 Parcel, if RaceTrac has commenced but not completed construction of the Facilities, SR80 shall cause the buyer in such transaction to (i) reimburse RaceTrac for such buyer's prorata share of the completed work under the fixed price contract, and (ii) deposit pursuant to the Escrow Agreement an amount equal to one hundred ten percent (110%) of such buyer's prorata share of the cost of the unfinished work under the fixed price contract for the Facilities, and RaceTrac shall be obligated to construct all Facilities. At the closing of any sale of the Adjacent Parcel or the SR80 Parcel, if RaceTrac has completed construction of all of the Facilities and the Facilities have been approved and accepted by the applicable governmental authorities, SR80 shall cause the buyer in such transaction to directly reimburse RaceTrac at the closing for such buyer's actual Facilities Cost Reimbursement. The Escrow Agreement shall provide for self-help rights in favor of the buyer of the Adjacent Parcel or the SR80 Parcel in the event RaceTrac does not complete construction of the Facilities at such time that the vertical improvements on the SR80 Parcel or the Adjacent Parcel are complete and ready for issuance of a certificate of occupancy but for the completion of the Facilities, and the affected Owner of the SR80 Parcel or Adjacent Parcel (the "Facilities Step In Owner") shall have the right to complete the construction of the Facilities with the cost thereof to be divided among the Parcels on a per-upland acre basis, and shall be able to draw upon the escrow funds under the Escrow Agreement for such work. In such event, RaceTrac shall be responsible for its share of any costs or expenses incurred by the Facilities Step In Owner within thirty (30) days after receipt of paid invoices and lien releases for such work from the Facilities Step In Owner.

(c) SR80 hereby grants to RaceTrac a temporary construction easement over the limited portions of the SR80 Parcel and Adjacent Parcel, not to exceed twenty (20) feet outside the boundary of the Stormwater Easement Area, as reasonably necessary for the construction of the Facilities (the "Facilities Temporary Construction Easement"). The Facilities Temporary Construction Easement hereby granted will remain in place until the earlier of (i) twelve (12) months after RaceTrac's commencement of construction of the Facilities, provided that such 12-month period shall automatically extend for the

duration of any interruption(s) or disruptions by force majeure events, and (ii) final certification of the Facilities constructed as contemplated herein. RaceTrac shall use commercially reasonable efforts to diligently pursue completion of all construction of the Facilities contemplated under the plans and specifications for such Facilities.

(d) RaceTrac hereby grants to SR80 a contingent temporary construction easement over those portions of the RaceTrac Parcel necessary for any expansion of the Facilities should RaceTrac elect to initially construct the Facilities to the specifications required to accommodate only the RaceTrac Parcel's stormwater retention needs (the "Expansion Facilities Temporary Construction Easement"). The Expansion Facilities Temporary Construction Easement hereby granted (i) will exist only if RaceTrac elects to initially construct the Facilities to the specifications required to accommodate only the RaceTrac Parcel's stormwater retention needs, such existence commencing upon the date a future owner begins to construct an expansion of the Facilities pursuant to Section 4(a) above, (ii) upon commencement of existence (if any), shall remain in place until the earlier of (x) twelve (12) months after commencement of construction of the expansion of the Facilities, provided that such 12-month period shall automatically extend for the duration of any interruption(s) or disruptions by force majeure events, and (y) final certification of the expanded Facilities constructed as contemplated herein, and (iii) shall at all times be subject to the terms and conditions of this REA, including specifically, but without limitation, the last sentence of Section 4(a) above.

