

Prepared by and return to:
Dean W. Birch, Esquire
Gatlin & Birch, P.A.
6920 W. Linebaugh Ave., Suite 101
Tampa, Florida 33625

PREMIUM TITLE, INC.
14150 Sixth Street
Dade City, Florida 33525

EASEMENT AGREEMENT

THIS AGREEMENT (the Agreement) is made and entered into this 27th day of April, 2012, by and between Teramore Development, LLC, a Georgia limited liability company (hereinafter sometimes referred to as "Teramore"), whose address is P.O. Box 6460 Thomasville GA 31788 and John M. Nicolette, Robert R. Bott and Vicki Reed-Bott (hereinafter some times referred to as "Grantee"), whose address is P.O. Box 69 San Antonio TX 73516.

WITNESSETH:

WHEREAS, Teramore owns certain real property legally described in "Exhibit A", which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as "Parcel A");

WHEREAS, Grantee owns certain real property legally described in "Exhibit B", which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as "Parcel B"), which abuts, and is contiguous to, a portion of Parcel A, and which abuts, and is contiguous to, a portion of the "Easement Property" hereinafter described;

WHEREAS, Parcel A is currently undeveloped, however, Teramore has just acquired Parcel A from Grantees and intends to develop Parcel A for use by a retail store;

WHEREAS, Parcel B is currently undeveloped, however, Grantee intends to fully develop part and/or all of Parcel B at one or more times in the future, and Grantee needs and desires certain easements from Teramore to facilitate such full development of Parcel B;

WHEREAS, Teramore desires to convey and grant, to Grantee, as more specifically set forth below in this Agreement, perpetual and appurtenant non-exclusive easements on, under, through and over a portion of Parcel A, which easement area is legally described in "Exhibit C" which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "Easement Property"); and

WHEREAS, the intent of the parties hereto is that the development(s) on Parcels A and Parcel B both share use of the Easement Property for the development of Parcel A and Parcel B pursuant to, and subject to, the terms, provisions and conditions in this Agreement.

NOW, THEREFORE, for and in consideration of \$10.00, the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, the parties hereto hereby covenant and agree as follows:

1. Recitals. The recitals set forth above are true and correct, and are incorporated herein by reference.

2. Grant of Access Easement. Teramore hereby gives, grants, bargains, sells and conveys to and for the benefit and use of Grantee, and appurtenant to and for the benefit of Parcel B, a perpetual non-exclusive ingress and egress access easement over, upon, through and across the Easement Property, for vehicular, trailer, equipment and pedestrian access and traffic to and from Parcel B to and from Florida State Road 52 (as it now exists and as it may exist in the future), and to any and all improvements now and/or hereafter existing on Parcel B.

The easement created pursuant to this paragraph may also be used by police, fire, rescue, emergency medical and ambulance department and services for the purpose of rendering their respective services to both Parcels A and B, and such easement may also be used by agents and employees of private and public utility companies servicing both Parcels A and B, as well as delivery, trucking and courier services.

Notwithstanding the foregoing, Grantee may not use this easement for any use which violates the covenants or restrictions set forth in the "Agreement of Covenants and Restrictions" (the "Restrictions") entered into by and between the parties hereto, which applies to Parcel A, Parcel B and the Easement Parcel.

3. Sidewalk Construction. If a governmental entity requires a sidewalk for pedestrian use over the Easement Property pursuant to, or arising out of, the zoning, land use and/or permitting of improvements for use or improvement of Parcel B, then Teramore shall, at Teramore's sole cost and expense, promptly construct the part of said sidewalk required to be located on the Easement Property, as, how and where required, and shall thereafter (on an ongoing basis) promptly repair and maintain such part of the sidewalk and keep said part of the sidewalk in compliance with all applicable Laws.

4. Scope of Easements; Permitted Uses; Consent and Joinder. The easements granted herein are perpetual easements, and not licenses. The rights, obligations and easements created by this Agreement shall be perpetual in duration and shall run with, be appurtenant to and benefit, Parcel B and any uses and improvements of or to parcel B, and benefit any and all successors, assignees, transferees and grantees of Parcel B, and the burden of said rights, obligations and easements shall run with the Easement Property. In addition, the rights and obligations of Teramore pursuant to this Agreement are appurtenant to Parcel A, and shall be binding upon and inure to the benefit of any and all successors, assignees, transferees and grantees of Parcel A.

Use of the easements granted in this Agreement is not constrained to the current use being made of Parcel B, the current level or frequency of use of the Easement Property, the present buildings or improvements on Parcel B (if any), nor any present means of transportation. Teramore agrees to support, consent to, and join in (if needed by Grantee),

any and all permit requests and development approvals necessary or desired by Grantee for the use of any of the easements in this Agreement so long as such use(s) is/are not in violation of the Restrictions and do not cause Teramore to incur any material cost or expense.

