



Morton's property and the egress from Lake Morton property to South Florida Avenue and Palmetto Street is preserved, though the route may be altered.

3. **Utility Easement.** SunTrust hereby grants and conveys to Lake Morton, its successors and assigns, a utility easement serving the Adjacent Land, over and across the property described on attached Exhibit "D" (the "Utility Easement"). The Utility Easement shall be for electric, telephone and cable. SunTrust shall have the right to relocate the existing utilities on the SunTrust Property which serve the Adjacent Land to the Utility Easement, at the sole and exclusive cost and expense of SunTrust, and provided SunTrust complies with all of the requirements of the City of Lakeland and the other utility suppliers, including granting such easements to the City of Lakeland and such utility suppliers as the City of Lakeland or such utility supplier shall reasonably require and provided there is no interruption in service to the Adjacent Land, except for a brief period to cut over service. The Utility Easement shall accommodate the existing utilities and any reasonable expansion of such utilities, limited to electric, telephone and cable, so long as any such expansion is at the sole cost and expense of Lake Morton. Further, in the event SunTrust ever deems it necessary to relocate any of the utilities to a location other than within the Utility Easement, Lake Morton agrees to cooperate with SunTrust in such relocation, provided any such relocation is at the sole cost and expense of SunTrust and all of the utility suppliers agree to such relocation, and provided there is no interruption in service to the Adjacent Land, except for a brief period to cut over service. In the event of such relocation of the utilities to a location outside of the Utility Easement, the parties shall enter into an amendment to this Agreement for the purpose of establishing a new location of the Utility Easement based upon the relocated utility lines which shall release any portion of the Utility Easement which is not located within the new Utility Easement.

4. **Restrictions.** The use of the Access Easement and the Utility Easement (collectively referred to herein as the "Easements") by Lake Morton, or its successors and assigns, is subject to the following restrictions:

- A. Lake Morton may not construct any improvements of any kind on the Easements, except to the extent necessary to use the Utility Easement for the purposes intended.
- B. Lake Morton shall use the Access Easement in a manner which does not interfere with the reasonable use of the SunTrust Property.
- C. The Access Easement shall at all times serve as secondary, not primary, ingress and egress to the Adjacent Land.
- D. The Easements are granted solely for the benefit of the Adjacent Land.

5. **Term and Termination.** The Easements are perpetual, non-exclusive easements; provided, however, the Access Easement shall cease and terminate upon any assemblage of other property with the Adjacent Land, if such assemblage results in the development or construction of a structure or structures greater than ten thousand (10,000) square feet, in aggregate.

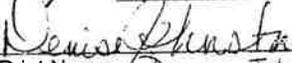
6. **Benefit.** The Easements are intended to be for the benefit of Lake Morton and its successors in title, shall run with the title to the Adjacent Land and be appurtenant to the

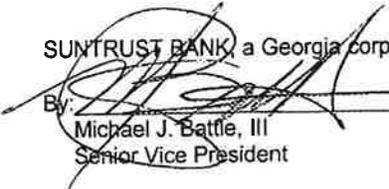
title to the Adjacent Land. The Easements are intended to be binding upon SunTrust and its successors in title.

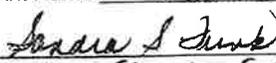
7. **Modification or Amendment.** Any provision of this Agreement may be modified, rescinded or amended in whole or in part, only with the consent of SunTrust and Lake Morton, or their successors and assigns.

8. **Specific Performance.** Without limitation of the remedies of either party, SunTrust's and Lake Morton's obligations hereunder shall be subject to a decree for specific performance by any court of competent jurisdiction.

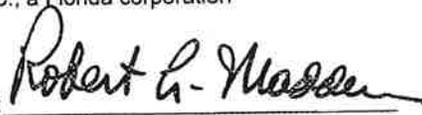
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

  
Print Name: John D. Hooper  
  
Print Name: Denise Johnston

SUNTRUST BANK, a Georgia corporation  
By:   
Michael J. Battle, III  
Senior Vice President

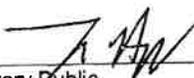
  
Print Name: C. M. FEAR  
  
Print Name: SANDRA S. FUNK

LAKE MORTON, LTD.,  
a Florida limited partnership  
By Its General Partner:  
THE MORTON GROUP OF LAKELAND,  
INC., a Florida corporation

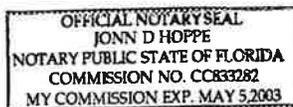
By:   
Robert L. Madden  
President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing Instrument was acknowledged before me this 5<sup>th</sup> day of September, 2002, by Michael J. Battle, III as Senior Vice President of SunTrust Bank, a Georgia corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF FLORIDA  
COUNTY OF POLK