(e) RaceTrac shall be responsible for maintaining the Facilities until a governing authority assumes such maintenance or otherwise relieves RaceTrac of such requirement. All costs to maintain the Facilities shall be shared pro rata by RaceTrac, the SR80 Owner and the Adjacent Owner on a per-upland-acre basis (each a "Stormwater Charge"). Within ninety (90) days after the end of each calendar year, RaceTrac shall provide an invoice to the SR80 Owner and Adjacent Owner, respectively, for the respective Owner's Stormwater Charge for the prior year, together with supporting evidence of all charges and expenses comprising the Stormwater Charge. The SR80 Owner and Adjacent Owner shall pay its respective Stormwater Charge within thirty (30) days after receipt of such invoice. If the SR80 Owner or Adjacent Owner fails to timely pay the Stormwater Charge, the unpaid amount shall bear interest at the highest rate permitted by the law of the State of Florida until such Parcel owner who failed to so pay subsequently pays its respective Stormwater Charge. Any amounts which are owed by the SR80 Owner or Adjacent Owner to RaceTrac pursuant to this Section 4(d), shall constitute a lien ("Assessment Lien") against such Parcel Owner who failed to pay its respective Stormwater Charge until such Parcel Owner pays its respective Stormwater Charge in full. Notwithstanding anything provided herein to the contrary, the Assessment Lien is and shall be subordinate to the lien of any mortgage held by any mortgagee, but only to the extent that the mortgage held by any such mortgagee is recorded in the public records of Hendry County, Florida prior to the filing of a claim of lien by RaceTrac hereunder.

(f) No amendment to this REA that affects or modifies this Section 4 (Stormwater Easement) shall be effective unless submitted to and approved by the South Florida Water Management District (the "SFWMD"). The provisions of this Section 4 are intended by the parties to be perpetual, and in no event shall such provisions be effective for less than twenty-five (25) years. If any provision is required by law to expire after such 25th year, the provision in question shall automatically renew for additional 25-year periods unless and until terminated by written agreement of the parties, such termination having been previously approved by the SFWMD. SFWMD shall have the right to enforce provisions of this REA relating to stormwater and the Facilities if necessary to correct outstanding problems with the Facilities.

5. Frontage Drive.

(a) SR80 hereby bargains, sells, grants and conveys to RaceTrac, for the benefit of and as an appurtenance to the RaceTrac Parcel, a perpetual, non-exclusive right, privilege and easement (the

“Frontage Drive Easement”) on, over and across that portion of the Adjacent Parcel approximately depicted and described on Exhibit “F” attached hereto and incorporated herein by reference (the “Frontage Drive Easement Area”) for development and construction of a driveway for access, ingress and egress by pedestrian traffic and by motor vehicles (the “Frontage Drive”). RaceTrac shall have the right, but not the obligation, to construct the Frontage Drive to RaceTrac’s plans and specifications. Notwithstanding the foregoing, all design plans and specifications for the Frontage Drive shall be subject to the review and approval of SR80, which approval SR80 will not unreasonably withhold, condition or delay.

(b) All hard and soft construction costs of the Frontage Drive (the “Frontage Drive Costs”) shall be shared between RaceTrac and the Adjacent Owner on a per-upland-acre basis. The Adjacent Owner shall reimburse RaceTrac for the Adjacent Parcel’s proportionate share of the Frontage Drive Costs (the “Frontage Drive Cost Reimbursement”). At the closing of any sale of the Adjacent Parcel, if the Adjacent Owner does not contemplate constructing the Frontage Drive as part of its development of the Adjacent Parcel and RaceTrac reasonably anticipates it will construct the Frontage Drive but has not yet commenced construction of the Frontage Drive, SR80 shall cause the buyer in such transaction to deposit into escrow an amount equal to one hundred ten percent (110%) of the Frontage Drive Cost Reimbursement, based on a fixed price contract for such work, pursuant to the Escrow Agreement. The Escrow Agreement shall permit RaceTrac to draw upon the escrowed funds as construction progresses on the Frontage Drive. At the closing of any sale of the Adjacent Parcel, if RaceTrac has commenced but not completed construction of the Frontage Drive, SR80 shall cause the buyer in such transaction to (i) reimburse RaceTrac for such buyer’s prorata share of the completed work under the fixed price contract, and (ii) deposit pursuant to the Escrow Agreement an amount equal to one hundred ten percent (110%) of such buyer’s prorata share of the cost of the unfinished work under the fixed price contract for the Frontage Drive. At the closing of any sale of the Adjacent Parcel, if RaceTrac has completed construction of the Frontage Drive and the Frontage Drive has been approved and accepted by the applicable governmental authorities, SR80 shall cause the buyer in such transaction to directly reimburse RaceTrac at the closing for such buyer’s actual Frontage Drive Cost Reimbursement. The Escrow Agreement shall provide for self-help rights in favor of the buyer of the Adjacent Parcel in the event RaceTrac does not complete construction of the Frontage Drive at such time that the vertical improvements on the Adjacent Parcel are complete and ready for issuance of a certificate of occupancy but for the completion of the Frontage Drive, and the Owner of the Adjacent Parcel (the “Frontage Drive Step In Owner”) shall have the right to complete the construction of the Frontage Drive, at RaceTrac’s sole cost and expense, and shall be able to draw upon the escrow funds under the Escrow Agreement for such work. In such event, RaceTrac shall be responsible for the reimbursement of any costs or expenses incurred by the Frontage Drive Step In Owner in excess of the escrowed funds within thirty (30) days after receipt of paid invoices and lien releases for such work from the Frontage Drive Step In Owner. If RaceTrac fails to timely pay the reimbursement, the unpaid amount shall bear interest at the highest rate permitted by the law of the State of Florida until RaceTrac pays such reimbursement. Any amounts which are owed by RaceTrac shall constitute an Assessment Lien against the RaceTrac Parcel until RaceTrac pays the reimbursement in full. Notwithstanding anything provided herein to the contrary, the Assessment Lien is and shall be subordinate to the lien of any mortgage held by any mortgagee, but only to the extent that the mortgage held by any such mortgagee is recorded in the public records of Hendry County, Florida prior to the filing of a claim of lien by RaceTrac hereunder