5. Rights of Grantee, and its Successors, Assigns, Invitees, etc. The rights and easements created pursuant to this Agreement, and the right to use and enjoy such easements, shall inure to the benefit of Grantee, and their/its successors, assigns, grantees, transferees, legal representatives, employees, officers, members, guests, tenants, subtenants, licensees, customers, agents, contractors and invitees, and to the successors, assigns, grantees, transferees, legal representatives, employees, officers, members, guests, tenants, subtenants, licensees, customers, agents, contractors and invitees of Grantee's successors in title, assigns, grantees and transferees.

Notwithstanding the foregoing, the rights of such employees, officers, members, guests, tenants, subtenants, licensees, customers, agents, contractors and invitees to use such easements shall be derived from and limited to the rights of Grantee (and its successors in title, assigns, grantees, transferees) and the owner(s) of Parcel B, solely for the purposes and scope described herein, and no independent easement rights shall be created by this Agreement as to any employees, officers, members, guests, tenants, subtenants, licensees, customers, agents, contractors and invitees, whose use of such easements and the Easement Property shall be solely with the permission or consent of the then current owner(s) of Parcel B, which permission or consent may be withdrawn or revoked at any time by the then current owner(s) of Parcel B.

6. No Obstructions or Parking, etc. The Easement Property is primarily intended to be used by the parties hereto, and their successors and assigns, as an entrance and road to allow access from Parcel A and Parcel B to and from Florida State Road 52 (as it now exists and as it may exist in the future). Other than pavement, curbing, landscaping and lighting (none of which may materially obstruct use of the Easement Property for ingress/egress to Parcel B or Parcel A or cause a violation of any applicable Law), no building, structure, sign, or any obstruction shall be placed, left or constructed by Teramore or Grantee (nor either party's legal representatives, successors, assigns, transferees, agents, tenant(s), employees or contractors) on the Easement Property. In addition, no parking or storage shall be allowed in the Easement Property, nor any other activity, improvement or structure which impedes, interferes with or prevents use of any easement, other than temporarily in connection with the rights and obligations of the parties hereto as set forth below in paragraph 7, none of which, however, may block or materially obstruct use of the Easement Property for ingress/egress. Both parties agree not to block off, fence or gate any of the Easement Property. In the event any curbing exists on the Easement Property (whether now or in the future), such curbing shall not interfere with the easements granted herein, and Grantee (and its successors in title) shall be entitled to one or more curb cuts so that the Easement Property can be used for full ingress/egress access to and from Parcel B.

7. Construction and Maintenance of Entryway and Turn Lane. It is the intent of the parties hereto that the Easement Property be a shared entryway and access point providing safe, efficient and convenient traffic flow to both Parcel A and Parcel B, such that both parcels can be fully developed in compliance with any and all applicable Laws, and subject to the Restrictions.

Within fifteen (15) months from the date of this Agreement, Teramore shall construct a paved entranceway and road on the Easement Property, at the sole cost and expense of Teramore, for use as a joint driveway and access point to and from Florida State Road 52, and Parcel A and Parcel B (the forgoing being hereafter referred to as the "Initial Construction"). Such entranceway and road shall be constructed no less than three (3) lanes wide unless otherwise required by the Florida DOT or any other governmental authority, and shall be constructed in compliance with any and all applicable Laws. Teramore shall construct such entranceway and road as shown in "Exhibit D", which is attached hereto and incorporated herein by reference, with pavement that connects to Parcel B as shown, and shall construct the curbs and curb cuts as shown in "Exhibit D".

In addition, Teramore also covenants and agrees to construct, as part of the Initial Construction, at its own cost and expense, any turn lane(s) on Florida State Road 52 which are required for the desired development of Parcel A by Teramore. Such turn lane(s) shall be constructed in a good and workman like manner, and shall be constructed and maintained in compliance with any and all applicable Laws.

In addition, Teramore shall construct as part of the Initial Construction, any and all drainage ditches, drainage facilities, curbing, gutters, sidewalks and any other improvements which are required for the desired development of Parcel A by Teramore, and which are necessary under, or required pursuant to, any and all applicable governmental requirements for construction of said entranceway and road and for such turn lane, if required.

Teramore further covenants and agrees to repair, maintain, rebuild and replace said entranceway and road on the Easement Property as needed in the future, such that the entranceway and road are kept and maintained in a usable and first class condition, so that all road surfaces are kept smooth and without potholes and surface problems, and so that the entranceway and road are maintained in compliance with any and applicable Laws.

The parties acknowledge that Parcel B will likely be developed after the Initial Construction by Teramore. Accordingly, subject to the provisions of paragraph 6 hereof, Grantee, and its assigns and successors in title, shall also have the right, but not the obligation, to pave, repair, maintain and improve the Easement Property, and/or any such entryway or road, for the uses allowed pursuant to this Agreement, and shall have the right to enter upon the Easement Property for such purposes. However, such improvements shall be limited to pavement, curbing, landscaping and lighting. At least fifteen (15) days prior to any such paving or improvements, Grantee shall notify Teramore of the scope of such paving and/or improvements, and the approximate date(s) thereof.

