

**PREPARED BY AND RETURN RECORDED**

**DOCUMENT TO:**

William J. Podolsky, III, Esq.  
Phelps Dunbar LLP  
100 South Ashley Drive, Suite 1900  
Tampa, Florida 33602

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RESERVED FOR CLERK

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**AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT WITH  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 27<sup>th</sup> day of July, 2017, by and between **WEST FLORIDA-PPH LLC**, a Florida limited liability company (the "Parcel A Owner"), and **DSSA, LLC**, an Ohio limited liability company (the "Parcel B Owner"). This Agreement amends, restates, and supersedes that certain Reciprocal Easement Agreement with Covenants, Conditions and Restrictions dated December 14, 2011, and recorded in Official Records Book 17555, Page 141 of the Public Records of Pinellas County, Florida (the "Original Easement Agreement").

**RECITALS**

A. The Parcel A Owner is the owner of that certain real property situated in the City of St. Petersburg, County of Pinellas, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").

B. The Parcel B Owner is the owner of that certain real property situated in the City of St. Petersburg, County of Pinellas, State of Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B"). Parcel A and Parcel B may sometimes be referred to herein individually as "Parcel").

C. On April 9, 2012, Parcel A Owner's predecessor in interest, Seaboard Development, LLC, a Utah limited liability company, and Parcel B Owner recorded that certain Crossroads at Tyrone Plat at Plat Book 137, Pages 75 and 76, of the Public Records of Pinellas County, Florida, a copy being attached hereto as part of Composite Exhibit "C" ("Plat") which specifically sets forth the boundaries of the Parcels. Legal descriptions for Lots 1 and 2 in Parcel A and Lot 3 in Parcel B are also set forth in Composite Exhibit "C". All of the property within the Plat (including Parcel A and Parcel B) shall be referred to as the "Master Parcel" and Lots 1, 2 and 3 within the Plat shall, from time to time, be referred to as the "Lots".

D. The Parcel A Owner intends to develop Lots 1 and 2/Parcel A for professional office uses and other uses permitted by law, except as otherwise restricted in the Public Records of Pinellas County, Florida.

E. The Parcel B Owner intends to develop Lot 3/Parcel B for use and operation as multi-family residential buildings (including but not limited to independent/assisted living/skilled nursing facility for seniors).

F. The intended development of Lots 1, 2 and 3 requires certain common easements and cross access to benefit the Master Parcel and the intended development by the Parcel A Owner and the Parcel B Owner, their successors and assigns.

G. The Parcel A Owner's predecessor in interest and the Parcel B Owner recorded the Original Easement Agreement to impose certain easements upon the Parcels, and to establish certain agreements, obligations, covenants, conditions and restrictions with respect to the Lots, for the perpetual, non-exclusive, mutual and reciprocal benefit and complement of the Master Parcel and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

H. The Parcel A Owner and the Parcel B Owner desire to amend and restate the Original Easement Agreement in order to, among other things, reflect the change of ownership of Parcel A and attach updated site plans identifying and describing the various easement areas.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby amend and restate the Original Easement Agreement and covenant and agree that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Lots shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

### **AGREEMENTS**

1 **Definitions.** For purposes hereof:

(a) The term "Access Openings" shall mean the opening(s) and access point(s) contemplated for the Master Parcel for access to and use of the driveways, roadways and drive aisles, which are located upon the Lots, and labeled on Exhibit "D" hereto as "Access Opening #1" and "Access Opening #2"

(b) *Intentionally Omitted.*

(c) The term "Common Area" shall mean those portions of the Master Parcel that are outside of exterior walls of buildings or other structures from time to time located on the Lots, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, walkways, lights, curbing, paving, and other similar exterior site improvements, excluding the Common Driveways (as defined herein), Access Openings and Retention Ponds (as defined herein) or portions thereof.

(d) The terms "complete" or "completed" shall mean that the contemplated improvements have been constructed according to the plans approved by the applicable governmental or regulatory agencies or bodies and any permits issued in connection with such improvements, and that the work has been accepted by any applicable governmental or regulatory agencies or bodies which are required to approve and accept the work, and that the work is in a condition and performed to a level which will allow an Owner or its

Permittees to obtain a Certificate of Occupancy, or its equivalent, as to any building improvements located upon a Parcel or any portion thereof if and when such Owner or Permittee applies for a Certificate of Occupancy, or its equivalent. Provided, however, that in no event shall "completion" be dependent upon the actual issuance of a Certificate of Occupancy, or its equivalent.

(e) The term "Development Agreement" shall mean that certain Development Agreement dated July 19, 2010 by and between Parcel B Owner, Clear Ocean Investments II Corporation and the City of St. Petersburg, Florida (the "City"), which is attached to and a part of Ordinance No. 973-G adopted by the City on May 20, 2010, and recorded in O.R. Book 16994, Page 385 of the Public Records of Pinellas County, Florida, as amended by that certain Amendment to Development Agreement dated October 16, 2012, by and among Parcel B Owner, Heartland Communities, LLC and the City, which is attached to and a part of Ordinance No. 40-H adopted by the City on August 16, 2012, and recorded in O.R. Book 17783, Page 363, and as further amended by that certain Second Amendment to Development Agreement dated April 21, 2016, by and among Parcel B Owner, Parcel A Owner, DSSA, LLC and the City, which is attached to and a part of Ordinance No. 215-H adopted by the City on April 21, 2016, and recorded in O.R. Book 19183, Page 2686, as may be further amended from time to time.

(f) The term "Off-Site Improvements" includes; the design, permitting and construction of a bus pull-off area on 66th Street North between 9th Avenue North and 13th Avenue North, enhanced bus shelters on 66th Street North between 9th Avenue North and 13th Avenue North, and a pedestrian connection from the bus stops on 66th Street North to and from the Parcels (if agreed to by the City, the Florida Department Transportation ("FDOT"), and the Pinellas Suncoast Transit Authority ("PSTA")), and the design, permitting, and construction of the following roadway improvements:

- (i) Close existing northern median opening on 66th Street North between 9th Avenue North and 13th Avenue North;
- (ii) Extend the southbound left turn lane on 66th Street North at 9th Avenue North;
- (iii) Extend the northbound left turn lane on 66th Street North at 13th Avenue North;
- (iv) Provide directional median opening and southbound left turn lane on 66th Street North at Access Opening #1;
- (v) Provide an eastbound left turn lane on 9th Avenue North at Access Opening #2;
- (vi) Provide a westbound right turn lane on 9th Avenue North at Access Opening #2;
- (vii) Extend the westbound right turn lane and westbound left turn lane on 9th Avenue North at 66th Street North; and

(viii) Any other improvements required by the Development Agreement.