(c) RaceTrac shall have the right, but not the obligation, to install and use utility facilities within, and to pave and maintain in conjunction therewith, all or any portion of the Frontage Drive.

(d) SR80 hereby grants to RaceTrac a temporary construction easement over the Frontage Drive Easement Area and those limited portions of the Adjacent Parcel not to exceed twenty (20) feet outside the boundary of the Frontage Drive Easement Area as necessary for the construction of the Frontage Drive (the “Frontage Drive Temporary Construction Easement”). The Frontage Drive Temporary Construction Easement hereby granted will remain in place until completion of the Frontage Drive. Should

RaceTrac elect to construct such Frontage Drive, RaceTrac shall use commercially reasonable efforts to diligently pursue completion of such construction.

6. General Provisions. The following general provisions shall apply to all the terms and provisions set forth in this REA:

(a) Dedication. Notwithstanding anything herein to the contrary, SR80 and its successors, successors-in-title, assigns, heirs and tenants shall cooperate with any required dedication of right-of-way to public authorities, including, without limitation, by executing applications, waivers and other agreements required by such authorities.

(b) Covenants with the Land. References to RaceTrac, SR80, the RaceTrac Parcel, the SR80 Parcel, the Adjacent Owner and the Adjacent Parcel shall include their respective successors in title. The rights and easements created herein shall run with the land and shall constitute a use for the benefit of, and shall be a burden upon the affected portions of, the Parcels. The rights and easements created herein shall inure to the benefit of, and be binding upon, the respective successors, successors-in-title, assigns, heirs and tenants of each party hereto and the customers, employees and invitees of such parties, and shall remain in full force and effect and shall be unaffected by any change in ownership of the Parcels.

(c) Individuals Benefited. It is the intent of RaceTrac and SR80 that there not be a merger of the easement and fee estates occurring automatically by operation of law. The rights and privileges granted in this REA to the parties and their respective successors in title may be used by and inure to the benefit of their respective officers, employees, business guests, business invitees, agents, licensees, tenants, and customers and the officers, employees, business guests, business invitees, agents, licensees, subtenants and customers of their respective tenants and subtenants and all other persons lawfully on their respective properties.

(d) No Public Gift or Dedication. Nothing contained in this REA shall be deemed to be a gift or dedication to any governmental authority or the general public for any public purpose whatsoever.

(e) Grant of Easements Only. The parties are not conveying any land or title herein, but are merely granting the rights, privileges and easements herein set forth, subject to the conditions set forth herein. This REA is not and shall not be construed, interpreted or enforced as a dedication of all or any portion of the Overall Property to public use or to the private use of any party other than RaceTrac and SR80, and their respective invitees, customers, licensees, employees, agents, successors and assigns. No easements except those expressly set forth herein, shall be implied by this REA.