Any and all construction, upgrades, installation, maintenance, repair, replacement, inspection and relocation of or on the Easement Property, including, but not limited to, road, paving, curbs, sidewalks, irrigation, lighting, drainage, and landscaping, shall be performed by the party performing the work in a good and workman-like manner, in accordance with all applicable Laws, and in a manner so as to minimize, to the extent reasonably possible, any interruption of and interference with the use and enjoyment of the Easement Property pursuant to this Agreement.

In the event Teramore fails to complete any of the foregoing improvements (including, without limitation, the Initial Construction) within the time allotted, as and when required by the terms and conditions of this Agreement, or in the event Teramore fails to repair, maintain, rebuild and/or replace the entryway or road within fifteen (15) days of written notice of default from Grantee, then Teramore shall be in breach of this Agreement, and Grantee may construct, repair, maintain, rebuild and/or replace the entryway and/or road, the turn lane(s) and/or such other improvements, and Teramore shall pay to Grantee, upon demand, the reasonable cost and expenses incurred by Grantee in that regard, or, in addition to any other rights and remedies Grantee may have pursuant to this Agreement and/or Law, Grantee may sue Teramore for specific performance.

8. No Dedication for Public Use. Nothing contained herein shall be deemed to be a dedication of any easement area for public use, and all rights and easements herein created are private and do not constitute a grant for public use. No public dedication of any such easement area shall be made without the prior written consent of all parties to this Agreement, or their legal representatives, successors or assigns.

9. Indemnification. Each party to this Agreement (the "Indemnifying Party") will indemnify and hold harmless the other party (the "Indemnified Party") from any and all claims, losses, costs, damages (excluding consequential damages) or payment of any compensation or damages for injury to persons (including wrongful death) or damage to property caused directly by the Indemnifying Party's use of the easements or the Easement Property or caused directly by any negligent or wrongful act or omission of the Indemnifying Party, or its legal representatives, successors, assigns, grantees, transferees, guests, tenants, subtenants, invitees, licensees, agents, employees, officers, member, contractors or customers, on the Easement Property. Such agreement to indemnify and hold harmless shall not include any of the foregoing to the extent such arise out of the use of the easements or the Easement Property by the Indemnified Party, or from any negligent or wrongful act or omission of any Indemnified Party.

Promptly after receipt, by any Indemnified Party, of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity and/or hold harmless agreement provided for above may apply, the Indemnified Party shall promptly notify the Indemnifying Party of such fact, and shall immediately provide the Indemnifying Party with a summary of the claim and/or allegation as well as a copy of any and all electronic and paper documents relating to such claim and/or allegation. The Indemnifying Party shall have the right to assume the defense thereof with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it and/or other Indemnified Parties which are different from or additional to those available to the Indemnifying Party, then the Indemnified Party or Parties shall have the right, at the Indemnified Party's or Parties' sole expense, to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such Indemnified Party or Parties.

Each party shall cooperate, and take any and all reasonable actions necessary to cause its agents, employees, officers, directors, representatives, members, managers,

licensees, tenants and customers to cooperate, in the defense of any such action or claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonable requested in connection therewith.

There are no intended third party beneficiaries of this numbered paragraph.

10. Specific Performance. In the event of a default of a party to this Agreement, and in addition to any other remedies provided by this Agreement or available at law or in equity, which remedies are cumulative, the non-defaulting party (and its legal representatives, successors, assigns and transferees) shall be entitled to specific performance of this Agreement, and the prevailing party shall be entitled to recover all costs, including reasonable attorneys fees.

11. No Liens or Encumbrances; Non-Disturbance and Subordination. The parties represent and warrant that there are no persons or entities who hold any liens, encumbrances, mortgages or leases on the Easement Property which have not executed, consented to and joined in this Agreement. In the event any such person or entity executes this Agreement, such person or entity holding any mortgage, encumbrance or lien on the Easement Property hereby agrees that such mortgage, lien and/or encumbrance is subordinate to this Agreement, and further agrees that in the event of foreclosure against the Easement Property, they will not foreclose out or terminate this Agreement nor the easement rights granted herein. Additionally, any subsequent lienholder, mortgage holder, or encumbrancer on the Easement Property shall be subject and subordinate to the terms, conditions and provisions of this Agreement.

12. Construction of this Agreement. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction, and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions hereof. This Agreement shall be construed, governed, interpreted and enforced in accordance with the Laws of the State of Florida. If any clause, sentence, paragraph or portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect. Failure of any party hereto in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver or failure had occurred.

13. Waiver of Trial by Jury. To the maximum extent permitted by law, the parties agree to, and do hereby, waive all rights, if any, to trial by jury in any action, proceeding, cross-claim or counterclaim on any matter whatsoever arising out of, or in any way connected with or related to, this Agreement.