(g) The term "Owner" or "Owners" shall mean the owners of Lot 1, Lot 2 and Lot 3 and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property within the Plat, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(h) The term "Lot" or "Lots" shall mean each separately identified lot of real property now constituting a part of the real property as identified on the Plat and any future subdivisions thereof.

(i) The term "Common Driveway(s)" shall collectively mean the driveways shown on Exhibit "D" attached hereto and incorporated herein by this reference, including without limitation the "66th Street Main Driveway" and "9th Avenue Permanent Driveway" and labeled on Exhibit "D" as over which the Owners and their Permittees shall have perpetual and non-exclusive ingress, egress and access easement rights, and upon which certain roadway, paving, curbing and sidewalk improvements shall be constructed and maintained pursuant to the terms of this Agreement. The terms "66th Street Main Driveway" and "9th Avenue Permanent Driveway" are intended to reference only those particular driveways and are not intended as a collective reference to the Common Driveways.

(j) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Lot, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Lot, and/or (ii) such tenant(s), subtenant(s), or occupant(s) of such Lots.

(k) The term "Pro Rata Share" shall be the percentage determined upon calculation of the ratio of the land acreage comprising either Parcel A or Parcel B (or to the extent Parcel A or Parcel B are subsequently divided, any portion thereof) to the total land acreage of the Master Parcel. For purposes of reference, Parcel A is deemed to have 260,053 square feet, Parcel B is deemed to have 523,591 square feet and the Master Parcel shall be deemed to have 783,644 square feet. Therefore, Parcel A's Pro Rata Share shall be 33.19% and Parcel B's Pro Rata Share shall be 66.81%.

(l) The term "Revised Site Plan" shall mean that site plan for the Master Parcel attached hereto as Exhibit "E" and by reference made a part hereof, where the ingress/egress and traffic flow components of the Revised Site Plan may not be unreasonably altered, modified, or amended without the express written consent of the Owners of Lot 1 and Lot 3.

(m) The term "Parcel A Retention Ponds" shall mean the retention ponds installed and located on Parcel A from time to time.

(n) The term "Parcel B Retention Ponds" shall mean those certain areas and ponds identified as Pond 1, Pond 2, Pond 3, Pond 4, Pond 5 and Future Pond 6 (if applicable) on Exhibit "F" attached hereto and any other retention ponds installed and located on Parcel B from time to time. The Parcel A Retention Ponds and Parcel B

Retention Ponds may be referred to herein collectively from time to time as the "Retention Ponds."

(o) The term "Parcel A Stormwater System" shall mean that certain system approved by the City and the South West Florida Water Management District ("SWFWMD") for management of the stormwater and retention for Parcel A; said system to include all improvements, including without limitation the Parcel A Retention Ponds, and distribution lines, conduits, pipes, storm drains and other apparatus, and as necessary for the construction, operation, use and maintenance of the drainage facilities which are intended to serve Parcel A. The Parcel A Stormwater System, excluding the Parcel A Retention Ponds, may be referred to herein as the "Parcel A Drainage Facilities."

(p) The term "Parcel B Stormwater System" shall mean that certain system approved by the City and the SWFWMD for management of the stormwater and retention for Parcel B; said system to include all improvements, including without limitation the Parcel B Retention Ponds, and distribution lines, conduits, pipes, storm drains and other apparatus, and as necessary for the construction, operation, use and maintenance of the drainage facilities which are intended to serve Parcel B. The Parcel B Stormwater System, excluding the Parcel B Retention Ponds, may be referred to herein as the "Parcel B Drainage Facilities." The Parcel A Drainage Facilities and the Parcel B Drainage Facilities may be referred to herein collectively as the "Drainage Facilities." The Parcel A Stormwater System and the Parcel B Stormwater System may be referred to herein collectively as the "Stormwater Systems."

(q) The term "Shared Utility Easement Areas" shall mean that area labeled as Shared Utility Easement Area on attached Exhibit "G." Such Shared Utility Easement Area shall include but not by way of limitation, any and all improvements, installations, construction, maintenance, repair and replacement of water main lines, sewer, high pressure water lines, telephone/telecommunications/data transmission lines, gas, electrical and any conduit, cables, or other shared utility necessary for the use, development and operation of the improvements upon and within the Master Parcel (collectively "Shared Utility Facilities").

## 2 Easements.

2.1 Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Lots, and all Owners and Permittees of the Lots, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

(a) Ingress/Egress. An easement for reasonable commercial access, ingress and egress over Common Driveways, Access Openings and sidewalks within the Master Parcel, so as to provide for the passage of motor vehicles and pedestrians between and among the Lots within the Master Parcel, and to and from all abutting streets or rights of way

providing access to the Lots. This ingress/egress easement benefits the Permittees of Owners of the Lots in perpetuity.

(b) Stormwater Improvement. An easement upon, under, over, above and across those portions of the Common Areas of the Master Parcel containing and including Drainage Facilities (collectively, the "Drainage Easement Areas"). The Drainage Easement Areas shall be deemed to include that portion of the property five (5) feet in all directions from the location of any part of the Drainage Facilities for transmission of storm water runoff, and to install, maintain, repair and replace such improvements. The easement granted herein shall include the right of reasonable ingress and egress to the Stormwater Systems as may be necessary to maintain and operate the same.

(c) Utility. An easement under and across those portions of the Shared Utility Easement Areas for purposes of use, access, improvements, constructions, replacement, maintenance of Shared Utility Facilities benefiting the Lots or any Lot.

