



Marilyn Mullen Healy

Akerman LLP
401 E. Jackson Street
Suite 1700
Tampa, FL 33602-5250

D: 813 209 5025

F: 813 223 2837
DirF: 813 218 5429

February 2, 2021

The City of Cocoa
Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Re: Cirrus Apartments - Commercial – Final PUD Application/Development Agreement Application/Preliminary Plat Application

Dear Sir or Madam:

You have requested an updated opinion of title with respect to the above referenced proposed project application. The undersigned is a licensed member of the Florida Bar (Fl Bar No.: 984086) We have examined the title to the real property, which is described on the Property Information Report, attached hereto and by this reference incorporated herein (the "Property").

The title to the Property has been searched and reviewed though and is effective as of January 26, 2021 at 8:00 a.m. Based on such search and review, it is our opinion that the title to the fee simple ownership in the Property is vested in Cocoa Retail, LLC, a North Carolina limited liability company. The title of Cocoa Retail, LLC is subject to the following matters:

- a. Easement in favor of Florida Gas Transmission Company as referenced in Final Judgment recorded in Official Records Book 599, Page 315.
- b. Terms, covenants, conditions, easements, restrictions and other provisions set forth in Declaration of Restrictions and Grant of Easements by Interchange Associates, Inc., a Delaware corporation, recorded in Official Records Book 3299, Page 3156.
- c. Short Form Lease by and between Interchange Associates, Inc., a Delaware corporation, landlord, and Winn-Dixie Stores, Inc., Tenant, recorded in Official Records Book 3299, Page 3164 and the terms, covenants, conditions, easements, restrictions and other provisions contained therein.
- d. A twenty (20) foot wide reuse main and ingress/egress easement in favor of the City of Cocoa set forth in Reuse Main and Water Line & Ingress/Egress Easement recorded in Official Records Book 3372, Page 4481. NOTE: The twenty (20) foot wide water line and

ingress/egress easement which was also granted in said instrument was vacated by Resolution No. 2005-65 recorded in Official Records Book 5510, Page 2725.

- e. Twenty (20) foot wide easement for sanitary sewer force main and a twenty (20) foot wide easement for sanitary sewer line in favor of the City of Cocoa set forth in Force Main and Sewer Line & Ingress/Easement recorded in Official Records Book 3372, Page 4486. NOTE: A portion of said easement(s) was/were vacated by Resolution No. 2005-100 recorded in Official Records Book 5557, Page 4594.
- f. Bill of Sale (sewer lines, water mains and appurtenances) from Interchange Associates, Inc. to the City of Cocoa recorded in Official Records Book 3372, Page 4491.
- g. Bill of Sale (water lines, water mains and appurtenances) from Interchange Associates, Inc. to the City of Cocoa recorded in Official Records Book 3372, Page 4495.
- h. Right of Way Easement from Interchange Associates, Inc. in favor of Southern Bell Telephone and Telegraph Company recorded in Official Records Book 3387, Page 3308.
- i. Covenant set forth in Short Form Lease by and between Interchange Associates, Inc., landlord, and Eckerd Corporation, tenant, recorded in Official Records Book 3511, Page 710, as assigned, modified, supplemented and/or amended by the documents listed on Exhibit A of that certain instrument by and between CVS EGL 524 Cocoa FL, L.L.C., successor in interest to Eckerd Corporation, tenant, RDI Developers, LLC, successor in interest to Interchange Associates, Inc., landlord, et al, recorded in Official Records Book 5583, Page 8287.
- j. Shopping Center Easement Agreement by and between Interchange Associates, Inc. and McDonald's Corporation recorded in Official Records Book 3516, Page 4332, as affected by Assignment of Maintenance Contribution by and between RDI Developers, LLC, a New York limited liability company (successor to Interchange Associates, Inc.), Assignor, and Home Depot U.S.A., Inc., a Delaware corporation, Assignee, recorded in Official Records Book 5859, Page 8901.
- k. Water Line & Ingress/Egress Easement Agreement by and between Interchange Associates, Inc. and the City of Cocoa recorded in Official Records Book 5510, Page 1779.
- l. Easement granted by RDI Developers to favor of Florida Power & Light Company recorded in Official Records Book 5830, Page 9265. (NOTE: There is no Exhibit A, as referred to in said instrument, recorded as part of said instrument.)
- m. Restrictions, dedications, conditions, reservations, easements and other matters contained on the Plat of HOME DEPOT COCOA, as recorded in Plat Book 57, Pages 87 through 93, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law,

as affected by Scrivener's Error Affidavits recorded in Official Records Book 5870, page 4433 and Official Records Book 5873, page 5734.

- n. Bill of Sale from RDI Developers, LLC, a New York limited liability company, to Home Depot U.S.A., Inc., a Delaware corporation, recorded in Official Records Book 5859, Page 8898.
- o. Terms, conditions, restrictions, easements and other provisions contained in that certain Restrictive Covenants and Easement Agreement by and between RDI Developers, LLC, a New York limited liability company and Home Depot U.S.A., Inc. recorded in Official Records Book 5859, page 8905, as amended and modified by First Amendment to Restrictive Covenants and Easement Agreement by and between RDI Developers, LLC, a New York limited liability company and Home Depot U.S.A., Inc. recorded in Official Records Book 5868, Page 8944.
- p. Restrictive covenant set forth in Special Warranty Deed from Home Depot U.S.A., Inc., a Delaware corporation to Cocoa Retail, LLC, a North Carolina limited liability company, recorded in Official Records Book 7783, Page 2688.
- q. Lease dated September 28, 1993, as assigned, modified, supplemented or amended by Lease/Rent Commencement Notice dated July 5, 1994, Lease Amendment No. 1 dated July 12, 1994, Short Form Lease dated November 8, 1994, Lease Term Letter dated May 1, 2008, Lease Renewal dated August 23, 2013 and Lease Renewal dated October 4, 2018, all as disclosed by Subordination, No-Disturbance and Attornment Agreement dated December 18, 2020 by and between Holiday CVS, L.L.C., successor in interest to Eckerd Corporation, Tenant, Ameris Bank, Mortgagee, and RDI Developers, LLC, successor in interest to Interchange Associates, Inc., Landlord, and recorded December 21, 2020 in Official Records Book 8958, Page 2775.

Akerman LLP assumes no liability for the accuracy of the records maintained by the Clerk of the Circuit Court for Brevard County, Florida, or for any loss or damage incurred as a result of any error or omission in this opinion which is the direct and proximate result of any inaccuracy in the Public Records and its indices. This opinion is limited to the time interval through 8:00 a.m. on January 26, 2021. No liability is assumed for any matters relating to the title which are not reflected in the Public Records, or which were placed in the Public Records after 8:00 a.m. on January 26, 2021. This opinion is rendered exclusively to the City of Cocoa, Florida for its use in the process of approving the Final PUD Application of the Property. This opinion shall not be relied upon by any other person or entity whomsoever referred to in any prospectus, financial statement or other document, used for any other purpose whatsoever, or utilized as the basis for any subsequent title search or in any manner in connection with the issuance of an opinion of title or a policy of title insurance without the prior written consent of the undersigned.

Sincerely,


Marilyn Mullen Healy

SCHEDULE 1

Legal Description

LOT 1, HOME DEPOT COCOA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

Property Information Report

First American Issuing Office: First American Title Insurance Company
8605 Largo Lakes Dr., Suite 100
Largo, FL 33773

Customer Reference Number: Framework
First American File Number: 2061-4486840A

Prepared For: Akerman, LLP
401 East Jackson Street, Suite 1700
Tampa FL 33602

Attn: Marilyn Mullen Healy
Partner

Legal Description: LOT 1, HOME DEPOT COCOA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 87 THROUGH 93, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

1. Grantee(s) In Last Deed of Record:

Cocoa Retail, LLC, a North Carolina limited liability company by virtue of Special Warranty Deed recorded in Official Records Book 7783, Page 2688.

2. Encumbrances/Matters Affecting Title: (Includes only mortgages, liens and claims of lien (if not specifically affecting other property only), judgments (certified only), federal tax liens, bankruptcy petitions, death certificates, court orders and decrees, divorce decrees, property settlement agreements, tax warrants, incompetency proceedings and probate proceedings which may affect the title to the property described above (attach an exhibit, if necessary)): NONE.

3. Additional Encumbrances Such As Easements, Restrictions, etc. Affecting Title:

a. Easement in favor of Florida Gas Transmission Company as referenced in Final Judgment recorded in Official Records Book 599, Page 315.

b. Terms, covenants, conditions, easements, restrictions and other provisions set forth in Declaration of Restrictions and Grant of Easements by Interchange Associates, Inc., a Delaware corporation, recorded in Official Records Book 3299, Page 3156.

c. Short Form Lease by and between Interchange Associates, Inc., a Delaware corporation, landlord, and Winn-Dixie Stores, Inc., Tenant, recorded in Official Records Book 3299, Page 3164 and the terms, covenants, conditions, easements, restrictions and other provisions contained therein.

d. A twenty (20) foot wide reuse main and ingress/egress easement in favor of the City of Cocoa set forth in Reuse Main and Water Line & Ingress/Egress Easement recorded in Official Records Book 3372, Page 4481. NOTE: The twenty (20) foot wide water line and ingress/egress easement which was also granted in said instrument was vacated by Resolution No. 2005-65 recorded in Official Records Book 5510, Page 2725.

e. Twenty (20) foot wide easement for sanitary sewer force main and a twenty (20) foot wide easement for sanitary sewer line in favor of the City of Cocoa set forth in Force Main and Sewer Line &

Ingress/Easement recorded in Official Records Book 3372, Page 4486. NOTE: A portion of said easement(s) was/were vacated by Resolution No. 2005-100 recorded in Official Records Book 5557, Page 4594.

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h. Right of Way Easement from Interchange Associates, Inc. in favor of Southern Bell Telephone and Telegraph Company recorded in Official Records Book 3387, Page 3308.

i. Covenant set forth in Short Form Lease by and between Interchange Associates, Inc., landlord, and Eckerd Corporation, tenant, recorded in Official Records Book 3511, Page 710, as assigned, modified, supplemented and/or amended by the documents listed on Exhibit A of that certain instrument by and between CVS EGL 524 Cocoa FL, L.L.C., successor in interest to Eckerd Corporation, tenant, RDI Developers, LLC, successor in interest to Interchange Associates, Inc., landlord, et al, recorded in Official Records Book 5583, Page 8287.

j. Shopping Center Easement Agreement by and between Interchange Associates, Inc. and McDonald's Corporation recorded in Official Records Book 3516, Page 4332, as affected by Assignment of Maintenance Contribution by and between RDI Developers, LLC, a New York limited liability company (successor to Interchange Associates, Inc.), Assignor, and Home Depot U.S.A., Inc., a Delaware corporation, Assignee, recorded in Official Records Book 5859, Page 8901.

k. Water Line & Ingress/Egress Easement Agreement by and between Interchange Associates, Inc. and the City of Cocoa recorded in Official Records Book 5510, Page 1779.

l. Easement granted by RDI Developers to favor of Florida Power & Light Company recorded in Official Records Book 5830, Page 9265. (NOTE: There is no Exhibit A, as referred to in said instrument, recorded as part of said instrument.)

m. Restrictions, dedications, conditions, reservations, easements and other matters contained on the Plat of HOME DEPOT COCOA, as recorded in Plat Book 57, Pages 87 through 93, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as affected by Scrivener's Error Affidavits recorded in Official Records Book 5870, page 4433 and Official Records Book 5873, page 5734.

n. Bill of Sale from RDI Developers, LLC, a New York limited liability company, to Home Depot U.S.A., Inc., a Delaware corporation, recorded in Official Records Book 5859, Page 8898.

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p. Restrictive covenant set forth in Special Warranty Deed from Home Depot U.S.A., Inc., a Delaware corporation to Cocoa Retail, LLC, a North Carolina limited liability company, recorded in Official Records Book 7783, Page 2688.

q. Lease dated September 28, 1993, as assigned, modified, supplemented or amended by Lease/Rent Commencement Notice dated July 5, 1994, Lease Amendment No. 1 dated July 12, 1994, Short Form Lease dated November 8, 1994, Lease Term Letter dated May 1, 2008, Lease Renewal dated August 23, 2013 and Lease Renewal dated October 4, 2018, all as disclosed by Subordination, No-Disturbance and Attornment Agreement dated December 18, 2020 by and between Holiday CVS, L.L.C., successor in interest to Eckerd Corporation, Tenant, Ameris Bank, Mortgagee, and RDI Developers, LLC, successor in interest to Interchange Associates, Inc., Landlord, and recorded December 21, 2020 in Official Records Book 8958, Page 2775.

NOTE: The following is for informational purposes only and is given without assurance or guarantee: Real Estate Taxes for the year 2020 were assessed under Tax Parcel Number 2461795 and are noted as paid.

Certificate

"This Report" is a search limited to the Official Records Books as defined in Sections 28.001(1) and 28.222, Florida Statutes, from January 1, 1990 to January 26, 2021 at 8:00 a.m. The foregoing Report accurately reflects matters recorded and indexed in the Official Records Books of Brevard County, Florida, affecting title to the property described therein. This report is not an opinion of title, title insurance policy, warranty of title, or any other assurance as to the status of title and shall not be used for the purpose of issuing title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified in the property information report as the recipients of the property information report.

First American Title Insurance Company

A handwritten signature in black ink, appearing to read "Michael Abbey", is positioned above the printed name.

Michael Abbey, as SVP, Division Region Manager

Dated: February 2, 2021

Searched by Melinda Turner
(mturner@firstam.com)

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Debra M. Thompson, Esq.
Kutak Rock LLP
303 Peachtree Street, Suite 2750
Atlanta, GA 30308

Folio No. 24-36-18-27-00000.0-0001.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 22nd of December, 2016, by **HOME DEPOT U.S.A., INC.**, a Delaware corporation, whose address is 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339 ("Grantor"), in favor of **COCOA RETAIL, LLC**, a North Carolina limited liability company, whose address is 1825 Riverview Drive, Melbourne, FL 32901 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain parcel of land lying and being in the City of Cocoa, Brevard County, Florida, as more particularly described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS RELATIVE TO THE PROPERTY, AND SUCH PROPERTY IS SOLD "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM GRANTOR, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. GRANTEE ACKNOWLEDGES BY ITS ACCEPTANCE OF THIS DEED THAT GRANTEE IS A SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS AND GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION OF THE PROPERTY. BY ITS ACCEPTANCE OF THIS DEED, GRANTEE SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY GRANTOR OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH HEREIN.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT WHICH IS EXPRESSLY ASSENTED TO BY GRANTEE BY ITS ACCEPTANCE OF THIS DEED:

NO PORTION OF THE PROPERTY SHALL BE USED FOR THE OPERATION OF (I) A HOME IMPROVEMENT CENTER OR HARDWARE STORE, (II) A PAINT STORE CONTAINING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA, OR (III) A FLOORING STORE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE FOREGOING RESTRICTIONS PROHIBIT THE OPERATION OF AN ACADEMY SPORTS + OUTDOORS OR HOBBY LOBBY.

THE AFORESAID COVENANT AND RESRICTIONS SHALL BE PERPETUAL TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL RUN WITH THE LAND AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTOR, AND ITS SUCCESSORS OR ASSIGNS, BY ANY APPROPRIATE PROCEEDINGS AT LAW OR IN EQUITY TO PREVENT VIOLATIONS OF SUCH RESTRICTIONS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor is lawfully seized of the Property in fee simple, that the Property is free and clear of all encumbrances except those described on Exhibit B, that Grantor has good, right and lawful authority to sell and convey the same, and that except for any claims arising from or with respect to the encumbrances described on Exhibit B, Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise. By accepting this deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the encumbrances described on Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

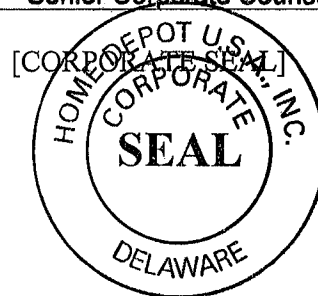
Signed, sealed, and delivered in the presence of:

HOME DEPOT U.S.A., INC., a Delaware corporation

Irishese Guadalupe
Print Name: Irishese Guadalupe

Barbara Turner
Print Name: Barbara Turner

By: *Suzanne Russo*
Name: Suzanne Russo
Title: Senior Corporate Counsel



STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on December 12, 2016, by Suzanne Russo, as Sr. Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced a valid driver's license as identification.

Tracy Allen
NOTARY PUBLIC
Name: Tracy Allen

My Commission expires: 7-6-18

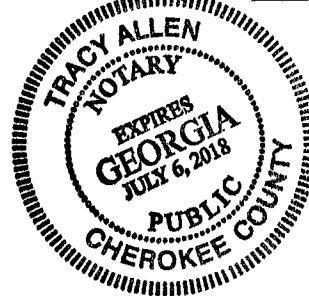


EXHIBIT A

LEGAL DESCRIPTION

Lot 1, of Home Depot Cocoa, according to the plat thereof recorded in Plat Book 57, Pages 87 through 93, public records of Brevard County, Florida.

EXHIBIT B

1. Taxes and assessments for the year 2017 and subsequent years not yet due and payable.
2. All easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the Property.
3. All existing zoning laws and ordinances.

CIRCUIT COURT MINUTES

47 539

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR BREVARD COUNTY, FLORIDA

AT LAW NO. 6186

FLORIDA GAS TRANSMISSION COMPANY,
a corporation,
Petitioner,

vs.

CANAVERAL GROVES, INC., et al.,
Defendants.

FINAL JUDGMENT

This cause coming on this day to be heard before me on the Stipulation entered into between counsel for the Petitioner and HARRY ZITREEN, Individually and as Trustee, and THELMA ZITREEN, his wife, defendant owners as to Parcel No. 4, in the above suit, and it appearing to the Court that there has been presented to the Court a Stipulation between said Petitioner and the defendants, and having agreed to the entry of a Final Judgment by this Court, thereby waiving trial by jury and the Court being fully advised in the premises, it is thereupon

ORDERED and ADJUDGED as follows:

1. That the present owners of Parcel No. 4, do have, receive and recover of and from the Petitioner the sum of TWENTY THOUSAND and NO/100 DOLLARS (\$20,000.00), as full compensation for that portion of Parcel No. 4 sought to be appropriated by the Petitioner in this suit; and that said owners do have, receive and recover of and from the Petitioner the sum of ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) for appraisal and engineering costs, said sum to be made payable to TRUETT and WATKINS, attorneys for said defendants; and that the attorneys, TRUETT and WATKINS for said defendants shall receive the sum of TWO THOUSAND and NO/100

OFFL
RECS 599 PAGE 316

CIRCUIT COURT MINUTES

7 47 PAGE 540

DOLLARS (\$2,000.00), and it is further

ORDERED and ADJUDGED that the Clerk of this Court is hereby authorized and directed to pay the aforesaid sums in so far as the monies on deposit in the Registry of this Court may permit, and it is further

ORDERED and ADJUDGED that upon the Petitioner paying to the defendants the aforementioned amounts of money, an easement or right of way over, under, and upon certain lands is confirmed and vested in the Petitioner, subject to the conditions as set forth in the Petition as amended, said certain lands being more particularly described as follows:

599 PAGE 317

CIRCUIT COURT MINUTES

FILE 47 MAR 541

PARCEL NO. 4 - HARRY ZITREEN, Individually (Thelma Zitreen - wife) and as Trustee

A strip 33 feet in width through the E 1/2 of the SW 1/4, and the NW 1/4, in Section 18, Township 24 South, Range 36 East, Brevard County, Florida, LESS the parcel conveyed to State Road Department by Special Warranty Deed dated May 24, 1960, recorded in OR297, page 350, described as follows:

"That part of S 1/2 of NW 1/4 of Section 18, Township 24 South, Range 36 East, lying (a) North of and within 68 feet of a survey line described below, West of Station 341+00 of said survey line (b) North of and within 100 feet of said survey line East of said station and (c) South of and within 132 feet of said survey line, the same being described as follows:

Beginning at a point on the West line of Section 18, Township 24 South, Range 36 East, 123.63 feet South from the Northwest corner of the Southwest Quarter thereof; said point being on a curve of said survey line concave to the Southeast and having a radius of 5729.53 feet; thence from a tangent bearing of North 54 degrees 23 minutes 19 seconds East, run Easterly along said curve through a central angle of 20 degrees 29 minutes 13 seconds a distance of 2043.20 feet to said Station 341+00; thence continue along said curve through a central angle of 6 degrees 05 minutes 08 seconds a distance of 508.55 feet to the end of curve; thence run North 80 degrees 57 minutes 40 seconds East a distance of 2840.08 feet to a point on the East line of said Section 18, a distance of 1191.61 feet North from the Southeast corner of the Northeast Quarter thereof and the end of this description." Containing 12.32 acres, more or less.

The centerline of said 30-foot easement is described as follows: Commencing at a point on the North line of the NW 1/4 of Section 18, Township 24 South, Range 36 East, said point being 1077.1 feet Easterly from a concrete monument marking the Northwest corner of said NW 1/4 of Section 18; thence South 8 degrees, 58 minutes 30 seconds East a distance of 1984.2 feet, more or less, to a point of exit on the North right of way of the above described parcel conveyed to the State Road Department of Florida; thence continue along same bearing South 8 degrees 58 minutes 30 seconds East a distance of 205 feet, more or less, to a point of re-entry on the South right of way of said State Road; thence continue on same bearing South 8 degrees 58 minutes 30 seconds East a distance of 1132 feet to a point; thence South 13 degrees 31 minutes 30 seconds West a distance of 1266 feet, more or less, to a point of exit; on the West line of the E 1/2 of the SW 1/4 of Section 18, said easement containing 3.02 acres, more or less.

Grantee shall have, if needed, the temporary use of additional land lying within 20 feet Easterly of the above described easement during the period of construction only, containing 2.01 acres, more or less.

Being lands owned by Harry Zitreen, Individually (Thelma Zitreen - wife) and as Trustee, whose address is Morton Towers, Apartment #214, Miami Beach, Florida, and identified as List No. 213-BREV-41.

ORDERED in Chambers at Titusville, Brevard County,

April 16, 1963.

FILED APR 16 1963
RECORDED BY THE PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA IN THE BOOK AND PAGE NOTED ABOVE.

610 THIS PROCESSES, CLERK CIRCUIT COURT

BY V.S. Sanchez
CLERK

STATE OF FLORIDA
COUNTY OF BREVARD

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT
COPY OF THE DOCUMENT ON FILE IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL THIS

July

1963

CLERK CIRCUIT COURT

W.C. Sanchez

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Debra M. Thompson, Esq.
Kutak Rock LLP
303 Peachtree Street, Suite 2750
Atlanta, GA 30308

Folio No. 24-36-18-27-00000.0-0001.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 22nd of December, 2016, by **HOME DEPOT U.S.A., INC.**, a Delaware corporation, whose address is 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339 ("Grantor"), in favor of **COCOA RETAIL, LLC**, a North Carolina limited liability company, whose address is 1825 Riverview Drive, Melbourne, FL 32901 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain parcel of land lying and being in the City of Cocoa, Brevard County, Florida, as more particularly described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS RELATIVE TO THE PROPERTY, AND SUCH PROPERTY IS SOLD "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM GRANTOR, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. GRANTEE ACKNOWLEDGES BY ITS ACCEPTANCE OF THIS DEED THAT GRANTEE IS A SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS AND GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION OF THE PROPERTY. BY ITS ACCEPTANCE OF THIS DEED, GRANTEE SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY GRANTOR OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH HEREIN.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT WHICH IS EXPRESSLY ASSENTED TO BY GRANTEE BY ITS ACCEPTANCE OF THIS DEED:

NO PORTION OF THE PROPERTY SHALL BE USED FOR THE OPERATION OF (I) A HOME IMPROVEMENT CENTER OR HARDWARE STORE, (II) A PAINT STORE CONTAINING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA, OR (III) A FLOORING STORE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE FOREGOING RESTRICTIONS PROHIBIT THE OPERATION OF AN ACADEMY SPORTS + OUTDOORS OR HOBBY LOBBY.

THE AFORESAID COVENANT AND RESRICTIONS SHALL BE PERPETUAL TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL RUN WITH THE LAND AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTOR, AND ITS SUCCESSORS OR ASSIGNS, BY ANY APPROPRIATE PROCEEDINGS AT LAW OR IN EQUITY TO PREVENT VIOLATIONS OF SUCH RESTRICTIONS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor is lawfully seized of the Property in fee simple, that the Property is free and clear of all encumbrances except those described on Exhibit B, that Grantor has good, right and lawful authority to sell and convey the same, and that except for any claims arising from or with respect to the encumbrances described on Exhibit B, Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise. By accepting this deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the encumbrances described on Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

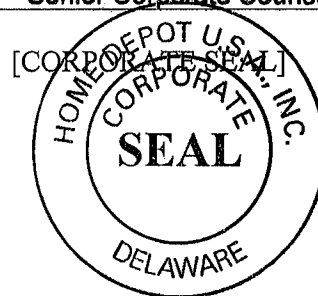
Signed, sealed, and delivered in the presence of:

HOME DEPOT U.S.A., INC., a Delaware corporation

Irishese Guadalupe
Print Name: Irishese Guadalupe

Barbara Turner
Print Name: Barbara Turner

By: *Suzanne Russo*
Name: Suzanne Russo
Title: Senior Corporate Counsel



STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on December 12, 2016, by Suzanne Russo, as Sr. Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced a valid driver's license as identification.

Tracy Allen
NOTARY PUBLIC
Name: Tracy Allen

My Commission expires: 7-6-18

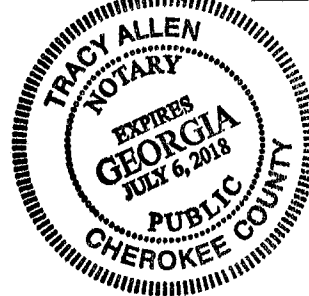


EXHIBIT A

LEGAL DESCRIPTION

Lot 1, of Home Depot Cocoa, according to the plat thereof recorded in Plat Book 57, Pages 87 through 93, public records of Brevard County, Florida.

EXHIBIT B

1. Taxes and assessments for the year 2017 and subsequent years not yet due and payable.
2. All easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the Property.
3. All existing zoning laws and ordinances.

Winn Dixie Stores, Inc.
P.O. Box 585200
Orlando, FL 32858

SHORT FORM LEASE

County Clerk's Office
Recorded and Verified: Broward County, FL
Pgs. 6 # Pages 2
Trust Fund 3.50 Fee Fee 25.00
Stamp-Due _____ Escrow Tx _____
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refund 3.00

THIS SHORT FORM LEASE, made this 10th day of May, 1993, between INTERCHANGE ASSOCIATES, INC., a Delaware corporation qualified to transact business in the State of Florida (hereinafter called "Landlord") and WINN-DIXIE STORES, INC., (hereinafter called "Tenant"); which terms "Landlord" and "Tenant" shall include, wherever the context admits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties;

WITNESSETH:

That the Landlord, in consideration of the covenants of the Tenant, leases and demises to the Tenant and the Tenant agrees to take and lease from the Landlord, for the term below specified, the following described premises:

That certain store building approximately 220 feet in width by 200 feet in depth, together with vestibule entry and exterior pad-mounted coolers and freezers, and the land on which the same shall stand (hereinafter collectively called "demised premises"), which store building and related improvements are to be constructed by Landlord according to plans and specifications to be approved by the parties and shall be in the location and of the dimensions as outlined in red on the plot plan attached as Exhibit "A" to a certain collateral lease agreement executed by the parties and of even date with this Short Form Lease.

The demised premises are located in a shopping center development known as Shoppes of Cocoa North (hereinafter called "shopping center"), located at the northeasterly corner of the intersection of S.R. 524 and East Industry Road, Brevard County, Florida, the legal description of the shopping center being attached to this agreement as Exhibit "B" and by this reference made a part of this agreement as if set forth verbatim in this document.

FOR THE TENANT TO HAVE AND TO HOLD from the date when Tenant opens its demised store premises for the transaction of its business for an initial term of twenty (20) years.

It is further agreed that Tenant, at its option, shall be entitled to the privilege of five (5) successive extensions of the Lease, each extension to be for a period of five (5) years.

Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a supermarket in the shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly



Cocoa - 1/26/93

This instrument was prepared by
Ronald D. Peterson, Attorney at Law
whose address is 5080 Edgewood
Court, Jacksonville, Florida 32244

299PG3164

402356

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lease or rent any property located within the shopping center, or within 1000 feet of any exterior boundary thereof, for occupancy as a supermarket, grocery store, meat, fish or vegetable market, nor will the Landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business without written permission of the Tenant; and Landlord further covenants and agrees not to permit or suffer any property located within the shopping center to be used for or occupied by any business dealing in or which shall keep in stock or sell for off-premises consumption any staple or fancy groceries, meats, fish, vegetables, fruits, bakery goods, dairy products or frozen foods without written permission of the Tenant. With the exception of package stores, only Tenant and Eckerd Drug may sell beer and wine in the shopping center for off-premises consumption and only Tenant and Eckerd Drug may sell prescription drugs or operate a pharmacy in the shopping center or upon property controlled by Landlord within 1,000 feet of any exterior boundary of the shopping center; provided, however, that the provisions of this paragraph are expressly subject to and conditioned upon certain modifications thereof as particularly set forth in the collateral lease agreement of even date herewith below mentioned.

Without the prior written consent of Tenant herein only retail and/or service stores shall be allowed to operate in the shopping center, or any enlargement thereof, it being the intent of the parties hereto that no spa, bowling alley, pawn shop, skating rink, bingo parlor, theatre (either motion picture or legitimate), business or professional offices, sales of automobiles, or health, recreational or entertainment-type activities, or non-retail or non-service type activities, shall be permitted; provided, however, that the provisions of this paragraph are expressly subject to and conditioned upon certain modifications thereof as particularly set forth in the collateral lease agreement of even date herewith below mentioned.

IT IS UNDERSTOOD AND AGREED that this is a Short Form Lease which is for the rents and upon the terms, covenants and conditions contained in the aforesaid collateral lease agreement executed by the parties hereto and bearing even date herewith, which collateral lease agreement is and shall be a part of this instrument as fully and completely as if the same were set forth herein.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this instrument the day and year first above written.