14. No Bankruptcy. The parties warrant and represent to each other that they are not presently in bankruptcy, have not filed bankruptcy, have not discussed with any attorney

within the past six (6) months the possibility of filing bankruptcy, and neither party has been threatened in the last six months with the filing of an involuntary bankruptcy.

15. Limited Liability Company Status and Authority. Teramore warrants and represents that Teramore is a duly organized and validly existing Georgia Limited Liability Company and that the execution, delivery, and consummation of this Agreement has been duly and effectively authorized and approved by all of the members and managers of that company, that the consummation of this Agreement will not require the consent of any person or organization that has not heretofore been obtained, and that Grantee may rely on these representations until written notice to the contrary is received. Additionally, the person executing this Agreement on behalf of Teramore hereby warrants and represents that he is duly authorized and empowered, by all of the members and managers, and by the operating agreement of the company, to execute and enter into this Agreement on behalf of the company and is authorized and empowered to execute and deliver all documents necessary to consummate this Agreement.

16. Grantee Authority. Each Grantee represents and warrants that there are no unrecorded contracts, agreements, order, or limitations actually known to such Grantee which prevent or limit such Grantee's ability to enter into and perform such Grantee's obligations under this Agreement, and, to each Grantee's actual knowledge, the consummation of this Agreement will not require the consent of any person or organization that has not heretofore been obtained, and that Teramore may rely on these representations until written notice to the contrary is received.

17. Miscellaneous. This Agreement shall be recorded in the Official Records of Pasco County, Florida. The parties hereto covenant and agree that non-use of any of the easements granted in this Agreement shall not constitute an abandonment or waiver of any such easement, nor serve to terminate this Agreement or any of the easements granted herein. The parties hereto further agree that this Agreement, and the easements granted herein, may only be terminated by a writing, signed by all then current owners of Parcel B and Parcel A and specifically providing for the termination of this Agreement, which writing must be recorded in the Official Records of Pasco County, Florida, and the easements set forth in this Agreement may not be terminated or rendered unenforceable due to any adverse use or possession by Teramore or any other person or entity. This Agreement may not be modified in any respect whatsoever, or rescinded, in whole or part, except with the prior written consent of all parties hereto, or their respective legal representatives, successors, assigns or transferees, as well as any holders of any recorded real estate mortgages, which modification or amendment must be set forth in a written instrument duly recorded in the Official Records of Pasco County, Florida. This Agreement may not be changed or terminated orally, nor by any course of conduct or non-use. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Agreement. The paragraph headings in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision in it. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions hereof. Moreover, each and every provision of this Agreement shall be construed as though all parties hereto participated equally in the drafting thereof.

The terms "Law" or "Laws," as used in this Agreement, shall mean and include any present and future applicable law, statute, common law, rule, regulation, code, permit and/or ordinance.

18. No Cross Parking or Signage. This Agreement shall not be construed as a cross easement for parking on the properties owned by the respective parties, and no signs or signage may be constructed on the Easement Property.

TERAMORE: TERAMORE DEVELOPMENT, LLC, a Georgia Limited Liability Company

Tom Hodges
Witness as to Teramore

By: [Signature]
Steve Hubstutler Member/Manager

Tom Hodges
Printed Name

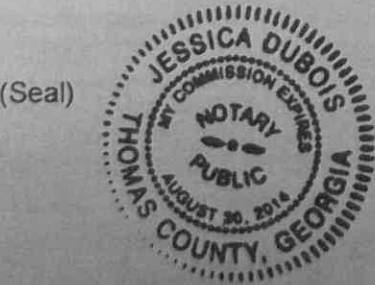
Jessica Cheney
Witness as to Teramore

Jessica Cheney
Printed Name

G:\My Documents\Dean\Nicolette\Sale to Teramore (Dollar General)\Easement\Easement Agreement - G&B - Draft 9 - Clean Final.doc

STATE OF FLORIDA Georgia
COUNTY OF Thomas

The foregoing instrument was acknowledged before me this 24th day of April, 2012, by Steve Hubstutler, as Owner (Title) of **TERAMORE DEVELOPMENT, LLC**, a Georgia Limited Liability Company, on behalf of the company, who is (Check One Please): personally known to me; or who has produced _____ as identification.



NOTARY PUBLIC:
Sign: [Signature]
Print: Jessica Dubois
Title: Notary Public-State of Florida Georgia

Signature Lines Continued on Following Page

[Signature]
Witness as to Nicolette

Sharon B Sumner
Printed Name

[Signature]
Witness as to Nicolette

JEANIE GERMAIN
Printed Name

GRANTEE:

[Signature]
John M. Nicolette

[Signature]
Vicki...

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 27th day of April, 2012, by John M. Nicolette, who is (Check One Please): personally known to me; or who has produced _____ as identification.

