

**Prepared by and after recording,
Please return to:**
Philip F. West, Esq.
RaceTrac Petroleum, Inc.
3225 Cumberland Boulevard Ste. 100
Atlanta, GA 30339

SHARED ACCESS EASEMENT AGREEMENT

THIS SHARED ACCESS EASEMENT AGREEMENT (this "Agreement"), is made as of the _____ day of _____, 2016, between **CAMERON PARTNERS II, LLC**, a Florida limited liability company ("Cameron"), and **RACETRAC PETROLEUM, INC.**, a Georgia corporation ("RaceTrac").

WITNESSETH: THAT:

WHEREAS, RaceTrac is the owner of that certain real property lying and being in Collier County, Florida, being more particularly described on **Exhibit A** attached hereto and by this reference made a part hereof (the "RaceTrac Property"); and

WHEREAS, Cameron is the owner of that certain real property lying and being in Collier County, Florida, more particularly described on **Exhibit B** attached hereto and by this reference made a part hereof (the "Cameron Property"), which is adjacent to the RaceTrac Property; and

WHEREAS, the parties desire to create a shared access easement on a portion of the RaceTrac Property and the Cameron Property, which portion is more particularly depicted and described on **Exhibit C** attached hereto (the "Shared Access Easement Area").

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and of the mutual covenants herein contained, and for other valuable and good consideration in hand paid at or before the sealing of these presents, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. **Shared Access Easement Area.**

a. **Grant of Shared Access Easement to RaceTrac.** Cameron does hereby bargain, sell, grant and convey to RaceTrac a perpetual, non-exclusive right, privilege and easement over a portion of the Shared Access Easement Area that is located on the Cameron Property, for the benefit of and as an appurtenance to the RaceTrac Property, for the purpose of providing access, ingress and egress by pedestrian traffic and by motor vehicles onto Bellaire Bay Drive. RaceTrac shall have the right, but not the obligation, to pave and maintain a driveway on any portion of the Shared Access Easement Area at such time as RaceTrac develops the RaceTrac Property, to RaceTrac's reasonable specifications. None of the foregoing shall obligate RaceTrac to construct the foregoing driveway or any portion thereof.

b. Grant of Shared Access Easement to Cameron. RaceTrac does hereby bargain, sell grant and convey to Cameron a perpetual, non-exclusive right, privilege and easement over that portion of the Shared Access Easement Area on the RaceTrac Property, for the benefit of and as an appurtenance to the Cameron Property, for the purpose of providing access, ingress and egress by pedestrian traffic and by motor vehicles onto Bellaire Bay Drive.

c. Grant of Drainage Easement to RaceTrac. Cameron does hereby bargain, sell, grant and convey to RaceTrac a perpetual, non-exclusive right, privilege and easement over that portion of the Shared Access Easement Area that is located on the Cameron Property, for the benefit of and as an appurtenance to the RaceTrac Property, for the discharge of surface and storm water through and into existing drainage lines and related facilities for all of the RaceTrac Property's storm water drainage needs.

d. Grant of Drainage Easement to Cameron. RaceTrac does hereby bargain, sell, grant and convey to Cameron a perpetual, non-exclusive right, privilege and easement over that portion of the Shared Access Easement Area that is located on the RaceTrac Property, for the benefit of and as an appurtenance to the Cameron Property, for the discharge of surface and storm water through and into existing drainage lines and related facilities for all of the Cameron Property's storm water drainage needs.

e. If RaceTrac constructs a driveway on the Shared Access Easement Area, and except as otherwise provided herein, RaceTrac shall maintain such driveway at its sole cost and expense. Such construction shall be done in a good and workmanlike manner, free and clear of liens, and in accordance with all applicable governmental rules, ordinances and requirements. RaceTrac shall have the ability to add site lighting in the Shared Access Easement Area, strategically located so as not to adversely affect any connection points in the Shared Access Easement Area.

f. From and after such time that Cameron, or any future owner of the Cameron Property, develops the Cameron Property, the owner of the Cameron Property shall reimburse RaceTrac for its pro-rata share (based on acreage) of the costs incurred by RaceTrac from time to time in maintaining the driveway on the Shared Access Easement Area.

2. **Not a Parking Easement.** Notwithstanding anything to the contrary contained herein, the easements created hereby grant no parking rights on the other party's property. The owner of the Cameron Property shall be prohibited from constructing or installing parking spaces immediately adjacent to the Shared Access Easement Area unless such spaces are separated from the Shared Access Easement Area by curbing or landscaping, it being the intent hereof that the Shared Access Easement Area not be obstructed or congested with motor vehicles pulling into or out of parking spaces.

3. **Temporary Construction Easement Area.** Cameron does hereby grant and convey to and for the benefit of RaceTrac, its contractors, agents and employees, a temporary non-exclusive easement over, upon, and across that portion of the Cameron Property known as Lot 3 of Heritage Bay Commons for the purpose of vehicular and pedestrian ingress and egress (including, without limitation, construction vehicles and personnel), and the staging and storage of construction materials, fill, and debris. Notwithstanding the foregoing, Cameron does hereby grant and convey to and for the benefit of RaceTrac, its contractors, agents and employees, a temporary non-exclusive easement over, upon, and across that portion of the Cameron Property located within ten (10) feet of the Shared Access Easement Area to facilitate the construction activities to be undertaken by RaceTrac upon the Shared Access Easement Area.

4. **Binding Effect.** The benefits and burdens of the easements granted by this Agreement shall run with the title to the RaceTrac Property and the Cameron Property, respectively, and shall bind the owners, and their respective successors and/or assigns thereof.

5. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any disputes hereunder shall be Collier County, Florida.

6. **Attorneys' Fees.** In connection with any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party, including all such attorneys' fees and costs which may be incurred in any trial, appellate or bankruptcy proceedings.

7. **Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served if by (i) hand delivery, or (ii) reputable national overnight courier service, or (iii) prepaid, certified U.S. Mail, return receipt requested, and shall be effective upon delivery or refusal. Any such notice, demand or request shall be addressed to the applicable party as follows:

To RaceTrac: RaceTrac Petroleum, Inc.
3225 Cumberland Boulevard, Suite 100
Atlanta, Georgia 30339
Attention: Corporate Counsel – Real Estate

To Cameron: Cameron Partners II, LLC
c/o Thomas C. Carollo, Manager
11586 Quail Village Way
Naples, Florida 34117

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CAMERON

CAMERON PARTNERS II, LLC,
a Florida limited liability company

Witness
Print Name: _____

By: _____
Thomas C. Carollo, Manager

(SEAL)

Witness
Print Name: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Thomas C. Carollo, as Manager of CAMERON PARTNERS II, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Printed Name

My Commission Expires: _____

[NOTARY SEAL]

[Signatures Continue on Following Page]

Signed, sealed and delivered
in the presence of:

RACETRAC

RACETRAC PETROLEUM, INC.,
a Georgia corporation

Witness
Print Name: _____

By: _____
Bill Milam, President

(CORPORATE SEAL)

Witness
Print Name: _____

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this ____ day of _____, 2016
by Bill Milam, as President of RACETRAC PETROLEUM, INC., a Georgia corporation, on behalf of the
corporation, who is personally known to me or who has produced _____
_____ as identification and who did (did not) take an oath.

Notary Public

Printed Name

My Commission Expires: _____

[NOTARY SEAL]