Signed, Sealed and delivered
in the presence of:

INTERCHANGE ASSOCIATES, INC., a
Delaware corporation

Pauline J. Jones
Printed Name Pauline J. Jones Attorney

Erica B. Sheenat
Printed Name ERICA SHEENAT

As to Landlord

By: *[Signature]*
Its MAHMOUD NASHAR President
Address: 190 S. Sykes Creek
Pkwy., Suite 4
Merritt Island, FL 32952

Attest: *[Signature]*
Its MICHAEL P. C. Secretary
Address: 190 S. Sykes Creek
Pkwy., Suite 4
Merritt Island, FL 32952

(CORPORATE SEAL)
LANDLORD

WINN-DIXIE STORES, INC.

Louise Carver
Printed Name Louise Carver

Barbara A. Smiley
Printed Name Barbara A. Smiley

As to Tenant

By: *K. P. McCr...*
Its Vice President
Printed Name: R. P. McCr...
Address: P. O. Box B
Jacksonville, FL 32203-0297

Attest: *[Signature]*
Its Secretary
Printed Name: Wayne E. Ripley, Jr.
Address: P. O. Box B
Jacksonville, FL 32203-0297

(CORPORATE SEAL)
TENANT

STATE OF NEW YORK)
COUNTY OF NEW PALTZ)

The foregoing instrument was acknowledged before me by
MAHMOUD NASHAR and MICHAEL P. COLLINS,
✓ President and ✓ Secretary, respectively, of
INTERCHANGE ASSOCIATES, INC., a Delaware corporation qualified to
do business in Florida, on behalf of the corporation, who are
[CHECK ONE] ✓ personally known to me or _____ who has produced
_____ as identification, and [CHECK ONE] ✓
who did not take an oath or _____ who did take an oath.

Given under my hand and official seal this 10th day of
MAY, 1993.

(NOTARIAL SEAL)

ROBYN E. FRIECH
Notary Public, State of New York
No. 31-4259150
Qualified in New York County
Commission Expires July 8, 1998

Robyn E. Friech
Printed Name:
NOTARY PUBLIC, State and County
aforesaid
My Commission Expires: _____
Notary ID No.: _____

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me by
R. P. McConk and Wayne E. Ripley, Jr.,
Vice President and _____ Secretary, respectively, of WINN-
DIXIE STORES, INC., a Florida corporation, on behalf of the
corporation, who are personally known to me and did not take an
oath.

Given under my hand and official seal this 26th day of
May, 1993.

(NOTARIAL SEAL)



Notary Public, State of Florida
BARBARA ANN SMUCYGA
My Comm. Exp. Jun. 9, 1996
Comm. No. CC 178507

Barbara Ann Smucyga
NOTARY PUBLIC, State and County
aforesaid

BK3299PG3167

EXHIBIT "B"

LEGAL DESCRIPTION

SHOPPING CENTER PARCEL

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the Point of Beginning of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the Point of Beginning.

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

J. A.
5.18.73

BK3299PG3168

EXHIBIT "B"

LEGAL DESCRIPTION

OUTPARCEL A

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East 1/2 of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said north Right-of-Way 113.35 feet, to the Point of Beginning of the herein described parcel of land; thence N01°25'21"W, 245.00 feet; thence N88°34'39"E, 221.00 feet; thence S01°25'21"E, 210.00 feet; thence S88°34'39"W, 135.00 feet; thence S01°25'21"E, 35.00 feet; thence S88°34'39"W, 86.00 feet, to the Point of Beginning.

Containing 1.13 Acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations, either recorded or implied.

OUTPARCEL B

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East 1/2 of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said north Right-of-Way 199.35 feet; thence N01°25'21"W, 35.00 feet; thence N88°34'39"E, 601.24 feet, to the Point of Beginning of the herein described parcel, thence N01°25'21"W, 215.00 feet; thence N88°34'39"E, 274.56 feet; thence S00°07'09"W, 49.90 feet, to a Point of Curve concave to the northwest; thence along the curve having a radius of 169.68 feet, a central angle of 88°27'30", an arc distance of 261.97 feet, to the Point of Tangency; thence S88°34'39"W, 103.60 feet, to the Point of Beginning.

Containing 1.21 Acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations, either recorded or implied.

J.
5.10.73

BK0299PG3169

WATER MAIN AND WATER LINE & INGRESS/EGRESS EASEMENT

THIS EASEMENT is made this 19th day of August, 1991, by Interchange Associates, Inc. whose address is _____ (hereinafter referred to as the: "Grantor"), in favor of the City of Cocoa, Florida, a Florida municipal corporation, and its successors and assigns, whose address is 603-Brevard Avenue, Cocoa, Florida 32922 (hereinafter referred to as the: "Grantee").

WITNESSETH:

That for and in consideration of Twenty Five Dollars (\$25.00) and the mutual benefits, covenants and conditions herein contained, and certain other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns: 1) An easement (the "Water Line Easement") for repair, replacement, ingress, egress, disconnection from, connection to, and maintenance, in perpetuity of all Water lines, pipes, laterals, tees, and joints (the "Facilities"). The Water Line Easement shall be over, under and across the real property described in Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein; and 2) An easement for ingress and egress to the Water Line Easement (the "Ingress/Egress Easement") across the real property described in Exhibit "B" attached hereto and by this reference incorporated herein.

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The rights herein granted to Grantee by Grantor specifically include, but are not limited to: (a) the right of Grantee to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove said Facilities on the Water Line Easement; and (b) the right to cut, trim, and keep clear such trees, brush, and undergrowth that might endanger the Facilities on the Water Line Easement.

By delivery of this Water Line Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Water Line Easement. All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

TO HAVE AND TO HOLD the said Water Line & Ingress Egress Easement unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Interchange Associates, Inc., by and through its authorized President, William M. Nashar, has executed this easement the day, month and year first set forth above.

Signed, sealed and delivered in the presence of:

W. J. Shady
WITNESS

William M. Nashar
WITNESS

BY: _____
-President
(Corporation Seal)

STATE OF ~~FLORIDA~~ MASSACHUSETTS
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 19th day of August, 1991, by William M. Nashar, of Interchange Associates, Inc., a Delaware corporation, on behalf of the corporation. He/She a) has produced satisfactory evidence with 1. An identification card/driver's license/passport (circle one) as identification or b) is personally known by me and did not take an oath.

Emily C. [Signature] Clerk Circuit Court
Record & [Signature] Vol. [Signature] B. [Signature] County, FL
F. [Signature] [Signature]
Trust Fund [Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]
[Signature] [Signature]

C. Paula Barretto
NOTARY PUBLIC
~~State of Florida at Large~~
My Commission Expires:
C. PAULA BARRETTO
NOTARY PUBLIC
My Commission Expires Nov 5, 1996

EX3372PG4481

94 MAR -7 AM 11:02

EXHIBIT "A"

WATER LINE AND INGRESS/EGRESS DISCRIPTION

DESCRIPTION - WATER LINE

A 20-foot wide easement for a water line, under and across the East 1/2 of the Northwest 1/4 of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 18; thence run N00°30'56"E, along the West line of said East 1/2 of the Northwest 1/4 of Section 18, 218.60 feet; thence run N88°34'35"E, along the Northerly right-of-way line of State Road No. 524, 53.03 feet to the Point of Beginning of the Centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described centerline; thence N01°31'52"W, 10.00 feet; thence N88°34'35"E, 66.00 feet; thence return S88°34'35"W, 66.00 feet; thence N01°31'52"W, 231.18 feet; thence East, 83.00 feet; thence return West, 83.00 feet; thence N01°31'52"W, 204.97 feet; thence N88°37'44"E, 141.00 feet; thence return S88°37'44"W, 141.00 feet; thence N01°31'52"E, 121.41 feet; thence N88°28'08"E, 81.50 feet; thence return S88°28'08"W, 81.50 feet; thence N01°31'52"W, 75.78 feet; thence N88°34'35"E, 27.15 feet; thence N03°54'22"W, 31.00 feet; thence return S03°54'22"E, 31.00 feet; thence N88°34'35"E, 215.87 feet; S01°25'25"E, 80.00 feet; thence return N01°25'25"W, 149.17 feet; thence N88°34'35"E, 60.00 feet; thence N01°25'25"W, 36.00 feet; thence N88°34'35"E, 220.43 feet; thence N02°36'13"W, 36.00 feet; thence return S02°36'13"E, 36.00 feet; thence N88°34'35"E, 16.37 feet; thence S46°48'45"E, 77.06 feet; thence S01°39'11"E, 93.68 feet; thence S88°31'23"W, 51.50 feet; thence S01°28'37"E, 38.00 feet; thence return N01°28'37"W, 38.00 feet; thence N88°31'23"E, 51.50 feet; thence S01°39'11"E, 23.20 feet; thence N88°34'35"E, 148.07 feet; thence S01°25'25"E, 85.20 feet; thence S88°34'35"W, 8.00 feet; thence S05°03'12"E, 135.20 feet; thence S01°22'10"E, 290.67 feet; thence N89°17'17"W, 27.00 feet; thence return S89°17'17"E, 27.00 feet; thence S01°22'10"E, 31.70 feet to the Northerly right-of-way line of State Road No. 524 and the Point of Terminus of said Centerline.

UNUSABLE
FOR
MICROFILM

BK3372PG4482

EXHIBIT "A"

REUSE MAIN AND INGRESS/EGRESS DESCRIPTION

DESCRIPTION - REUSE MAIN

A 20-foot wide easement for a reuse main, under and across the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southwest corner of the East ½ of the Northwest ¼ of said Section 18; thence run N00°30'56"E, along the West line of said East ½ of the Northwest ¼ of Section 18, 573.48 feet to the Point of Beginning of the centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N70°50'21"E, 273.30 feet; thence S39°33'42"E, 23.60 feet; thence N89°02'47"E, 43.58 feet; thence N00°56'36"E, 35.00 feet; thence return S00°56'36"W, 35.00 feet; thence N89°02'47"E, 431.91 feet; thence N43°57'43"E, 71.24 feet; thence N85°03'35"E, 108.90 feet; thence N00°08'38"E, 105.71 feet to the South right-of-way line of State Road 528, and the Point of Terminus of said Centerline.

BK 3372 PG 4483

EXHIBIT "B"

**COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C**

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east $\frac{1}{2}$ of the Northwest Quarter of said Section 18, run $N00^{\circ}30'36''E$ along the east line of the west $\frac{1}{2}$ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the Point of Beginning of the herein described parcel of land; thence continue $N00^{\circ}30'36''E$ along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: $S59^{\circ}25'26''E$, 810.07 feet; $S30^{\circ}34'34''W$, 50.00 feet; $S59^{\circ}25'26''E$, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of $59^{\circ}32'35''$ to the point of tangency thereof; thence $S00^{\circ}07'09''W$, 132.98 feet; thence leaving said southerly right-of-way line, run $S88^{\circ}34'39''W$, 274.56 feet, thence $S01^{\circ}25'21''E$, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence $S88^{\circ}34'39''E$ along said north right-of-way line, 466.24 feet; thence $N01^{\circ}25'21''W$, 210.00 feet; thence $S88^{\circ}34'39''W$, 221.00 feet; thence $S01^{\circ}25'21''E$, 245.00 feet to a

EXHIBIT "B CONT.

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the Point of Beginning.

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

RESOLUTION NO. 2005-65

CFN 2005275369

08-03-2005 10:54 am

OR Book/Page: 5510 / 2725

A RESOLUTION OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, VACATING A WATER LINE AND INGRESS/EGRESS EASEMENT LOCATED WITHIN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 3372, PAGES 4481 to 4485, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ALL PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating a water line and ingress/egress easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36, as recorded in Official Record Book 3372, Pages 4481 to 4485 of the public records of Brevard County, Florida; and

WHEREAS, the owner of the property has provided a twenty-foot surveyed water line and ingress/egress easement centered over the water line and appurtenances; and

WHEREAS, the City Council finds that the best interests of its citizens will be served by the vacation of the water line and ingress/egress easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east, as recorded in Official Record Book 3372, Pages 4481 to 4485 of the public records of Brevard County, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA:

SECTION 1. Vacation of easements. The water line and ingress/egress easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east as recorded in Official Record Book 3372, Pages 4481 to 4485 of the public records of Brevard County, Florida, is hereby vacated.

SECTION 2. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

City of Cocoa Resolution 2005-65
- Page 1 of 2 -

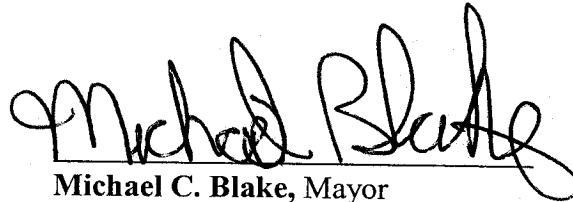
Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	Serv: 0.00
Trust: 1.50	Rec: 17.00	Excise: 0.00
Rec: 0.00		nt Tax: 0.00
Mtg: 0.00		

→ City of Cocoa
603 Brevard Ave
Cocoa, FL 32922

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 26th day of July, 2005.


Michael C. Blake, Mayor

ATTEST:


Joan Clark, City Clerk

FORCE MAIN AND SEWER LINE & INGRESS/EGRESS EASEMENT

SHUPPES OF COCOA, S.R.524

THIS EASEMENT is made this _____ day of _____, 1992, by Interchange Associates, Inc. whose address is _____, (hereinafter referred to as the: "Grantor"), in favor of the City of Cocoa, Florida, a Florida municipal corporation, and its successors and assigns, whose address is 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter referred to as the: "Grantee").

W I T N E S S E T H

That for and in consideration of Ten Dollars (\$10.00) and the mutual benefits, covenants and conditions herein contained, and certain other good and valuable considerations, the receipt and sufficiency all of which is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns: 1) An easement (the "Sewer Line Easement") for repair, replacement, ingress, egress, disconnection from, connection to, and maintenance, in perpetuity of all sewer lines, pipes, laterals, tees, and joints (the "Facilities"). The Sewer Line Easement shall be over, under, and across the real property described in "Exhibit A", a copy of which is attached hereto and by this referenced incorporated herein; and 2) An easement for ingress and egress to the Sewer Line Easement (the "Ingress/Egress Easement") across the real property described in Exhibit "B" attached hereto and by this reference incorporated herein.

The rights herein granted to Grantee by Grantor specifically include, but are not limited to: (a) the right of Grantee to control, disconnect from, connect to, inspect, alter, improve, repair, rebuild and remove said Facilities on the Sewer Line Easement; and (b) the right to cut, trim, and keep clear such trees, brush, and undergrowth that might endanger the Facilities on the Sewer Line Easement.

By delivery of this Sewer Line Easement, Grantor covenants not to interfere with the safe operation or maintenance of the Facilities within the Sewer Line Easement. All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

TO HAVE AND TO HOLD the said Sewer Line Easement and Ingress/Egress Easement unto the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, Interchange Associates, Inc., by and through its authorized _____, has executed this Sewer Line and Ingress/Egress Easement as of the day, month and year first set forth above.

Signed, sealed and delivered in the presence of:

WITNESS

BY: Interchange Associates, Inc.

- President
(Corporation Seal)

WITNESS

STATE OF FLORIDA
COUNTY OF _____

UNITED KINGDOM OF GREAT BRITAIN
ENGLAND CITY OF LONDON

The foregoing instrument was acknowledged before me this 20th day of September, 1992, by Malcolm M. Nashar who claims to be that of Interchange Associates, Inc., a Delaware corporation on behalf of the corporation. He/she/it. Has produced satisfactory evidence with a) An identification card/driver's license/passport (circle one) as identification or b) is personally known to me and did (not) take an oath.

NOTARY PUBLIC
State of Florida at Large
My Commission Expires with life

JAMES K. McFARLAN
NOTARY PUBLIC
MY COMMISSION EXPIRES
WITH LIFE.



EX337264486

561583

94 MAR -7 AM 11:02

County Clerk
Clerk Circuit Court
Brevard County, FL
300
110

EXHIBIT "A"

DESCRIPTION - FORCE MAIN

A 20-foot wide easement for a sanitary sewer force main, under and across the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southwest corner of the East ½ of the Northwest ¼ of said Section 18; thence run N00°30'56"E, along the West line of said East ½ of the Northwest ¼ of Section 18, 411.73 feet to the Point of Beginning of the centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N70°42'48"E, 189.02 feet; thence N88°18'00"E, 862.17 feet; thence N00°14'38"W, 198.02 feet; thence N78°21'57"E, 11.59 feet to the Southwesterly right-of-way line of State Road 52S, and the Point of Terminus of said Centerline.

EXHIBIT "A"**DESCRIPTION - SEWER LINE**

A 20-foot wide easement for a sanitary sewer line, under and across the East ½ of the Northwest ¼ of Section 18, Township 24 South, Range 36 East, being more particularly described as follows:

Commence at the Southwest corner of the East ½ of the Northwest ¼ of said Section 18; thence run N00°30'56"E, along the West line of said East ½ of the Northwest ¼ of Section 18, 592.53 feet to the Point of Beginning of the centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N69°06'07"E, 87.58 feet; thence S11°05'48"E, 196.00 feet; thence return N11°05'48"W, 196.00 feet; thence N01°25'35"W, 218.83 feet; thence N72°46'38"E, 57.51 feet; thence S70°53'58"E, 154.00 feet; thence return N70°53'58"W, 154.00 feet; thence N48°52'37"E, 191.45 feet; thence N88°17'34"E, 305.86 feet; thence S48°47'16"E, 273.02 feet; thence S03°51'36"W, 343.00 feet to the Point of Terminus of said Centerline.

EXHIBIT "B"

**COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C**

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the **Point of Beginning** of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a

EXHIBIT "B" CONT.

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the Point of Beginning.

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

RESOLUTION NO. 2005-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, VACATING A PORTION OF AN EXISTING UTILITIES EASEMENT LOCATED WITHIN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AS RECORDED IN OFFICIAL RECORD BOOK 3372, PAGES 4486 to 4490, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING FOR THE REPEAL OF ALL PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa has been asked to consider vacating a portion of an existing utilities easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east, as recorded in Official Record Book 3372, Pages 4486 to 4490 of the public records of Brevard County, Florida; and

WHEREAS, the owner of the property has provided a twenty-feet surveyed water line and ingress/egress easement centered over the water line and appurtenances; and

WHEREAS, the City Council finds that the best interests of its citizens will be served by the vacation of the portion of and existing utilities easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east, as recorded in Official Record Book 3372, Pages 4486 to 4490 of the public records of Brevard County, Florida;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA:

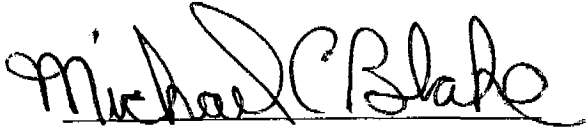
SECTION 1. Vacation of easements. The portion of an existing utilities easement that is part of the east 1/2 of the northwest 1/4 of section 18, township 24 south, range 36 east as recorded in Official Record Book 3372, Pages 4486 to 4490 of the public records of Brevard County, Florida, is hereby vacated. See Attached.

SECTION 2. Repeal of Prior Inconsistent Resolutions. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto.

SECTION 4. Effective Date. This Resolution shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting
assembled on the ~~25th~~ day of October, 2005.
27th


MICHAEL C. BLAKE, Mayor

ATTEST:


JOAN CLARK, City Clerk

THIS IS NOT A SURVEY, SKETCH OF DESCRIPTION ONLY

DESCRIPTION OF A PORTION OF AN EXISTING EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486 PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, TO BE VACATED, LYING AND BEING IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA.

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.

ASSUMED BEARING OF N00°30'56"E ON THE WEST LINE OF THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

THIS DESCRIPTION IS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A COMPLETE AND ACCURATE TITLE SEARCH.

THIS DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.

THIS DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS REQUIRED BY LAW. FLORIDA STATUTES CHAPTER 472; CHAPTER 61G17, F.A.C.

DESCRIPTION:

A PARCEL OF LAND IN THE EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, AND RUN N00°30'56"E, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 18, A DISTANCE OF 592.53 FEET TO THE BEGINNING OF THE CENTERLINE OF A 20 FOOT WIDE SANITARY SEWER LINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 3372, PAGE 4486, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; N69°06'07"E, 87.58 FEET; N01°25'35"W, 218.83 FEET; N72°46'38"E, 57.51 FEET AND S70°53'58"E, 138.72 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N01°25'25"W A DISTANCE OF 10.68 FEET; THENCE S70°53'58"E A DISTANCE OF 19.02 FEET; THENCE S19°06'02"W A DISTANCE OF 20.00 FEET; THENCE N70°53'58"W A DISTANCE OF 11.54 FEET; THENCE N01°25'25"W A DISTANCE OF 10.68 FEET TO THE POINT OF BEGINNING. CONTAINING 306 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

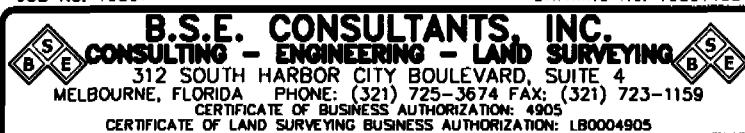
DATE: 09/05/05

SHEET 1 OF 2

JOB No. 10867

DRAWING No. 10867103

LESLIE E. HOWARD
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. 5611



SCOTT M. GLAUBITZ,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 4151

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, That Interchange Associates,
Inc., a corporation, and _____
 _____, a corporation, hereinafter called
 "Sellers", and in consideration of the sum of One Dollar
 (\$1.00) and other valuable considerations, to them paid by the
 CITY OF COCOA, FLORIDA, a municipal corporation organized and
 existing under the laws of the State of Florida, hereinafter
 called "City", the receipt whereof is hereby acknowledged, has
 granted, bargained, sold, transferred and delivered, and by
 these presents do grant, bargain, sell, transfer, and deliver
 unto the said "City", its successors and assigns, the following
 described property, assets and rights, to-wit:

All of the sewer lines, water mains and appurtenances located

SEE EXHIBIT "A"

Louise Crawford Clerk Circuit Court
 Recorded and Verified Brevard County, FL
 # Pgs. 4 # Names 2
 Total Fund 2.50 Rec Fee 1.00
 Stamp Due _____ Docu Tax _____
 State Not _____ Int Tax _____
 Retain _____

TO HAVE AND TO HOLD all of the foregoing unto the City, its
 successors and assigns, for its own use forever, free and clear
 and discharged of and from any and all obligations, claims or
 liens.

AND the Sellers do hereby covenant to and with the City,
 its successors and assigns, that they are the lawful owners of
 the above described personal property and assets; that said
 personal property and assets are free from all encumbrances;
 that Sellers have good right to sell said personal property and
 assets, and that Sellers will warrant and defend the sale of
 its said personal property and assets hereby made, unto the
 City, its successors and assigns, against the lawful claims and
 demands of all persons whosoever.

The City, by the acceptance of this Bill of Sale,
 acknowledges and agrees that the Sellers make no warranties or
 representations, either expressed or implied, as to the fitness
 and condition of the personal property and assets hereinabove
 described, the City agreeing that said personal property and
 assets are being conveyed to it in an "as is" condition.

BK3372PG4491

561584

94 MAR -7 AM 11:02

IN WITNESS WHEREOF Sellers have caused this Bill of Sale to be signed in their name by their proper officers, and their corporate seals to be affixed, attested by their Secretaries, the day and year above written.

Signed, sealed and delivered

WITNESS

WITNESS

By

PRESIDENT

Attest:

SECRETARY

(CORPORATE SEAL)

WITNESS

By

PRESIDENT

WITNESS

Attest:

SECRETARY

(CORPORATE SEAL)

STATE OF UNITED KINGDOM OF GREAT BRITAIN
COUNTY OF ENGLAND CITY OF LONDON

I HEREBY CERTIFY that on this day before me personally appeared Mahmoud M. Nashar, ^{who is known to me} and ^{that he is the} President and Secretary respectively of Interchange Associates, Inc., a corporation under the laws of the State of Delaware, to me known to be the persons who signed the foregoing instrument and ~~severally~~ ^{has} acknowledged the execution thereof to be ~~their~~ free act and deed for the uses and purposes therein mentioned. He/She 1) has produced satisfactory evidence with an identification or—2)—is personally known by me and did not take an oath.

WITNESS my hand and official seal at London, England, said County and State, This 20th day of September, 1993.

NOTARY PUBLIC

JAMES KERR MILLIGAN
NOTARY PUBLIC
MY COMMISSION EXPIRES
WITH LIFE.



BK3372PG4492

**COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C**

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east ½ of the Northwest Quarter of said Section 18, run N00°30'36"E along the east line of the west ½ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the **Point of Beginning** of the herein described parcel of land; thence continue N00°30'36"E along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: S59°25'26"E, 810.07 feet; S30°34'34"W, 50.00 feet; S59°25'26"E, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of 59°32'35" to the point of tangency thereof; thence S00°07'09"W, 132.98 feet; thence leaving said southerly right-of-way line, run S88°34'39"W, 274.56 feet, thence S01°25'21"E, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence S88°34'39"E along said north right-of-way line, 466.24 feet; thence N01°25'21"W, 210.00 feet; thence S88°34'39"W, 221.00 feet; thence S01°25'21"E, 245.00 feet to a

EXHIBIT "A" CONT.

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the Point of Beginning.

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.

B I L L O F S A L E

KNOW ALL MEN BY THESE PRESENTS, That Interchange Associates,

Inc., ~~an~~ corporation, and

 , a corporation, hereinafter called "Sellers", and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, to them paid by the CITY OF COCOA, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called "City", the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer, and deliver unto the said "City", its successors and assigns, the following described property, assets and rights, to-wit:

All of the water lines, water mains and appurtenances
located

SEE EXHIBIT "A"

Landy Crawford Clerk Circuit Court
Recorded and Verified in Dade County, FL
4 of Volume 2
Taxation 1100 Date 1100
Selling Sales Tax
Duties Int. Tax
Selling Exp. Refund

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Sellers do hereby covenant to and with the City, its successors and assigns, that they are the lawful owners of the above described personal property and assets; that said personal property and assets are free from all encumbrances; that Sellers have good right to sell said personal property and assets, and that Sellers will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors and assigns, against the lawful claims and demands of all persons whatsoever.

The City, by the acceptance of this Bill of Sale, acknowledges and agrees that the Sellers make no warranties or representations, either expressed or implied, as to the fitness and condition of the personal property and assets hereinabove described, the City agreeing that said personal property and assets are being conveyed to it in an "as is" condition.

BK3372PG4495

561585

CH H&R 7 MCH 92

Signed, sealed and delivered

WITNESS

1997; 1998; 1999

WITNESS

SECFILIR

(CORPORATE SEAL)

WITNESSES:

PRESIDENT

WITNESS

~~SECRET~~

(CORPORATE SEAL)

COUNTY OF SUFFOLK

appeared Mahmoud M. Nashar and _____,
President and Secretary respectively of Interchange Associates, Inc.
_____, a corporation under the laws of the State
of Delaware _____, to me known to be the persons who signed the
foregoing instrument and severally acknowledged the execution
thereof to be their free act and deed for the uses and purposed
therein mentioned. He/~~She~~ 1) has produced satisfactory
evidence with an identification or 2) is personally known by
me and did not take an oath.

WITNESS my hand and official seal at Boston, Massachusetts,
said County and State, this 19th day of August, 1991.

NOTARY PUBLIC

C. PAULA BARRETTO
NOTARY PUBLIC
1200 S. 1st St. Boston, May 2, 1953

EXHIBIT "A"

**COMMERCIAL PARCEL
LOCATED AT SR 524 & SR 528
PARCEL C**

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east $\frac{1}{2}$ of the Northwest Quarter of said Section 18, run $N00^{\circ}30'36''E$ along the east line of the west $\frac{1}{2}$ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the **Point of Beginning** of the herein described parcel of land; thence continue $N00^{\circ}30'36''E$ along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: $S59^{\circ}25'26''E$, 810.07 feet; $S30^{\circ}34'34''W$, 50.00 feet; $S59^{\circ}25'26''E$, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of $59^{\circ}32'35''$ to the point of tangency thereof; thence $S00^{\circ}07'09''W$, 132.98 feet; thence leaving said southerly right-of-way line, run $S88^{\circ}34'39''W$, 274.56 feet, thence $S01^{\circ}25'21''E$, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence $S88^{\circ}34'39''E$ along said north right-of-way line, 466.24 feet; thence $N01^{\circ}25'21''W$, 210.00 feet; thence $S88^{\circ}34'39''W$, 221.00 feet; thence $S01^{\circ}25'21''E$, 245.00 feet to a

EXHIBIT "A" CONTINUED

point on aforesaid north right-of-way line; thence S88°34'39"W along said north right-of-way line, 113.35 feet to the Point of Beginning.

Containing 17.43 acres, more or less, and being subject to easements, restrictions, rights-of-way or limitations either recorded or implied.



Southern Bell

Right Of Way Easement

Table 1. Mean values of the dependent variables for the three groups of subjects.

It is the intention of the said owners to make use of and sell the premises and valuable consideration, the adequacy and receipt of which is hereby acknowledged, to the Southern Bell Telephone and Telegraph Company. The undersigned, owners of the premises described below, do hereby grant to the Southern Bell Telephone and Telegraph Company its licensees, agents, successors, assigns, and allied and associated companies, in right of any instrument or contract, the right to install, add or remove such lines or systems of communications or related services as the said company deems necessary.

1. Plankton community structure and function in Lake Erie.
2. Phytoplankton and water column bacterioplankton in the nearshore and offshore waters of Lake Erie.
3. Effects of climate change on the thermal structure of Lake Erie.
4. Understanding the ecology of Lake Erie's littoral zone.

County, State of _____

[illegible]

... *... ..*

and on the left, except the underground, the power is granted, at all over, along and under the roads, streets or highways adjacent to such said property.

The following rights are also granted to those authorized persons to attach wires or lay cable or conduit within the right of way for communications or electric power transmission or distribution, to trim and remove or to sand premises at all times to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution.