(Seal) Sharon B. Sumner
Notary Public-State of Florida
Commission # DD 902132
Expires 7/19/2013
Bonded thru 1-888-Notary1

NOTARY PUBLIC:

Sign: [Signature]

Print: Sharon B Sumner

Title: Notary Public-State of Florida

Signature Lines Continued on Following Page

[Signature]
Witness as to the Botts

DONNA M Gibbs
Printed Name

[Signature]
Robert R. Bott

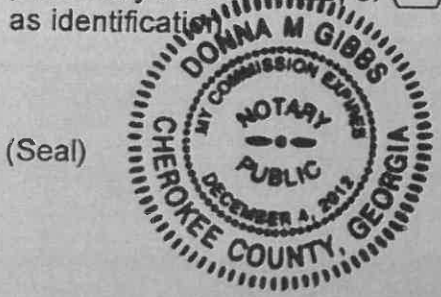
[Signature]
Witness as to the Botts

Kaci Bledsoe
Printed Name

[Signature]
Vicki Reed-Bott

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Cherokee

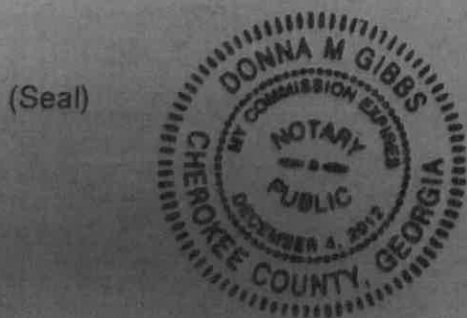
The foregoing instrument was acknowledged before me this 27th day of April, 2012, by Robert R. Bott, who is (Check One Please): personally known to me; or who has produced _____ as identification.



NOTARY PUBLIC:
Sign: [Signature]
Print: DONNA M Gibbs
Title: Notary Public-State of Florida GA

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me this 27th day of April, 2012, by Vicki Reed-Bott, who is (Check One Please): personally known to me; or who has produced _____ as identification.



NOTARY PUBLIC:
Sign: [Signature]
Print: DONNA M Gibbs
Title: Notary Public-State of Florida GA

EXHIBIT "A"
(Parcel A Legal)

PARCEL A:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 18 OF THE PROPOSED SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 20 EAST, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF SAID BLOCK 18, RUN N-00°09'36"-E, 28.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 52, FOR A POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF BLOCK 18, N-00°09'36"-E, 450.00 FEET, THENCE LEAVING SAID LINE AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 52, S-89°59'40"-E, 151.00 FEET, THENCE S-00°09'36"-W, 370.00 FEET, THENCE S-89°59'40"-E, 20.00 FEET, THENCE S-00°09'36"-W, 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 52, THENCE ALONG SAID LINE N-89°59'40"-W, 171.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.596 ACRES MORE OR LESS.

EXHIBIT "B"
(Parcel B Legal)

PARCEL B:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 18 OF THE PROPOSED SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 20 EAST, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF SAID BLOCK 18, RUN N-00°09'36"-E, 28.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 52, THENCE CONTINUE ALONG THE WEST LINE OF BLOCK 18, N-00°09'36"-E, 450.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N-00°09'36"-E, 146.35 FEET TO THE NORTH LINE OF BLOCK 18, THENCE ALONG SAID LINE S-89°52'33"-E, 303.33 FEET TO THE EAST LINE OF BLOCK 18, THENCE ALONG SAID LINE S-00°05'03"-W, 595.72 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 52, THENCE ALONG SAID LINE N-89°59'40"-W, 133.12 FEET TO A POINT 171.00 FEET EAST OF THE WEST LINE OF BLOCK 18, THENCE PARALLEL TO THE WEST LINE OF BLOCK 18 AND LEAVING SAID RIGHT-OF-WAY LINE, N-00°09'36"-E, 80.00 FEET, THENCE N-89°59'40"-W, 20.00 FEET, THENCE NORTH 00°09'36"-E, 370.00 FEET, THENCE N-89°59'40"-W, 151.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.559 ACRES MORE OR LESS.

EXHIBIT "C"
(Easement Property Legal)

EASEMENT:

COMMENCE AT THE SOUTHWEST CORNER OF BLOCK 18 OF THE PROPOSED SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 25 SOUTH, RANGE 20 EAST, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 23, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, THENCE ALONG THE WEST LINE OF SAID BLOCK 18, RUN N-00°09'36"-E, 28.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 52, THENCE ALONG SAID RIGHT-OF-WAY LINE S-89°59'40"-E, 131.00 FEET FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND PARALLEL TO THE WEST LINE OF BLOCK 18, N-00°09'36"-E, 80.00 FEET, THENCE S-89°59'40"-E, 40.00 FEET, THENCE S-00°09'36"-W, 80.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 52, THENCE ALONG SAID LINE N-89°59'40"-W, 40.00 FEET TO THE POINT OF BEGINNING.