(f) Damage Caused by Party. Notwithstanding any contrary provision contained herein, in the event any improvements contemplated in this REA are damaged by a party hereto (or any agent thereof), such party shall be responsible for all obligations and costs of repairing such damage to the standard for the improvements existing prior to the damage. If the owner of the Parcel on which such damage occurs (the "Affected Owner") does not promptly commence and diligently pursue completion of repairs, the other Parcel owner(s) (collectively, the "Unaffected Owner") may enter onto the affected Parcel for the purpose of promptly commencing and/or diligently pursuing completion of such option, as the case may be. If the Unaffected Owner incurs any costs or expenses (including, without limitation, attorneys' fees and expenses) in effecting repairs on the affected Parcel pursuant to the rights provided in this Section 6(e), the Unaffected Owner may submit an invoice, accompanied by reasonable supporting information, to the Affected Owner for such costs and expenses incurred. The Affected Owner shall reimburse the Unaffected Owner the amount set forth in the invoice within fifteen (15) days after receipt thereof. If the Affected Owner fails to reimburse the Unaffected Owner within the fifteen (15) day period,

the amount due pursuant to the invoice shall bear interest at the lesser of (i) a rate of interest equal to five percent (5%) above the then-current rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rate" section of the Wall Street Journal (Eastern Edition) in the Section reading "Prime Rate ___ %", or (ii) the highest rate permitted by the law of the State of Florida until paid. Any amounts which are owed by the Affected Owner to the Unaffected Owner pursuant to this Section 6(e) shall constitute a lien against the affected Parcel until paid in full. The provisions of this Section 6(e) relating to payment by the Affected Owner of costs incurred by the Unaffected Owner shall not apply in the event the work completed by the Unaffected Owner was required due to damage caused by such Unaffected Party, in which event the Unaffected Owner shall be responsible for such costs as contemplated in the first sentence of this Section 6(e).

(g) Indemnification. Each party hereto (in this context, the "Indemnitor"), on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend and to hold harmless the other (and its partners, shareholders, officers, directors, agents, employees, predecessors, successors and assigns) (in this context, the "Indemnitees") from any and all claims, causes of action, damages, liabilities and expenses which may be claimed or asserted against, or suffered by, the Indemnitees arising out of or relating to, whether directly or indirectly, the exercise by the Indemnitor, its invitees, visitors, licensees, contractors, subcontractors, employees, agents and representatives, of the use and enjoyment of the easements created herein and the rights and obligations herein described and granted. Claims indemnified hereunder include, without limitation, personal injury, loss of life, mechanics' or materialmen's liens or claims of lien, and/or any other claims directly or indirectly related to the enjoyment of the rights and easements granted hereunder, or the obligations hereunder. The foregoing indemnification shall include all costs and reasonable attorneys' fees of the indemnified party (whether or not suit is instituted), including those incurred in appellate proceedings.

(h) Insurance. Each Parcel owner shall keep and maintain (or cause to be kept and maintained by a tenant or lessee) policies of insurance on the Improvements located on such Parcel owner's Property within an easement area with a financially responsible insurance company or companies licensed to do business in the State of Florida insuring against causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification formerly referred to as fire insurance with an extended coverage or "all risk" endorsement. As used herein, "Improvements" means and includes every structure and all appurtenances thereto of every kind and nature, including without limitation the following facilities of a permanent or temporary nature: any and all buildings, out buildings, streets, roads, access roads, driveways, sidewalks and walkways.

