

INGRESS AND EGRESS EASEMENT AND RESTRICTIVE COVENANT AGREEMENT

This **Ingress and Egress Easement and Restrictive Covenant Agreement** (this "Agreement") is executed and entered into on this 10 day of December 2018, by and between and (i) Thorntons Inc., a Delaware corporation, 2600 James Thornton Way, Louisville, Kentucky 40223 (hereinafter the "Grantor"), and (ii) Coleman Enterprise, LLC, a Florida limited liability company, 510 East 7th Avenue, Tallahassee, Florida, 32303 (hereinafter the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property in Henry County, Kentucky, which is more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Grantor Parcel"); and

WHEREAS, Grantee is the owner of real property located adjacent to Grantor's Parcel, which is more particularly described on **Exhibit B** attached hereto and incorporated herein (the "Grantee Parcel"); and

WHEREAS, Grantor has agreed to grant a non-exclusive perpetual easement over a portion of the Grantor Parcel in favor of Grantee for the purpose of providing ingress to and egress from the Grantee Parcel and Pendleton Road (Kentucky Highway 153) in Pendleton, Henry County, Kentucky, subject to the terms herein; and

WHEREAS, as consideration for the grant of the ingress and egress easement by Grantor, Grantee has agreed to encumber a portion of the Grantee Parcel with certain restrictive covenants relating to the future use thereof.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to Grantee, and its successors and

assigns, a non-exclusive and, except as otherwise provided hereunder, perpetual easement (the "Easement"), for ingress and egress across that portion of the Grantor's Parcel which is more particularly shown and labeled as "Access Easement – Coleman Enterprises, LLC Remainder Parcel" in that certain Partial Sell Off Plat recorded in Plat Book 2 Page 46 in the Office of the Clerk for Henry County, Kentucky (the "Easement Area").

Grantee and Grantee's agents, employees, customers, invitees and permittees shall have the right, in common with Grantor and Grantor's agents, employees, customers, invitees and permittees to use the Easement Area for ingress to and egress from the Grantee's Parcel to and from Pendleton Road (Kentucky Highway 153) in Pendleton, Henry County, Kentucky. Grantor shall construct the improvements to be located within the Easement Area during the construction of the remainder of its improvements on the Grantor's Parcel at Grantor's sole cost and expense and shall maintain the Easement in good repair and condition. From and after the commencement of development on the Grantee Parcel and Grantee's use of the Easement for ingress and egress between said development on the Grantee Parcel and Pendleton Road, Grantor and Grantee shall share equally in the costs incurred by Grantor for the maintenance and repair of the improvements located within the Easement Area and upon the completion of any maintenance and/or necessary repairs of the Easement Area, Grantor shall deliver an invoice to Grantee for its fifty percent (50%) share of such maintenance and repair costs which amount shall be remitted by Grantee to Grantor at the address set forth in the preamble to this Agreement, or such other address specified by Grantor in writing to Grantee, within thirty (30) days following Grantee's receipt of the same.

Grantor hereby represents and warrants to Grantee that Grantor is lawfully seized and possessed of the Grantor's Parcel in fee simple across which this Easement is being granted, and has a full right and authority to grant the Easement.

In addition to the foregoing and in consideration of the easement rights granted to it in this Agreement by Grantor, Grantee hereby agrees that in no event shall that portion of the Grantee Parcel which is more particularly described on **Exhibit "C-1"** attached hereto and incorporated herein and graphically depicted on **Exhibit "C-2"** attached hereto and incorporated herein (hereinafter referred to as the "Seller Restriction Area") be used for the operation of any business which primarily features the retail sale of motor fuels (including sales of diesel fuel to commercial vehicles),. For the purposes hereof, a business shall be deemed to "primarily feature" the retail sale of motor fuels if such sales account for 25% or more of such business's gross revenues from its operations on the Grantee Parcel as measured on an annual basis. In the event any property contained within the Seller Restriction Area is ever used for such purposes then Grantor shall have the right to terminate this Agreement and shall be entitled to record an instrument in the official records of Henry County, Kentucky to effect such termination and Grantee shall reasonably cooperate with Grantor, including without limitation, Grantee's execution of any such instrument of termination. Grantee grants Grantor an irrevocable power of attorney appointing Grantor as its attorney-in-fact for the limited purpose of signing any such termination instrument on behalf of Grantee in the event Grantee fails to execute the same within thirty (30) days following Grantor's written request therefor. Grantee hereby acknowledges that, in the event of a breach or threatened breach of the foregoing restrictive covenant, Grantor would sustain great and irreparable injury and damage. Therefore, in addition to any other remedies which Grantor may have in the event of a breach of the foregoing restrictive covenant, whether such remedies are granted under this Agreement, at law, in equity or otherwise, Grantor shall be entitled to an injunction issued by any court of competent jurisdiction restraining such breach or threatened breach of the restrictive covenants contained herein, without any requirement that a bond or other surety be posted.