1/2 x 89' Easement
Property

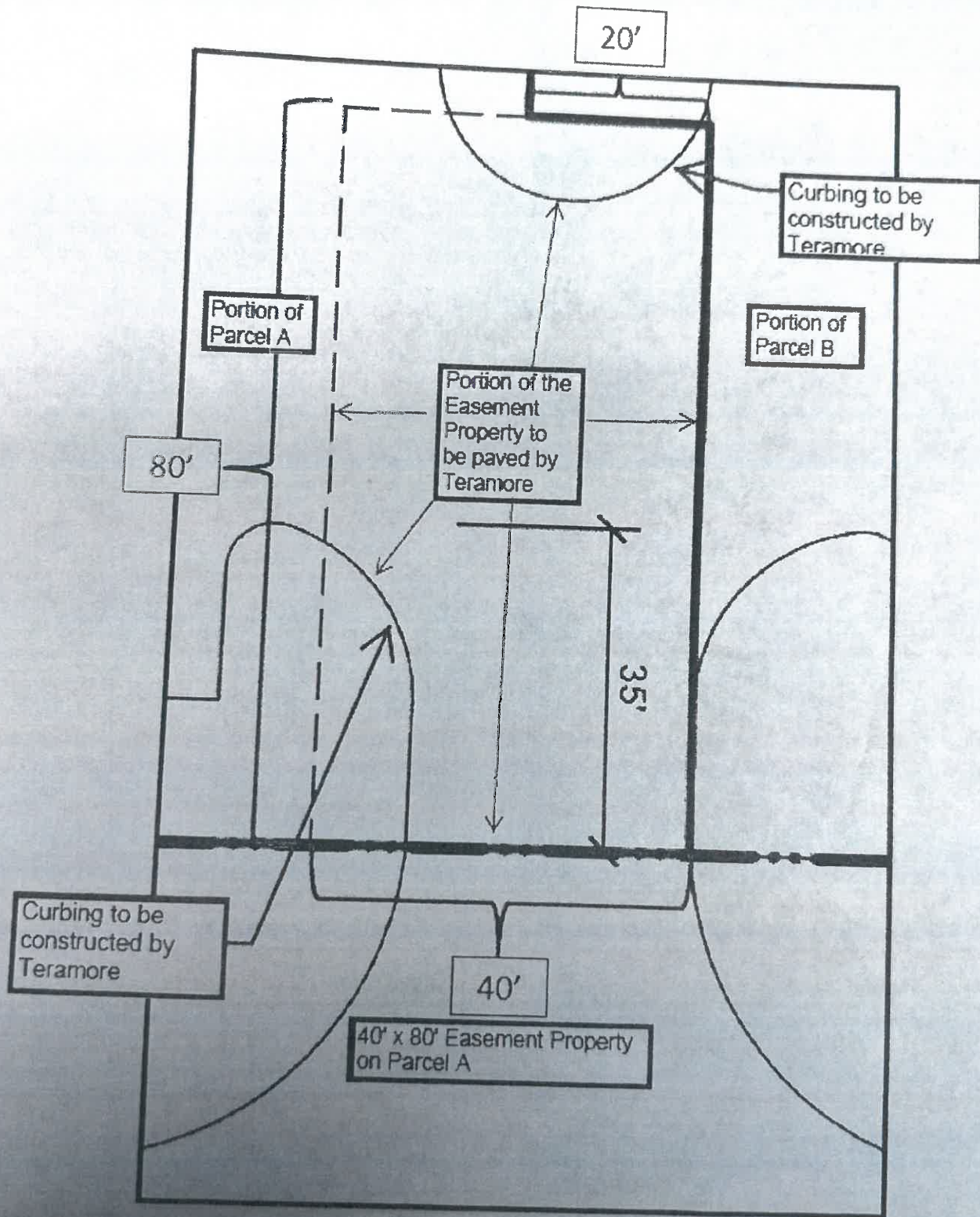


Exhibit D - Page 2 of 2

PROPOSED DRAINAGE POND
(SEE DRAINAGE PLAN)

POND
DHW 100 = 118.07
DHW 25 = 118.80
DLW = 117.4
BOTTOM = 117.0

PARCEL NO 02-25-20-0080-01800-0000
NICOLETTE JOHN M &
BOTT ROBERT R &
REED-BOTT VICKI
O.R. BOOK 4442, PG 1973
O.R. BOOK 5211, PG 709

FUTURE LAND USE:
NEIGHBORHOOD MIXED
ZONING: PUD
EXISTING USE: VACANT

CONCRETE PAD FOR
HVAC EQUIPMENT TYP.