The receipt of ONE and 100 Dollars of \$100.00 is hereby acknowledged by the

* To have and to hold the above granted power of grant Southern Bell Telephone and Telegraph Company, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has signed on April 27 1994

signed, sealed and delivered
in the presence of

12

3488

Robert T. Westman
ROBERT T. WESTMAN

1.34

Address

MAUREEN COLLINS

INTERCHANGE ASSOCIATES, INC.

Name of Corporation:

Abstract

Continued on page 41

Tel: MICHAEL G. GAICH
Authorized corporate agent

CORPORATION FORM

FLORIDA

DATE: 17 FEBRUARY 1964

... , dated, being that of this day before me
 as attested by my signature and seal, personally, before **MICHAEL G. GAICH**

_____ is the author of the following description of the American

attendant authorized accounts INTERMARK ASSOCIATES, INC., a corporation, and
witnessed to be that he executed and delivered the foregoing as such officer in the name and on
behalf of said corporation, and fully authorized to do so.

3. $h_1^2 \otimes h_2^2 \otimes h_3^2 \in \mathbb{F}_2^{\otimes 6}$. Under assumption (1), this h_1^2 has not yet reached goal, this

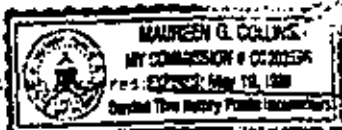
File # _____ Date: _____ Page 54

Prepared by and return to:
Robert T. Westman
WESTMAN AND LINTZ
1970 Michigan Avenue - Building F
Cocoa, FL 32922

Southern Bell Representative **3397FG3308**

Southern Bell Authority Number:

504.398.124116 — *see* *other titles*



DESCRIPTION OF SOUTHERN BELL EASEMENT
(A 10-Foot Wide Easement)

Commence at the Southwest Corner of the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida; thence run N00°30'56"E, along the East line of the West ½ of the Northwest Quarter of said Section 18, a distance of 218.60; thence N88°34'39"E, along the North right-of-way line of State Road 524, a distance of 5.00 feet to the POINT OF BEGINNING of the centerline of a ten-foot wide easement, lying five feet on each side of the following described centerline; thence N00°30'56"E, 642.60 feet; thence N59°53'56"E, 290.61 feet; thence N89°13'45"E, 324.19 feet; thence S58°01'12"E, 77.01 feet; thence S47°42'50"E, 32.66 feet; thence S58°14'58"E, 176.19 feet; thence S01°43'01"E, 95.93 feet; thence N89°23'58"E, 99.83; thence S02°02'03"E, 16.65 feet; thence S80°51'50"E, 37.66 feet; thence S41°09'50"E, 33.84 feet; thence S89°04'49"E, 15.64 feet; thence S01°52'09"E, 175. 71 feet; to the terminus of the centerline and the end of the easement.

Prepared by and returned to
 Robert S. Schumacher, Esq.
 150 Second Ave N, Suite 1700 HC
 St. Petersburg, FL 33701

CFN 2005453686

12-27-2005 03:32 pm

OR Book/Page: 5583 / 8287

#04280-01

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made this 21st day of December 2005, by and between CVS EGL HWY 524 COCOA FL, L.L.C. successor in interest to Eckerd Corporation, with offices at c/o CVS Pharmacy, Inc., ATTN: Property Administration Department, One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant") and Washington Mutual Bank, having its office at c/o National Commercial Operations Center, 555 Dividend Drive, Suite 150, Mailstop 3545PMTX, Coppell, Texas 75019, Attention: CRE Portfolio Administration, Loan No. 625027551 ("Mortgagee") and RDI Developers, LLC successor in interest to Interchange Associates, Inc., having its office at 3334 Long Beach Road, # 118, Oceanside, New York 11572 ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain lease dated September 28, 1993, as assigned, modified, supplemented or amended by the documents listed on Exhibit A hereto (collectively, the "Lease") covering premises located at 2324 State Road #524, Cocoa, Florida ("Premises") and as more specifically set forth in the Lease; and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of \$6,265,000.00 ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage/Deed of Trust/Deed to Secure Debt and Security Agreement ("Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the

Scott Ellis
 Clerk Of Courts, Brevard County

#Pgs: 11	#Names: 3	Serv: 0.00
Trust: 6.00	Rec: 89.00	Excise: 0.00
Mtg: 0.00	nt Tax: 0.00	

Lease, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than the current month; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in an escrow or other fund available to Mortgagee; or

(e) bound by any amendment or modification or waiver of any provision of the Lease made without the consent of the Mortgagee, which would reduce the lease term, rents payable, or square footage. Said consent shall be deemed given if a response by Mortgagee is not received within thirty (30) days of Landlord's request.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. (a) Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Mortgagee up to 45 days or a reasonable time (not to exceed 45 days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults.

(b) Mortgagee shall use best efforts to copy Tenant on any notice of Mortgagee's default under the Loan Documents at the same time that Mortgagee shall serve a Notice of Default on Mortgagee.

7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Except as provided in the Lease, Tenant hereby waives any priority it may have over Mortgagee with respect to any share of any condemnation award for a taking of all or part of the Premises, except any award for Tenant's loss of trade fixtures or improvements or installations made by Tenant; and agrees that all of any such award, except as above provided, shall be first payable to Mortgagee.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

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

WITNESS:

TENANT:

CVS EGL HWY 524 COCOA FL, L.L.C.


Marta C. DiMeglio

By: 
Roxanne E. Sicard
Assistant Secretary


Linda L. Charpentier

MORTGAGEE:

Washington Mutual Bank

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

LANDLORD:

RDI Developers, LLC

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

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

WITNESS:

TENANT:

CVS EGL HWY 524 COCOA FL L.L.C.

Marta C. DiMeglio
Marta C. DiMeglio

By: Roxanne E. Sicard
Roxanne E. Sicard
Assistant Secretary

Linda L. Charpentier
Linda L. Charpentier

MORTGAGEE:

Washington Mutual Bank

Mark Filozov
Name: MARK FILOZOV

By: Clare E. Coulter
Name: Clare E. Coulter
Title: Vice President

Carl Coy
Name: Carl Coy

LANDLORD:

RDI Developers, LLC

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF RHODE ISLAND)
) ss:
 COUNTY OF PROVIDENCE)

On this 23rd day of August, 2005, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of CVS EGL HWY 524 COCOA FL, L.L.C., the corporation described in and which executed the above instrument and that she executed this instrument on behalf of said corporation and that she had authority to do so.

Mary A. Swenson
 NOTARY PUBLIC



STATE OF New York)
) ss:
 COUNTY OF New York)

On this 19th day of December, 2005, before me personally appeared Charles E. Carlier, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is Vice President of WASHINGTON Mutual Bank, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

Sylvia Szawrycka
 NOTARY PUBLIC

SYLVIA SZAWRYCKA
 Notary Public, State of New York
 No. 01SZ6070982
 Qualified in Kings County
 Commission Expires March 11, 2006

STATE OF _____)
) ss:
 COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____ the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

 NOTARY PUBLIC

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's Interest as Landlord of the Lease.

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

WITNESS:

TENANT:

CVS EGL HWY 524 COCOA FL L.L.C.

Marta C. DiMeglio
Marta C. DiMeglio

By: Roxanne E. Sicard
Roxanne E. Sicard
Assistant Secretary

Linda L. Charpentier
Linda L. Charpentier

MORTGAGEE:

Washington Mutual Bank

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

LANDLORD:

RDI Developers, LLC

DEAN P. RIA
Name: _____

By: ISADL TRINIZ
Name: _____
Title: MANAGER

Debra M. Margus
Name: _____

STATE OF RHODE ISLAND)
) ss:
 COUNTY OF PROVIDENCE)

On this 23rd day of August, 2005, before me personally appeared Roxanne E. Sicard, who, being by me duly sworn, did depose and say that she resides in Cranston, Rhode Island; that she is Assistant Secretary of CVS EGL HWY 524 COCOA FL, L.L.C., the corporation described in and which executed the above instrument and that she executed this instrument on behalf of said corporation and that she had authority to do so.

Mary A. Swenson
 NOTARY PUBLIC



STATE OF _____)
) ss:
 COUNTY OF _____)

On this ____ day of _____, 2005, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

 NOTARY PUBLIC

STATE OF New York)
) ss:
 COUNTY OF NASSAU)

On this 19 day of Dec., 2005, before me personally appeared TS SAC TRINIA, who, being by me duly sworn, did depose and say that he/she resides at 488 ROSS AVE. STATION that he/she is MANAGER of R&F, LLC, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

 NOTARY PUBLIC

FREY P. FALK
 Notary Public, State of New York
 No. 02FA4837275
 Qualified in Nassau County
 Commission Expires April 30, 2007

EXHIBIT A

Short Form Lease dated November 8, 1994

Lease Amendment No. 1 dated July 12, 1994

Commencement Date Agreement dated July 5, 1994

Prepared By and Return To:
Eckerd Corporation
Maureen Emmet-Miller, Esq.
Po Box 4689
Clearwater, Florida 34618

Store #3095

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this _____ day of _____,
_____ by and between Interchange Associates, Inc.
_____ hereinafter referred to as "Landlord", and
Eckerd Corporation a Delaware
corporation, hereinafter called "Tenant", which terms "Landlord"
and "Tenant" shall include the successors and assigns of the
respective parties:

W I T N E S S E T H:

That Landlord, in consideration of the covenants of Tenant,
does hereby lease and demise unto Tenant and Tenant hereby agrees
to take and lease from Landlord for the term hereinafter
specified, a storeroom located on land situated in the City of
Cocoa, County of Brevard, State of
Florida, and more particularly described in Exhibit "B".

FOR TENANT TO HAVE AND TO HOLD for an initial term commencing
thirty days after the completion of the above improvements or when
Tenant opens said premises for the transaction of its business,
whichever event occurs earlier, and terminating twenty (20)
years from the date of said commencement.

IT IS FURTHER AGREED that Tenant, at its option, shall be
entitled to the privilege of four (4) successive
extensions of this lease, each extension to be for a period of
five (5) years.

IT IS FURTHER AGREED that Landlord will not directly or
indirectly lease, rent, sell or otherwise permit any property in
which it has any interests (direct or indirect) located within
1,000 feet of the exterior boundry of said premises for use as a
drug store, without the written permission of Tenant.

IT IS UNDERSTOOD AND AGREED that this is a short form lease
which is for the rents and upon the terms, covenants, conditions,
rights, and liabilities contained in the collateral lease
agreement dated September 28, 1993, and shall run with
the land and continue for the term of said lease and any
extensions thereof, and shall be binding upon the heirs, executors
administrators, successors, and assigns of the parties hereto,
which collateral lease agreement is and shall be made a part of
this instrument as fully and completely as if the same were set
forth herein. Said collateral lease agreement includes provisions
wherein Tenant is granted certain exclusive operation rights in
regard to the storeroom mentioned above.



CFN 95873848

10-12-95 04:55 pm

OR Book/Page: 3511 / 0710

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 3

#Names: 2

Trust: 2.00

Re 13.00

Deed: 0.00

Excise: 0.00

Mtg: 0.00

Int Tax: 0.00

Serv 0.00

IN WITNESS WHEREOF, the Landlord and Tenant agree to the foregoing instrument in its entirety as of the day and year first set forth above and have executed same on the day and year set forth in the acknowledgements below.

WITNESSES AS TO LANDLORD:

William John Main
Printed Name WILLIAM JOHN MAIN

Saleh Elawla Hassan
Printed Name SALEH ELAWLA HASSAN

LANDLORD
Interchange Associates, Inc.

By: [Signature]
Its: President

Attest: _____
Its: _____

WITNESSES AS TO TENANT:

Clarisse McCarver
Printed Name Clarisse McCarver

[Signature]
Printed Name Consulate General of the

Western Province
STATE OF City of Jeddah
COUNTY OF Consulate General of the
United States of America,

TENANT
Eckerd Corporation

By: Robert D. Boos
Vice President

Attest: [Signature]
Assistant Secretary
Robert E. Lewis

Before me, the undersigned authority, on this day personally appeared Mahmoud M. I. Nashar and xxxxxxxxxxxxxxxxxxxxxxxxxxxx, as landlord of Interchange Associates, Inc., respectively, of Jeddah, Saudi Arabia, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose therein expressed as the act and deed of said corporation, and in the capacity therein stated:

Given under my hand and seal of office, this 17th day of November 1993

MY COMMISSION EXPIRES: Indefinitely

[Signature]
Notary Public
Jeannette E. Davis
American Consul

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, on this day personally appeared Robert D. Boos and Robert E. Lewis, as Vice President and Assistant Secretary, respectively, of Eckerd Corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose therein expressed as the act and deed of said corporation, and in the capacity therein stated:

Given under my hand and seal of office, this 8th day of November, 1994.

MY COMMISSION EXPIRES: _____

Barbara J. Eliason
Notary Public



BARBARA J. ELIASON
COMMISSION # CC 364246
EXPIRES MAY 24, 1998
ATLANTIC BONDING CO., INC.

EXHIBIT "B"
LEGAL DESCRIPTION
OUTPARCEL A

That certain piece, parcel or tract of land located in
Cocoa, Brevard County, Florida, more particularly described as
follows:

A parcel of land situated within the Northwest Quarter of Section 18,
Township 24 South, Range 36 East, Brevard County, Florida, being more
particularly described as follows:

From the Southwest corner of the East 1/2 of the Northwest Quarter of said
Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of
State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said
north Right-of-Way 113.35 feet, to the Point of Beginning of the herein
described parcel of land; thence N01°25'21"W, 245.00 feet; thence
N88°34'39"E, 221.00 feet; thence S01°25'21"E, 210.00 feet; thence
S88°34'39"W, 135.00 feet; thence S01°25'21"E, 35.00 feet; thence
S88°34'39"W, 86.00 feet, to the Point of Beginning.

Containing 1.13 Acres, more or less, and being subject to easements,
restrictions, rights-of-way or limitations, either recorded or implied.



OR Book/Page: 3511 / 0712



PREPARED BY AND RETURN TO:

Charles L. Wood, Esq.
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

Parcel ID: Part of 24-36-18-00-00251.1-00

ASSIGNMENT OF MAINTENANCE CONTRIBUTION

THIS ASSIGNMENT OF MAINTENANCE CONTRIBUTION is made and entered into this 16TH day of April, 2008, by and between **RDI DEVELOPERS, LLC**, a New York limited liability company (hereinafter "Assignor") and **HOME DEPOT U.S.A., INC.**, a Delaware corporation (hereinafter "Assignee"). In consideration of the payment to Assignor by Assignee of the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor shall and does hereby grant, transfer, set over and assign to Assignee the Maintenance Contribution described in that certain Shopping Center Easement Agreement dated August 25, 1995 between Interchange Associates, Inc., a Delaware corporation, as predecessor-in-interest to Assignor, recorded October 31, 1995 in Official Record book 3516, Page 4332, of the Public Records of Brevard County, Florida (the "Easement").
2. The undersigned, as Grantor under the above referenced Easement, hereby certifies to the best of its actual knowledge as of the date hereof the following:
 - (a) That the Easement is in full force and effect and there are no assignments by Grantee, extensions, modifications, supplements or amendments thereto except those appearing of record in the Clerk of the Circuit Court, Brevard County, Florida;
 - (b) That all material terms and conditions of the Easement to be performed by Grantee have been performed; there are no defaults in the payment of the maintenance contribution nor of any other covenants to be performed by Grantee under the Easement, and Assignor has not received any notice nor is aware of any actions, suits or claims regarding the Easement;
 - (c) That there are no charges which the Assignor claims as additional liens upon the easement estate; and
 - (d) That Assignor received the Maintenance Contribution due September 15, 2007 from Grantee in the amount of One Thousand, Three Hundred and Forty-Four and No/100 Dollars (\$1,344.00).

★
RETURN TO:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
ATTN: JENNIE CLAYTON
5690 W. Cypress St., Ste A
Tampa, FL 33607
NAPS / FNT File No NT06-0831

3. Assignor hereby represents and warrants that it is the lawful owner of the Easement; that it has full power and authority to enter into this Assignment without the joinder of any other party nor are any consents necessary for assignment of the Maintenance Contribution; that all actions necessary to execute and deliver this Assignment have been duly taken and that the Easements are in full force and effect and have not been assigned, modified, supplemented or amended by Assignor except as may be described therein or in other non-exclusive assignments.
4. The parties hereto covenant and agree to execute all such further instruments and take all such further action as may be reasonably required by either party to fully effectuate the terms and provisions of this Assignment and the transactions contemplated herein, including but not limited to providing written notice to Grantee of the assignment of the Maintenance Contribution.
5. The covenants, warranties, representations and obligations contained in this Assignment shall survive the consummation of all transactions contemplated herein, and this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
6. The captions of sections in this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
Signatures appear on the following two (2) pages.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed on the date first above written

GRANTOR:

RDI DEVELOPERS, LLC, a New York
limited liability company

Signed, sealed and delivered in the presence of:

Witness:

[Signature]

Print Name: RAFI MANDELBERG

By: [Signature]
ISAAC TRINK (aka IZHAK TRINK)

Its: Manager

Witness:

[Signature]

Print Name: CRICO NUSBAUM

STATE OF New York

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 11th, day of April, 2008 by **ISAAC TRINK (aka IZHAK TRINK)**, as the Manager of RDI Developers, LLC, a New York limited liability company, on behalf of the limited liability company. He is personally known to me or has produced DRIVERS LICENSE (type of identification) as identification.

[Signature]
Notary Public
My Commission Expires

(NOTARY SEAL)

EVA M. VIDALLON
Notary Public, State of New York
No. 01VI6075098
Qualified in Nassau County
Commission Expires June 3, 2010

GRANTEE:

HOME DEPOT U.S.A., INC., a Delaware corporation

Signed, sealed and delivered in the presence of:

Witness:

Marie J. Vietot

Print Name: Marie J. Vietot

By: Thomas K. Anderson

Print Name:

Its:

Thomas K. Anderson
Corporate Counsel

Witness:

Ivelisse Guadalupe

Print Name: IVELISSE GUADALUPE

STATE OF GEORGIA

COUNTY OF COBB

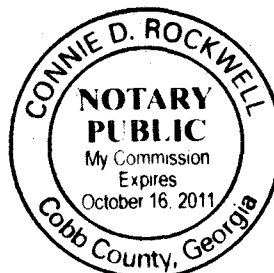
The foregoing instrument was acknowledged before me this, day of April 14, 2008
by Thomas K. Anderson, as Corporate Counsel of
HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. He is
personally known to me or has produced _____
_____(type of identification) as identification.

Connie D. Rockwell

Notary Public

My Commission Expires: _____

(NOTARY SEAL)





CFN 95886217 10-31-95 02:42 pm
OR Book/Page: 3516 / 4332

4720
11.00
COCOA, FLORIDA
SR 524 & Industry Road
L/C: 009-1468

Fidelity Title
Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 10	#Names: 2
Trust: 5.50	Rec: 41.00
Deed: 0.70	Serv: 11.00
Mtg: 0.00	Excise: 0.00
	Int Tax: 0.00

SHOPPING CENTER EASEMENT AGREEMENT

THE EASEMENT GRANT, dated August 25, 1995, is between INTERCHANGE ASSOCIATES, INC., a Delaware corporation ("Grantor") and McDONALD'S CORPORATION, a Delaware corporation ("Grantee"). The following statements are a material part of this Easement Agreement:

- A. Grantee is the purchaser of a tract of land described as Parcel 1 on Exhibit A, attached.
- B. Grantor is the owner of a tract of land described as Parcel 2 on Exhibit B, attached.
- C. Grantor wishes to grant, and Grantee wishes to receive, easements over, under and across the driveways and access ways, sidewalks and walkways, exits and entrances and parking areas as depicted on Exhibit B attached.

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

1. EASEMENT FOR INGRESS AND EGRESS

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the parking areas and spaces, driveways and access ways, sidewalks and walkways, exits and entrances, as depicted on Exhibit B attached.

2. EASEMENTS FOR UTILITIES

Grantor also grants and conveys to Grantee perpetual, non-exclusive easements, appurtenant to Parcel 1, for the purpose of installing, operating, maintaining, repairing, replacing and renewing any and all utility lines and related facilities, including storm water drainage outfall rights, over, above, along, under, in and across Parcel 2 wherever said utility lines or storm water drainage outfall are presently located.

3. MAINTENANCE

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

- A. Maintaining the surfaces at such grades and levels that they may be used and enjoyed as contiguous and homogeneous common areas and maintaining the surfaces in a level, smooth and

evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

B. Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep these areas in a neat, clean and orderly condition; and

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

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

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

4. BARRIERS

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

5. CHANGES TO DRIVEWAYS AND ACCESS DRIVES

Grantor agrees that the access drives from State Road 524 shall not be changed or modified without Grantee's consent. Grantor agrees not to make any changes to the curb cuts abutting Parcel 1 within Parcel 2 which would in any way obstruct direct access to Parcel 1.

6. RULES AND REGULATIONS

Grantor and Grantee each reserve the right on their respective properties to enact reasonable rules and regulations affecting their respective properties relating to the conduct and operation of the parking areas and spaces, driveways and other common areas situated on their respective properties notwithstanding the grant of the easements herein provided. Each party shall use its best efforts not to allow its employees or the employees of Grantor's other tenants from parking on the other party's property.

7. COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION

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

covenants herein contained shall not be deemed a third party beneficiary contract for the benefit of employees, customers or business invitees of either of the parties.

8. MAINTENANCE CONTRIBUTION:

Grantee shall pay to Grantor an annual assessment of \$1,000.00 on September 15 of each year as its contribution toward the expenses of maintenance of the easement areas. Said annual assessment shall be increased each year by 2 1/2 per cent.

9. MAINTENANCE EXPENSES

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

10. DEFAULT

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

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



11. COVENANTS RUNNING WITH LAND

OR Book/Page: 3518/ 4335

The rights contained within this Easement Agreement shall run with the land and inure to, and be for the benefit of, Grantor and Grantee, their successors and assigns, and the tenants, sub-tenants, licensees, concessionaires, mortgagees in possession. Only those rights of ingress and egress over driveways and access ways, sidewalks and walkways, exits and entrances, and right to parking shall inure to the benefit of customers and business invitees of the parties.

12. COVENANTS OF TITLE AND QUIET ENJOYMENT

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

13. LOT LIGHTS

Grantor agrees that the lot lights located within 100 feet of Parcel 1 and located within twenty-five (25) feet of all entrances shall be lit during the morning and evening hours while the Grantee's business is open, as natural light availability dictates. Grantee shall have the right to approve any changes or alterations to the lot lights located within 100 feet of Parcel 1.

14. TERMINATION OF LIABILITY

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

15. CONSTRUCTION

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

16. NOTICE

Grantor's address is 190 S. Sykes Creek Parkway, Merritt Island, FL 32952 and Grantee's address is One McDonald's Plaza, Oak Brook, Illinois 60521, Attention: Director, Real Estate Legal Department. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.



17. LEGAL PROCEEDINGS

If either party commences any legal proceedings to enforce the provisions hereof, the prevailing party in such proceedings shall be entitled to all costs incurred including reasonable attorneys fees at both the trial and appellate level. The parties agree that the venue of such proceedings shall be Brevard County, Florida, and each party waives the right to a jury trial.

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

GRANTOR: INTERCHANGE ASSOCIATES, INC., a Delaware Corporation

By: _____

ATTEST: _____

By: _____

WITNESS: _____

WILLIAM J. MAIN

SAM SIAM

GRANTEE: McDONALD'S CORPORATION

By: _____

ATTEST: _____

By: _____

WITNESS: _____

Ellen Loess

Sue Fisher

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A AND B)

Prepared by and Return to:

Denise Strom
Development Team Legal Department
McDONALD'S CORPORATION
711 Jorie Blvd.
Oak Brook, Illinois 60521



ACKNOWLEDGMENT - McDONALD'S

OR Book/Page: 3516/ 4337

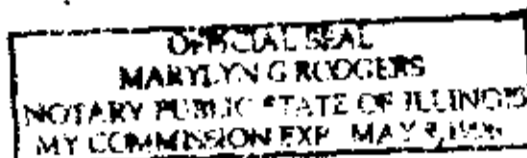
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Marilyn G. Rodgers, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Joseph R. Thomas, Assistant Vice President of McDonald's Corporation, a Delaware Corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Assistant Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of August, 1995.

Marilyn G. Rodgers
Notary Public

My commission expires May 9, 1996



ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ and _____ of _____ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public My commission expires _____

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of _____, a(n) _____ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public My commission expires _____




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ACKNOWLEDGMENT

**KINGDOM OF SAUDI ARABIA
WESTERN PROVINCE
CITY OF JEDDAH
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA**

The execution of the foregoing Easement and Maintenance Agreement was acknowledged before me, an officer duly authorized in the aforesaid jurisdiction to take acknowledgments by MAHMOUD NASHAR, President of INTERCHANGE ASSOCIATES, INC., a Delaware corporation, on behalf of said corporation on OCTOBER 23, 1995.



Consul of the United States
of America

**DOUGLAS B. NEUMANN
CONSUL OF THE
UNITED STATES OF AMERICA**

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The execution of the foregoing Easement and Maintenance Agreement was acknowledged before me, an officer duly authorized in the aforesaid jurisdiction to take acknowledgments by _____ of McDONALD'S CORPORATION, a Delaware corporation, on behalf of said corporation on _____, 1995.

Notary Public



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Exhibit A

PARCEL 1:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East 1/2 of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 528 reroute; thence N88°34'39"E, along said north Right-of-Way 199.35 feet; thence N01°25'21"W, 35.00 feet; thence N88°34'39"E, 601.24 feet, to the Point of Beginning of the herein described parcel, thence N01°25'21"W, 215.00 feet; thence N88°34'39"E, 274.56 feet; thence S00°07'09"W, 49.90 feet, to a Point of Curve concave to the northwest; thence along the curve having a radius of 169.68 feet, a central angle of 88°27'30", an arc distance of 261.97 feet, to the Point of Tangency; thence S88°34'39"W, 103.60 feet, to the Point of Beginning.

UNSUBSTANTIATED
FOR
MICROFILM

EXHIBIT "B"



LEGAL DESCRIPTION

OR Book/Page: 3516/ 4340

SHOPPING CENTER PARCEL

That certain piece, parcel or tract of land located in Cocoa, Brevard County, Florida, more particularly described as follows:

PARCEL 2:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the southwest corner of the east $\frac{1}{2}$ of the Northwest Quarter of said Section 18, run $N00^{\circ}30'36''E$ along the east line of the west $\frac{1}{2}$ of the Northwest Quarter of said Section 18, a distance of 218.60 feet to the north right-of-way line of State Road No. 524 (State Road 528 Reroute) and the Point of Beginning of the herein described parcel of land; thence continue $N00^{\circ}30'36''E$ along said east line, 1,190.12 feet to a point on the southerly right-of-way line of State Road No. 528; thence run the following courses along said southerly right-of-way line: $S59^{\circ}25'26''E$, 810.07 feet; $S30^{\circ}34'34''W$, 50.00 feet; $S59^{\circ}25'26''E$, 351.72 feet to the Point of Curvature of a curve concave southwesterly having a radius of 169.69 feet; thence southeasterly along the arc of said curve 176.35 feet, through a central angle of $59^{\circ}32'35''$ to the point of tangency thereof; thence $S00^{\circ}07'09''W$, 132.98 feet; thence leaving said southerly right-of-way line, run $S88^{\circ}34'39''W$, 274.56 feet, thence $S01^{\circ}25'21''E$, 215.00 feet to a point on the north right-of-way line of State Road No. 524 (State Road 528 Reroute); thence $S88^{\circ}34'39''W$ along said north right-of-way line, 466.24 feet; thence $N01^{\circ}25'21''W$, 210.00 feet; thence $S88^{\circ}34'39''W$, 221.00 feet; thence $S01^{\circ}25'21''E$, 245.00 feet to a point on aforesaid north right-of-way line; thence $S88^{\circ}34'39''W$ along said north right-of-way line, 113.35 feet to the Point of Beginning.