The foregoing Instrument was acknowledged before me this 5<sup>th</sup> day of September, 2002, by Robert L. Madden as President of The Morton Group of Lakeland, Inc., General Partner of Lake Morton, Ltd., a Florida limited partnership, who is personally known to me or who produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 1-7-2005

EXHIBIT "A"

Lot 5 and Lot 8, of DRANE'S FIRST ADDITION TO LAKE LAND, FLORIDA, according to the map or plat thereof as recorded in Plat Book 4, Page 6, public records of Polk County, Florida, LESS AND EXCEPT land conveyed to the City of Lakeland by deed recorded in Official Records Book 2158, Page 1202, public records of Polk County, Florida, and also LESS AND EXCEPT right-of-way for State Road 37 South (Florida Avenue).

EXHIBIT "B"

Lot 6, less the South 15 feet of the West 65 feet thereof, of DRANE'S FIRST ADDITION TO LAKELAND, FLORIDA, according to the map or plat thereof recorded in Plat Book 4, Page 6, public records of Polk County, Florida.

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## Exhibit "C"

### Access Easement

#### DESCRIPTION: ( INGRESS/EGRESS EASEMENT NO. 1 )

An easement for ingress and egress over and across a portion of Lot 5 and Lot 8, of Drane's First Addition to Lakeland, Florida as recorded in Plat Book 4, Page 6 of the Public Records of Polk County, Florida described as follows:

Commence at the Southwest corner of said Lot 8; thence S 89° 39' 33" E, as a reference bearing along the North right of way line of Palmetto Street for a distance of 155.94 feet to the Point of Beginning; thence N 00° 20' 27" E, for a distance of 28.13 feet; thence N 29° 55' 27" E for a distance of 33.51 feet; thence N 00° 20' 27" E for a distance of 114.37 feet; thence N 89° 39' 33" W, for a distance of 163.80 feet; thence N 59° 13' 31" W, for a distance of 11.30 feet to the East right of way line of Florida Avenue; thence N 00° 00' 06" W, along said East right of way line, for a distance of 20.86 feet; thence S 59° 39' 33" E, for a distance of 14.91 feet; thence S 89° 39' 33" E, for a distance of 187.13 feet to the Easterly boundary of said Lot 5; thence S 00° 00' 00" W, along said Easterly boundary, for a distance of 34.38 feet; thence S 35° 20' 58" W, for a distance of 11.47 feet; thence S 00° 20' 27" W, for a distance of 104.71 feet; thence S 29° 55' 27" W for a distance of 25.41 feet; thence S 00° 20' 27" W for a distance of 20.17 feet to the said North right of way line of Palmetto Street; thence N 89° 39' 33" W, along the said North right of way line for a distance of 24.00 feet to the Point of Beginning.

#### DESCRIPTION: (INGRESS/EGRESS EASEMENT NO. 2)

An easement for ingress and egress over and across a portion of Lot 5 and Lot 8, of Drane's First Addition to Lakeland, Florida as recorded in Plat Book 4, Page 6 of the Public Records of Polk County, Florida described as follows:

Commence at the Southwest corner of said Lot 8; thence S 89° 39' 33" E, as a reference bearing along the North right of way line of Palmetto Street for a distance of 155.94 feet; thence N 00° 20' 27" E, for a distance of 24.27 feet to the Point of Beginning; thence N 89° 39' 33" W for a distance of 118.72 feet; thence N 67° 09' 33" W for a distance of 14.23 feet; thence N 44° 39' 33" W for a distance of 11.23 feet; thence N 22° 09' 33" W for a distance of 14.78 feet; thence N 00° 20' 27" E for a distance of 120.33 feet to a point on the southerly line of ingress and egress easement No. 1; thence S 89° 39' 33" E, along said southerly line for a distance of 20.00 feet; thence S 00° 20' 27" W for a distance of 122.50 feet; thence S 44° 39' 33" E for a distance of 9.72 feet; thence S 89° 39' 33" E for a distance of 126.61 feet to a point on the westerly line of said ingress and egress easement No. 1; thence S 29° 55' 27" W along said westerly line for a distance of 16.27 feet; thence S 00° 20' 27" W, continuing along said westerly line for a distance of 3.85 feet to the Point of Beginning.

## **Exhibit "D"**

### **Utility Easement**

An easement for utilities over and across the East 9.0 feet of the South 50.0 feet of Lot 5 and the East 9.0 feet of Lot 8, of Drane's First Addition to Lakeland, Florida as recorded in Plat Book 4, Page 6, of the Public Records of Polk County, Florida.