RAMP
1:12 MAX

PROPOSED DRAIN FIELD

16' x 38'
DELIVERY
PAD

DUMPSTER PAD
W/ ENCLOSURE
18' x 16'

16' x 12' TREATED PINE
SHADOW BOX ENCLOSURE
SEE PRIVACY FENCE
DETAIL, SHEET C-770

STRIPED ISLAND
LOADING ZONE

PROPOSED
DOLLAR GENERAL
(9,026 SQ. FT.)
F.F = (120.65)

TYPE "D" CURB

ENTRY
DOORS

RAMP
1:12 MAX

EAST
20.00'(F)

PROPOSED PYLON SIGN
MIN. SETBACK: 10' FROM PROPERTY BOUNDARY
HEIGHT NOT TO EXCEED 20 FEET
MAX. AREA PER SIGN FACE NOT TO EXCEED 32 S.F.

FUTURE EGRESS

FUTURE INGRESS

TYPE "D" CURB

EXIST POWER POLE & GUY
WIRE TO BE RELOCATED

6" STABILIZED
SHOULDER (TYP.)

WEST 134.12'(F)

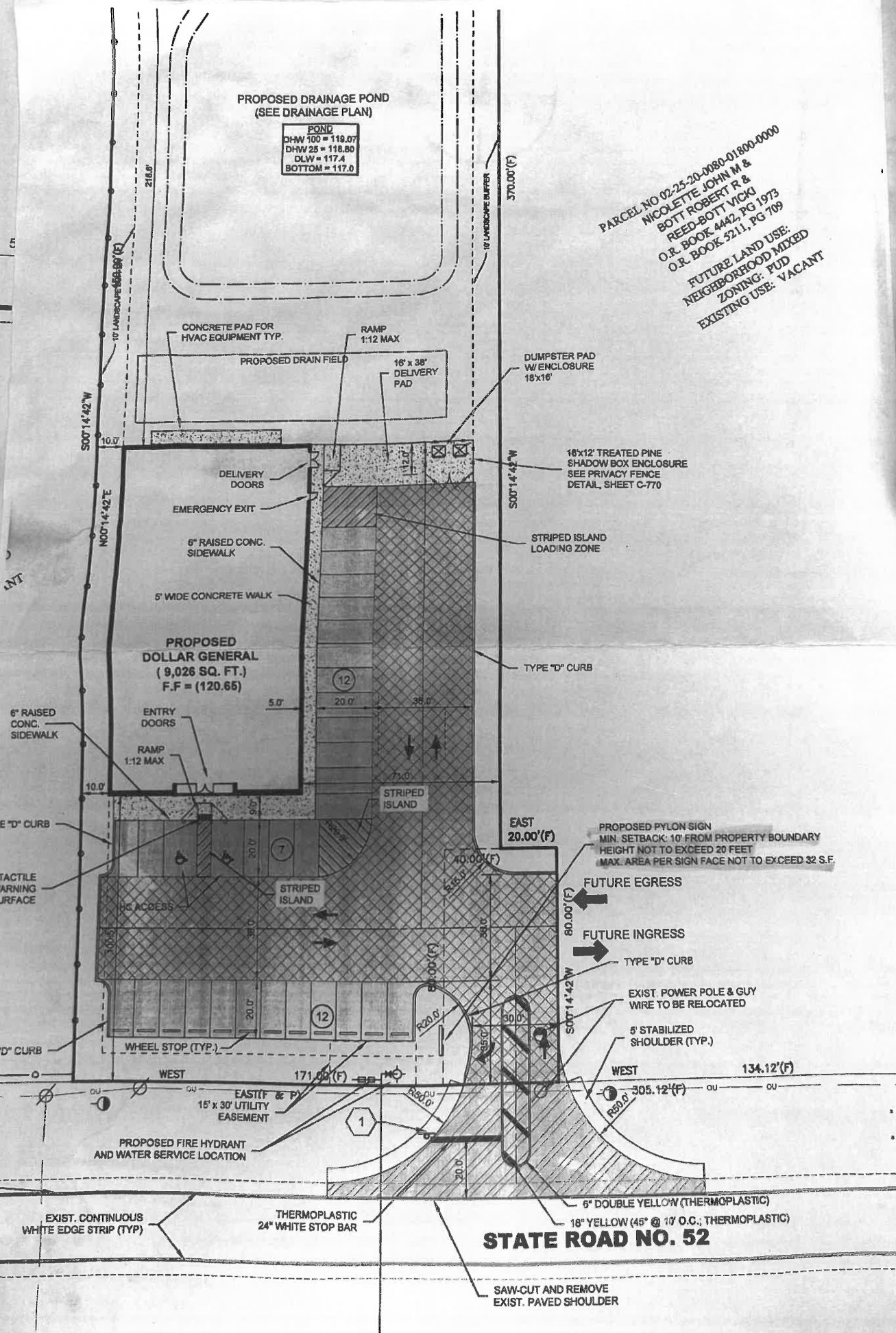
PROPOSED FIRE HYDRANT
AND WATER SERVICE LOCATION