Scaled Down Site Plan
Shoppes of Cocoa North



OR Book/Page 3516 / 4341

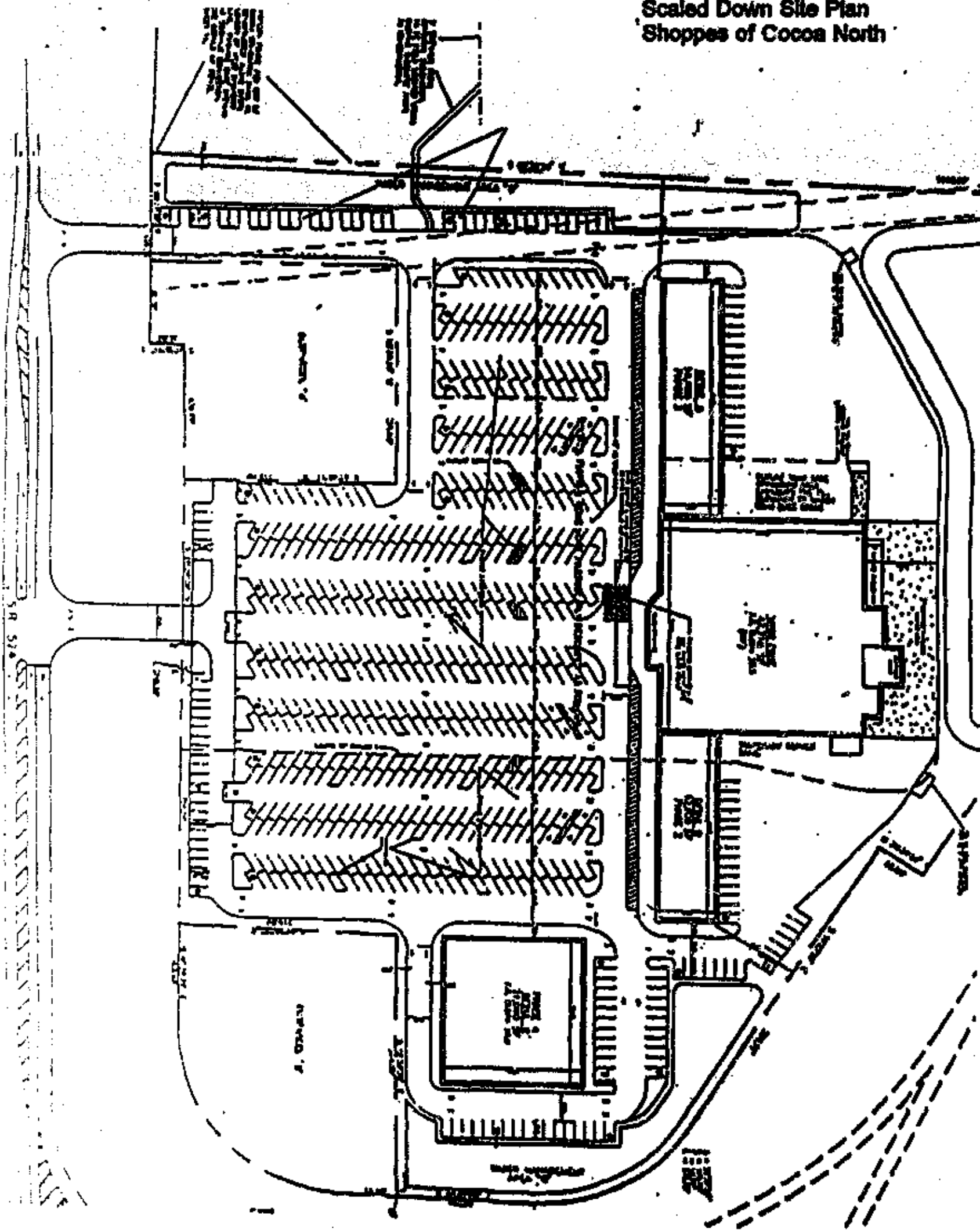


Exhibit B

INDUITABLE
FOR
MICROFILM

Prepared by & Return to:
 Joan Clark, City Clerk
 City of Cocoa
 603 Brevard Avenue
 Cocoa, FL 32922

CFN 2005275065 08-03-2005 09:56 am
 OR Book/Page: 5510 / 1779

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 8 #Names: 2
 Trust: 4.50 Rec: 65.00 Serv: 0.00
 Mtg: 0.00 Excise: 0.00
 nt Tax: 0.00

Parcel ID. #(s): _____

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by INTERCHANGE ASSOCIATES, INC., a Delaware corp. which is authorized to do business in the State of Florida, and has a mailing address of 190 S. Sykes Creek Pkwy, Suite 4, Merritt Island, FL 32952 (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 603 Brevard Avenue, Cocoa, Florida 32902 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the developer of real property located within Brevard County, Florida; and

WHEREAS, Grantor has designed, permitted and constructed certain facilities for the provision of water to the Property, including water liens, water mains, pipes, service lines, tees, joints and appurtenances (hereinafter "**Water Line Facilities**"), for which **Grantor** intends to convey ownership of such Water Line Facilities to **Grantee**; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the Water Line Easement as provided herein; and

WHEREAS, providing of Water Line Facilities to the Property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line easement over, under, through, and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line Easement"); and a perpetual non-exclusive ingress and egress easement across the real property legally described in **Exhibit "B"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Ingress/Egress Easement"). Said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement.** The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for Grantee to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

- (a) the right for Grantee to inspect, alter, improve, construct repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;
- (b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and
- (c) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the easement areas to not interfere with use by Grantor, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, Grantor hereby reserves for itself the right to use the easement

areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** Grantee shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the **Grantee's** right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the **Grantee's** potential liability under state or federal law.

10. **Indemnification.** Grantee agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless **Grantor** from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: **Grantee**, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**.

The indemnification provided above shall obligate the **Grantee** to defend at its own expense or to provide for such defense, at the option of the **Grantor**, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the **Grantor** which may result under this Agreement. In all events, the **Grantor** shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Orange County, Florida.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications

(collectively, ANotices@) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

190 S. Sykes Creek Pkwy.
Suite # 4
Merritt Island, Florida 32952
Attention: Michael G. Gaich
TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
603 Brevard Avenue
Cocoa, FL 32902

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14 Modification. This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. Entire Agreement. This Easement constitutes the full and entire agreement between the parties hereto and supercedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

WITNESSES:

Print Name: PHILIP STEWART

Print Name: BAZI MOHD. ABDUL HADI

GRANTOR

INTERCHANGE ASSOCIATES, INC.

By: Mahmoud M. Nashar, President
Date: 2nd May, 2005

KINGDOM OF SAUDI ARABIA
 WESTERN PROVINCE
 CITY OF JEDDAH
 CONSULATE GENERAL OF THE
 UNITED STATES OF AMERICA

Kingdom of Saudi Arabia
 Western Province
 City of Jeddah
 Consulate General of the
 United States of America

MAHMOUD M. NASHAR, President of INTERCHANGE ASSOCIATES, INC. a Delaware corporation, personally appeared before me on May 2nd, 2005 and acknowledged executing the Water Line & Ingress/Egress Easement Agreement on behalf of said corporation, and who produced the following identification: his Saudi passport.

BEN BALL

VICE-CONSUL OF THE
 UNITED STATES OF AMERICA

Consul of the United States
 of America

GRANTEE

CITY OF COCOA ACCEPTANCE

Carl R. Larrabee, Jr.
 CARL R. LARRABEE, JR. Utility Director

STATE OF FLORIDA
 COUNTY OF BREVARD

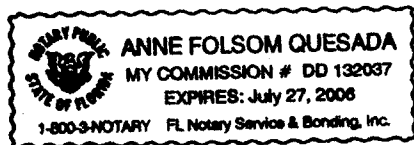
I HEREBY certify that the foregoing instrument was acknowledged before me this 18th day of July, 2005, by Carl R. Larrabee, Jr., as Utility Director of the City of Cocoa ☒ who is personally known to me, or ☐ who has produced _____ as identification.

Anne Folsom Quesada

Notary Public, State of Florida

Print Name Anne Folsom Quesada

My commission expires: July 27, 2006



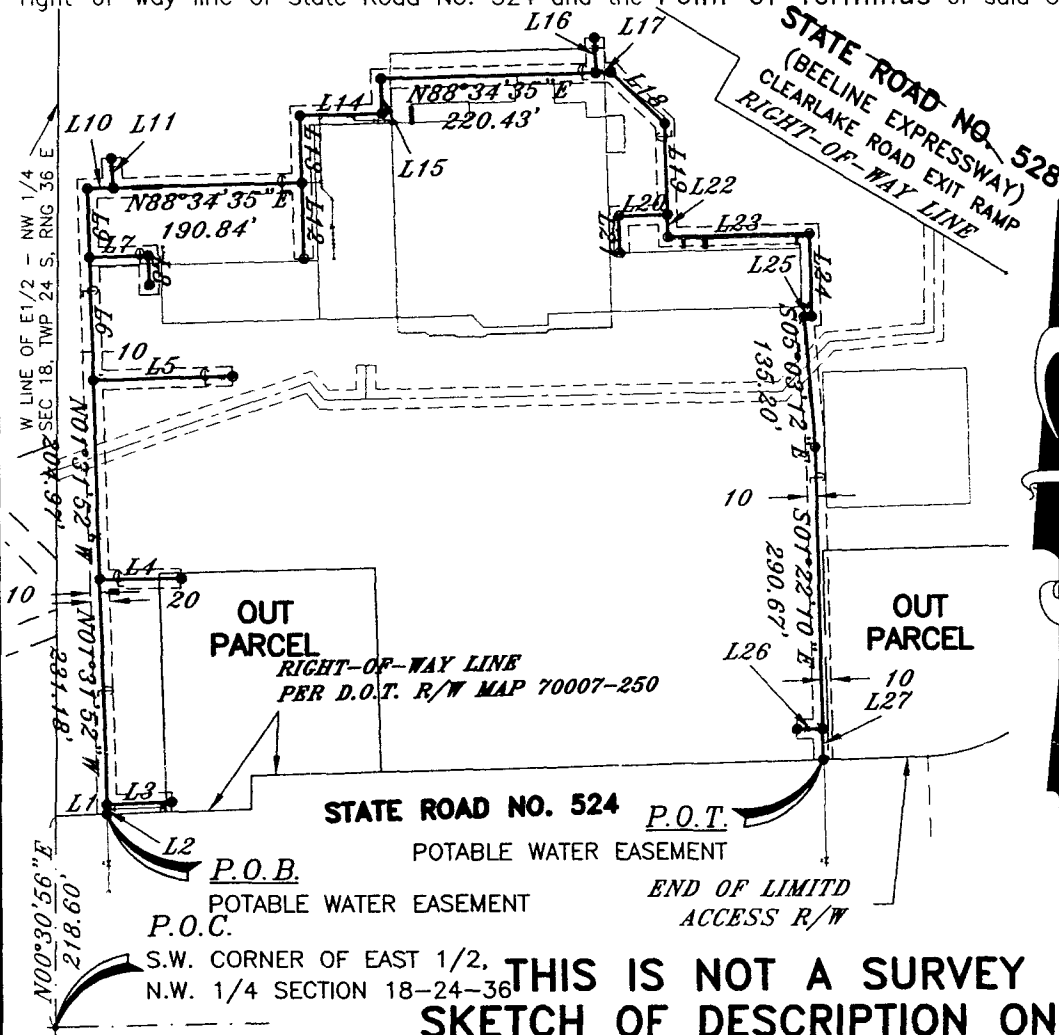
Water Line & Ingress/Egress Easement

Page 5 of 5

DESCRIPTION - WATER LINE

20-foot wide easement for a water line, under and across the East 1/2 of the Northwest 1/4 of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 18; thence run N00°30'56"E, along the West line of said East 1/2 of the Northwest 1/4 of Section 18, a distance of 218.60 feet; thence run N88°34'35"E, along the Northerly right-of-way line of State Road No. 524, a distance of 53.03 feet to the Point of Beginning of the Centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described centerline; thence N01°31'52"W, 10.00 feet; thence N88°34'35"E, 66.00 feet; thence return S88°34'35"W, 66.00 feet; thence N01°31'52"W, 231.18 feet; thence East, 83.00 feet; thence return West, 83.00 feet; thence N01°31'52"W, 204.97 feet; thence N88°37'44"E, 141.00 feet; thence return S88°37'44"W, 141.00 feet; thence N01°31'52"W, 121.41 feet; thence N88°28'08"E, 59.88 feet; thence N01°31'52"E, 30.17 feet; thence return N01°31'52"W, 30.17 feet; and S88°28'08"W, 59.88 feet; thence N01°31'52"W, 75.78 feet; thence N88°34'35"E, 27.15 feet; thence N03°54'22"W, 31.00 feet; thence return S03°54'22"E, 31.00 feet; thence N88°34'35"E, 190.84 feet; thence S01°27'22"E, 78.37 feet; thence return N01°27'22"W, 78.37 feet; thence N01°27'22"W, 69.17 feet; thence N88°34'35"E, 85.07 feet; thence N01°25'25"W, 36.00 feet; thence N88°34'35"E, 220.43 feet; thence N02°36'13"W, 36.00 feet; thence return S02°36'13"E, 36.00 feet; thence N88°34'35"E, 16.37 feet; thence S46°48'45"E, 77.06 feet; thence S01°39'11"E, 93.68 feet; thence S88°31'23"W, 51.50 feet; thence S01°28'37"E, 38.00 feet; thence return N01°28'37"W, 38.00 feet; and N88°31'23"E, 51.50 feet; thence S01°39'11"E, 23.20 feet; thence N88°34'35"E, 148.07 feet; thence S01°25'25"E, 85.20 feet; thence S88°34'35"W, 8.00 feet; thence S05°03'12"E, 135.20 feet; thence S01°22'10"W, 290.67 feet; thence N89°17'17"W, 27.00 feet; thence return S89°17'17"E, 27.00 feet; thence S01°22'10"E, 31.70 feet to the Northerly right-of-way line of State Road No. 524 and the Point of Terminus of said Centerline.



LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINUS
R/W = RIGHT-OF-WAY
CL = CENTERLINE

LINE TABLE

LINE	BEARING	LENGTH
L1	N88°34'35"E	53.03'
L2	N01°31'52"W	10.00'
L3	N88°34'35"E	66.00'
L4	N90°00'00"E	83.00'
L5	N88°37'44"E	141.00'
L6	N01°31'52"W	121.41'
L7	N88°28'08"E	59.88'
L8	S01°31'52"E	30.17'
L9	N01°31'52"W	75.78'
L10	N88°34'35"E	27.15'
L11	N03°54'22"W	31.00'
L12	S01°27'22"E	78.37'
L13	N01°27'22"W	69.17'
L14	N88°34'35"E	85.07'
L15	N01°25'25"W	36.00'
L16	N02°36'13"W	36.00'
L17	N88°34'35"E	16.37'
L18	S46°48'45"E	77.06'
L19	S01°39'11"E	93.68'
L20	S88°31'23"W	51.50'
L21	S01°28'37"E	38.00'
L22	S01°39'11"E	23.20'
L23	N88°34'35"E	148.07'
L24	S01°25'25"E	85.20'
L25	S88°34'35"W	8.00'
L26	N89°17'17"W	27.00'
L27	S01°22'10"E	31.70'

The Description and this sketch have been prepared to conform with applicable Minimum Technical Standards as set forth by The Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This Certification is a statement of professional opinion based on the surveyor's knowledge, information and belief, which is based on the existing field evidence and documentary evidence as provided to the surveyor and is not an expressed or implied warranty or guaranty. This sketch is for the sole and exclusive benefit of the parties named hereon and for the specific purpose noted, and must not be relied upon by any other individual or entity whatsoever, and is not transferable under any circumstances. No liability or responsibility is assumed by the undersigned surveyor for any other use of this sketch or to any party not specifically named hereon. This drawing is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper, and reproduction of this drawing without written permission of the surveyor is hereby forbidden.

WILLIAM A. LANE,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 3913

DATE: 9/16/03

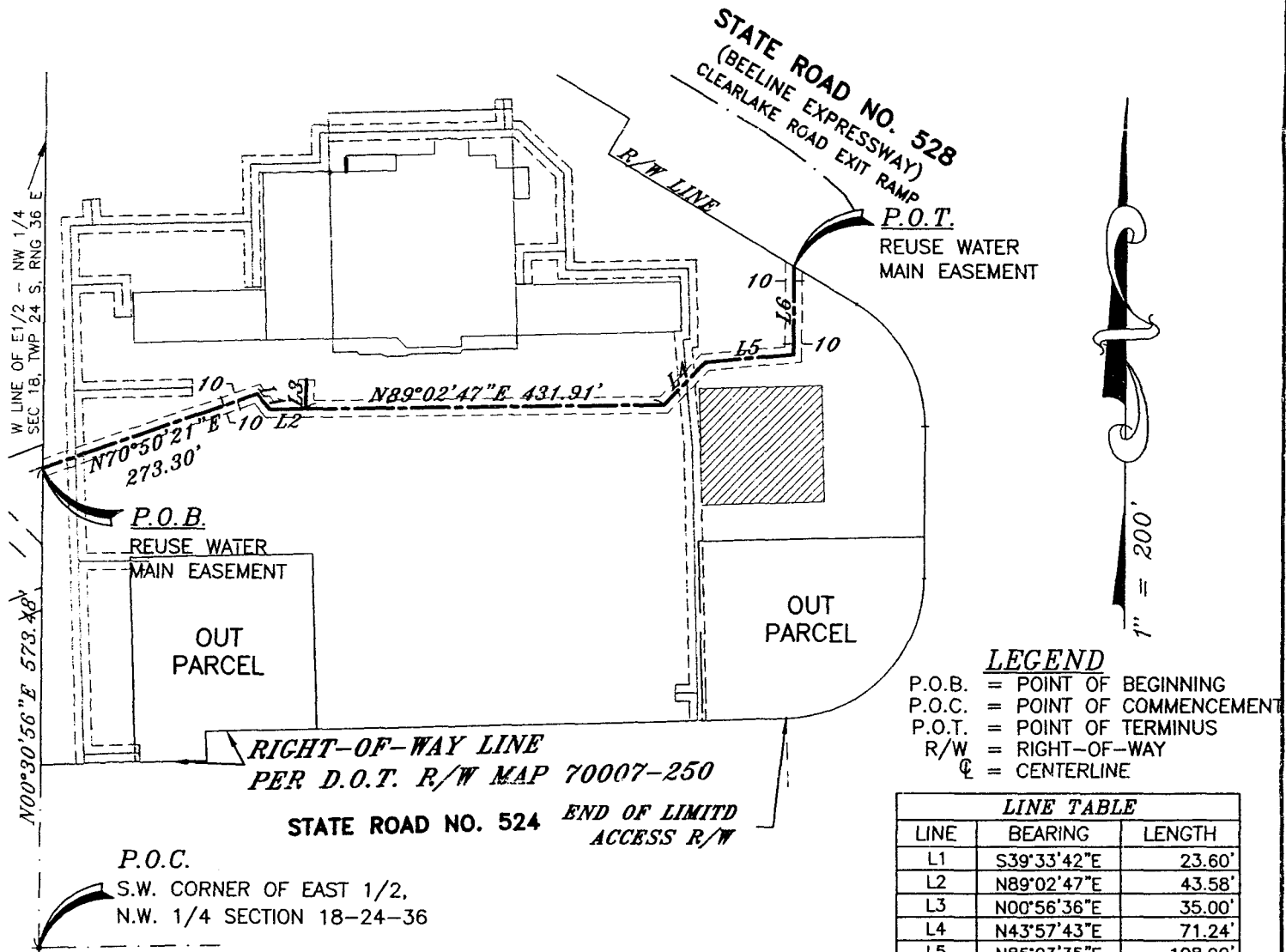
JOB No. 92133.02 DRAWING No. 9213302101
B.S.E. CONSULTANTS, INC.
CONSULTING-ENGINEERING-LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA (321) 725-3674
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 4151

DESCRIPTION - REUSE MAIN

A 20-foot wide easement for a reuse main, under and across the East 1/2 of the Northwest 1/4 of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 18; thence run N00°30'56"E, along the West line of said East 1/2 of the Northwest 1/4 of Section 18, a distance of 573.48 feet to the Point of Beginning of the Centerline of a 20-foot wide easement, said easement lying 10.00 feet on each side of the following described line; thence N70°50'21"E, 273.30 feet; thence S39°33'42"E, 23.60 feet; thence N89°02'47"E, 43.58 feet; thence N00°56'36"E, 35.00 feet; thence return S00°56'36"W, 35.00 feet; thence N89°02'47"E, 431.91 feet; thence N43°57'43"E, 71.24 feet; thence N85°03'35"E, 108.90 feet; thence N00°08'38"E, 105.71 feet to the South right-of-way line of State Road 528, and Point of Terminus of said Centerline.



THIS IS NOT A SURVEY SKETCH OF DESCRIPTION ONLY

The Description and this sketch have been prepared to conform with applicable Minimum Technical Standards as set forth by The Florida Board of Professional Land Surveyors in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This Certification is a statement of professional opinion based on the surveyor's knowledge, information and belief, which is based on the existing field evidence and documentary evidence as provided to the surveyor and is not an expressed or implied warranty or guaranty. This sketch is for the sole and exclusive benefit of the parties named hereon and for the specific purpose noted, and must not be relied upon by any other individual or entity whatsoever, and is not transferable under any circumstances. No liability or responsibility is assumed by the undersigned surveyor for any other use of this sketch or to any party not specifically named hereon. This drawing is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper, and reproduction of this drawing without written permission of the surveyor is hereby forbidden.

WILLIAM A. CANE,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 3913

JOB No. 92133.02 DRAWING No. 9213302102
B.S.E. CONSULTANTS, INC.
CONSULTING-ENGINEERING-LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4
MELBOURNE, FLORIDA (321) 725-3674
CERTIFICATE OF PROFESSIONAL ENGINEERS BUSINESS AUTHORIZATION: 4905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004905

SCOTT M. GLAUBITZ,
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATION No. 4151

DATE: 6/15/03

EXHIBIT B

That portion of the East 1/2 of the Northwest 1/4, less right of way for State Roads #528 and 524, in Section 18, Township 24 South, Range 36 East, Brevard County, Florida, which lies south of State Road #528; less and except the following:

A parcel of land situated within the Northwest Quarter of Section 18, Township 24 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

From the Southwest corner of the East 1/2 of the Northwest Quarter of said Section 18, run N00°30'56"E, 218.60 feet, to the north Right-of-Way line of State Road 524 (State Road 528 reroute); thence N88°34'39"E, along said north Right-of-Way 199.35 feet; thence N01°25'21"W, 35.00 feet; thence N88°34'39"E, 601.24 feet, to the Point of Beginning of the herein described parcel, thence N01°25'21"W, 215.00 feet; thence N88°34'39"E, 274.56 feet; thence S00°07'09"W, 49.90 feet, to a Point of Curve concave to the northwest; thence along the curve having a radius of 169.68 feet, a central angle of 88°27'30", an arc distance of 261.97 feet, to the Point of Tangency; thence S88°34'39"W, 103.60 feet, to the Point of Beginning.

FROM :FPL

FAX NO. :3217264813

Nov. 13 2007 09:48AM P4

Work Request No. 2854538

Sec. 18, Twp 24 S, Rgo 36 E

Parcel I.D. 24-36-18-00-250.1-

Q

(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By

Name: Joe Perotto

Co. Name: Florida Power & Light Company

Address: 9001 Ellis Rd

W. Melbourne, FL 32904

pg 2 of 3.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

See attached Exhibit A

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay ca and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to s premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of easement area which might interfere with or fall upon the lines or systems of communications or power transmission distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabo granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or throu said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on Dec. 7, 2007

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: _____
(Witness)

(Witness' Signature)

Print Name: _____
(Witness)

RDI DEVELOPERS
(Corporate's name)

By: [Signature]
(President's signature)

Print Name: RAFI MANDELMAN

Print Address: _____

Attest: _____
(Secretary's signature)

Print Name: _____

Print Address: _____

(Corporate Seal)

STATE OF NY AND COUNTY OF Nassau. The foregoing instrument was acknowledged before me th 7 day of December, 2007, by RAFI MANDELMAN, and _____ respectively the _____ President and _____ Secretary of _____ corporation, on behalf of said corporation, who are personally known to me or have produced RAFI MANDELMAN a identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

3/31/2010

Notary Public, Signature

Print Name

JOSE L. WINTER

Jorge L. Winter
Notary Public, State of New York
No. 01894703734
Qualified in Brevard County
Commission Expires 3/31/2010

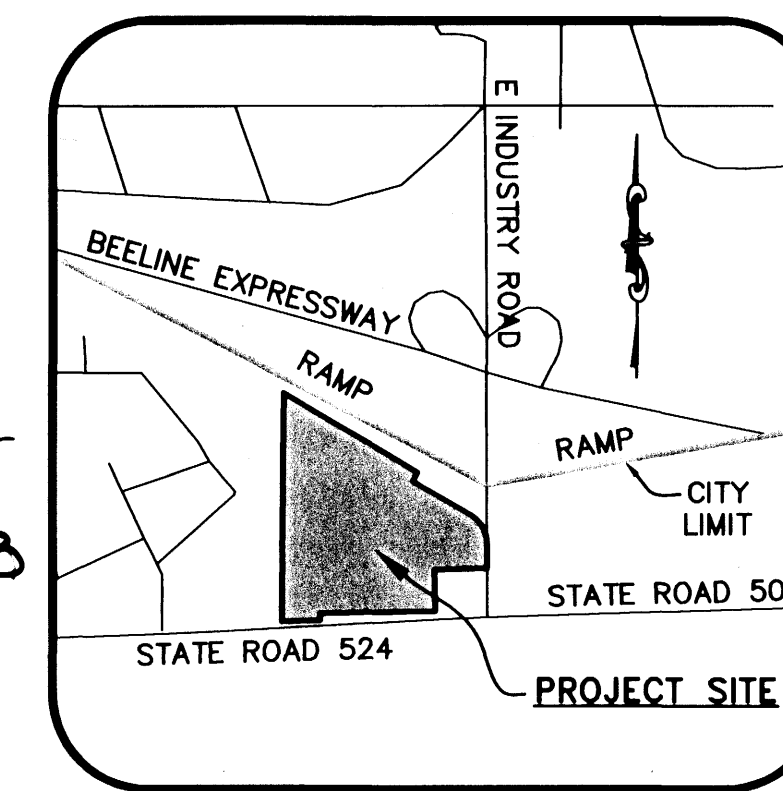
HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CITY OF COCOA, BREVARD COUNTY, FLORIDA

* See Scrivener's Aff.
re: Sewer easement
correction
OR BK 5870 PG 4433

* See Scrivener Aff.
re: dimensions noted
on W boundary
OR BK 5873 PG 5734



LOCATION MAP
N.T.S.

DESCRIPTION OF PROPERTY:

THAT PORTION OF THE EAST 1/2 OF THE NORTHWEST 1/4, LESS RIGHT OF WAY FOR STATE ROADS #528 AND #524, IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, WHICH LIES SOUTH OF STATE ROAD #528.

LESS AND EXCEPT THE FOLLOWING PARCEL:
BEING THE SAME LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED FROM INTERCHANGE ASSOCIATES, INC. TO McDONALD'S CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 3510, PAGE 3228, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SAID LANDS ALSO BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST; THENCE N00°30'56"E, 218.60' FEET TO THE NORTH RIGHT OF WAY LINE OF SR 524 (ALSO KNOWN AS SR 528 REROUTE, A VARIABLE WIDTH RIGHT OF WAY AND THE POINT OF BEGINNING; THENCE CONTINUE N00°30'56"E, ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST QUARTER A DISTANCE OF 1190.72 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 528 (ALSO KNOWN AS THE BEELINE EXPRESSWAY, A VARIABLE WIDTH RIGHT OF WAY); THENCE S59°25'26"E, ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 810.07 FEET; THENCE CONTINUE S30°34'34"W, A DISTANCE OF 50.00 FEET; THENCE CONTINUE S59°25'26"E, A DISTANCE OF 351.72 FEET TO THE POINT OF A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 169.69 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 176.34 FEET THROUGH A CENTRAL ANGLE OF 59°32'34" TO THE CURVES END; THENCE CONTINUE S00°07'09"W, A DISTANCE OF 132.98 FEET; THENCE S88°34'39"W, DEPARTING SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF 274.56 FEET; THENCE S 01°25'21"E, A DISTANCE OF 215.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 524; THENCE S 88°34'39" W, ALONG SAID NORTHERLY RIGHT OF WAY A DISTANCE OF 601.24 FEET; THENCE CONTINUE S 01°25'21" E, A DISTANCE OF 35.00 FEET; THENCE CONTINUE S88°34'39"W, ALONG SAID NORTH RIGHT OF WAY LINE OF STATE ROAD 524 A DISTANCE OF 199.35 FEET TO THE POINT OF BEGINNING. CONTAINING 18.59 ACRES, MORE OR LESS.

PLAT NOTES:

- BEARINGS ARE BASED ON THE SOUTHERLY R/W LINE OF STATE ROAD NO. 528 BEING ASSUMED AS S59°25'26"E.
- ALL LINES ARE RADIAL UNLESS OTHERWISE NOTED
- LOT 1 IS RESERVED FOR THE CONSTRUCTION AND OPERATION OF HOME DEPOT STORE #9200 AND SHALL BE OWNED, OPERATED AND MAINTAINED BY HOME DEPOT U.S.A., INC., ITS SUCCESSORS AND/OR ASSIGNS.
- LOT 2 & 3 ARE RESERVED FOR THE SHOPPES OF COCOA NORTH AND SHALL BE OWNED, OPERATED AND MAINTAINED BY RDI DEVELOPERS, LLC, ITS SUCCESSORS AND/OR ASSIGNS.
- SURVEY MONUMENTATION WITHIN THE SUBDIVISION SHALL BE SET IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 177.091 (7), 177.091 (8), & 177.091 (9).
- THE UTILITY EASEMENTS AS PLATTED HEREUNDER MAY ALSO BE UTILIZED FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES AS PROVIDED BY SECTION 177.091, SUBSECTION (28), FLORIDA STATUTES. PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.
- SEE OFFICIAL RECORDS BOOK 5852, PAGE 7196, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA FOR JOINDER IN DEDICATION.
- THE "NEW" REUSE WATER MAIN, THE "NEW" WATERMAIN AND THE "NEW" SANITARY SEWER EASEMENTS AS SHOWN AND DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF COCOA, FLORIDA FOR THE PURPOSES OF INSTALLATION, MAINTENANCE AND REPAIR OF APPURTENANT FACILITIES AND/OR STRUCTURES.
- THIS SUBDIVISION IS SUBJECT TO THE EASEMENTS, TERMS AND CONDITIONS OF THAT CERTAIN SHOPPING CENTER EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3516, PAGE 4332, PUBLIC RECORDS OF BREVARD COUNTY FLORIDA.
- THERE IS AN EXISTING "SHOPPING CENTER EASEMENT AGREEMENT" RECORDED IN OFFICIAL RECORDS BOOK 3516, PAGE 4332, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA FOR THE PURPOSES OF INGRESS/EGRESS AND UTILITIES OVER, UPON, ACROSS, ABOVE AND UNDER THE LANDS DESCRIBED BY THIS PLAT. THE EASEMENTS ARE MORE FULLY AND COMPLETELY DESCRIBED AND/OR DEPICTED IN SAID OFFICIAL RECORDS BOOK 3516, PAGE 4332.