(d) Signage. An easement on, under and upon Lot 1, Lot 2 and Lot 3 in the areas labeled as "Signage Easement Areas" in Exhibit "H," attached hereto and incorporated herein by this reference, for the construction, operation, maintenance and repair of one sign structure within each Signage Easement Area. No signs, structures, landscaping or improvements, shall be placed or maintained on the Parcels that shall have the effect of obstructing or impairing the visibility of the signs located within the Signage Easement Areas from adjacent streets and roads.

The Parcel A Owner and Parcel B Owner represent and warrant to one another that as the date of this Agreement, Parcel A and Parcel B are both owned free and clear of all liens and encumbrances, except those of record or expressly disclosed in writing to the other Owner prior to execution and delivery of this Agreement.

## 2.2 Reasonable Use of Easements.

(e) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Lot, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise, equipment and supplies in connection therewith, and the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel and the businesses conducted therein. Except in an emergency, the right of any Owner to enter upon the Lot of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry.

(f) Once the Common Driveways and Access Openings are constructed pursuant to the easement granted in paragraph 2 hereof; and the Drainage Facilities are installed pursuant to the easement granted in paragraph 2 hereof, and/or the Shared Utility Facilities are installed pursuant to the easement granted in paragraph 2 hereof, no

permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements shall be placed over or permitted to encroach upon such easement areas. Once constructed, the Common Driveways, Access Openings, Shared Utility Easement Area, Drainage Facilities and Shared Utility Facilities located therein shall not be modified, altered, relocated or otherwise changed, without the prior written consent of the Owners of Lot 1, Lot 2 and Lot 3, and if required by the terms of the SWFWMD Permit (as defined in paragraph 3.2 below) as to either or both Stormwater Systems. The Owner of the Lot served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Lot where such installations are located, at such requesting Owner's sole cost and expense, so long as ingress, egress, access, water detention and drainage services and/or utility services, as applicable, to the other Owner's Lot are not unreasonably interrupted and the remaining provisions of this paragraph 2 are complied with.

(g) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be reasonably prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Lot of another Owner for the exercise of any right pursuant to the easements set forth in this Agreement, or to prosecute work on such Owner's own Lot if the same interferes with utility or drainage easements or easements of ingress, egress, or access to or in favor of another Owner's Lot, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Lot upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

(h) Except in an emergency, the Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Revised Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow access to and use of the Common Driveways as set forth in paragraph 2 above.

(i) The easements herein above granted in this paragraph 2 shall include the right of reasonable ingress and egress for temporary construction purposes, over, upon, under, above and across that portion of the Lots which are not improved with any buildings and which is necessary for an Owner to access in order to permit such Owner to install and construct any of the facilities and improvements intended to be installed and constructed in the easement areas described in paragraph 2 pursuant to the provisions of paragraph 3 below. Additionally, the Parcel B Owner shall have a right of reasonable ingress and egress for maintenance purposes, over, upon, under, above and across that portion of Parcel A which is not improved with any buildings and which is reasonably necessary for the Parcel B Owner to access in order to permit the Parcel B Owner to carry out its maintenance obligations under paragraph 4 below.

2.3 Indemnification. Each Owner having rights with respect to an easement granted hereunder ("Easement Owner") shall indemnify and hold the Owner whose Lot is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of Easement Owner, its contractors, employees, agents, or others acting on behalf of Easement Owner.

### 3 Construction of Improvements.

3.1 Off-Site Improvements. All Off-Site Improvements shall be constructed by the Parcel B Owner, at said Owner's sole cost and expense, but subject to the reimbursement obligations set forth in subparagraph 3.7 below, in accordance with the requirements of the Development Agreement, governmental permits and pursuant to plans approved by the Owners and any governmental bodies or regulatory agencies which have approval rights for said Off-Site Improvements. The Parcel B Owner shall complete the construction of the Off-Site Improvements no later than the date which is one hundred eighty (180) days after the earliest date on which either Owner's final building permit is issued with respect to its respective Parcel, subject to any force majeure event which could impede completion during this time frame. If such an event should occur, then Parcel A Owner and Parcel B Owner shall agree upon a reasonable extension of time. The Parcel B Owner shall construct at its cost and expense, any Off-Site Improvements required in relation to the intersection for Access Opening #2 at 9th Street. In connection with the design, permitting and construction of the Off-Site Improvements, the Owners agree to comply with the development requirements contained in the Development Agreement and any issuing permits. In the event that the Development Agreement is amended to reduce or defer the number, amount or scope of the Off-Site Improvements required to be built, then the Parcel B Owner is hereby permitted to build such modified improvements as contained in any modified Development Agreement (if any). Additionally, the Parcel A Owner agrees that if any requirements to build the Off-Site Improvements are deferred, the Parcel A Owner agrees to such deferment.

3.2 Stormwater Systems. The Stormwater System required for the use and operation of each Parcel shall be constructed by each Parcel's respective Owner, at said Owner's sole cost and expense and shall not be subject to the reimbursement obligations set forth in subparagraph 3.7 below, in the "Drainage Easement Areas", pursuant to plans approved by any governmental bodies or regulatory agencies which have approval rights for, drainage facilities, and the terms, conditions and requirements of that certain Southwest Florida Water Management District Permit to be issued ("SWFWMD Permit"). Notwithstanding the foregoing, the Parcel B Owner shall construct the shared drainage system for the 66th Street Main Driveway substantially as shown on Exhibit "F" attached hereto (the "Shared Storm System"). The parties acknowledge that such runoff shall be incorporated into the Parcel B Stormwater System. The Parcel A Owner acknowledges and agrees that (i) it shall not cause any additional storm drainage to utilize the Shared Storm System and (ii) it shall ensure that any stormwater from Parcel A, other than that created by the 66th Street Main Driveway, shall be directed to and maintained by the Parcel A Stormwater System, once constructed.