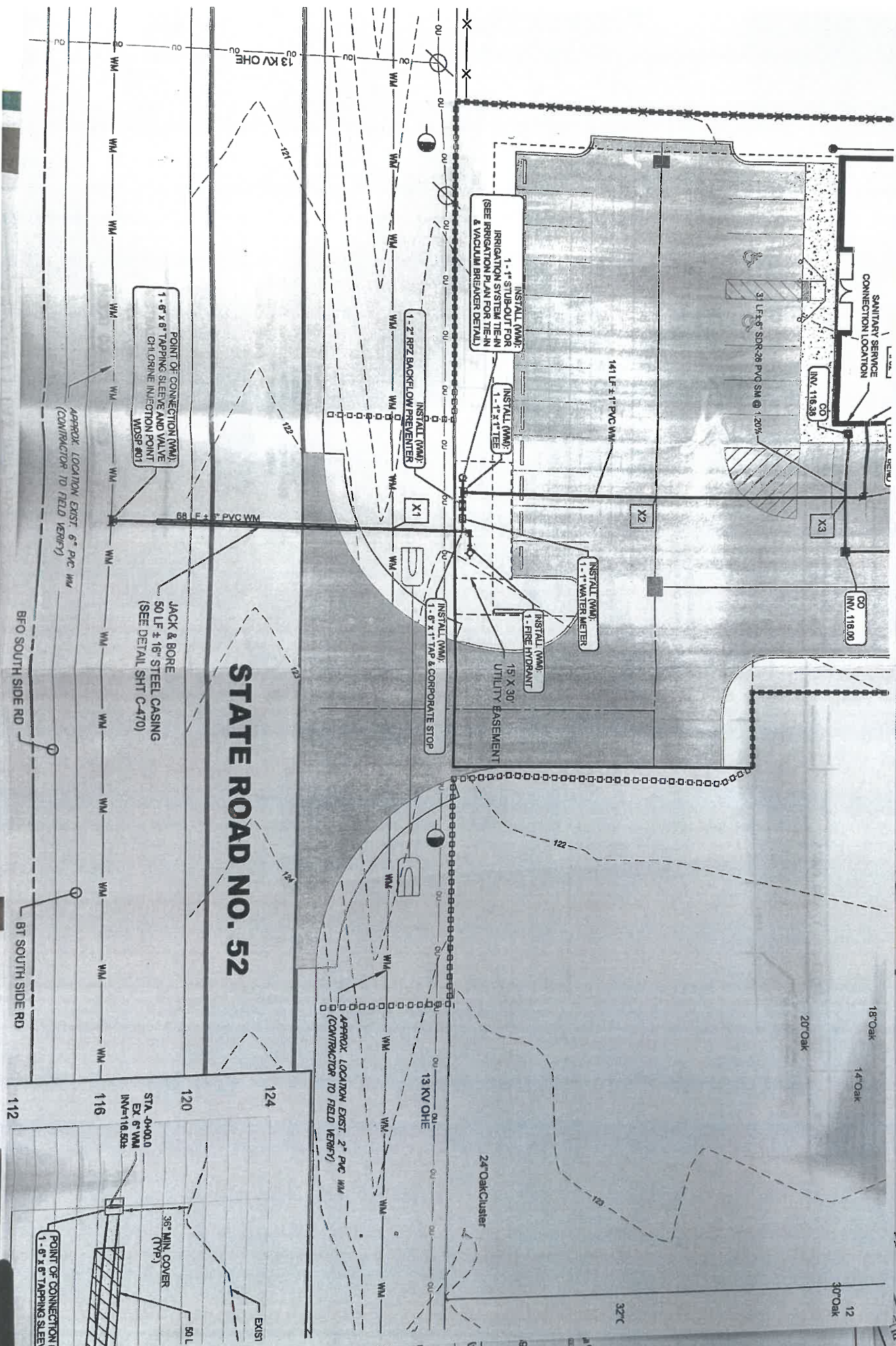
EXIST. CONTINUOUS
WHITE EDGE STRIP (TYP)

THERMOPLASTIC
24" WHITE STOP BAR

STATE ROAD NO. 52

SAW-CUT AND REMOVE
EXIST. PAVED SHOULDER





set forth below in this Agreement, perpetual and irrevocable right of easement for the purposes described in Exhibit A, which easement area is legally described in Exhibit C, which is attached hereto and incorporated herein by reference (hereinafter "Easement"), and

WHEREAS, the intent of the parties hereto is that the development(s) on Parcel A and Parcel B both share use of the Easement Property for the development of Parcel A and Parcel B pursuant to, and subject to, the terms, provisions and conditions in this Agreement

John Niro

STATE ROAD NO. 52

POINT OF CONNECTION (W/M) 1-6" x 8" TAPPING SLEEVES AND VALVE ON LANE INJECTION POINT WOSP #01

JACK & BORE 50 LF ± 18" STEEL CASING (SEE DETAIL SHT C-470)

APPROX. LOCATION EXIST. 6" PVC WM (CONTRACTOR TO FIELD VERIFY)

BFO SOUTH SIDE RD BT SOUTH SIDE RD