SHEET SUMMARY

PAGE #	
1	COVER SHEET
2	EXISTING TELEPHONE AND GAS EASEMENT
3	EXISTING FORCE MAIN EASEMENT
4	EXISTING & NEW SANITARY SEWER EASEMENT
5	EXISTING & NEW WATER MAIN EASEMENT
6	EXISTING & NEW REUSE WATER MAIN EASEMENT
7	DETAIL 1 OF EXISTING AND NEW REUSE WATER MAIN EASEMENT

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ABBREVIATIONS

•	MINUTES/FEET
•	SECONDS/INCHES
•	DEGREES
AC	ACRES
AL	ARC LENGTH
CB	CHORD BEARING
CBS	CONCRETE BLOCK STRUCTURE
CH	CHORD LENGTH
CM	CONCRETE MONUMENT
DEL	DELTA ANGLE
E	EAST
EG	EXISTING GROUND
ESMT	EASEMENT
FD	FOUND
FT	FEET
FPL	FLORIDA POWER & LIGHT
ID#	IDENTIFICATION NUMBER
IP	IRON PIPE
N	NORTH
NR	NON-RADIAL
NTS	NOT TO SCALE
OR/ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCP	PERMANENT CONTROL POINT
PD&UE	PUBLIC DRAINAGE AND UTILITY EASEMENT
PDE	PUBLIC DRAINAGE EASEMENT
PG(S)	PAGE(S)
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
POL	POINT ON LINE
PRC	POINT OF REVERSE CURVATURE
PRM	PERMANENT REFERENCE MONUMENT
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RAD	RADIAL
RB	RADIAL BEARING
RR	RAILROAD
S	SOUTH
UE	UTILITY EASEMENT
W	WEST

LEGEND

- PERMANENT REFERENCE MONUMENT FOUND (4"x4" CONCRETE MARKER WITH METAL DISK STAMPED "PRM LB 4905") (UNLESS OTHERWISE NOTED)
- PERMANENT REFERENCE MONUMENT SET (4"x4" CONCRETE MARKER WITH METAL DISK STAMPED "PRM LB 4905") (UNLESS OTHERWISE NOTED)

PLAT BOOK 57, PAGE 87

SHEET 1 OF 7

SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, RDI DEVELOPERS, LLC, being the owner in fee simple of the lands described in

HOME DEPOT COCOA

Hereby dedicates said lands and plat for the uses and purposes herein expressed (subject to notes hereon).

IN WITNESS WHEREOF, RDI DEVELOPERS, LLC has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto.

By: Isaac Trink

MANAGER

ISAAC TRINK

Witness: Hassan Kamal, P.E.

Witness: MICHAEL GAUCH SEAL
MICHAEL GAUCH

RDI Developers, LLC
488 Ross Place
Oceanside, NY 11572

STATE OF NY COUNTY OF Nassau

THIS IS TO CERTIFY, That on April 9, 2008, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Isaac Trink of the above named corporation incorporated under the laws of the State of New York, to me known to be the individual and officer described in and who executed the foregoing Dedication and acknowledged the execution thereof to be their free act and deed as such officer thereunto duly authorized; that official seal of said corporation is duly affixed thereto; and that the Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

NOTARY PUBLIC [Signature]

SEAL

My Commission Expires, 11/1/2008

CERTIFICATE OF PLATTING SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered surveyor and mapper, does hereby certify that on 02/26/2008 he completed the boundary survey of the lands as shown on the foregoing plat; that said plat is a true and correct representation of a survey made under his responsible direction and supervision; that said survey is accurate to the best of his knowledge and belief; that permanent reference monuments (PRM's) have been placed as required by law, and further, that said plat complies with all of the survey requirements of Chapter 177, part 1, Florida Statutes, as amended.

Leslie E. Howard
Professional Surveyor and Mapper
Florida Certification No. 5611
B.S.E. Consultants, Inc.
312 South Harbor City Boulevard, Suite #4
Melbourne, FL 32901

LB - 0004905
Certificate of Authorization Number

CERTIFICATE OF REVIEWING SURVEYOR FOR CITY OF COCOA

I HEREBY CERTIFY, That I have reviewed the foregoing plat and find that it is in conformity with Chapter 177, part 1, Florida Statutes.

Robert M. Packard, PSM 4/10/08
Reg. Florida Surveyor & Mapper #3867 (As
Reviewing Surveyor for the City of Cocoa, Florida)

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That on 04/08/2008 the foregoing plat was approved by the City Council of the City of Cocoa, Florida.

ATTEST: Michael C. Blake
Michael C. Blake, Mayor
Joan Clark
Joan Clark, City Clerk

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies with all the requirements of Chapter 177, part 1 Florida Statutes, and was filed for record on 4/15/2008 at 10:23 AM, File No. 2008071671.
Clerk of the Circuit Court in and for
Brevard County, Fla. ATTEST: Scott Ellis
Deputy Clerk

THIS PLAT PREPARED BY -
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3874 FAX: (321) 725-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4903
DATE: 04/03/08
DRAWN: DLS & REC
CHECKED: LSH
DRAWING: 10850_300_301
PROJECT: 10850

SCRIVENER'S ERROR AFFIDAVIT
CONFIRMING AN ERROR OR OMISSION ON A RECORDED PLAT
(CHAPTER 177 141, FLORIDA STATUTES)

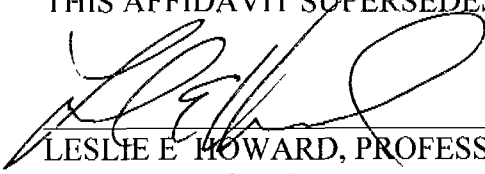
REFERENCE PLAT:

**HOME DEPOT COCOA,
AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA**

UPON SUBSEQUENT REVIEW OF THE ABOVE MENTIONED PLAT THE
FOLLOWING CORRECTION/CHANGE TO SAID PLAT IS HEREBY ENACTED


- 1 AS TO THE DIMENSION OF 1190 72' SHOWN ALONG THE WEST
BOUNDARY OF THE PLAT, THIS DIMENSION IS CONSISTENT WITH
THE DESCRIPTION CONTAINED WITHIN THE TITLE OPINION,
HOWEVER, SAID DIMENSION HAS BEEN FOUND TO BE IN ERROR
AND IS HEREBY CORRECTED TO BE 1190 12'
- 2 THE LETTER "R" WAS NOT INCLUDED IN THE ABBREVIATIONS AND
IS HEREBY DEFINED AS RADIUS
- 3 BASED UPON THE INCORRECT DIMENSION REFERENCED IN NOTE 1
ABOVE, THE ACREAGE OF THE OVERALL TRACT IS HEREBY
AMENDED TO BE 18 56 ACRES

THIS AFFIDAVIT SUPERSEDES ALL PREVIOUS AFFIDAVITS FOR THIS PLAT

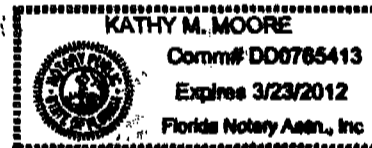


LESLIE E. HOWARD, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611
FOR B S E CONSULTANTS, INC

SWORN AND SUBSCRIBED BEFORE ME THIS 27TH DAY OF JUNE, 2008

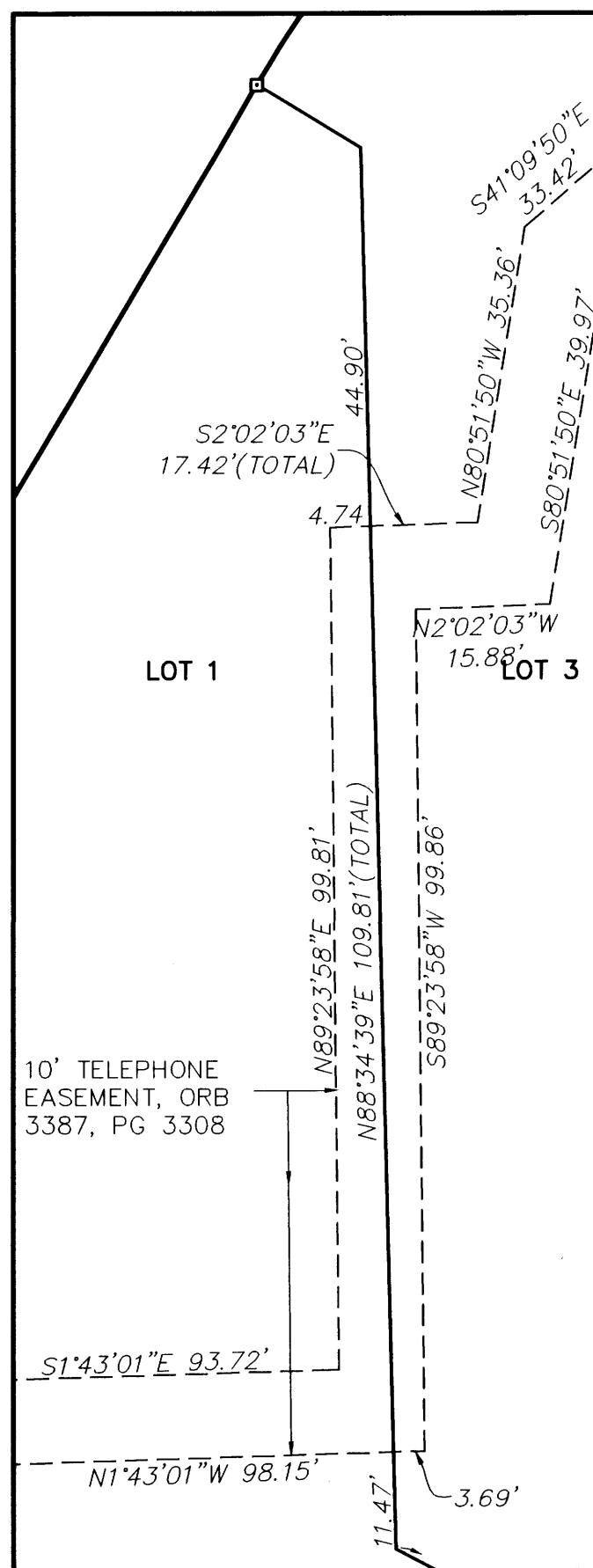
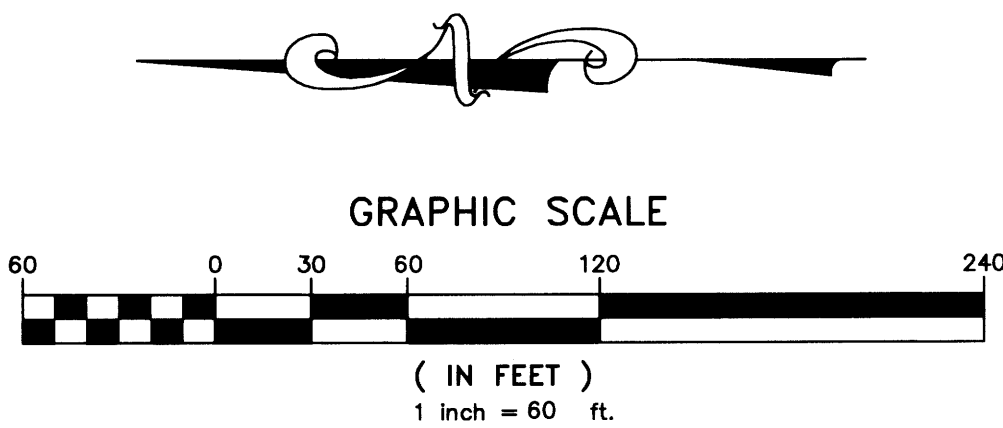


NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES 3/23/2012



HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA



DETAIL "A"
SCALE: 1" = 20'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
SOUTHERLY R/W LINE OF STATE ROAD 528
(BASIS OF BEARINGS)

FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)

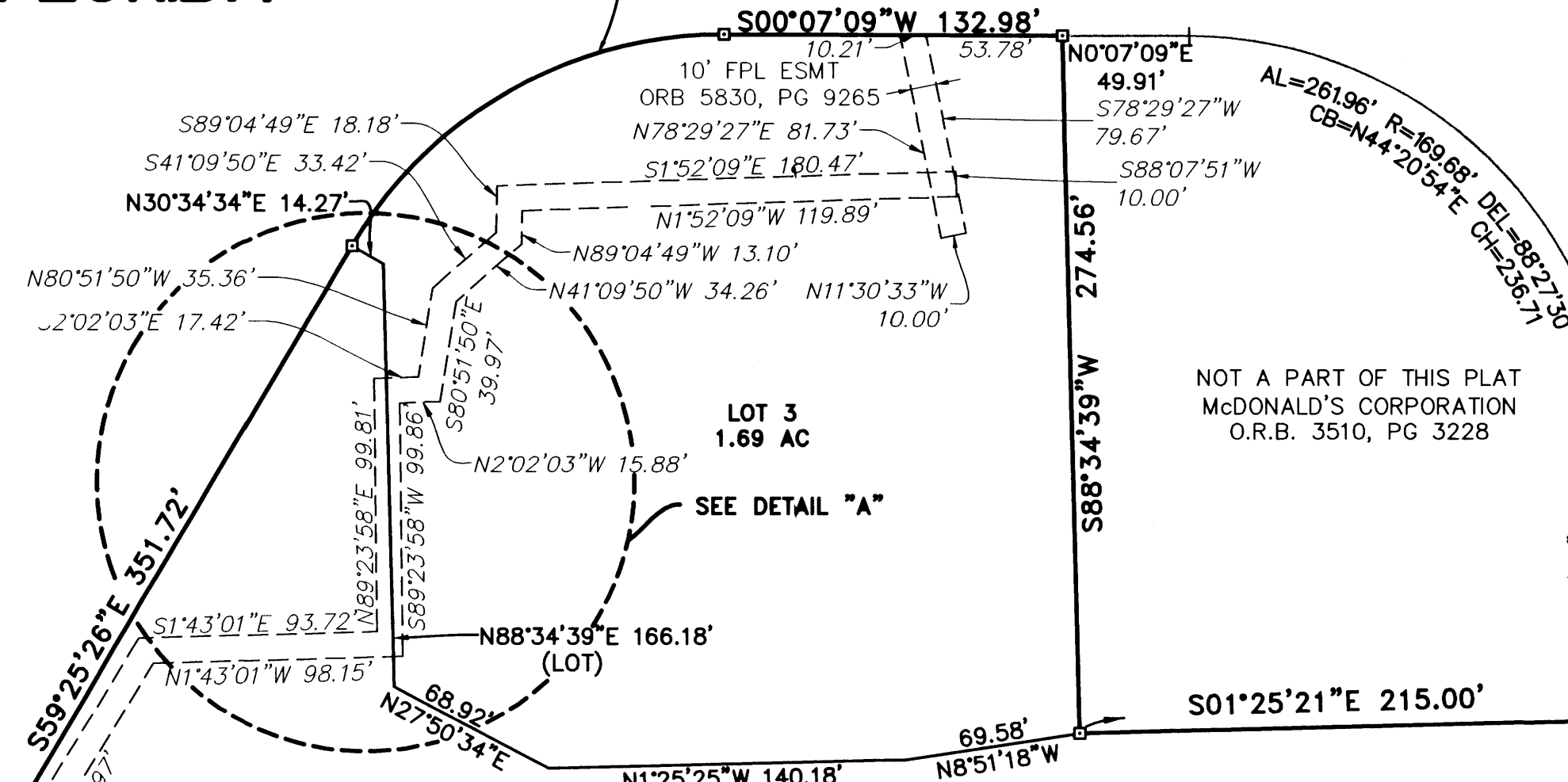
WEST LINE OF THE EAST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH, RANGE 36 EAST.

A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN
AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY
BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

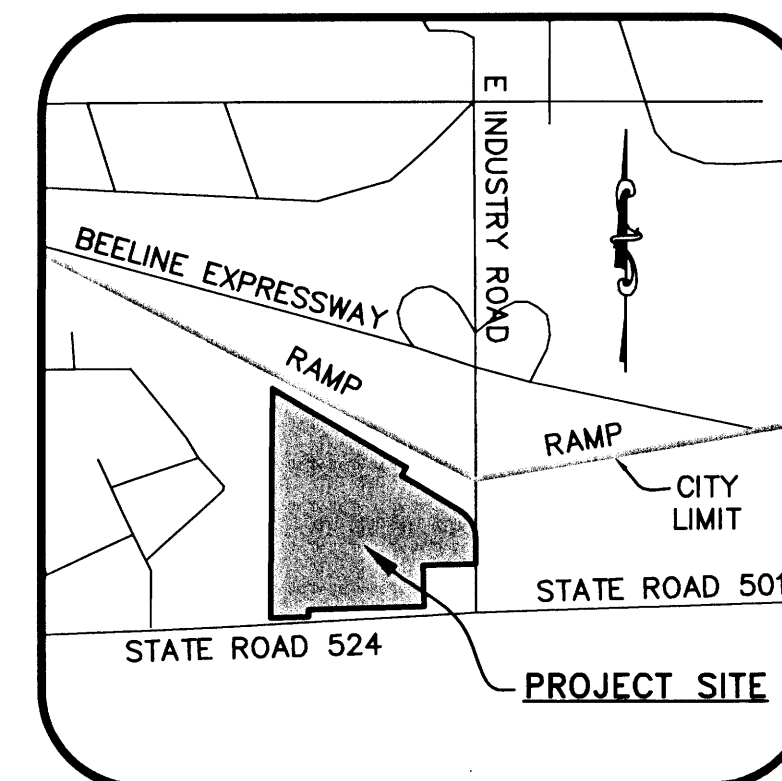


NOT A PART OF THIS PLAT
McDONALD'S CORPORATION
O.R.B. 3510, PG 3228

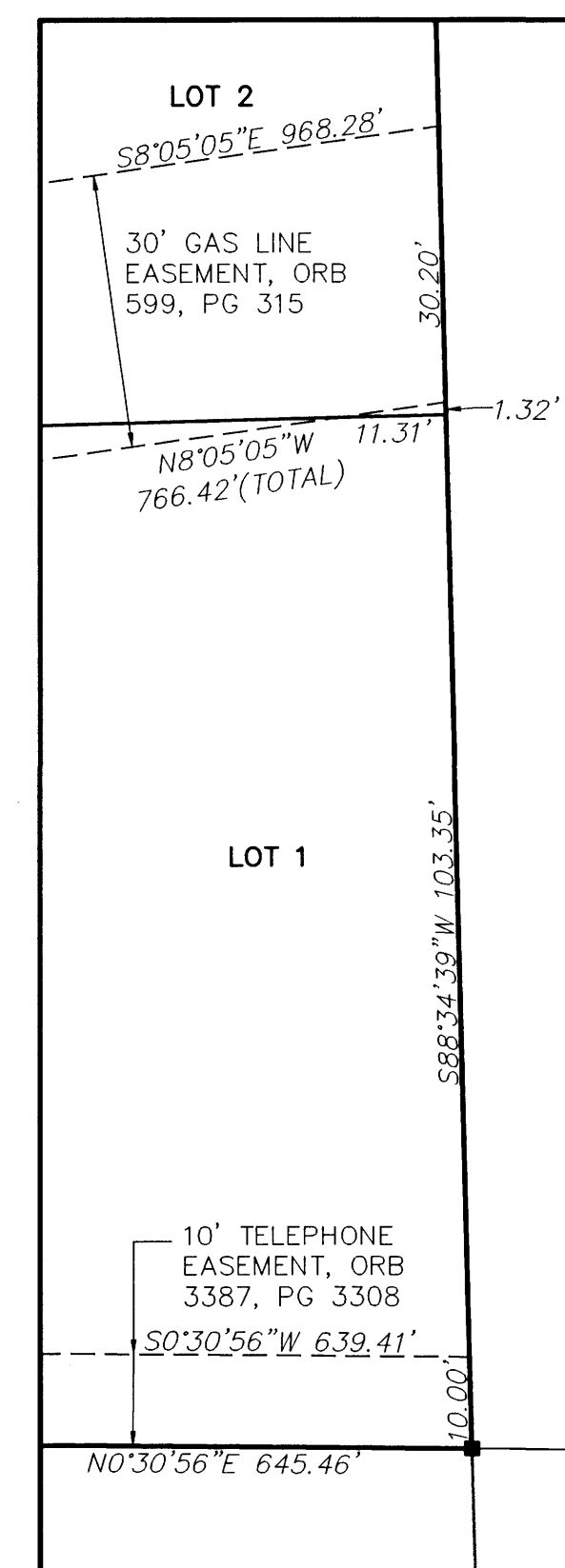
PLAT BOOK 57, PAGE 88

SHEET 2 OF 7

SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.



LOCATION MAP
N.T.S.



DETAIL "B"
SCALE: 1" = 20'

SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}

NORTH R/W LINE OF
STATE ROAD 524

WEST LINE OF THE EAST
1/2 OF THE NORTHWEST
1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH,
RANGE 36 EAST.

POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)

POC
SOUTHWEST CORNER OF THE
EAST 1/2 OF THE NORTHWEST
1/4 OF SECTION 18, TOWNSHIP
24 SOUTH, RANGE 36 EAST

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.

- THIS PLAT PREPARED BY -

	B.S.E. CONSULTANTS, INC.		DATE:	04/03/08	
	CONSULTING - ENGINEERING - LAND SURVEYING		DRAWN:	D.S. & REG.	
	312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901		CHECKED:	LEH	
	PHONE: (321) 725-3074 FAX: (321) 723-1159		DRAWING:	10850_300_301	
		CERTIFICATE OF BUSINESS AUTHORIZATION: 4800		PROJECT#	10850
		CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004805			

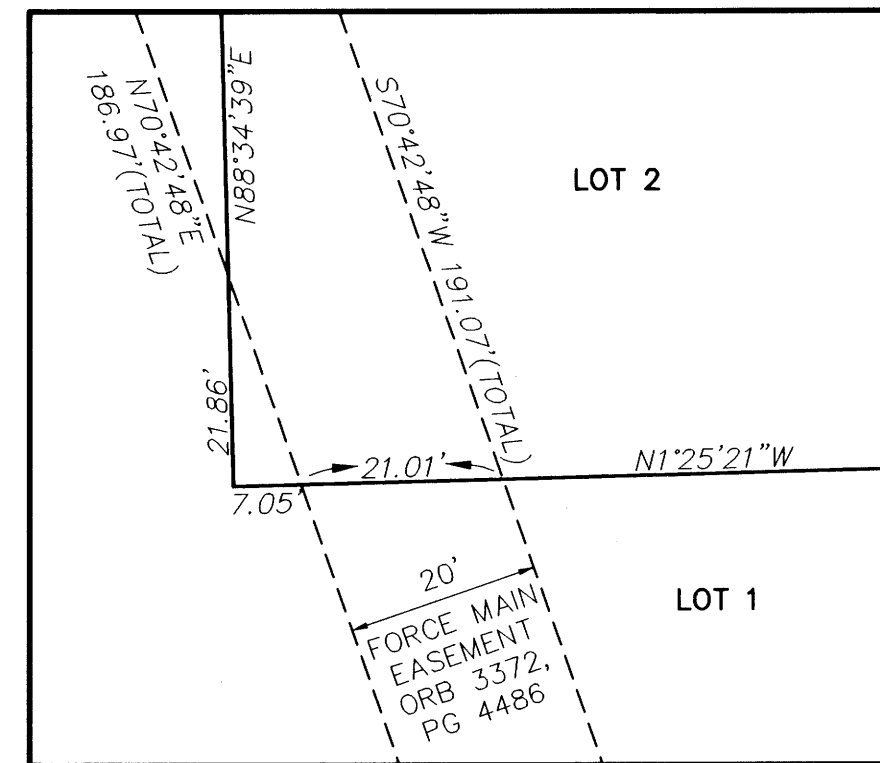
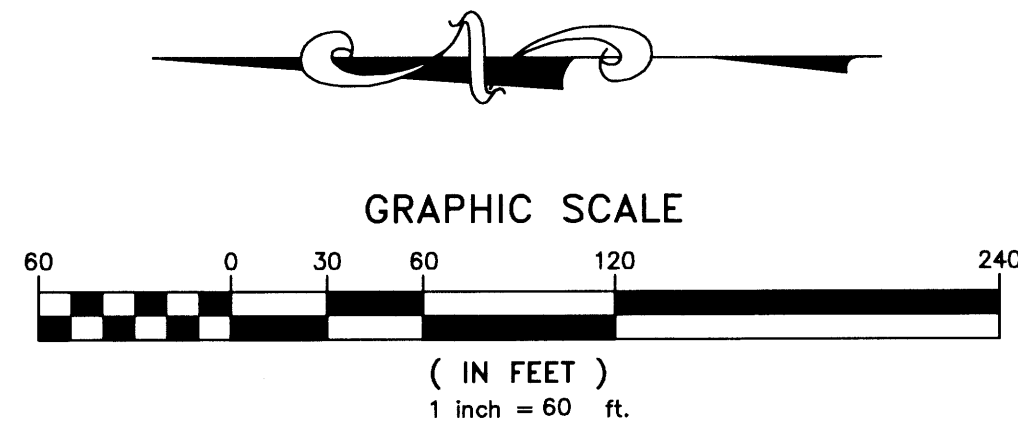
2008.B.S.E. CONSULTANTS, INC. © H:\Projects_Folder\10950_300Plots.dwg 10950_300_307.dwg April 11, 2008 11:37:03 AM RC

HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 52, PAGE 89
SHEET 3 OF 7
SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.



DETAIL "C"
SCALE: 1" = 20'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
(SOUTHERLY R/W LINE OF STATE ROAD 528
(BASIS OF BEARINGS))

FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)

WEST LINE OF THE EAST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH, RANGE 36 EAST.

A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN
AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY
BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

S00°07'09"W 132.98'
S78°21'57"W 6.04'(NR)
S0°14'38"E 199.58'
N0°14'38"W 196.46'

AL=261.96' R=169.69' DEL=88°27'30"
CB=N44°20'54"E CH=236.17'

NOT A PART OF THIS PLAT
MCDONALD'S CORPORATION
O.R.B. 3510, PG 3228

LOT 3
1.69 AC

S01°25'21"E 215.00'

S30°34'34"W 50.00'

LOT 1
15.74 AC

LOT 2
1.13 AC

SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}

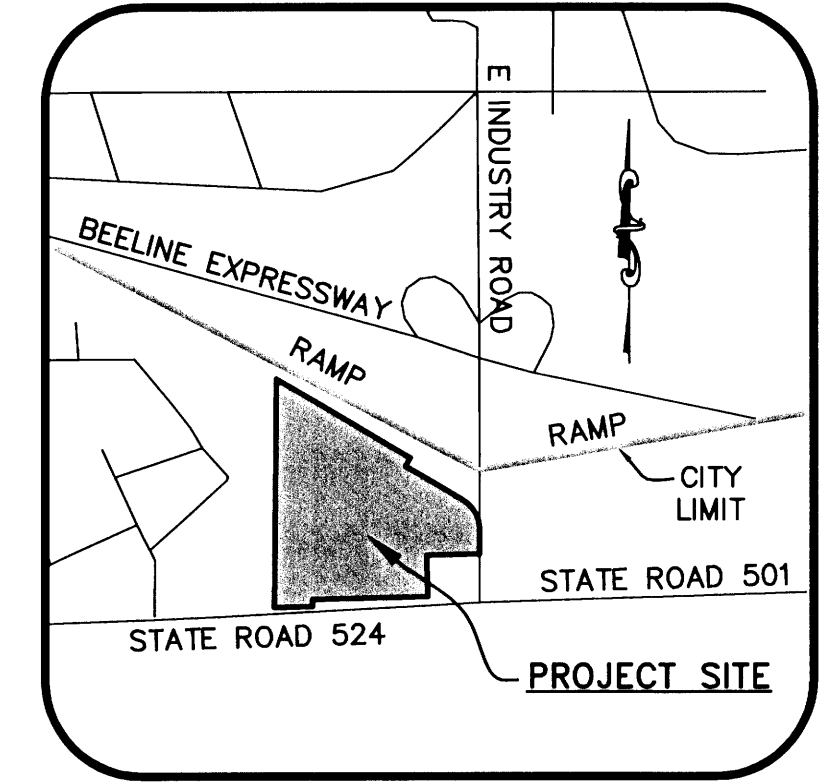
S01°25'21"E 35.00'

NORTH R/W LINE OF
STATE ROAD 524

WEST LINE OF THE EAST
1/2 OF THE NORTHWEST
1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH,
RANGE 36 EAST.

POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)

POC
SOUTHWEST CORNER OF THE
EAST 1/2 OF THE NORTHWEST
1/4 OF SECTION 18, TOWNSHIP
24 SOUTH, RANGE 36 EAST



LOCATION MAP
N.T.S.