3.3 Shared Utility Facilities. The Shared Utility Facilities required for the use and operation of the Lots within the Master Parcel shall initially be constructed by the Parcel B Owner, at said Owner's sole cost, and expense but subject to the reimbursement obligations set forth in subparagraph 3.7 below, in the "Shared Utility Easement Areas" depicted on Exhibit "G," pursuant to plans approved by the Owners and any governmental bodies or regulatory agencies which have approval rights for such Shared Utility Facilities. All such utility systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Lots (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers control panels, which shall be placed in such location as reasonably approved by the Owner of the affected Parcel, such approval not to be unreasonably withheld). The Parcel B Owner shall complete the construction of the Shared Utility Facilities no later than the date which is one hundred eighty (180) days after the earliest date on which either Owner's final building permit is issued with respect to its respective Parcel, subject to any force majeure event which could impede completion during this time frame. If such an event should occur, then Parcel A Owner and Parcel B Owner shall agree upon a reasonable extension of time.

3.4 Permanent Driveway and Access Openings. The 66<sup>th</sup> Street Main Driveway within Parcel A and Access Opening #1, as well as the shared drainage system for the 66th Street Main Driveway as shown on Exhibit "F," shall be constructed (to road standards and specifications consistent with applicable government requirements) by the Parcel B Owner, at said Owner's sole cost and expense, but subject to the reimbursement obligations set forth in subparagraph 3.7 below, in accordance with plans approved by the Owners and any governmental bodies or regulatory agencies which have approval rights. The Parcel B Owner shall complete the construction of the 66th Street Main Driveway within Parcel A and Access Opening #1, as well as the Shared Storm System, no later than the date which is one hundred eighty (180) days after the earliest date on which either Owner's final building permit is issued with respect to its respective Parcel. Notwithstanding anything contained in this Agreement to the contrary, upon completion of construction of any segment of the Common Driveways, no construction vehicles shall be permitted to drive on or over such completed segments, absent the express written consent of the Owner of the Lot across which the construction vehicles are attempting to traverse; provided, however, until such time as the Parcel B Owner has completed the construction of all of the improvements contemplated hereby, Parcel A Owner acknowledges and agrees that construction vehicles shall be permitted to drive on or over the 66th Street Main Driveway within Parcel A and Access Opening #1, provided Parcel B Owner promptly repairs and damage to such driveways after the completion of construction. The 9th Avenue Permanent Driveway within Parcel B and Access Opening #2 shall be constructed by the Parcel B Owner at its sole cost and expense, no later than one hundred eighty (180) days from after the earliest date on which either Owner's final building permit is issued with respect to its respective Parcel, subject to any force majeure event which could impede completion during this time frame. If such an event should occur, then Parcel A Owner and Parcel B Owner shall agree upon a reasonable extension of time. The Parcel B Owner shall not be entitled to any reimbursement for the construction of the 9th Avenue Permanent Driveway.

3.5 Signs. The Parcel B Owner shall construct the monument sign structure within the Signage Easement Area on Parcel A (the "66<sup>th</sup> Street Sign"), at said Owner's sole cost and expense, but subject to the reimbursement obligations set forth in subparagraph 3.7 below, and the Parcel B Owner shall construct the monument sign structure within the Signage Easement Area located on Parcel B, at said Owner's sole cost and expense, but not subject to the reimbursement obligations set forth in subparagraph 3.7 below. If permitted, the parties may elect to construct a sign along the 66th Street Main Driveway. Each sign structure shall be two-sided and of the size and shape consistent with all legal requirements and subject to (i) mutual approval of the parties hereto, which shall not be unreasonably withheld or delayed and (ii) approval by any governmental bodies which have approval rights for signage. Each side of the sign structure shall include two (2) sign panels, with one (1) panel for use by the Parcel A Owner and one (1) panel for use by the Parcel B Owner, where the size of the panels shall bear a 75/25 proportional relationship to the ownership of the Parcel upon which the sign is built. For example, the Parcel A Owner's portion of the sign located within the Signage Easement Area located on Parcel A shall be seventy-five percent (75%) of the total signage on the sign on Parcel A and the Parcel A Owner's portion of the sign located within the Signage Easement Area located on Parcel B shall be twenty-five percent (25%). Each Owner shall be responsible for the manufacture, fabrication and installation of its respective sign panels on each sign structure located within the Signage Easement Areas. Notwithstanding anything contained herein to the contrary, the Parcel A Owner and Parcel B Owner shall be entitled, at no cost to the other, to construct signage on the respective Owner's buildings on its own Parcel, so long as such signage conforms to all governmental regulations (the "Building Signage"). Nothing contained herein shall grant the Parcel A Owner any rights in and to any portion of the Building Signage for the buildings constructed on Lot 3 and nothing contained herein shall grant the Parcel B Owner any rights in and to any portion of the Building Signage for the buildings constructed on Lots 1 and 2.

3.6 Buildings and Other Improvements. Every building (including its appurtenant Common Area improvements and any drainage and utility facilities which service only the Lot of that Owner and are not shared by the other Owner), now or in the future constructed on a Lot by the Owner of said Lot shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements and permits, including but not limited to any development and construction requirements contained in the Development Agreement. Any construction or improvements within the Master Parcel shall benefit from and include the rights granted herein. Each Lot shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Lot, such that each Lot shall be self-sufficient for vehicular parking.

3.7 Reimbursement of Pro Rata Share of Costs. For purposes of this Section 3, the Owner which constructs the Off-Site Improvements, the Shared Utility Facilities, the 66<sup>th</sup> Street Main Driveway (as well as the Shared Storm System, and Access Openings shall be referred to as the "Constructing Owner" for such improvements and the other Owner shall be referred to as the "Non-Constructing Owner". Upon completion of