Each Parcel owner shall keep and maintain (or cause to be kept and maintained by a tenant or lessee) comprehensive general liability insurance (including protective liability coverage on operations of independent contractors engaged in construction, completed operations and products liability coverage, broad form blanket contractual liability insurance and, explosion, collapse and underground coverage) with a financially responsible insurance company or companies licensed to do business in the State of Florida on an "occurrence" basis for the benefit of each Parcel owner (and others, at the discretion of the insuring Parcel owner) against claims for "personal injury" liability, including without limitation, bodily injury, death or property damage liability with a limit of not less than \$2,000,000 in the event of "personal injury" to any number of persons or of damage to property arising out of any one occurrence, subject to revision by the mutual agreement of the Parcel owners. Such insurance coverage shall encompass and insure the contractual obligations of the insured party arising out of the indemnification obligations set forth in this Agreement. The other Parcel owners shall be included as additional insureds under each Parcel owner's commercial general liability insurance. Such insurance may be furnished under a "primary" policy and an "umbrella" policy or policies.

Copies or certificates of the insurance required by under this Section, each bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the procuring Parcel owner to the other Parcel owner upon prior written request. In the case of expiring policies, copies or certificates of any new or renewal policies, each bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the procuring Parcel owner to the other Parcel owner upon prior written request.

Notwithstanding anything herein to the contrary, so long as Racetrac, Inc. is the owner of the RaceTrac Parcel, RaceTrac shall have the right to self-insure any coverage required hereunder. Any subsequent owner of the RaceTrac Parcel shall not have the right to self-insure any coverage required hereunder.

(i) Notice. Any notice required or permitted to be given under this REA shall be in writing and shall be deemed to have been given when delivered: (i) by a national recognized overnight commercial courier evidenced by signed receipt; or (ii) via United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, evidenced by signed receipt, and addressed to the parties as herein provided (or such other address which any party may designate in writing for itself from time to time hereafter by written notice to the other party):

RaceTrac: RaceTrac, Inc.
200 Galleria Parkway, Suite 900
Atlanta, Georgia 30339
Attn: Corporate Counsel – Real Estate

With a copy to:

RaceTrac, Inc.
200 Galleria Parkway, Suite 900
Atlanta, Georgia 30339
Attn: VP of Real Estate

SR80: SR80 Labelle, LLC
4362 Northlake Boulevard, Suite 213
Palm Beach Gardens, Florida 33410
Attention: Mike Lucido
Email: mlucido@ecpdev.com

With a copy to:

SR80 Labelle, LLC
4362 Northlake Boulevard, Suite 213
Palm Beach Gardens, Florida 33410
Attention: Ross Kirchman
Email: rkirchman@ecpdev.com

With a copy to:

SR80 Labelle, LLC
7800 NE Palm Way
Boca Raton, FL 33487
Attention: Alex Daszkal

Email: alex@daszkal.com
And a copy to:

Burr & Forman, LLC
50 North Laura Street, Suite 3000
Jacksonville, Florida 32202
Attention: B.J. Ibach
Email: bibach@burr.com

(j) No Agency. Nothing in this REA shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers, or of any other such association.

(k) Governing Law and Venue. The laws of the State of Florida shall govern the REA, without regard to any principles of conflicts of law. Any legal action instituted hereunder shall be brought in the courts having jurisdiction over Hendry County, Florida.

(l) Amendment. This REA may not be changed or terminated without the written consent of the owners of the Parcels, and shall be set forth in an amendment recorded in the official records of Hendry County, Florida.

(m) Litigation Costs. In the event a party files a lawsuit to enforce this REA or any provisions contained herein, the party prevailing in such action shall be entitled to recover, in addition to all other remedies or damages to which it may be entitled under this REA, reasonable attorneys' fees and court costs incurred in such lawsuit.

(n) Severability. In the event any provision or portion of this REA is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(o) No Waiver. No waiver of any default of any obligation of either party shall be implied by any omission of the other party to take any action with respect to such default.

(p) No Termination for Breach. No breach, whether material or not material, of the provisions of this REA shall entitle either party to cancel, rescind or otherwise terminate this REA, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this REA.

(q) Time of Essence. Time is of the essence with respect to each and every provision of this REA.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, RaceTrac and SR80 have caused this REA to be executed on the date first stated above.