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE (321) 723-3874 FAX (321) 723-1158
CERTIFICATE OF BUSINESS AUTHORIZATION #8005
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION LB0004905

DATE: 04/03/08
DRAWN: DLS & REC
CHECKED: LEH
DRAWING# 10950_300_301
PROJECT# 10950

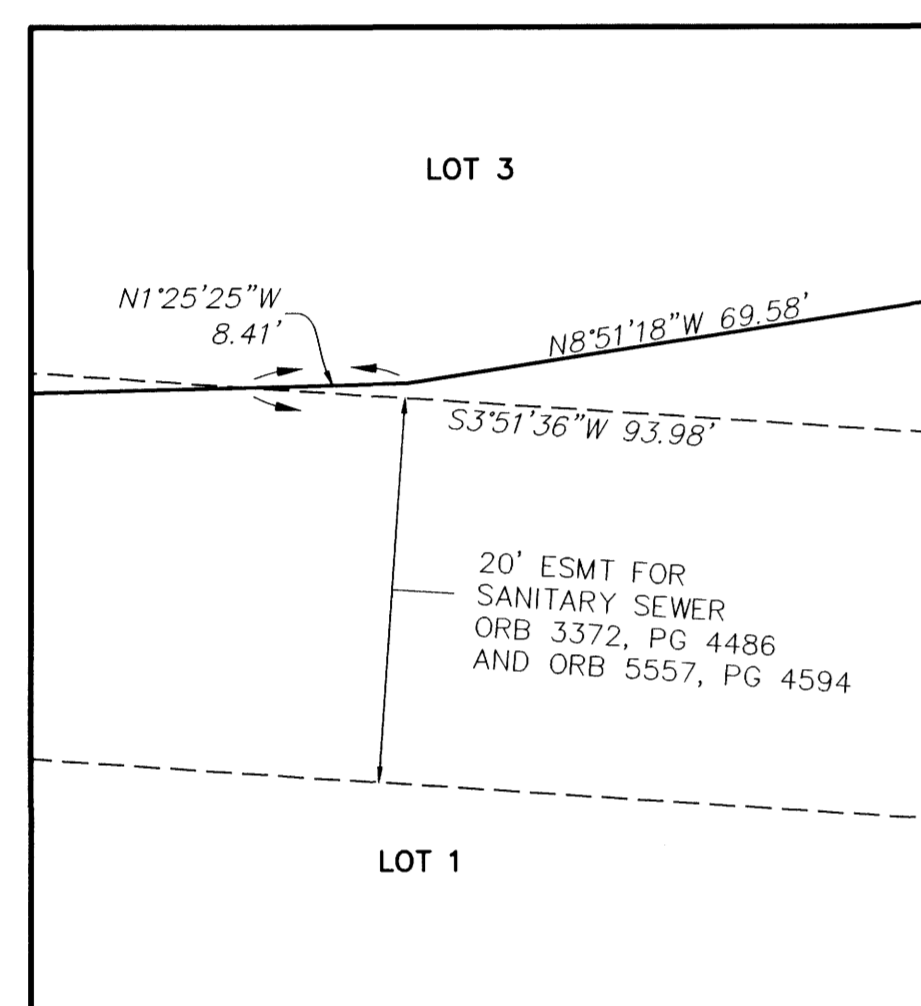
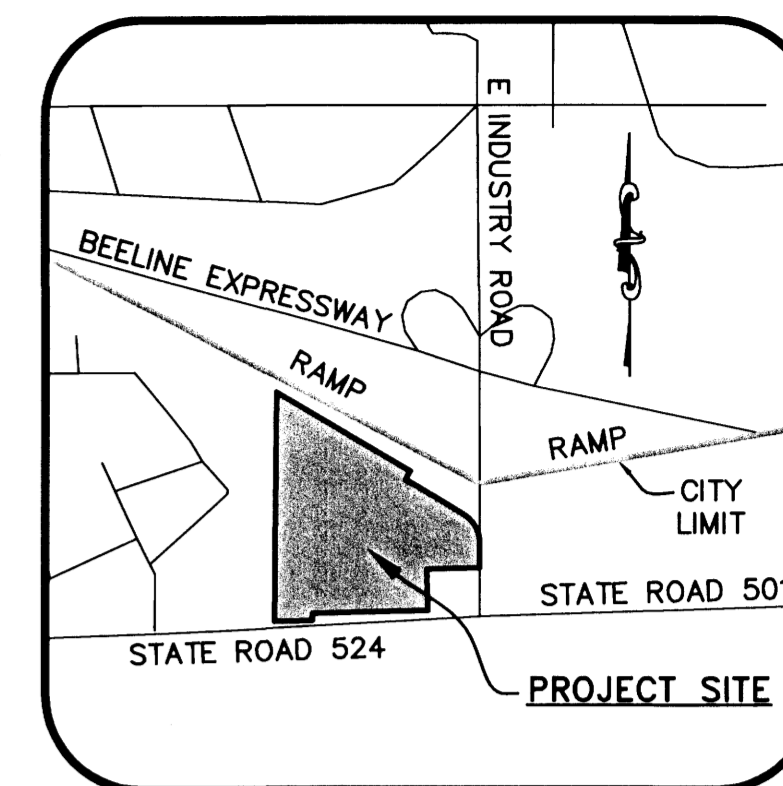
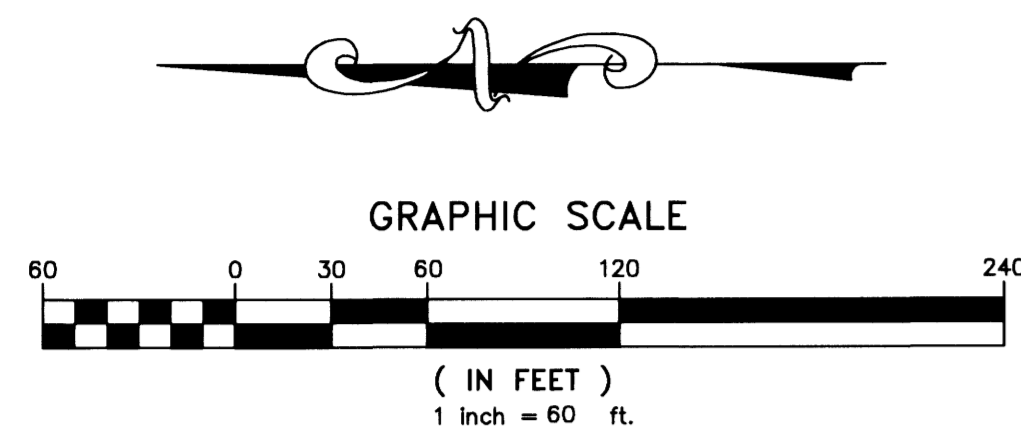
HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 52, PAGE 92

SHEET 4 OF 7

SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.



DETAIL "K"
SCALE: 1" = 20'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
SOUTHERLY R/W LINE OF STATE ROAD 528
(BASIS OF BEARINGS)

FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)

WEST LINE OF THE EAST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH, RANGE 36 EAST.

A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN
AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY
BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

LOT 3
1.69 AC

NOT A PART OF THIS PLAT
MCDONALD'S CORPORATION
O.R.B. 3510, PG 3228

SEE DETAIL "K"

20' ESMT FOR
SANITARY SEWER
ORB 3372, PG 4486 AND
ORB 5557, PG 4594

LOT 1
15.74 AC

LOT 2
1.13 AC

SR 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}

WEST LINE OF THE EAST
1/2 OF THE NORTHWEST
1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH,
RANGE 36 EAST.

POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)

POC
SOUTHWEST CORNER OF THE
EAST 1/2 OF THE NORTHWEST
1/4 OF SECTION 18, TOWNSHIP
24 SOUTH, RANGE 36 EAST

- THIS PLAT PREPARED BY -



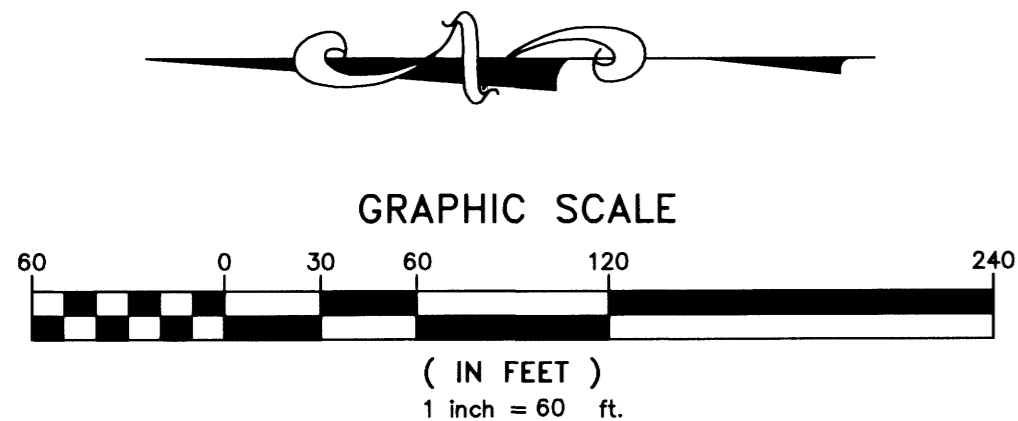
B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901
PHONE: (321) 725-3074 FAX: (321) 725-1159
CERTIFICATE OF BUSINESS AUTHORIZATION: 4802
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: L30004905

DATE: 04/03/08
DRAWN: DLS & REC
CHECKED: LSH
DRAWING: 10950_300_301
PROJECT: 10950

HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST

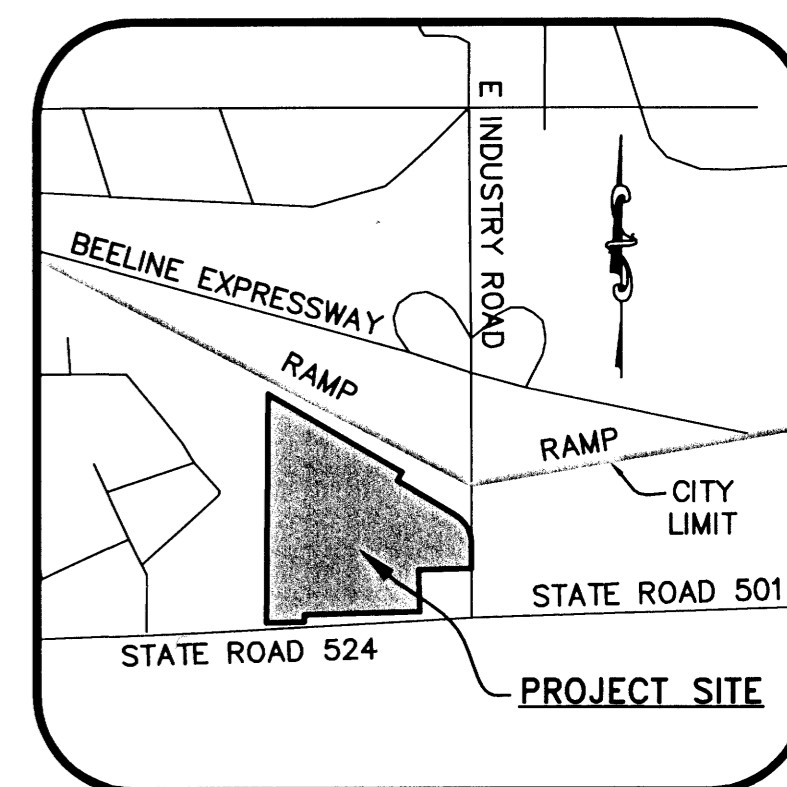
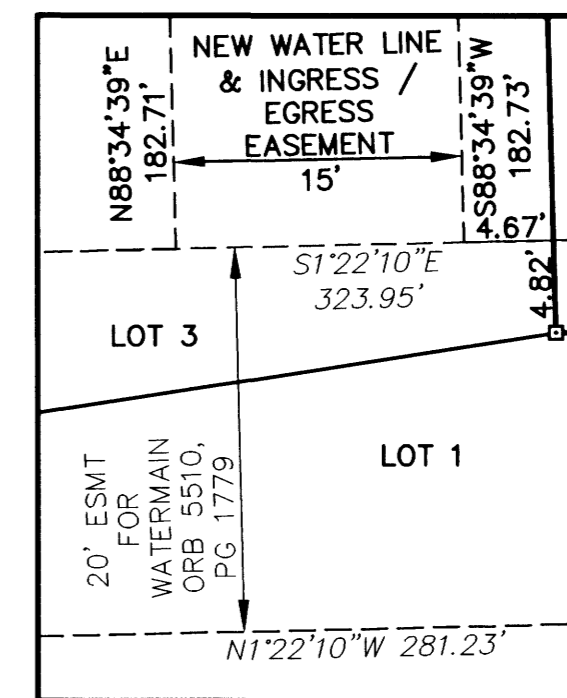
CITY OF COCOA, BREVARD COUNTY, FLORIDA



PLAT BOOK 52, PAGE 91

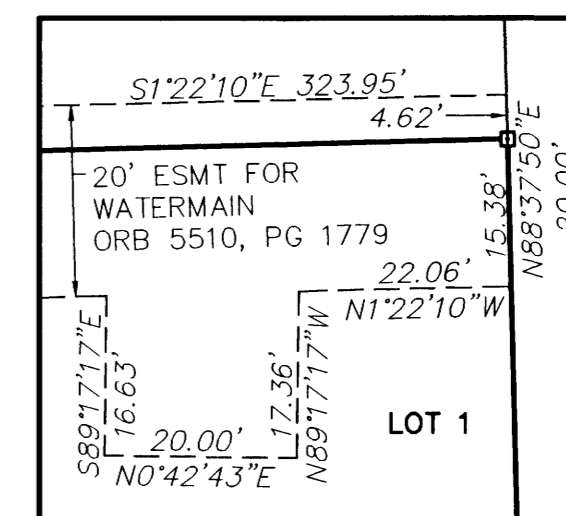
SHEET 5 OF 7

SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.

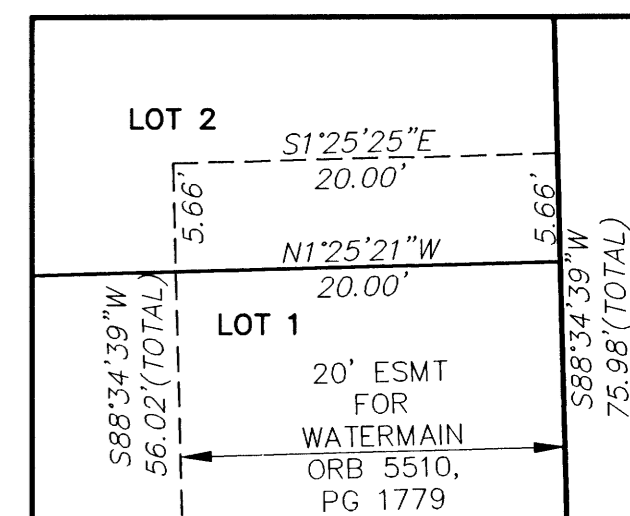


DETAIL "E"
SCALE: 1" = 10'

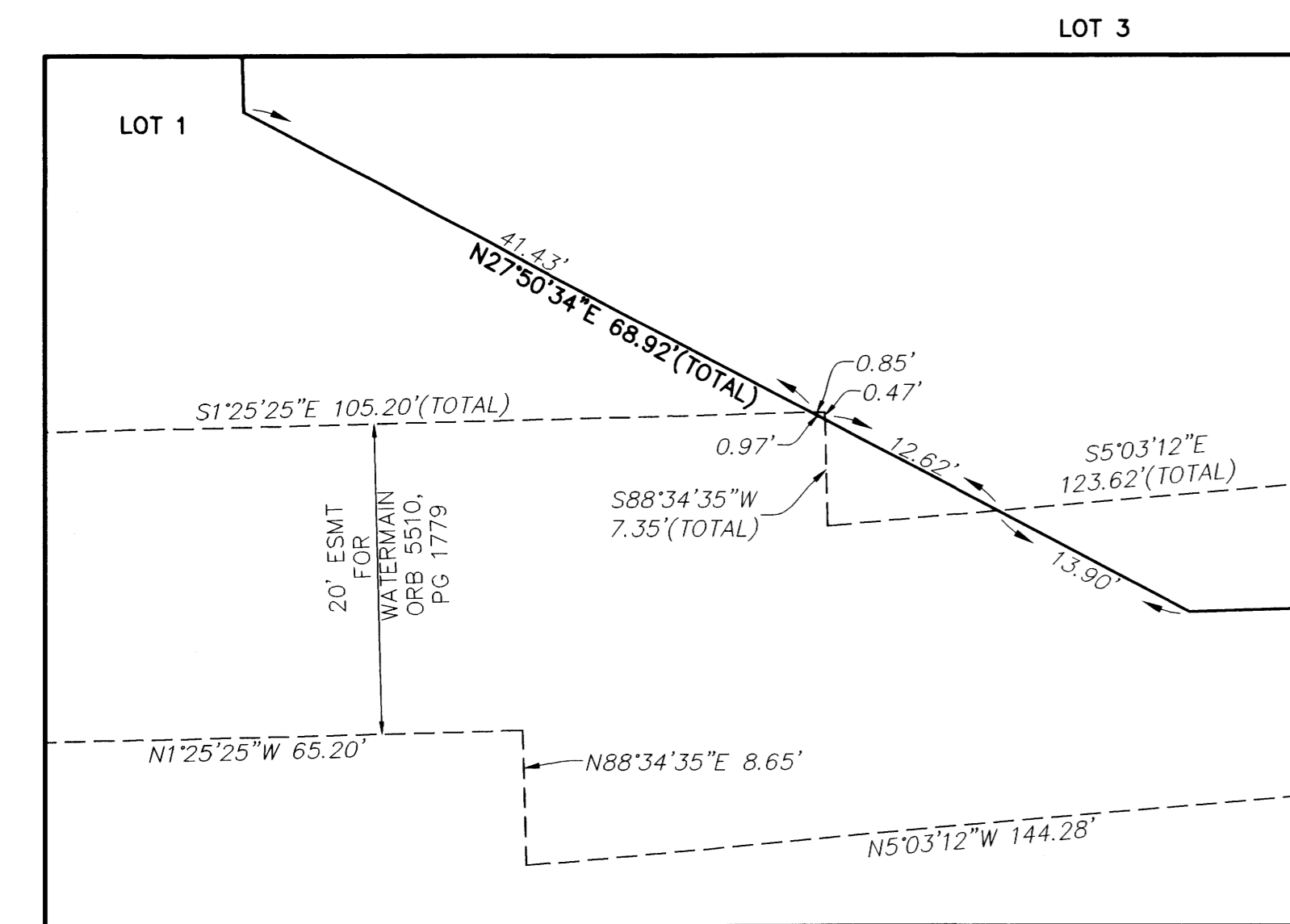
LOCATION MAP
N.T.S.



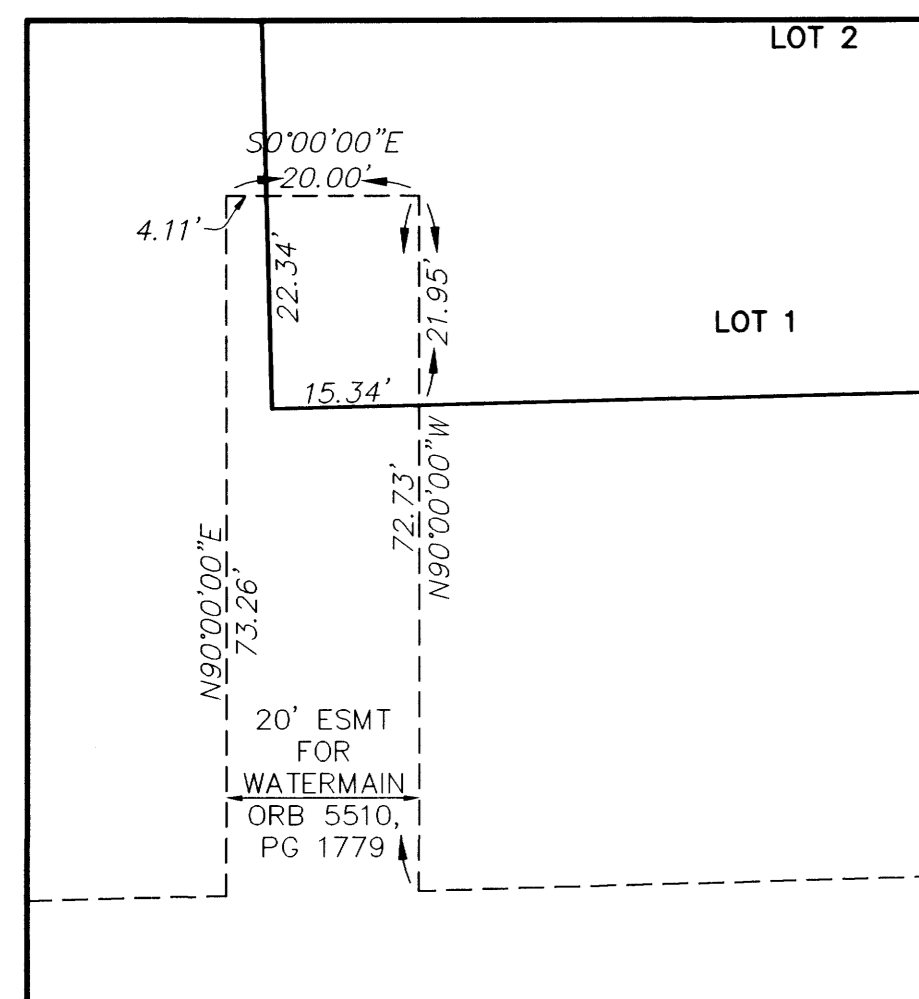
DETAIL "F"
SCALE: 1" = 20'



DETAIL "G"
SCALE: 1" = 10'



DETAIL "D"
SCALE: 1" = 10'



DETAIL "H"
SCALE: 1" = 20'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
(SOUTHERLY R/W LINE OF STATE ROAD 528
(BASIS OF BEARINGS)

FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)

WEST LINE OF THE EAST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH, RANGE 36 EAST.

A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



B.S.E. CONSULTANTS, INC.
CONSULTING - ENGINEERING - LAND SURVEYING
312 SOUTH HARRISON CITY BOULEVARD, SUITE 100, WILMINGTON, FL 32901
PHONE: (321) 722-2874 FAX: (321) 723-1159
CITY OF COCOA BUSINESS AUTHORIZATION: 1905
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004005

DATE: 04/03/08
DRAWN: DLS & REC
CHECKED: LEH
DRAWING: 10950_300_301
PROJECT: 10950

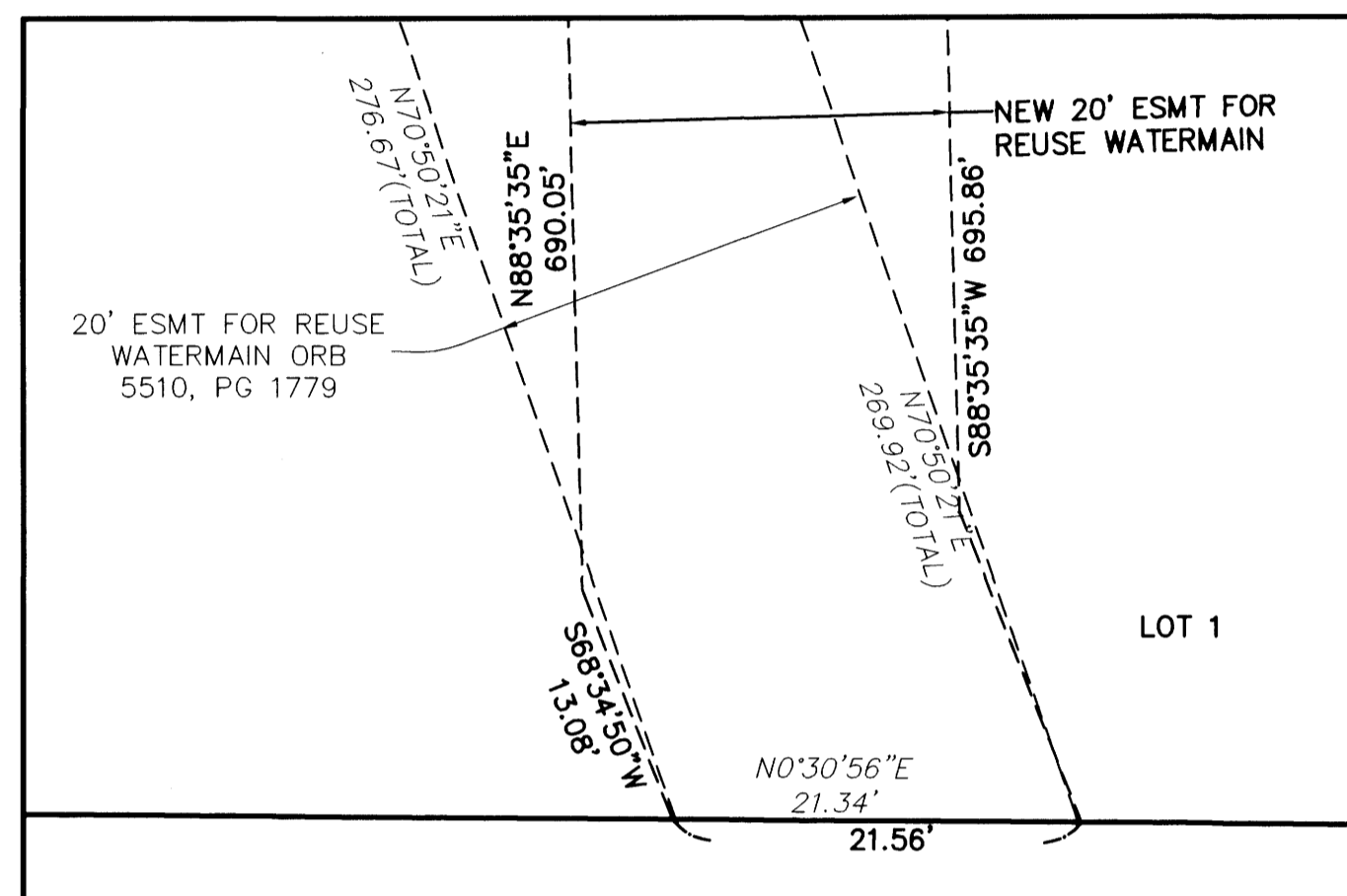
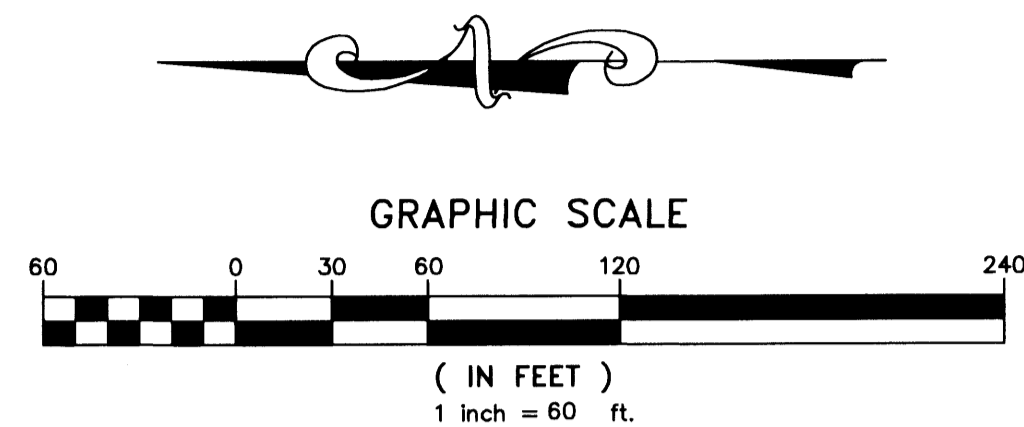
HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

PLAT BOOK 57, PAGE 92

SHEET 6 OF 7

SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.



DETAIL "I"
SCALE: 1" = 10'

STATE ROAD 528 (BEELINE EXPRESSWAY)
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP
(SOUTHERLY R/W LINE OF STATE ROAD 528
(BASIS OF BEARINGS))

FD CM ID# 2351
11.2' NORTH AND 18.7'
WEST OF END OF CHAIN
LINK FENCE (HELD AS PRM)

WEST LINE OF THE EAST 1/2 OF THE
NORTHWEST 1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH, RANGE 36 EAST.

A REPLAT OF COVENTRY OF COCOA
PB 32, PAGE 76

AL=176.34' R=169.69'
DEL=59°32'34"
CB=S29°39'09"E
CH=168.52'

STATE ROAD 528 AND 524
(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}
CLEARLAKE ROAD EXIT RAMP

S00°07'09"W 132.98'

N0°07'09"E 49.91'

AL=261.96' R=169.69' DEL=88°27'30"
CB=N44°20'54"E CH=236.71'

NOT A PART OF THIS PLAT
McDONALD'S CORPORATION
O.R.B. 3510, PG 3228

S01°25'21"E 215.00'

NORTH R/W LINE OF
STATE ROAD 524

S88°34'39"W 601.24'

SR 524

(IMPROVED PUBLIC RIGHT OF WAY)
(VARIABLE WIDTH)
{STATE ROAD 524 RIGHT OF WAY MAP,
SECTION 70007-2501
REVISED 06/23/1980}

S01°25'21"E 35.00'

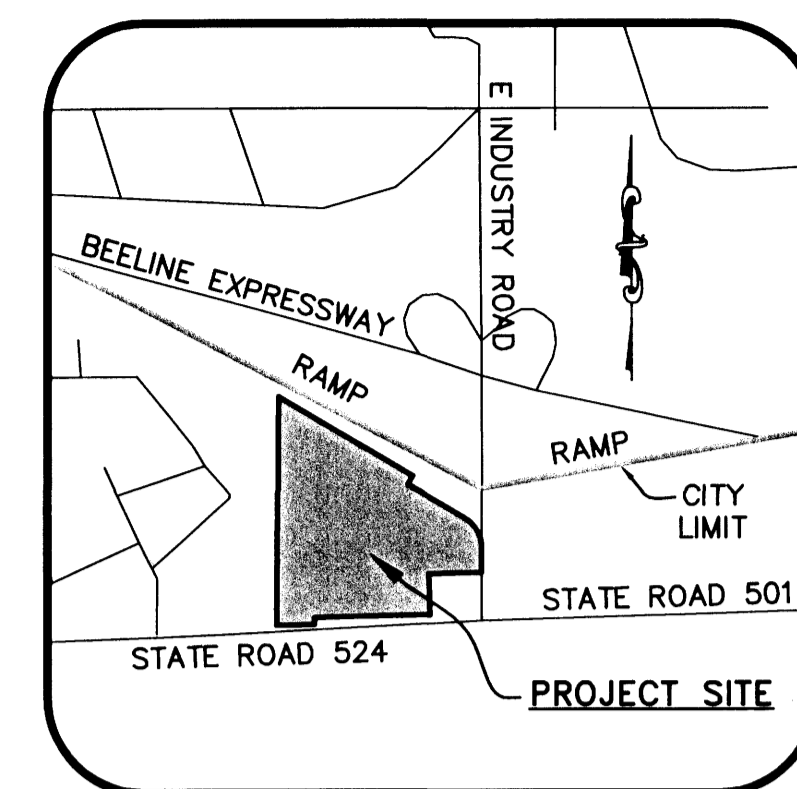
NORTH R/W LINE OF
STATE ROAD 524

S88°34'39"W 199.35'

WEST LINE OF THE EAST
1/2 OF THE NORTHWEST
1/4 OF SECTION 18,
TOWNSHIP 24, SOUTH,
RANGE 36 EAST.

POB
FD CM, NO ID#
5.4' WEST OF
END OF FENCE
(HELD AS PRM)

POC
SOUTHWEST CORNER OF THE
EAST 1/2 OF THE NORTHWEST
1/4 OF SECTION 18, TOWNSHIP
24 SOUTH, RANGE 36 EAST



LOCATION MAP
N.T.S.

SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

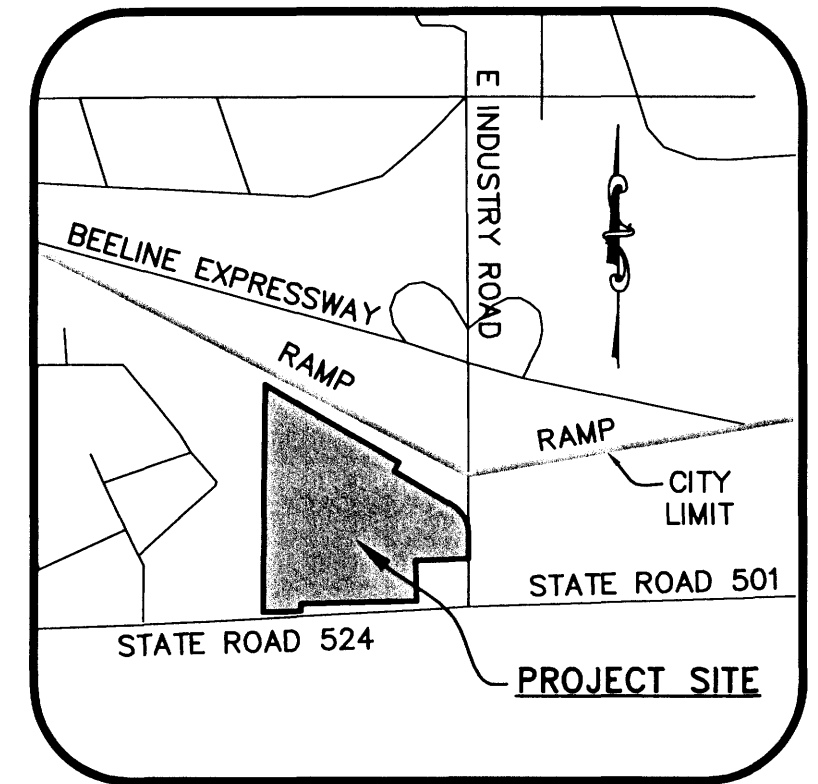
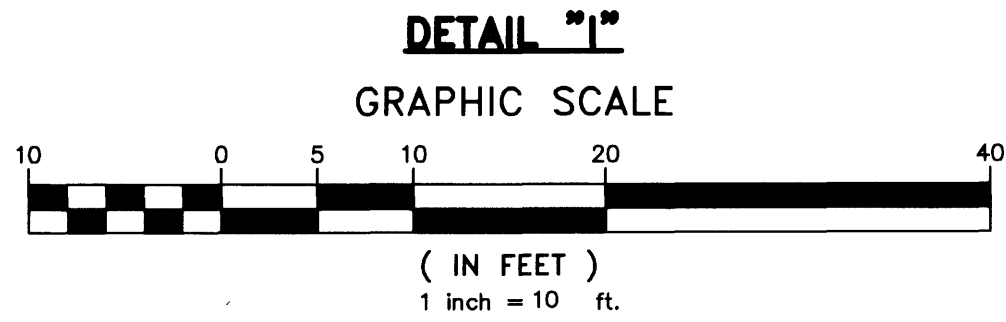
HOME DEPOT COCOA

SECTIONS 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
CITY OF COCOA, BREVARD COUNTY, FLORIDA

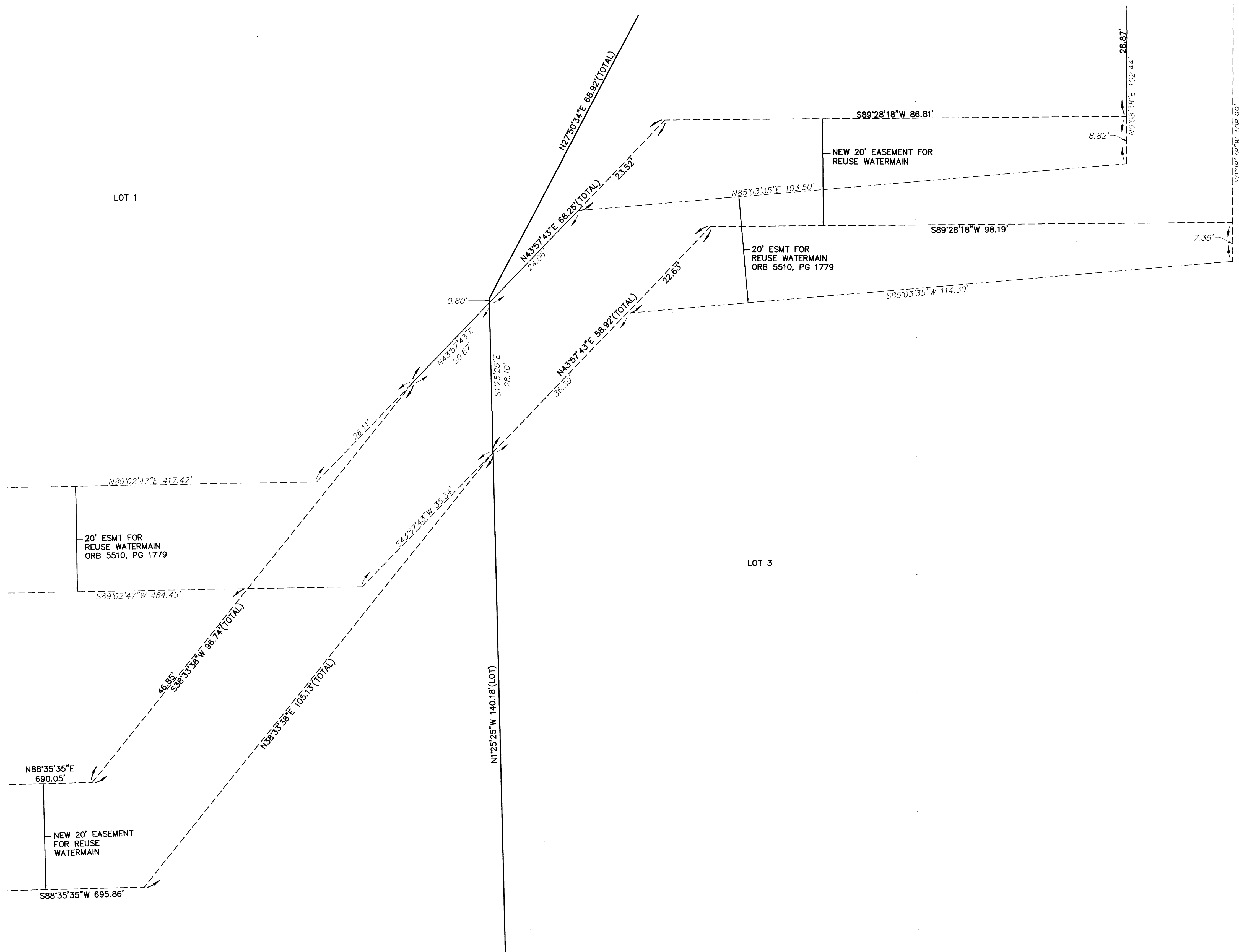
PLAT BOOK 51, PAGE 93

SHEET 7 OF 7

SECTIONS 18, TOWNSHIP 24 S, RANGE 36 E.



LOCATION MAP
N.T.S.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- THIS PLAT PREPARED BY -

	B.S.E. CONSULTANTS, INC.		DATE:	04/03/08
	CONSULTING - ENGINEERING - LAND SURVEYING		DRAWN:	DLS & REC
	312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901		CHECKED:	LEH
	PHONE: (321) 723-3874 FAX: (321) 723-3158		DRAWING:	10950_300_301

CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: 4900

PROJECT# 10950

SCRIVENER'S ERROR AFFIDAVIT
CONFIRMING AN ERROR OR OMISSION ON A RECORDED PLAT
(CHAPTER 177.141, FLORIDA STATUTES)

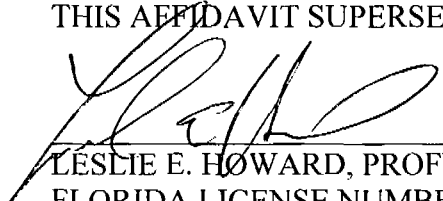
REFERENCE PLAT:

**HOME DEPOT COCOA,
AS RECORDED IN PLAT BOOK 57, PAGE 87, PUBLIC RECORDS OF
BREVARD COUNTY, FLORIDA**

UPON SUBSEQUENT REVIEW OF THE ABOVE MENTIONED PLAT THE FOLLOWING CORRECTION/CHANGE TO SAID PLAT IS HEREBY ENACTED:

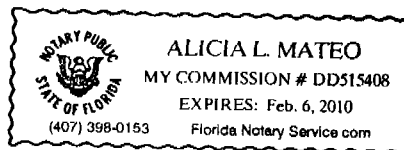
1. AS TO THE SANITARY SEWER EASEMENT SHOWN ON SHEET 4 OF 7, THE DIMENSION SHOWN AS N70°53'58"W 56.80' IS HEREBY CORRECTED TO BE N70°53'58"W 139.18'.
2. AS TO THE SANITARY SEWER EASEMENT SHOWN ON SHEET 4 OF 7, THE DIMENSION SHOWN AS S70°53'58"E 122.32' IS HEREBY CORRECTED TO BE S70°53'58"E 117.73'.

THIS AFFIDAVIT SUPERSEDES ALL PREVIOUS AFFIDAVITS FOR THIS PLAT.


LESLIE E. HOWARD, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER 5611
FOR: B.S.E. CONSULTANTS, INC.

SWORN AND SUBSCRIBED BEFORE ME THIS 13TH DAY OF JUNE, 2008.


NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 2/6/10



First American Title Insurance Co

Order: 1534

Comment:

Wednesday, October 09, 2019 10:37 AM

<i>State</i>	<i>County</i>	<i>Type</i>	<i>Document Information</i>	<i>Print Description</i>
<i>FL</i>	<i>Brevard</i>	<i>Document - Book.</i>	<i>5859.8898</i>	<i>Complete 3 Page(s)</i>

PREPARED BY AND RETURN TO:

Charles L. Wood, Esq.
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339

Parcel ID: Part of 24-36-18-00-00251.1-00

RETURN TO:

FIDELITY NATIONAL TITLE
INSURANCE COMPANY
ATTN: JENNIE CLAYTON
5690 W. Cypress St., Ste A
Tampa, FL 33607
NAPS / FNT File No

NTD-0831

BILL OF SALE

RDI DEVELOPERS, LLC, a New York limited liability company (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid by **HOME DEPOT U.S.A., INC.**, a Delaware corporation ("Purchaser"), the receipt, adequacy and sufficiency of which are hereby acknowledged, has bargained and sold and by these presents does hereby grant, bargain, sell, assign, transfer and deliver unto Purchaser all of Grantor's right, title and interest, in and to (i) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that are owned by Grantor, including, without limitation, rights to all minerals, oil, gas and other hydrocarbon substances on and under the land, all rights in and to adjacent streets, alleys and rights-of-way including any reversionary interests therein, as well as all development rights and credits, air rights, water, water rights and water stock, (ii) all unpaid amounts by reason of any taking by condemnation and/or for any damage to the land and improvements by reason of change of grade of any street or highway, (iii) all intangible property owned or held by Grantor including, without limitation, all permits, authorizations, approvals, leases, licenses, rental contracts and agreements, and (iv) all personal property including, without limitation, all equipment, maintenance equipment, signs, draperies, and carpeting which is owned by Grantor and used in the ownership, operation and maintenance of that certain property described in Exhibit "A" attached hereto and incorporated herein by this reference, and the buildings and improvements located thereon, items (i) through (iv) above are hereinafter collectively referred to as the "Property."

GRANTOR HEREBY REPRESENTS and warrants to Grantee that Grantor is the lawful owner of the Property; that the Property is free from all encumbrances claimed by all persons claiming, owning or holding by, through or under Grantor; that Grantor has good right to sale the Property, and that Grantor will warrant and defend the sale of the Property against the lawful claims and demands of all persons whomsoever claiming, owning or holding by, through or under Grantor.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's successors and assigns forever.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
Signatures appear on the following page.

1001356-2 1630.2417000

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal
this the 16th day of April, 2008.

GRANTOR:

Signed, sealed and delivered in the presence of: **RDI DEVELOPERS, LLC** a New York
limited liability company

Witness:

[Signature]

Print Name: RAFI MARDELMAN

By:

[Signature]
ISAAC TRINK (a/k/a IZHAK TRINK)

Its: Manager

Witness:

[Signature]

Print Name: CRAIG NUSSBAUM

STATE OF New York

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 16th day of April, 2008
by **ISAAC TRINK (a/k/a IZHAK TRINK)**, as the Manager of RDI Developers, LLC, a New
York limited liability company, on behalf of the limited liability company. He is personally
known to me or has produced DRIVER LICENSE (type of identification) as
identification.

[Signature]
Notary Public

My Commission Expires: _____

(NOTARY SEAL)

EVA M. VIDALLON

Notary Public, State of New York

No. 01VI6075098

Qualified in Nassau County

Commission Expires June 3, 2010

Exhibit "A"
Legal Description

Lot 1, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida

Document prepared by and return to:

Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, N.W.
Atlanta, Georgia 30339
Attention: Charles L. Wood, Esq.

RETURN TO:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
ATTN: JENNIE CLAYTON
5690 W. Cypress St., Ste A
Tampa, FL 33607
NAPS / FNT File No NT66-0831

RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT

THIS RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "**Agreement**") is made as of April 15, 2008, by and between RDI Developers, LLC, a New York limited liability company, whose mailing address is 3334 Long Beach Road, Suite 118, Oceanside, New York 11572 ("**RDI**") and HOME DEPOT U.S.A., INC., whose mailing address is 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("**Home Depot**").

WITNESSETH:

WHEREAS, RDI is the owner of those certain tracts of land described on **Exhibit A** attached hereto and made a part hereof, said property being collectively referred to herein as the "**RDI Property**"; and

WHEREAS, Home Depot is the owner of that certain of land shown on **Exhibit B** attached hereto and made a part hereof, said property being contiguous to the RDI Property, and being hereinafter referred to as the "**Home Depot Property**" (the RDI Property and the Home Depot Property being referred to collectively as the "**Properties**" and each a "**Property**"); and

WHEREAS, Home Depot desires to impose certain restrictions on the RDI Property for the benefit of the Home Depot Property; and

WHEREAS, Home Depot has agreed to grant RDI certain easements for the benefit of the RDI Property; and

WHEREAS, the creation, use and maintenance of the easements and restrictions granted herein will be beneficial to the Properties.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other (including, with respect to Home Depot, RDI's conveyance to it of the Home Depot Property, and with respect to RDI, Home Depot's payment to RDI therefor), the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

ARTICLE I - GRANT OF EASEMENT

Section 1.01. Access Easement. Home Depot, as grantor, hereby grants and conveys to RDI, as grantee, for the benefit of RDI and the RDI Property and for the use of the owner of the RDI Property and its Permittees (the term "Permittees" as used herein shall mean the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, assignees, tenants, subtenants, occupants, and concessionaires of the subject party) a non-exclusive, perpetual access easement, right and privilege appurtenant to and running with title to the RDI Property for the purpose of pedestrian and vehicular ingress and egress, on a continuous basis (subject to the following, however), over and across those certain curb cuts, entrances and exits, accessways, drive aisles and roadways shown as the cross-hatched areas on the site plan attached hereto as **Exhibit C** and made a part hereof ("**Site Plan**") as the same may be relocated from time to time by Home Depot (collectively, the "**RDI Access Easement Area**"), such passage and use to be in common with the owner of the Home Depot Property and its Permittees; provided, however, the Access Easement granted herein shall not include or otherwise grant any parking rights or easements and the use of such Access Easement shall be subject to the activities of the owner of the Home Depot Property in demolishing, constructing, maintaining and repairing the improvements thereon and the RDI Access Easement Areas.

Section 1.02. Access Easement. RDI, as grantor, hereby grants and conveys to the owner of the Home Depot Property, as grantee, for the benefit of Home Depot and the Home Depot Property and for the use of owner of the Home Depot Property and its Permittees, a non-exclusive, perpetual access easement, right and privilege appurtenant to and running with title to the Home Depot Property for the purpose of pedestrian and vehicular ingress and egress, on a continuous basis (subject to the following, however), over and across those certain curb cuts, entrances and exits, accessways, drive aisles and roadways shown as the cross-hatched areas on the Site Plan as the same may be relocated from time to time by RDI (collectively, the "**Home Depot Access Easement Area**"), such passage and use to be in common with the owner of the RDI Property and its Permittees; provided, however, the Home Depot Access Easement granted herein shall not include or otherwise grant any parking rights or easements and the use of such Home Depot Access Easement shall be subject to the activities of the owner of the RDI Property in demolishing, constructing, maintaining and repairing the improvements thereon and the Home Depot Access Easement Areas.

Section 1.03. Utility Easement. Home Depot and RDI, both as grantors, hereby grant, convey and declare to the other, as grantees, for the benefit of RDI and Home Depot, the RDI Property and the Home Depot Property, and for the use of RDI, Home Depot and their respective Permittees, a non-exclusive, perpetual, reciprocal easement, right and privilege (the "**Utility Easement**") in favor of both parties and appurtenant to and running with the respective title to the Properties over, under and through each of the Properties, exclusive of areas upon which buildings are located, for the purpose of connecting into, using, repairing, maintaining and replacing the underground gas, sanitary sewer, electrical conduits, cable television lines, telephone lines, irrigation systems, water pipes and lines and other related utility facilities ("**Utilities**") that are located thereon or that may be installed by the owner of the Home Depot

Property in the locations shown on the Site Plan or in such other locations as may be approved by the owner of the RDI Property, which approval shall not be unreasonably delayed or withheld; provided, however, the party exercising the Utility Easement granted herein shall be responsible for repairing any damage to the Properties resulting from such party's exercise of such Utility Easement. Each party as grantor of the Utility Easement hereunder shall be entitled, in its reasonable discretion, to relocate from time to time such Utilities located or constructed on its respective Property, provided such relocation does not interrupt nor diminish the capacity of such Utility service. RDI shall (i) cooperate with Home Depot in the relocation of Utilities during construction and development on the Properties to locate the Utilities such that they most efficiently serve both of the Properties and (ii) shall execute and deliver such documentation and take such action as may be required by the applicable utility providers or governmental authorities for the dedication or conveyance of such utility easements and the facilities therein to such provider(s) or authorities. Immediately following the date hereof, RDI shall install a separate meter for the portion of the irrigation system on the Properties ("Irrigation System") which provides reclaimed water for the RDI Property, which shall be billed directly to RDI, and a separate meter for the portion of the Irrigation System that provides reclaimed water for the "McDonald's Property" (as defined in Section 2.01 below), which shall be billed directly to the owner of the McDonald's Property. The parties acknowledge that the Irrigation System serves land in addition to the Properties and the McDonald's Property.

Section 1.04. Stormwater Management System. The "Stormwater Management System" shall mean that certain system of improvements designed and constructed to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42 of the Florida Administrative Code, which on the Properties shall include the detention pond and the stormwater drainage pipes, swales, culverts, catch basins and related structures.

(a) St. Johns River Water Management District. The St. Johns River Water Management District (the "**SJRWMD**") shall have the following rights and powers with regard to Section 1.04 of this Agreement and to the Stormwater Management System on the Properties: (i) approval of all repairs and reconstructions of the Stormwater Management System, (ii) approval of amendments to this Section 1.04 relating to the Stormwater Management System, (iii) enforcement by proceeding at law or in equity of those portions of Section 1.04 relating to maintaining, operating and repairing the Stormwater Management System, and (iv) approval of modifications to the drainage flow in the Stormwater Management System.

(b) Drainage Easement. The Owner of the Home Depot Property hereby grants to the Owner of the RDI Property a non-exclusive, perpetual easement, right and privilege over, through, and across that portion of the Home Depot Property serving as a Stormwater Management System in order to drain rain water to the detention pond on the Home Depot Property. The Owner of the RDI Property hereby grants to the Owner of the Home Depot Property a non-exclusive, perpetual easement, right and privilege over, through and across that

portion of the RDI Property serving as a Stormwater Management System in order to drain rain water.

(c) Access Easement. Without limiting the obligations of the Owner of the RDI Property described in this Agreement, the Owner of the Home Depot Property shall have a non-exclusive, perpetual easement, right and privilege over, through and across the RDI Property for purposes of inspecting the Stormwater Management System thereon and, if necessary pursuant to this Section, performing maintenance, operation and repairs on the Stormwater Management System on the RDI Property. Without limiting the obligations of the Owner of the Home Depot Property described in this Agreement, the Owner of the RDI Property shall have a non-exclusive, perpetual easement, right and privilege over, through and across the Home Depot Property for purposes of inspecting the Stormwater Management System thereon and, if necessary pursuant to this Section, performing maintenance, operation and repairs on the Stormwater Management System on the Home Depot Property.

(d) Maintenance of the Stormwater Management System on the Home Depot Property. The Owner of the Home Depot Property shall be responsible for maintaining, operating, and repairing the Stormwater Management System on the Home Depot Property in good condition and in compliance with all applicable laws, rules, regulations and ordinances, including all applicable SJRWMD permits and regulations. On or before January 1 of each calendar year, the Owner of the RDI Property shall pay to the Owner of the Home Depot Property the amount set forth in Section 2.01 below, as adjusted pursuant to said Section, as an annual contribution toward the cost of such maintenance, operation and repair of the Stormwater Management System on the Home Depot Property (the "**Stormwater Management Fee**"). Notwithstanding any other provisions hereof, if the Owner of the RDI Property damages the Stormwater Management System on the Home Depot Property, the Owner of the RDI Property shall reimburse the Owner of the Home Depot Property for the costs and expenses for the repair and restoration of such damage pursuant to the provisions of Section 2.01 below.

(e) Maintenance of the Stormwater Management System on the RDI Property. The Owner of the RDI Property shall be responsible for maintaining, operating and repairing the Stormwater Management System on the RDI Property in good condition and in compliance with all applicable laws, rules, regulations and ordinances, including all applicable SJRWMD permits and regulations. If the Owner of the RDI Property fails to maintain, operate or repair the Stormwater Management System on its Property and such failure continues for ten (10) business days after notice from the Owner of the Home Depot Property (no notice shall be required in emergency situations), the Owner of the Home Depot shall, pursuant to the easement granted in this Section, be permitted to perform the necessary maintenance, operation or repair on the RDI Property and the Owner of the RDI Property shall reimburse the Owner of the Home Depot Property for the full costs associated therewith in the same manner as reimbursements are paid in Section 2.01 below.

(f) Further Requirements. If required by any applicable governmental or quasi-governmental authority, the owner of the RDI Property agrees to execute and deliver such documentation, including without limitation, any required easements or declarations, and/or join

any owner's association relating to the maintenance of the Home Depot Stormwater Management System and the RDI Stormwater Management System or other common facilities and to contribute funds to such owner's association as necessary for the maintenance of same.

Section 1.06 HD Shared Sign Easement. Home Depot hereby grants to RDI, for the benefit of the RDI Property, a non-exclusive easement and right to install, maintain, operate, repair and replace its sign panel(s) on the pylon sign located adjacent to the eastern entrance drive to the Properties as shown on the Site Plan (said pylon sign is referred to herein as the "HD Shared Sign"). The location of the sign panels on the HD Shared Sign shall be as set forth on **Exhibit D** attached hereto and by this reference made a part hereof (the "Sign Plan"), provided that either RDI or Home Depot may replace its individual sign panel(s) with different sign panel(s) as long as the party replacing such sign panel(s) obtains all required governmental approvals required, provided, further that Home Depot shall have the top panel of said HD Shared Sign, including the portion of the HD Shared Sign currently used to identify the name of the shopping center, and the size of the Home Depot panel(s) shall be the greater of (i) 73 square feet or (ii) sixty-three percent (63%) of the total sign fascia on the HD Shared Sign. RDI and Home Depot shall each be responsible for the costs of placing, maintaining and repairing its respective sign panel(s) on the HD Shared Sign. RDI shall promptly repair any damage to the Home Depot Property or the HD Shared Sign resulting from RDI's exercise of its rights under this Agreement, and shall indemnify and hold Home Depot harmless for any damage to property or persons resulting from RDI's exercise of its rights under this Agreement. Subject to the foregoing provisions, Home Depot shall maintain, repair and replace, if necessary, the structure of the HD Shared Sign, exclusive of the individual sign panels.

Section 1.07 RDI Shared Sign Easement. RDI hereby grants to Home Depot, for the benefit of the Home Depot Property, a non-exclusive easement and right to install, maintain, operate, repair and replace its sign panel(s) on the pylon sign located adjacent to East Industry Road as shown on the Site Plan (said pylon sign is referred to herein as the "RDI Shared Sign"). The location of the sign panels on the RDI Shared Sign shall be as set forth on the Sign Plan, provided that either RDI or Home Depot may replace its individual sign panel with a different sign panel as long as the party replacing such sign panel obtains all required governmental approvals required, provided, further that Home Depot shall have the top panel of the RDI Shared Sign as shown on the Sign Plan, including the portion of the RDI Shared Sign currently used to identify the name of the shopping center, and the size of the Home Depot panel(s) shall be the greater of (i) 50.77 square feet or (ii) thirty-four percent (34%) of the total sign fascia on the RDI Shared Sign. RDI and Home Depot shall each be responsible for the costs of placing, maintaining and repairing its respective sign panel(s) on the RDI Shared Sign. RDI hereby grants to Home Depot a non-exclusive, perpetual easement over, through, under and across the RDI Property as may be necessary for access to the RDI Shared Sign in order to perform the installation, maintenance, operation, repair and replacement of its sign panel as contemplated herein. Immediately following the date hereof, RDI shall (i) insure that each of the Signs is being serviced with electricity and is in good working order, and (ii) install a separate meter for utility service to the RDI Shared Sign, which shall be billed directly to RDI. Subject to the foregoing provisions, RDI shall maintain, repair and replace, if necessary, the structure of the RDI Shared Sign, exclusive of the individual sign panels, as well as the utility lines serving the RDI Shared

Sign. RDI shall cooperate with Home Depot in the procurement of any approvals needed by Home Depot for the HD Shared Sign or the RDI Shared Sign or its sign panels on the HD Shared Sign or the RDI Shared Sign (collectively referred to herein as the "Signs" and each a "Sign").

ARTICLE II - MAINTENANCE RESPONSIBILITIES

Section 2.01. Maintenance Obligations. The Home Depot Property and the Utilities located thereon shall be kept and maintained by the owner of the Home Depot Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The RDI Property and Utilities located thereon shall be kept and maintained by the owner of the RDI Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The HD Shared Sign shall be kept and maintained by the owner of the Home Depot Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The RDI Shared Sign shall be kept and maintained by the owner of the RDI Property (i) in good condition and repair, and (ii) in compliance with all applicable laws, rules, regulations and ordinances. The owner of the Home Depot Property shall illuminate the common areas located on the Home Depot Property sufficient to comply with applicable rules and regulations of applicable rules and regulations of applicable governmental authorities; provided, however, that during periods of construction on the Home Depot Property and prior to opening for business on the Home Depot Property, the owner of the Home Depot Property shall only be required to illuminate the areas immediately adjacent to the RDI Property and the parcel owned by McDonald's Corporation (the "McDonald's Property") located at the corner of East Industry Road and SR 524. Commencing on January 1, 2008, and on or before January 1 of each calendar year thereafter, the owner of the RDI Property shall deliver to the owner of the Home Depot Property One Thousand and No/100 Dollars (\$1,000.00) as a contribution toward the cost of the maintenance of the RDI Access Easement Area, Two Hundred Fifty and No/100 Dollars (\$250.00) as a contribution toward the cost of the maintenance of the Home Depot Stormwater Management System, Five Hundred and No/100 Dollars (\$500.00) as a contribution toward the cost of the illuminating the common areas located on the Home Depot Property, and Three Hundred and No/100 Dollars (\$300.00) as a contribution toward the cost of irrigation provided to properties other than the Home Depot Property by the Irrigation System (collectively, as the same may be increased from time to time, the "**Maintenance Fees**"). If the cost to Home Depot of irrigating properties other than that Home Depot Property exceeds Three Hundred Dollars per year, then Home Depot shall have the right to bill, and the owner of the RDI Property shall pay, fifty percent of such excess amount as an additional portion of the Maintenance Fees. The initial Maintenance Fees shall be increased by five percent (5%) as of January 1, 2010, and five percent (5%) as of January 1 of each successive second (2nd) anniversary thereafter. Notwithstanding any other provisions hereof, if the owner of the RDI Property, or any of its successors or assigns or their respective agents, representatives, contractors or tenants, damages the RDI Access Easement Area, the Utility Easement or the Home Depot Stormwater Management System, the owner of the RDI Property shall reimburse the owner of the Home Depot Property for the costs and expenses for the repair and restoration of such damage within thirty (30) days after receipt of an invoice from the owner of the Home Depot Property, and in the event the owner of the RDI Property fails to make such payment within such 30-day period, the owner of the RDI Property shall be required to pay

interest on the amount due at the lesser of (a) the maximum rate allowed by law or (b) four percent (4%) per annum above the "prime rate" then published in the Wall Street Journal, or similar publication in the event the Wall Street Journal ceases publication (the "Default Rate"), until payment is made. If the owner of the RDI Property fails to pay the owner of the Home Depot Property any amounts due pursuant to the provisions of this Agreement, then the owner of the Home Depot Property shall have the right to record a lien on the RDI Property for the amount of the unpaid costs, together with accrued interest at the Default Rate.