construction of each of the following: (a) the Off-Site Improvements; (b) the 66<sup>th</sup> Street Main Driveway and Access Openings (as well as the Shared Storm System; (c) the 66<sup>th</sup> Street Sign; and (d) the Shared Utility Facilities, the Constructing Owner shall have the right to request reimbursement from the Non-Constructing Owner's Pro Rata Share for such elements as set forth in this Section 3, of the total out-of-pocket costs incurred by the Constructing Owner for the design, permitting, construction and installation of the completed improvements and facilities described (such costs shall not include costs paid to employees or affiliated entities of such Owner). The request shall be made in writing and shall set forth with reasonable detail a description of the work performed and the specific amount requested from the Non-Constructing Owner, together with a statement of costs which includes all supporting invoices for the work performed (the "Request for Payment"). Within thirty (30) days after receipt of the Request for Payment, the Non-Constructing Owner shall reimburse the Constructing Owner for the Non-Constructing Owner's Pro Rata Share of the costs to complete the improvements and facilities described in each request. If the Non-Constructing Owner fails to timely make payment, then the provisions of paragraph 9 below (including, but not limited to, the ability to impose assessment liens) shall control. Additionally, should the Non-Constructing Owner fail to timely make any payment called for under this Agreement, then all of the aforementioned easement areas shall be restricted and unavailable to the Non-Constructing Owner until such time as the amounts due to the Constructing Owner have been fully paid. The Owners of the Lots expressly acknowledge and agree that at the time of recordation of this Agreement, neither the Parcel A Owner or Parcel B Owner has initiated construction, therefore, whichever of the Parcel Owners shall initiate construction of their respective buildings first, shall effect the improvements consistent herewith and the Owner that has not obtained permits for construction, shall not be liable for such Owner's Pro Rata Share of the total costs of reimbursable improvements incurred pursuant to this Agreement, until such time as a building permit is issued for a building(s) on the Non-Constructing Owner's Lot, at which time the owner/user(s) shall become liable for the Non-Constructing Owner Pro Rata Share of the total out-of-pocket costs incurred by the Constructing Owner for the specific reimbursable improvement costs. Prior to commencement of construction of the aforesaid improvements, the Constructing Owner shall deliver plans and a budget for the work to the Non-Constructing Owner for its review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Once approved, the Constructing Owner shall not materially alter the plans or budget without the Non-Constructing Owner's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. The Constructing Owner shall pay all bills and invoices in a timely manner and shall defend, indemnify and hold the Non-Constructing Owner harmless from and against any and all mechanics' and materialmen's liens related to such work. The aforesaid work shall be performed by the Constructing Owner in a good and workmanlike manner and in accordance with all applicable laws, rules, codes and ordinances.

3.8 Failure to Commence or Complete Improvements. If an Owner fails to complete any of the improvements which the Owner is obligated to complete pursuant to this Agreement (the "Required Improvements") on or prior to the expiration of the period of time given for the completion of such Required Improvements, or if the Owner fails to commence the construction of any of such Required Improvements within one hundred

eighty (180) days of the date the Owner receives its building permit, then the Non-Constructing Owner shall have the right, but not the obligation to construct and complete any of the Required Improvements which the Owner was required to construct and complete. In such event, and upon completion of the Required Improvements which the other Owner has elected to complete, that Owner shall notify the Owner that defaulted on its Required Improvements, in writing of the improvements which the Owner has completed in satisfaction of the obligations herein, and shall set forth with reasonable detail a description of the work performed and the costs and expenses incurred to perform such work. Within thirty (30) days after receipt of said notice, the requiring Owner shall reimburse the requesting Owner for the costs incurred by the such Owner to construct the Required Improvements which the Owner failed to construct (but failed or chose not to do so pursuant to this paragraph 3) only to the extent such Owner was responsible for all or a Pro Rata Share of such costs.

#### 4 Maintenance.

4.1 General. Until such time as improvements are constructed on a Lot, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris, complying in all respects with applicable local requirements.

4.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Lot in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Lot; the Owner of such Lot shall, at its sole cost and expense, with due diligence either (a) repair, restore, and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Provided, however, that nothing contained in this paragraph 4.2 shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding which may be contained in a lease or other written agreement between an Owner and such Owner's Permittee.

4.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area and any improvements located on its Lot in good order, condition and repair at its sole cost and expense. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, including any portion of the Common Driveways or any Access Opening located upon an Owner's Lot (including repaving and re-sealing as and when necessary), removing all papers, debris and other refuse from and periodically sweeping all parking and roadway areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining

signage (including the sign structure located within the Signage Easement Area on the Owner's Lot, but not the sign panel of the other Owner) in good condition and repair, and performing any and all such other duties as are necessary to maintain Master Parcel and Lots in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such improvements to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the improvements or buildings on its Lot, excepting the following: (i) the Common Driveways, (ii) Access Openings, (iii) Drainage Facilities, and (iv) Shared Utility Facilities. Notwithstanding the foregoing, each Owner hereby acknowledges and agrees that the Constructing Owner shall be responsible for operation and maintenance of the Common Area, as well as the Common Driveways and Access Openings, until such time as a building permit is issued for a building(s) on the Non-Constructing Owner's Lot, subject to the reimbursement requirements set forth in paragraph 4.7 below.

4.4 Stormwater Systems. Each Owner (provided, however, that for the purposes of this Section 4.4, the Parcel B Owner shall refer only to the owner of Parcel B that shall build improvements thereon, and all subsequent owners of Parcel B) covenants at all times during the term hereof to operate and maintain, or cause to be operated and maintained, at its sole cost and expense, the Stormwater System located on or under its respective Parcel, in good order, condition and repair and in accordance with the terms of the applicable SWFWMD Permits. Notwithstanding the foregoing, each Owner hereby acknowledges and agrees that the Constructing Owner shall be responsible for operation and maintenance of the Stormwater System until such time as a building permit is issued for a building(s) on the Non-Constructing Owner's Lot, subject to the reimbursement requirements set forth in paragraph 4.7 below.

4.5 Utilities. Each Owner shall at all times during the term hereof operate and maintain, or cause to be operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations located on its Lot, including any Shared Utility Facilities, whether serving the Lot of such Owner or the Lot of another Owner pursuant to an easement described herein. Notwithstanding the foregoing, each Owner hereby acknowledges and agrees that the Constructing Owner shall be responsible for operation and maintenance of the Shared Utility Facilities until such time as a building permit is issued for a building(s) on the Non-Constructing Owner's Lot, subject to the reimbursement requirements set forth in paragraph 4.7 below.

4.6 Signs. Each Owner shall at all times during the term hereof operate and maintain, or cause to be operated and maintained, in good order, condition and repair, at its sole expense, the sign structure located upon said Owner's respective Lot within the Signage Easement Area, provided, however, that the sign panels installed upon the sign structures shall be maintained by the Owner identified on the sign panel, at said Owner's sole expense.