RACETRAC:

RACETRAC, INC.,
a Georgia corporation

[Signature]
Witness Name: RUAN NUÑEZ
Address: 200 GALLINA PKWY SE, #900
ATLANTA, GA 30337

By: [Signature]
Name: Trey Spivey
Title: Vice President of Real Estate

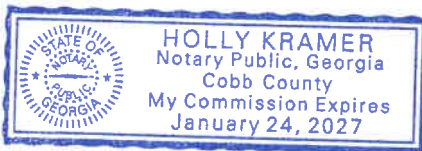
[Signature]
Witness Name: JUNE PEARSON
Address: 200 GALLINA PKWY SE #900
Atlanta, GA 30339

STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th 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

SIGNATURES CONTINUE ON FOLLOWING PAGE

SR80:

SR80 LABELLE, LLC,
a Florida limited liability company

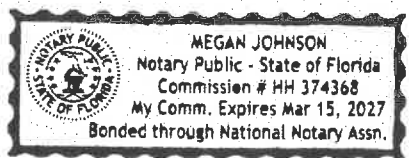
[Signature]
Witness Name: Russ Kirkman
Address: 321 Riverside Dr
Palm Beach Gardens FL 33460

By: [Signature]
Name: Alex Daszkal
Title: Manager

[Signature]
Witness Name: Gustavo Perea
Address: 19314 Glenmar Dr
West Palm Beach, FL

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of May, 2024 by Alex Daszkal, as Manager of SR80 Labelle, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.



[Signature]
Notary Public
Megan Johnson
Printed Name

EXHIBIT "A"

RaceTrac Parcel

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.

PARCEL CONTAINS 295,525 SQUARE FEET, 6.78 ACRES, MORE OR LESS

EXHIBIT "B"

Legal Description of SR80 Parcel

Lot 2:

LOT 2, LEGAL DESCRIPTION

A PARCEL OF LAND 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 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

EXHIBIT "C"

Adjacent Parcel Legal Description

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 "D"

Permanent Access Easement Area

[Insert Legal Description and Depiction]

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

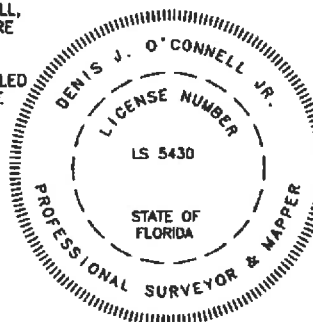
LEGAL DESCRIPTION OF ACCESS EASEMENT

AN EASEMENT 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 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°46'27", 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.69°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.

PARCEL CONTAINS 64,329 SQUARE FEET, OR 1.48 ACRES, MORE OR LESS

THIS INSTRUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DENIS J. O'CONNELL, JR. USING A DIGITAL SIGNATURE AND DATE. PRINT COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



**Denis J.
O'Connell
Jr.**


Digitally signed by
Denis J. O'Connell Jr.
Date: 2024.04.19
10:49:10 -04'00'

BY: DENIS J. O'CONNELL JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5430

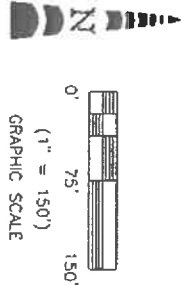
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