ARTICLE III – RDI PROPERTY COVENANTS

Section 3.01. Restrictions on RDI Property. The RDI Property shall be owned and used subject to the following restrictive covenants, which shall run with the land and be binding upon RDI and each of RDI's tenants, subtenants and other occupants, and its and their respective successors and assigns:

- (a) No more than two (2) buildings or other structures shall be located on the RDI Property at any time. No building or structure of any kind located on the RDI Property, including the existing building, shall exceed one (1) story or twenty (20) feet in height (including parapet walls or any other projections of any kind other than rooftop mechanical equipment) or contain more than fifteen thousand (15,000) square feet or be located outside of the "Building Area" shown on the Site Plan. No building or pylon signage constructed or maintained on the RDI Property shall reduce the allowable signage for the Home Depot Property.
- (b) Any construction on the RDI Property shall be conducted in a manner that will limit, to the maximum extent reasonably practicable, any interference with the operation of the Home Depot Property.
- (c) Self contained parking sufficient to comply with applicable rules and regulations of applicable governmental authorities (without variance) shall be provided by the owner of the RDI Property with respect to the RDI Property at all times.
- (d) No portion of the RDI Property shall be used for a business or use which creates strong, unusual or offensive odors, fumes, dust or vapors; is a public or private nuisance; emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness; or creates unusual fire, explosive or other hazards.
- (e) No portion of the RDI Property may be leased, used or occupied as or for a funeral parlor; flea market; discotheque; skating rink; bar (a bar being defined for purposes of this Agreement as an establishment offering the sale of alcoholic beverages for consumption on the premises where such sales are not incidental to the sale of food for on-premises consumption in a restaurant); unsupervised game room or amusement arcade; movie theater; automobile dealership or repair shop; barbecue or gas grill retail store; billiard parlor; bowling alley; industrial manufacturing; truckstop; adult bookstore

or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor (which shall not include any massage therapy performed in a doctor's office or sports facility); so-called "head shop"; body and fender shop; off-track betting parlor; health spa in excess of 1,750 square feet; "social encounter" type restaurant (which for purposes hereof shall mean a restaurant, the primary purpose of which is the mixing and mingling of its patrons rather than dining); or any promotion, entertainment, or amusement activities such as traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fire works, sales by transient merchants utilizing vehicles or booths, or other promotions of any nature. No portion of the RDI Property in excess of 5,000 square feet may be leased, used or occupied as or for a restaurant. No portion of the RDI Property in excess of 1,500 square feet may be leased, used or occupied for the sale or distribution of alcoholic beverages (except as incidental to the business being operated on the RDI Property); The sale of alcoholic beverages shall be deemed incidental if the gross sales derived from such alcoholic beverages are less than twenty-five percent (25%) of the total gross sales derived from the business operated on the RDI Property.

(f) No portion of the RDI Property shall be used for the sale, display, lease or distribution of lumber, hardware items, plumbing supplies, electrical supplies, paint, wallpaper and wallcoverings, hard and soft flooring (including, without limitation, tile, wood flooring, rugs and carpeting), interior design services, kitchens or bathrooms or components thereof (including, without limitation, tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), indoor and outdoor lighting, window treatments (including, without limitation, draperies, curtains and blinds), cabinets, siding, ceiling fans, gardening supplies, nursery products (not to include cut flowers), pool supplies, patio furniture and patio accessories, non-patio furniture, kitchen appliances, closet organizing systems, pictures or picture framing, or Christmas trees, except for the incidental sale of such items. An "incidental sale of such items" is one in which there is: no more than the lesser of (i) 1,250 square feet of sales and/or display area relating to such items or materials of any store, or (ii) fifteen percent (15%) of sales and/or display area relating to such items or materials of any store.

(g) Prior to altering or constructing any buildings, signage, or other improvements on the RDI Property, RDI shall deliver to the owner of the Home Depot Property a grading plan, utility plan, site plan, exterior building elevations, drainage plan, signage plan and landscape plan for the RDI Property (collectively, the "Plans"). The Plans shall be subject to the prior approval by the owner of the Home Depot Property, in such owner's reasonable discretion, which approval shall not be unreasonably withheld or delayed.

(h) Unless approved by the owner of the Home Depot Property in writing upon a request by RDI, RDI shall not permit any signs or billboards on the RDI Property, nor any RDI sign panel(s) on the Shared Sign or the HD/CVS Sign, to contain advertisements for, or information about, any products or business that would not otherwise be permitted on the RDI Property pursuant to Section 3.01(f).

(i) Notwithstanding the foregoing, the restrictions set forth in this Section 3.01 shall not be applicable to the tenant under the Lease dated September 28, 1993 between Interchange Associates, Inc. and Eckerd Corporation.

Section 3.02. Security for RDI Property.

RDI acknowledges and agrees that Home Depot shall have no responsibility or obligation whatsoever to provide any security or crime prevention services for the benefit of the RDI Property and RDI hereby releases and agrees to hold harmless Home Depot from and against any and all liability or loss to RDI, its agents, employees, contractors or invitees arising out of or in any way connected with any trespass, criminal activity, damage or injury to persons or property at the RDI Property or the Home Depot Property.

ARTICLE IV - MISCELLANEOUS PROVISIONS

Section 4.01. Time of the Essence. Time is of the essence of this Agreement.

Section 4.02. Amendment. RDI and Home Depot hereby agree that, except to the extent otherwise set forth herein, only upon the written consent of the parties hereto may this Agreement be amended, modified or terminated.

Section 4.03. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge such party from its obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

Section 4.04. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

Section 4.05. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of RDI and Home Depot and their respective successors and assigns, including successors in title. Notwithstanding the foregoing, each of RDI and Home Depot (each, an "**Owner**") shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during

which such Owner holds fee simple title to the Properties or portion thereof. Upon conveyance of the Properties or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Property, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Home Depot Property and the RDI Property and shall run with title to, and be appurtenant to, such Properties.

Section 4.06. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile (provided that a copy thereof shall be sent concurrently to the intended recipient by one of the other methods provided herein), or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Purchaser:	RDI Developers, LLC 3334 Long Beach Road, Suite 118 Oceanside, New York 11572 Attention: Rafi Mandelman
With a copy to:	Ronald A. Kriss, Esq. Akerman Senterfitt One Southeast Third Avenue, 25 th Floor Miami, Florida 33131
If to Home Depot:	Home Depot U.S.A., Inc. 2455 Paces Ferry Road, C-19 Atlanta, Georgia 30339-4024 Attention: Ms. Kate Peterson
With a copy to:	Home Depot U.S.A., Inc. 2455 Paces Ferry Road, C-20 Atlanta, Georgia 30339-4024 Attention: Vice President - Real Estate Law Group Store No.: 6394
and to:	Hartman, Simons, Spielman & Wood, LLP 6400 Powers Ferry Road, NW, Suite 400 Atlanta, Georgia 30339 Attention: Charles L. Wood, Esq.

or to such other address as any party may from time to time designate by notice in writing to the other parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing. The refusal to accept delivery by any party or the inability to

deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

Section 4.07. Remedies. In the event an Owner breaches the terms of this Agreement, the non-defaulting Owner may notify the defaulting Owner and shall specify the breach. If such breach is not cured within thirty (30) days after receipt of such notice, then such non-defaulting Owner shall have the right, in addition to all other remedies it may have at law or in equity, to cure the breach (even if such cure must be undertaken on the defaulting Owner's Property), and recover all actual costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Property, no notice shall be required prior to the non-defaulting Owner commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting Owner pursuant to this Agreement shall be paid within ten (10) days from the date the defaulting Owner is notified of the amounts due and shall bear interest at the Default Rate from the date of expenditure until the date of reimbursement. Except as otherwise set forth herein, the failure to pay any amounts due pursuant to this Agreement shall not entitle such non-defaulting Owner to file a lien or claim of lien against the Property owned by the defaulting Owner.

Section 4.08. Covenants Run With the Land. All the covenants, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

Section 4.09. Continuation Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

Section 4.10. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and exhibits hereto.

Section 4.11. Construction. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party hereto.

Section 4.12. Governing Law. This Agreement shall be construed in accordance with the laws of the State in which the Properties are located, without regard to conflicts laws or choice of law rules thereof.

Section 4.13. Estoppel Certificates. Upon the request of any party hereto, the other party shall issue to any party designated by the requesting party an appropriate certificate certifying whether the party to whom the request is made knows of any default under this Agreement or of any assignment, modification or amendment to this Agreement (and the nature and extent of any such default or other known matter) and whether, to that party's knowledge, this Agreement is in full force and effect. The certificate may be relied upon by a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary and shall constitute a waiver of any claim by the certifying party based upon facts contrary to the certificate of which that party had knowledge at the time of making the certificate. The certificate shall not subject the party furnishing the certificate to any liability for any inaccurate statement which such party in good faith believed was correct when made or any obligation to correct or disclose any change in the information certified.

Section 4.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

[The remainder of this page is intentionally left blank.]

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


Signed, sealed and delivered

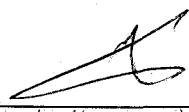
RDI:

In our Presence:

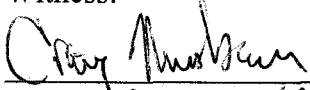
RDI DEVELOPERS, LLC, a New York
limited liability company

Witness:

By: 
Isaac Trink (a/k/a Izhak Trink), Manager
(SEAL)

Name: 
KATE HALPERIN

Witness:


Name: CRAIG NASSIM

Date of Execution by RDI: _____

Seller's FEIN: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

Signed, sealed and delivered
In our Presence:

Witnesses:

Name: Marie S. [Signature]

Name: Ivelisse Guadalupe [Signature]
IVELISSE GUADALUPE

Date of Execution by Home Depot: APR 14 2008

STATE OF GEORGIA
COUNTY OF COBB

Home Depot:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: [Signature]
Name: Thomas K. Anderson
Title: Corporate Counsel

[CORPORATE SEAL]



The foregoing instrument was acknowledged before me this 14, day of April, 2008
by Thomas K. Anderson, as Corporate Counsel of
HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. He is
personally known to me or has produced _____ (type of identification) as identification.

Connie D. Rockwell [Signature]
Notary Public
My Commission Expires: _____

(NOTARY SEAL)

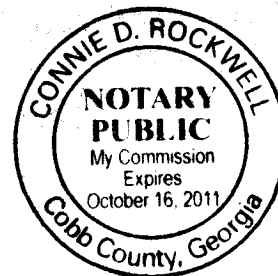


EXHIBIT "A"

RDI Property

Parcel 1 – New Retail Parcel

Lot 3, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida

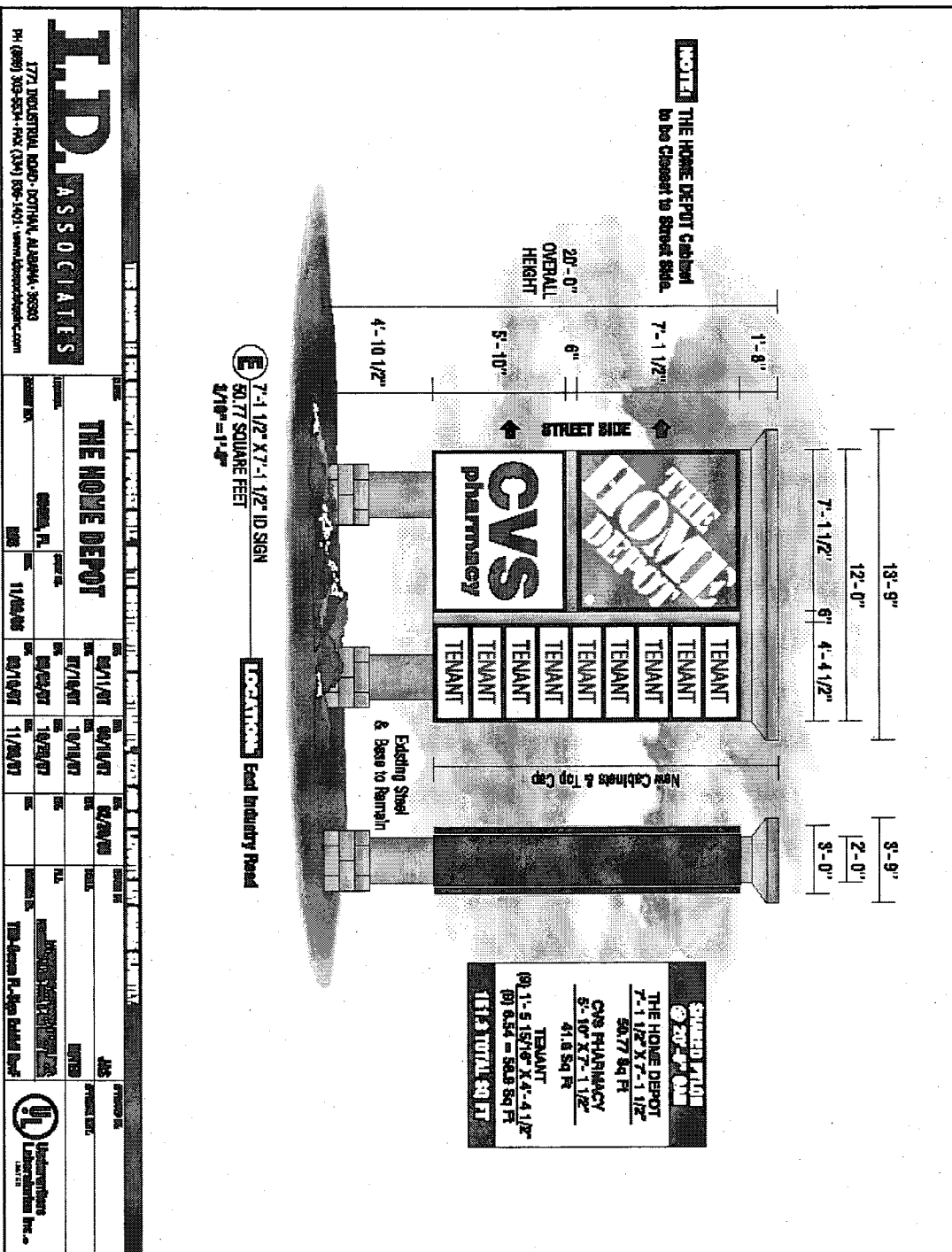
Parcel 2 – Pharmacy Parcel

Lot 2, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida

EXHIBIT "B"

Home Depot Property

Lot 1, as shown on that certain subdivision plat of HOME DEPOT COCOA recorded April 15, 2008 in Plat Book 57, Page 87, of the Official Records of Brevard County, Florida



↓ 4
Document prepared by and return to:

Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, N.W.
Atlanta, Georgia 30339
Attention: Charles L. Wood, Esq.

**FIRST AMENDMENT TO
RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENT (this "First Amendment"), is made as of the 30th day of May, 2008, by and between RDI Developers, LLC, a New York limited liability company, whose mailing address is 3334 Long Beach Road, Suite 118, Oceanside, New York 11572 ("**RDI**") and HOME DEPOT U.S.A., INC., whose mailing address is 2455 Paces Ferry Road, Atlanta, Georgia 30339 ("**Home Depot**").

WITNESSETH:

WHEREAS, certain easements and restrictions with regard to certain real property in Brevard County, Florida, were granted pursuant to that certain Restrictive Covenants and Easement Agreement and by and between RDI and Home Depot dated April 15, 2008, and recorded in O.R. Book 5859, Page 8905, et seq., Official Records of Brevard County, Florida (the "**REA**"); and

WHEREAS, the parties have agreed to make certain modifications to the REA as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Any capitalized terms not otherwise defined in this First Amendment shall have the same meaning as set forth in the REA.
2. In the ninth line of Section 1.01 of the REA and the seventh line of Section 1.02 of the REA, the phrase "as the cross-hatched areas" is hereby deleted.
3. The following is hereby added to the end of Section 2.01 of the REA: "The priority of such lien shall be established by the date of recordation of the lien claim."

4. The following is hereby added to the end of Section 3.01(i) of the REA: "The existing building on such leased parcel, which is currently occupied and operated as a CVS Drugstore, shall not be deemed to violate the height restriction contained in Section 3.01(a) above."

RDI hereby represents and warrants that: (i) RDI is a duly formed and organized Florida limited liability company in existence and in good standing in accordance with the laws of the State of Florida and is authorized and qualified to do business in the State of Florida; and (ii) RDI owns the RDI Property and has complete and full authority to execute this Amendment and to amend the REA in accordance with the terms hereof without the joinder or consent of any other party. Each of the persons executing this Amendment on behalf of RDI further represents and warrants that the persons signing this Amendment on behalf of RDI are duly qualified and appointed representatives of RDI and have all requisite power and authority on behalf of RDI to enter into this Amendment as the valid, binding and enforceable obligation of RDI.

Home Depot hereby represents and warrants that: (i) Home Depot is a duly formed and organized Delaware corporation in existence and in good standing in accordance with the laws of the State of Delaware and is authorized and qualified to do business in the State of Florida; and (ii) Home Depot owns the Home Depot Property and has complete and full authority to execute this Amendment and to amend the REA in accordance with the terms hereof without the joinder or consent of any other party. Each of the persons executing this Amendment on behalf of Home Depot further represents and warrants that the persons signing this Amendment on behalf of Home Depot are duly qualified and appointed representatives of Home Depot and have all requisite power and authority on behalf of Home Depot to enter into this Amendment as the valid, binding and enforceable obligation of Home Depot.

Except as amended and modified by this First Amendment, the REA is hereby ratified and remains in full force and effect. In the event of any inconsistency between the provisions of this First Amendment and the provisions of the REA, the provisions of this First Amendment shall control.

This First Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK;
signatures appear on the following two (2) pages.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered
In our Presence:

Witness:

Nelson D. Trink
Name: Nelson D. Trink

Witness:

Araael H. H. H. H.
Name: Araael H. H. H. H.

Date of Execution by RDI: May 30, 2008
Seller's FEIN: _____

RDI:

RDI DEVELOPERS, LLC, a New York
limited liability company

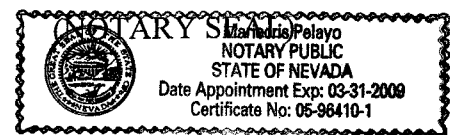
By: Isaac Trink (SEAL)
ISAAC TRINK (a/k/a/ IZHAK TRINK)

Its: Manager

STATE OF NEVADA
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 19th, day of May, 2008 by **ISAAC TRINK (a/k/a IZHAK TRINK)**, as the Manager of RDI DEVELOPERS, LLC, a New York limited liability company, on behalf of the limited liability company. He is personally known to me or has produced DL (type of identification) as identification.

[Signature]
Notary Public
My Commission Expires: 03-31-2009



Signed, sealed and delivered
In our Presence:

Witnesses:

Leah Rich
Name: Leah Rich

Evelyn Clayton
Name: EVELYN CLAYTON

Home Depot:

HOME DEPOT U.S.A., INC.,
a Delaware corporation

By: Thomas K. Anderson
Name: **Thomas K. Anderson**
Title: **Sr. Attorney**

[CORPORATE SEAL]



Date of Execution by Home Depot: MAY 16 '08

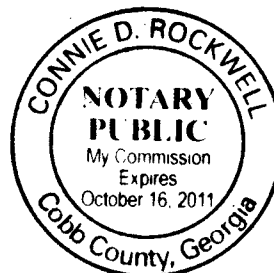
STATE OF GEORGIA

COUNTY OF COBB

The foregoing instrument was acknowledged before me this 16, day of May, 2008 by Thomas K. Anderson, as Sr. Attorney of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Connie D. Rockwell
Notary Public
My Commission Expires: _____

(NOTARY SEAL)



THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Debra M. Thompson, Esq.
Kutak Rock LLP
303 Peachtree Street, Suite 2750
Atlanta, GA 30308

Folio No. 24-36-18-27-00000.0-0001.00

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 22nd of December, 2016, by **HOME DEPOT U.S.A., INC.**, a Delaware corporation, whose address is 2455 Paces Ferry Road, C-20, Atlanta, Georgia 30339 ("Grantor"), in favor of **COCOA RETAIL, LLC**, a North Carolina limited liability company, whose address is 1825 Riverview Drive, Melbourne, FL 32901 ("Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all of that certain parcel of land lying and being in the City of Cocoa, Brevard County, Florida, as more particularly described on Exhibit A attached hereto (the "Property").

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, GRANTOR MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS RELATIVE TO THE PROPERTY, AND SUCH PROPERTY IS SOLD "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS", AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND FROM GRANTOR, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, TENANTABILITY OR ENVIRONMENTAL CONDITION. SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. GRANTEE ACKNOWLEDGES BY ITS ACCEPTANCE OF THIS DEED THAT GRANTEE IS A SOPHISTICATED PURCHASER OF PROPERTIES SUCH AS THE PROPERTY AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF ITS CONSULTANTS AND GRANTEE SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTION OF THE PROPERTY. BY ITS ACCEPTANCE OF THIS DEED, GRANTEE SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRANTEE MIGHT HAVE ASSERTED OR ALLEGED AGAINST GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT ANY SUCH CLAIM, DEMAND, CAUSE OF ACTION, LOSS, DAMAGE, LIABILITY, COST OR EXPENSE ARISING OUT OF ANY BREACH BY GRANTOR OF ANY REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH HEREIN.

THE PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT WHICH IS EXPRESSLY ASSENTED TO BY GRANTEE BY ITS ACCEPTANCE OF THIS DEED:

NO PORTION OF THE PROPERTY SHALL BE USED FOR THE OPERATION OF (I) A HOME IMPROVEMENT CENTER OR HARDWARE STORE, (II) A PAINT STORE CONTAINING MORE THAN 3,000 SQUARE FEET OF FLOOR AREA, OR (III) A FLOORING STORE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE FOREGOING RESTRICTIONS PROHIBIT THE OPERATION OF AN ACADEMY SPORTS + OUTDOORS OR HOBBY LOBBY.

THE AFORESAID COVENANT AND RESRICTIONS SHALL BE PERPETUAL TO THE EXTENT PERMITTED BY APPLICABLE LAW AND SHALL RUN WITH THE LAND AND BIND THE PROPERTY AND SHALL INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY GRANTOR, AND ITS SUCCESSORS OR ASSIGNS, BY ANY APPROPRIATE PROCEEDINGS AT LAW OR IN EQUITY TO PREVENT VIOLATIONS OF SUCH RESTRICTIONS OR TO RECOVER DAMAGES FOR SUCH VIOLATIONS.

TO HAVE AND TO HOLD the Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND GRANTOR HEREBY COVENANTS with Grantee that Grantor is lawfully seized of the Property in fee simple, that the Property is free and clear of all encumbrances except those described on Exhibit B, that Grantor has good, right and lawful authority to sell and convey the same, and that except for any claims arising from or with respect to the encumbrances described on Exhibit B, Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise. By accepting this deed, Grantee is deemed to have assumed all of Grantor's obligations relating to the Property under the encumbrances described on Exhibit B.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

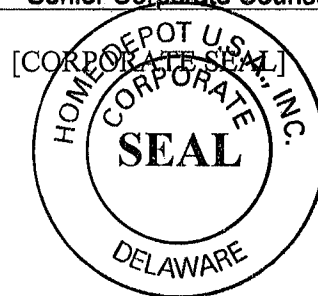
Signed, sealed, and delivered in the presence of:

HOME DEPOT U.S.A., INC., a Delaware corporation

Irishese Guadalupe
Print Name: Irishese Guadalupe

Barbara Turner
Print Name: Barbara Turner

By: *Suzanne Russo*
Name: Suzanne Russo
Title: Senior Corporate Counsel



STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me on December 12, 2016, by Suzanne Russo, as Sr. Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation, on behalf of the corporation. Such person is personally known to me or has produced a valid driver's license as identification.

Tracy Allen
NOTARY PUBLIC
Name: Tracy Allen

My Commission expires: 7-6-18

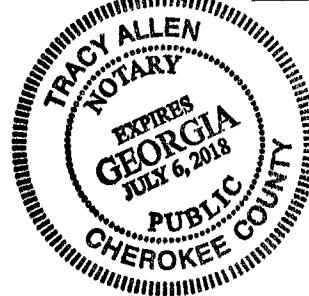


EXHIBIT A

LEGAL DESCRIPTION

Lot 1, of Home Depot Cocoa, according to the plat thereof recorded in Plat Book 57, Pages 87 through 93, public records of Brevard County, Florida.

EXHIBIT B

1. Taxes and assessments for the year 2017 and subsequent years not yet due and payable.
2. All easements, restrictions and encroachments of record or which would be ascertainable by an inspection or survey of the Property.
3. All existing zoning laws and ordinances.

#04280L01

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT, made this 18th day of December, 2020, by and between HOLIDAY CVS, L.L.C., successor in interest to ECKERD CORPORATION, with offices at c/o CVS Pharmacy, Inc., ATTN: Property Administration Department, One CVS Drive, Mail Code 1105, Woonsocket, Rhode Island 02895 ("Tenant") and AMERIS BANK, a Georgia banking corporation, having its office at 3020 North Patterson Street, Valdosta, Georgia 31602 ("Mortgagee") and RDI Developers, LLC, successor in interest to INTERCHANGE ASSOCIATES, INC., having its office at c/o Real Property Specialists, Inc., 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809 ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain lease dated September 28, 1993, as assigned, modified, supplemented or amended by the documents listed on Exhibit A hereto (collectively, the "Lease") covering premises located at 2324 State Road #524, Cocoa, Florida ("Premises") and as more specifically set forth in the Lease; and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of \$ 1,422,000.00 ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage/Deed of Trust/Deed to Secure Debt and Security Agreement ("Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate, and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the Lease, or in the performance of any of the terms, covenants or conditions of the

Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than the current month; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is in an escrow or other fund available to Mortgagee; or

(e) bound by any amendment or modification or waiver of any provision of the Lease made without the consent of the Mortgagee, which would reduce the lease term, rents payable, or square footage. Said consent shall be deemed given if a response by Mortgagee is not received within thirty (30) days of Landlord's request.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. (a) Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease which would give Tenant the right to cancel or terminate the Lease; and Tenant will grant to Mortgagee up to 45 days or a reasonable time (not to exceed 45 days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults.

(b) Mortgagee shall use best efforts to copy Tenant on any notice of Mortgagor's default under the Loan Documents at the same time that Mortgagee shall serve a Notice of Default on Mortgagor.

7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Notwithstanding anything to the contrary contained herein, to the extent that the provisions of the Lease are inconsistent with the provisions of the Mortgage with respect to Tenant's entitlement to any condemnation award for a taking of all or part of the Premises, the provisions of the Lease shall have priority and shall control, and Mortgagee waives any rights it may have under the Mortgage to receive any condemnation award allocated to Tenant under the Lease.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligation, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

13. This document may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together will constitute one and the same instrument. Each signature on this document may be executed via an inked or "wet" signature or via an electronic signature such as facsimile, electronic mail, cloud-based server, e-signature technology or other electronic means ("Electronic Means"), and the executed signature, witness (if any) and acknowledgment (if any) may be delivered by Electronic Means and such electronic signatures will be deemed originals and have the same validity, legal effect as an original inked or "wet" signature.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURES COMMENCE ON FOLLOWING PAGE

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

WITNESS:

TENANT:
HOLIDAY CVS, L.L.C.

Marta DiMeglio
Marta DiMeglio (Doc ID: 2070 09:33 EST)

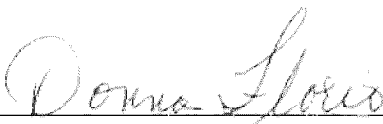
Marta DiMeglio

By: Peter J. Perry
Peter J. Perry (Doc ID: 2020 22:51 EST)

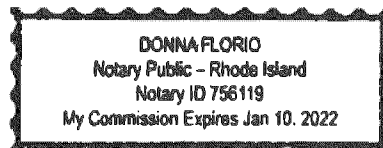
Peter J. Perry
Lease Administration Manager

STATE OF RHODE ISLAND)
) ss:
COUNTY OF PROVIDENCE)

On this 14th day of December, 2020, before me personally appeared Peter J. Perry, who, being by me duly sworn, did depose and say that he resides in Worcester, Massachusetts; that he is Lease Administration Manager of HOLIDAY CVS, L.L.C., the limited liability company described in and which executed the above instrument and that he executed this instrument on behalf of said limited liability company and that he had authority to do so.



NOTARY PUBLIC



WITNESS:

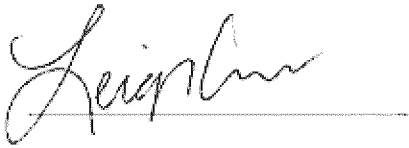
MORTGAGEE:
AMERIS BANK



By: 

Name: Jason Glas

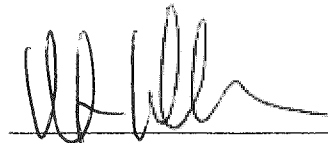
Title: EVP



STATE OF Georgia)
COUNTY OF Lowndes) ss:

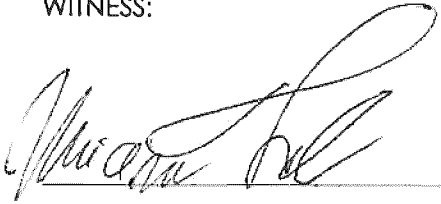
On this 21st day of December, 2020, before me personally appeared Jason Glas, who, being by me duly sworn, did depose and say that he/she resides in Lowndes; that he/she is _____ of _____, the _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said _____ and that he/she had authority to do so.

VICTORIA WILLIAMS
NOTARY PUBLIC
Lowndes County
State of Georgia
My Comm. Expires Feb. 14, 2021


NOTARY PUBLIC

My commission expires: Feb. 14, 2021

WITNESS:

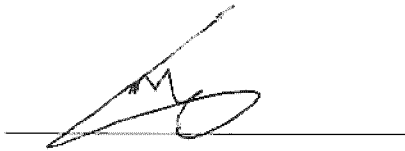


LANDLORD:
RDI Developers, LLC

By: 

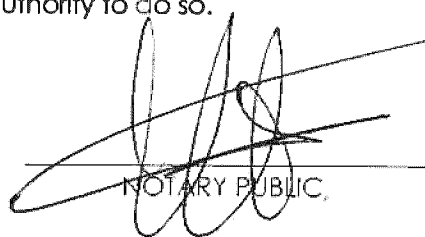
Name: Salomo Pollak

Title: AUTHORIZED member



STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

On this 17 day of DECEMBER, 2020, before me personally appeared Salomo Pollak, who, being by me duly sworn, did depose and say that he/she resides in Lawrence, NY, that he/she is AUTHORIZED member of RDI DEVELOPERS, INC., the _____ described in and which executed the above instrument and that he/she executed this instrument on behalf of said RDI DEVELOPERS, INC. and that he/she had authority to do so.


NOTARY PUBLIC

My commission expires: _____

JEFFREY P FALK
Notary Public - State of New York
No. 02FA4837275
Qualified in Nassau County
My Comm. Expires Apr 30, 2023

EXHIBIT A

Lease/Rent Commencement Notice dated July 5, 1994

Lease Amendment No. 1 dated July 12, 1994

Short Form Lease dated November 8, 1994

Lease Term Letter dated May 1, 2008

Lease Renewal dated August 23, 2013

Lease Renewal dated October 4, 2018