4.7 Reimbursement of Pro Rata Share of Maintenance Costs. For purposes of this Section 4, the Owner which maintains and/or operates the Off-Site Improvements, the Shared Utility Facilities, the Common Driveways (as well as the Shared Storm System, the Access Openings, the Common Area, and the Stormwater System until such time as a building permit is issued for a building(s) on the Non-Constructing Owner's Lot shall be referred to as the "Maintaining Owner" for such improvements and the other Owner shall be referred to as the "Non-Maintaining Owner". The Maintaining Owner shall have the right to request reimbursement from the Non-Maintaining Owner's Pro Rata Share for such elements as set forth in this paragraph 4.7 of the total out-of-pocket costs incurred for the maintenance and/or operation of the completed improvements and facilities described hereinabove by the Maintaining Owner prior to such time as a building permit is issued for a building(s) on the Non-Constructing Owner's Lot. The request shall be made in writing and shall set forth with reasonable detail a description of the work performed and the specific amount requested from the Non-Maintaining Owner, together with a statement of costs which includes all supporting invoices for the work performed (the "Maintenance Request for Payment"). Within thirty (30) days after receipt of the Maintenance Request for Payment, the Non-Maintaining Owner shall reimburse the Maintaining Owner for the Non-Maintaining Owner's Pro Rata Share of the costs to maintain and/or operate the improvements and facilities described in each request. If the Non-Maintaining Owner fails to timely make payment, then the provisions of paragraph 9 below (including, but not limited to, the ability to impose assessment liens) shall control. The Owners of the Lots expressly acknowledge and agree that at the time of recordation of this Agreement, neither the Parcel A Owner or Parcel B Owner has initiated construction, therefore, whichever of the Parcel Owners shall initiate construction of their respective buildings first, shall maintain and/or operate the improvements consistent herewith and the Owner that has not obtained permits for construction, shall not be liable for such Owner's Pro Rata Share of the total maintenance and/or operation costs incurred pursuant to this Agreement until such time as a building permit is issued for a building(s) on the Non-Maintaining Owner's Lot, at which time the owner/user(s) shall become liable for the Non-Maintaining Owner Pro Rata Share of the total out-of-pocket costs incurred by the Maintaining Owner for the specific reimbursable maintenance and/or operation costs. Prior to commencement of maintenance and/or operation of the aforesaid improvements, the Maintaining Owner shall deliver plans and a budget for the work to the Non-Maintaining Owner for its review and approval, such approval not to be unreasonably withheld, conditioned or delayed. Once approved, the Maintaining Owner shall not materially alter the plans or budget without the Non-Maintaining Owner's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. The Maintaining Owner shall pay all bills and invoices in a timely manner and shall defend, indemnify and hold the Non-Maintaining Owner harmless from and against any and all mechanics' and materialmen's liens related to such work. The aforesaid work shall be performed or shall be caused to be performed by the Maintaining Owner in a good and workmanlike manner and in accordance with all applicable laws, rules, codes and ordinances.

4.8 Failure to Commence or Complete Maintenance. If an Owner fails to complete or conduct any of the maintenance and/or operations which the Owner is obligated to perform pursuant to this Agreement (the "Required Maintenance") on or prior

to the expiration of the period of time given for the completion of such Required Maintenance, then the Non-Maintaining Owner shall have the right, but not the obligation to construct and complete any of the Required Maintenance which the Owner was required to construct and complete. In such event, the Non-Maintaining owner shall give notice (except in the event of an emergency) to the Owner who failed to perform, that it intends to complete such Required Maintenance, and upon completion of the Required Maintenance which the other Owner has elected to complete, that Owner shall notify the Owner that defaulted on its Required Maintenance, in writing of the improvements which the Owner has completed in satisfaction of the obligations herein, and shall set forth with reasonable detail a description of the work performed and the costs and expenses incurred to perform such work. Within thirty (30) days after receipt of said notice, the requiring Owner shall reimburse the requesting Owner for the costs incurred by the such Owner to construct the Required Maintenance which the Owner failed to construct (but failed or chose not to do so pursuant to this paragraph 4) only to the extent such Owner was responsible for all or a Pro Rata Share of such costs.

5 **Restrictions.** No property within the Master Parcel (except for Parcel A) may be used for hospital services, acute care, or medical office without the express written consent of Palms of Pasadena Hospital (or its successors and/or assigns). This provision is expressly intended to benefit the user(s) of Parcel A. Notwithstanding this restriction, the Owner and/or operator of the facilities on Parcel B may provide medical services and have medical offices internal to its facilities, for the exclusive use and benefits of the residents within its facilities located on Parcel B.

6 **Insurance.** Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.3 above), death, or property damage occurring upon such Owner's Lot, with single limit coverage of not less than an aggregate of Five Million Dollars (\$5,000,000.00) including umbrella coverage, if any.

7 **Taxes and Assessments.** Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Lot.

8 **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Master Parcel. No easements, except (i) those expressly set forth in paragraph 2 and paragraph 3.4, and/or (ii) a temporary construction easement over the Lots so as to enable the construction of the Off-Site Improvements, Permanent Driveways, Access Openings, Drainage Facilities, Shared Utility Facilities, signage improvements, and any other improvements described in this Agreement, shall be implied by this Agreement.