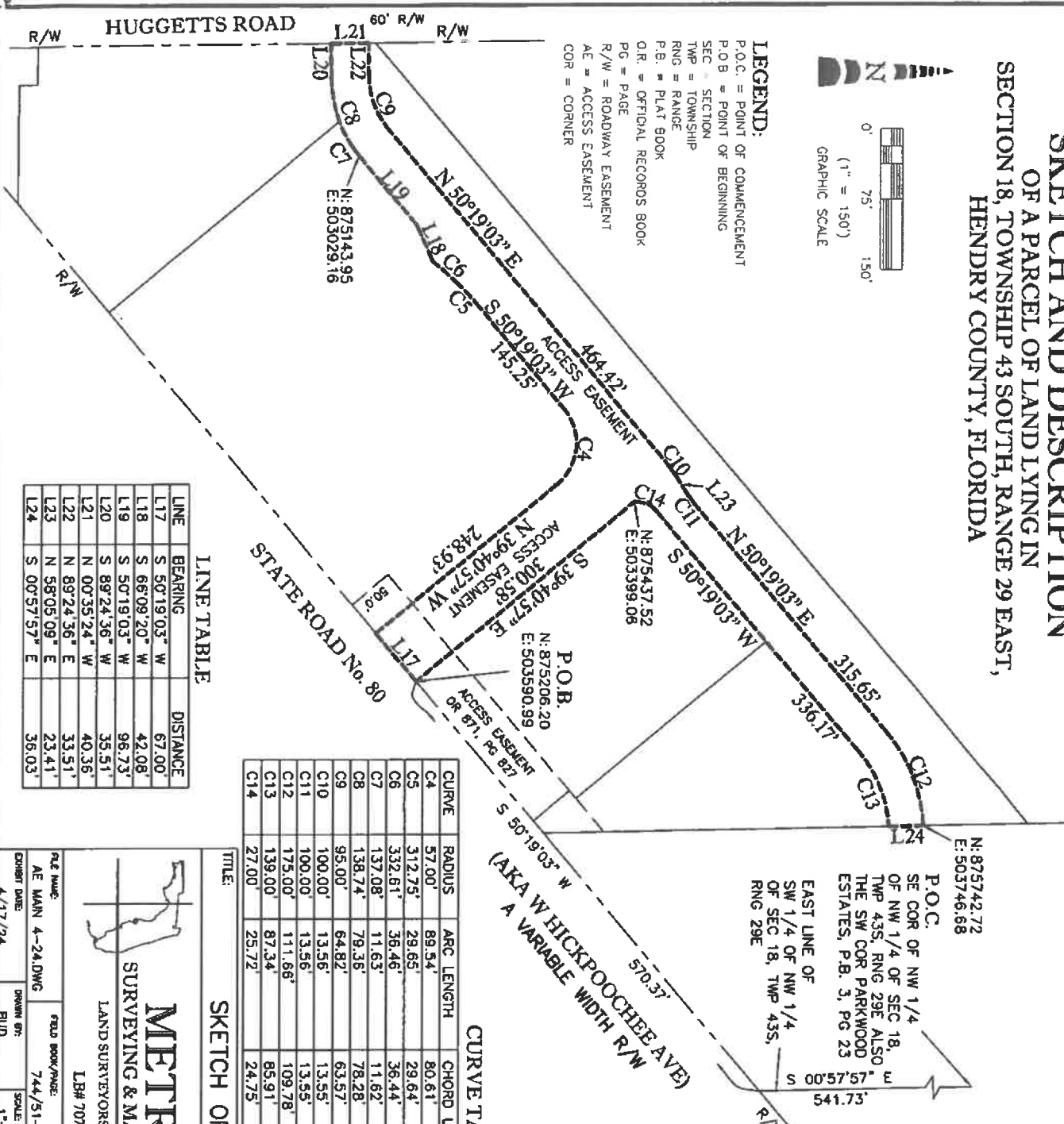
- BEARINGS ARE BASED ON THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 80 AS BEING S.50°19'03"W.
- DISTANCES ARE IN FEET AND DECIMALS THEREOF.
- PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
- THE STATE PLANE COORDINATES 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.
- RECORDING INFORMATION SHOWN HEREON REFERS TO THE PUBLIC RECORDS OF HEDRY COUNTY, FLORIDA.

TITLE: LEGAL DESCRIPTION			
		METRON SURVEYING & MAPPING, LLC LAND SURVEYORS-PLANNERS L.B# 7071	
10970 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457		www.metronfl.com	
FILE NAME: 15437SK RT 4-24	FIELD BOOK/PAGE: 744/51-52	PROJECT NO.:	SHEET:
		15437	1 OF 2
ISSUE DATE: 4/16/24	DRAWN BY: BUD	SCALE: 1" = 150'	CHECKED BY: DJO
			FILE NO. (S-T-R) 18-43-29

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
 - RNG. = 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 50°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 89°24'36" E	33.51'
L23	N 58°05'09" E	23.41'
L24	S 00°57'57" E	36.03'