9 **Remedies and Enforcement.**

9.1 **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants,

restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time in The Wall Street Journal, plus two percent (2% (not to exceed the maximum rate of interest allowed by law)). Notwithstanding the foregoing, in the event of (i) an emergency, and/or (ii) blockage or material impairment of the easement rights, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights and Enforcement Of Assessment Liens. Any claim for payment or reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner (the "Assessment Lien") in favor of the prevailing party and effective upon the recording of a notice of said Assessment Lien in the Public Records of Pinellas County, Florida, such Assessment Lien shall constitute a lien against the Lot of the defaulting Owner until paid; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Public Records of Pinellas County, Florida prior to the date of recordation of said notice of Assessment Lien and (iii) any mortgage liens. Assessment Liens may be enforced by the filing of an action to foreclose the Assessment Lien at any time within one (1) year from the date of recording of the notice of Assessment Lien, and otherwise in accordance with all methods available for the enforcement or foreclosure of liens under Florida Law. The holder of an Assessment Lien may institute suit to recover a money judgment for the sums secured by the Assessment Lien from the Owner of the Lot that is subject to said Assessment Lien without being required to foreclose its Assessment Lien and without waiving the Assessment Lien. Any foreclosure action by the holder of the Assessment Lien may be instituted without regard to the value of the Lot, the solvency of the Owner of the Lot that is subject to the Assessment Lien or the relative size of the default. All costs incurred by the holder of the Assessment Lien to collect, enforce, or foreclose upon the Assessment Lien, including reasonable attorneys and paralegals fees and all related costs, shall be included in the amount of the Assessment Lien and any judgment obtained in the foreclosure of such Assessment Lien. All liens recorded subsequent to the recordation of a notice of Assessment Lien shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of



any default for which a notice of Assessment Lien was recorded ("Cure"), the party recording same shall record an appropriate release of such notice of Assessment Lien within ten (10) business days after Cure.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Lot made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10 Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Public Records of Pinellas County, Florida, and shall remain in full force and effect thereafter in perpetuity and shall run with the land, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Lots in accordance with paragraph 11.2 hereof.

# 11 Miscellaneous.

11.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Lot 1, Lot 2 and Lot 3, evidenced by a document that has been fully executed and acknowledged by such record Owners and recorded in the Public Records of Pinellas County, Florida. Any modification required by applicable governing authority or by Amendment of the Development Agreement shall be binding upon the Master Parcel; provided, however, that the Parcel A Owner and Parcel B Owner shall jointly approve any and all proposed amendments to the Development Agreement prior to submission.

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

11.8 Severability. Each provision of this Agreement and the application thereof to Lot 1, Lot 2 and Lot 3 are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A Owner and the Parcel B Owner are as follows:

Parcel A Owner:

West Florida-PPH LLC  
3031 N. Rocky Point Drive West  
Suite 400  
Tampa, Florida 33607  
Attention: Division President

With a copy to:

West Florida-PPH LLC  
One Park Plaza  
Nashville, Tennessee 37203  
Attention: Vice President, Real Estate

Parcel B Owner:

DSSA, LLC  
Attn: Peter Douglas  
3447 Chapel Court  
Toledo, OH 43615  
Phone: (419) 865-6500  
Email: pdouglas@douglascompany.com

With a copy to:

Patricia G. Lyden, Esq.  
Lyden, Chappell & Dewhirst, Ltd.  
5565 Airport Highway, Suite 101  
Toledo, OH 43615  
Phone: (419) 867-8900  
Facsimile: (419) 867-8909  
Email: pgl@lydenlaw.com

And to:

Prevarian Companies, LP  
Attn: H. Dodd Crutcher  
8214 Westchester, Suite 600  
Dallas, TX 75225  
Phone: 214-736-7000  
Facsimile: 214-360-0665  
Email: dcrutcher@prevarian.com

11.12 Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within thirty (30) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding on such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

11.15 Mortgage Liens Not Subordinate. Any mortgage or deed of trust affecting any portion of any Parcel recorded in the Public Records of Pinellas County, Florida after the date of the recording of this Agreement (a "Mortgage") is subject to the terms of this Agreement. As such, and any party foreclosing any such Mortgage, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Agreement. Notwithstanding the foregoing, the lien of any such Mortgage shall not be subordinate to an Assessment Lien recorded in the Public Records of Pinellas County at any time.

11.16 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement.

*The remainder of this page was intentionally left blank.*

*Signature page(s) to follow.*

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Signed, sealed and delivered  
in the presence of:

WEST FLORIDA-PPH LLC, a Florida  
limited liability company

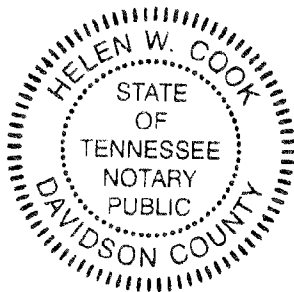
Hunter Alsup  
Print Name: Hunter Alsup

By: Nicholas L. Paul  
Print Name: Nicholas L. Paul  
Its: Vice President

Rebecca Carey  
Print Name: Rebecca Carey

Tennessee  
STATE OF ~~FLORIDA~~  
COUNTY OF Davidson

The foregoing instrument was acknowledged before me this 3rd day of July, 2017, by Nicholas L. Paul, the Vice President of West Florida PPH LLC, a Florida limited liability company, on behalf of the company, ☒ who is personally known to me, or ☐ who has produced the following identification: \_\_\_\_\_ (check one).



Helen W. Cook  
Name: Helen W. Cook (print)  
NOTARY PUBLIC  
Commission No.: N/A  
My Commission Expires: March 6, 2018

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Signed, sealed and delivered  
in the presence of:

DSSA, LLC  
an Ohio limited liability company

Benita Peacock  
Print Name: BENITA PEACOCK

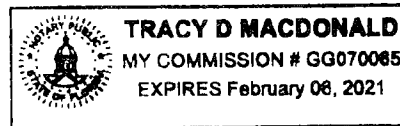
By: [Signature]  
Print Name: BO RUSS  
Its: MEMBER

[Signature]  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5 day of JULY, 2017, by BO RUSS, the MEMBER, of DSSA, LLC, on behalf of the corporation. ☒ who is personally known to me, or ☐ who has produced the following identification: \_\_\_\_\_ (check one).

Tracy D. MacDonald  
Name: TRACY D. MACDONALD (print)  
NOTARY PUBLIC  
Commission No.: GG070065  
My Commission Expires: FEB. 06, 2021



**EXHIBIT A**

**PARCELA**

Lots 1 and 2, Block 1, Crossroads at Tyrone, a subdivision according to the plat thereof recorded at Plat Book 137, page 75, in the Public Records of Pinellas County, Florida.

**EXHIBIT B**

**PARCEL B**

Lot 3, Block 1, Crossroads at Tyrone, a subdivision according to the plat thereof recorded at Plat Book 137, page 75, in the Public Records of Pinellas County, Florida.



EXHIBIT C

CROSSROADS AT TYRONE

A PARCEL OF LAND LYING IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 31 SOUTH, RANGE 16 EAST, CITY OF ST. PETERSBURG, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION:

A parcel of land lying in Section 17, Township 31 South, Range 16 East, Pinellas County, Florida, and parcel being a portion of the North 1/2 of the Southwest 1/4 of said Section 17, and being more particularly described as follows:  
Beginning at the Northwest corner of Gordon Manor Section Two Addition, as recorded in Plat Book 74, Page 89 of the public records of Pinellas County, Florida, said point being on the South right of way line of 13th Avenue North; thence along said South right of way line, North 89°48'25" East, 173.81 feet; thence departing and South right of way line of 9th Avenue North; thence along said South right of way line, South 0°00'35" West, 715.72 feet to a point on the North right of way line of 9th Avenue North; thence along said North right of way line, North 89°48'25" East, 173.81 feet to the Northwest corner of Gordon Manor Section Two Addition; thence along the Southwest corner of said Gordon Manor Section Two Addition, thence departing said East right of way line, and along the South boundary of said Gordon Manor Section Two Addition, North 89°48'38" East, 472.12 feet to the Southeast corner of said Gordon Manor Section Two Addition; thence along the East boundary of said Gordon Manor Section Two Addition, North 0°00'25" West, 260.21 feet to the Point of Beginning.

St. Petersburg, Florida

DEDICATION:

The undersigned hereby certifies that he is on owner of the herein described tract of land hereby platting as CROSSROADS AT TYRONE and that he dedicates to the public all streets, alleys, public easements, rights of way, and public areas shown on this plat, of the subdivision of said lands.

ROBERT N. LYNN, as Bishop of the Diocese of St. Petersburg, his successors and assigns, a Corporation Sole

Signed and delivered in the presence of

*Robert N. Lynn*  
Robert N. Lynn  
*Stephen A. Baker*  
Stephen A. Baker  
*Federick H. Haden*  
Federick H. Haden

ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24 day of January, A.D., 2012.

By ROBERT N. LYNN, as Bishop of the Diocese of St. Petersburg, his successors and assigns, a Corporation Sole.

He is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires \_\_\_\_\_ NOTARY PUBLIC, State of Florida at Large



DEDICATION:

The undersigned hereby certifies that it is on owner of the herein described tract of land hereby platting as CROSSROADS AT TYRONE and that he dedicates to the public all streets, alleys, public easements, rights of way, and public areas shown on this plat, of the subdivision of said lands.

SEABOARD DEVELOPMENT, LLC, a Utah limited liability company

Signed and delivered in the presence of,

*William A. Stokes*  
William A. Stokes, Vice President  
*Julia J. Smith*  
Julia J. Smith  
*Robert N. Lynn*  
Robert N. Lynn

ACKNOWLEDGMENT:

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24th day of January, A.D., 2012.

By William A. Stokes, Vice President of SEABOARD DEVELOPMENT, LLC, a Utah limited liability company.

He is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires Sept. 16, 2012

*George F. Young, Inc.*  
George F. Young, Inc. LE 021  
319 W. North  
St. Petersburg, Florida 33701  
(727) 822-4317



NOTICE:

This plat, as recorded in its graphic form, is the official decision of the subdivided lands described herein and will in no circumstances be supported 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 the county.

The public utility easements dedicated herein shall also be easements for the construction, installation, maintenance and operation of cable television service; provided, however, no such construction, installation, maintenance and operation of cable television service shall be made or maintained by any person or persons other than the holder of the easement. The holder of the easement shall be responsible for the construction, installation, maintenance, and operation of the cable television service, and shall be responsible for the maintenance and operation of the cable television service. The holder of the easement shall be responsible for the construction, installation, maintenance, and operation of the cable television service, and shall be responsible for the maintenance and operation of the cable television service.

CERTIFICATE OF APPROVAL BY THE CITY OF ST. PETERSBURG:

APPROVED for the City of St. Petersburg, Pinellas County, Florida, this 15th day of March, A.D., 2012; provided that this plat is recorded in the public records of Pinellas County, Florida, within six (6) months from the date of this approval.

*Paul A. Baker*  
Paul A. Baker  
COUNCIL CHAIR

Attest: By the City Council of the City of St. Petersburg, Pinellas County, Florida, this 15th day of March, A.D., 2012.

CERTIFICATE OF APPROVAL BY COUNTY CLERKS:

STATE OF FLORIDA

COUNTY OF PINELLAS

I, Ken Burke, Clerk of the Circuit Court of Pinellas County, Florida, hereby certify that this plat has been examined and that it complies in form with all the requirements of the Statutes of Florida pertaining to maps and plats and that this plat has been filed for record in Plat Book 137, Pages 75, 76, Public Records of Pinellas County, Florida.

Signed on this 15th day of April, A.D., 2012, at St. Petersburg.

By: *Ken Burke*  
Ken Burke, Clerk  
Pinellas County, Florida



CERTIFICATE OF CONFORMITY:

Reviewed for conformity to Chapter 177, Part 1, Florida Statutes by a Professional Surveyor and Mapper under contract or employed by the City of St. Petersburg.

*Matthew D. Pical*  
Matthew D. Pical  
Florida Professional Surveyor & Mapper No. 8125

Dated: 4/10/2012



SURVEYOR'S CERTIFICATE:

I, Catherine A. Basso, of George F. Young, Inc., the Surveyor making this plat, do hereby certify that this plat was prepared under my supervision and supervision and to the best of my knowledge and belief that this plat complies with all the survey requirements of Part 1, Chapter 177, Florida Statutes.

Plat boundaries surveyed on the 14th day of October, A.D., 2011.

Lot corners were laid staked on the 14th day of October, A.D., 2011.

*George F. Young, Inc.*  
George F. Young, Inc. LE 021  
319 W. North  
St. Petersburg, Florida 33701  
(727) 822-4317



SHEET 2 OF 2





EXHIBIT F