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'	29.65'	29.64'	S 47°44'59" W	5°25'57"
C6	332.61'	36.46'	36.44'	S 42°03'26" W	6°16'48"
C7	137.08'	11.63'	11.62'	S 52°44'50" W	4°51'35"
C8	138.74'	79.35'	78.28'	S 73°04'06" W	32°46'27"
C9	95.00'	64.82'	63.57'	N 69°51'49" E	39°05'33"
C10	100.00'	13.56'	13.55'	N 54°12'06" E	7°46'06"
C11	100.00'	13.56'	13.55'	N 54°12'06" E	7°46'06"
C12	175.00'	111.86'	109.78'	N 68°35'49" E	36°33'33"
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

METRON
SURVEYING & MAPPING, LLC

LAND SURVEYORS-PLANNERS

LB# 7071

10970 S. CLEVELAND AVE.
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-6575
FAX: (239) 275-6457
www.metronllc.com

FILE NAME: AE MAIN 4-24.DWG
DRAWN BY: BUD
DATE: 4/17/24

FIELD BOOK/PAGE: 744/51-52
SCALE: 1" = 150'
CHECKED BY: DJO

PRODUCT NO.: 15437
SHEET: 2 OF 2
FILE NO. (S-1-#): 18-43-29

- 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 HENRY COUNTY, FLORIDA.

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

P.O.C.
SE COR OF NW 1/4
OF NW 1/4 OF SEC 18,
TWP 43S, RNG 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,
RNG 29E

S 00°57'57" E
541.73'

P.O.B.
N: 875206.20
E: 503590.99

ACCESS EASEMENT
OR 871, PG 827

ACCESS EASEMENT
390.38'
N 39°40'57" E
248.93'

ACCESS EASEMENT
464.42'
S 50°19'03" W
145.25'

N: 875437.52
E: 503399.08

C10, C11
S 50°19'03" W

L23
N 50°19'03" E

315.65'

336.17'

C12

N: 875742.72
E: 503746.68

EXHIBIT "E"

Site Plan

[Insert]

EXHIBIT "F"

Frontage Drive Easement Area

[Insert Legal Description and Depiction]

*This instrument prepared by
and after recording return to:*
Racetrac, Inc.
200 Galleria Parkway, Suite 900
Atlanta, Georgia 30339
Attn: Corporate Counsel -- Real Estate

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (this "REA") is made effective as of the ^{29th} day of MAY, 2024 (the "Effective Date") by and between **RACETRAC, INC.**, a Georgia corporation, whose address is 200 Galleria Parkway, Suite 900, Atlanta, Georgia 30339 ("**RaceTrac**"); and **SR80 LABELLE, LLC**, a Florida limited liability company, whose address is 4362 Northlake Boulevard, Suite 213, Palm Beach Gardens, Florida 33410 ("**SR80**"); who, subject to the terms and conditions set forth herein agree as follows:

RECITALS:

WHEREAS, RaceTrac is the owner of certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on Exhibit "A" attached hereto and made a part hereof (the "**RaceTrac Parcel**");

WHEREAS, SR80 is the owner of (i) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on Exhibit "B" attached hereto and made a part hereof (the "**SR80 Parcel**") and (ii) that certain real property lying and being in Hendry County, Florida, as more particularly described or depicted on Exhibit "C" attached hereto and made a part hereof (the "**Adjacent Parcel**");

WHEREAS, RaceTrac and SR80 desire to create and reserve certain easements, covenants, conditions and restrictions relating to development of the RaceTrac Parcel, the SR80 Parcel and the Adjacent Parcel (collectively, the "**Parcels**" or the "**Overall Property**") for matters of ingress, egress and access to and from the Parcels, use restrictions, signage restrictions, and drainage to benefit the present and future owners of the Parcels and their respective occupants, tenants, customers, employees, agents and invitees, as set forth herein; and

WHEREAS, RaceTrac and SR80 desire to document the foregoing in this REA.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are acknowledged by RaceTrac and SR80, it is agreed and declared as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference, as though fully set forth herein.

2. **Reciprocal Access Easements.**

(a) **SR80** hereby bargains, sells, grants and conveys to RaceTrac, for the benefit of and as an appurtenance to the RaceTrac Parcel, a perpetual, non-exclusive right, privilege and easement on, over and across all driveways, roads, streets and alleys constructed and developed on the SR80 Parcel from