Except as otherwise expressly set forth herein to the contrary, the easements and restrictions granted by the parties hereto shall be deemed to run with the Grantor Parcel and the

Grantee Parcel, as applicable, and shall be for the benefit of and inure to the owners of the Grantor Parcel and the Grantee Parcel, as applicable, their respective successors and assigns, and the agents, employees, invitees, tenants and guests of the respective parties hereto, and shall burden the Grantor Parcel and the Grantee Parcel, as applicable, perpetually.

The interpretation and enforcement of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Jurisdiction and venue concerning any dispute pertaining to the Easement shall lie in the Commonwealth of Kentucky, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts located in Henry County, Kentucky. This Agreement represents the entire agreement between the parties hereto concerning the subject matter herein. It may not be modified or amended except in a writing executed by all of the parties hereto.

[Signatures to Follow].

IN WITNESS THEREOF, the parties have hereunto set their hands to be effective as of the date first written above.

GRANTOR:
Thorntons Inc.
a Delaware corporation

By: [Signature]
Name: Rodney Loyd
Title: Chief Development Officer

GRANTEE:
Coleman Enterprise, LLC.
a Florida limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY))
COUNTY OF JEFFERSON))

Before me, a notary public in and for said county and state, personally appeared Rodney Loyd, Chief Development Officer of Thorntons Inc., a Delaware corporation, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the corporation and that the same is his free act and deed and the free act and deed of the corporation for the uses and purposes set forth herein.

Witness my hand and seal this 10 day of December, 2018

[Signature]

Notary Public
My commission expires: 5/15/2021

S E A L

Michelle R. Reed
Notary Public, State at Large, KY
My commission expires 5/15/2021

IN WITNESS THEREOF, the parties have hereunto set their hands to be effective as of the date first written above.

GRANTOR:

Thorntons Inc.

a Delaware corporation

By: _____

Name: _____

Title: _____

GRANTEE:

Coleman Enterprise, LLC.

a Florida limited liability company

By: Jean Ann Coleman-Martin
Name: Jean Ann Coleman-Martin
Title: Managing Member

COMMONWEALTH OF KENTUCKY)

) SS

COUNTY OF JEFFERSON)

Before me, a notary public in and for said county and state, personally appeared Rodney Lloyd, Chief Development Officer of Thorntons Inc., a Delaware corporation, to me known to be the person who executed the within and foregoing instrument, who acknowledged that he is duly authorized to execute such instrument on behalf of the corporation and that the same is his free act and deed and the free act and deed of the corporation for the uses and purposes set forth herein.

Witness my hand and seal this ____ day of _____, 20__

SEAL

Notary Public

My commission expires: _____

COMMONWEALTH OF KENTUCKY)
COUNTY OF Henry) SS

Before me, a notary public in and for said county and state, personally appeared, Jean Ann Coleman-Martin, as Managing Member of Coleman Enterprise, LLC, a Florida limited liability company, to me known to be the person who executed the within and foregoing instrument, who acknowledged that she is duly authorized to execute such instrument on behalf of the LLC and that the same is her free act and deed and the free act and deed of the LLC for the uses and purposes set forth herein.

Witness my hand and seal this 10th day of December, 2018.

Missa H. Burnett

Notary Public, State at Large, KY

My commission expires: 8-11-2022

SEAL

This Instrument Prepared By:

Erik C. Lattig by Blum

Erik C. Lattig

Attorney at Law

2600 James Thornton Way

Louisville, Kentucky 40245

(502) 425-8022

EXHIBIT "A" TO INGRESS AND EGRESS EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE GRANTOR PARCEL

Being Tract 1 as shown on the Partial Selloff Plat approved by the Henry County Planning Commission on December __, 2018, and recorded in Plat Book 2, Page 46 in the office of the Clerk of Henry County, Kentucky on December __, 2018.

BEING the same property acquired by Grantor by deed dated December __, 2018, of record in Deed Book 307, Page 236, in the Office of the Clerk of Henry County, Kentucky.

EXHIBIT "B" TO INGRESS AND EGRESS EASEMENT AGREEMENT

LEGAL DESCRIPTION OF THE GRANTEE PARCEL

PARCEL #3:

Tract #1: A tract of land on the waters of Little Kentucky creek bounded as follows: Beginning at a stone in the corner of Jericho & Sligo Road corner to the lands of G. W. Winburn (now _____), thence with said road S-28 1/4 E 69-9/25 poles to a stone in the road; thence with a line of John G. Taylor (now _____), N 77-1/2 E 195-11/28 poles to a stone in Barbour's (now _____) line; thence with the same N 25 W 4-16/25 poles to a stone; thence N 9-3/4 E 37 poles to a beech corner to said Barbour, (now _____); thence N 17 W 27-4/10 poles to a stone; thence N 65-1/2 W 45-4/25 poles to a white oak corner to Winburn (now _____); thence S 57-3/4 W 33-11/25 poles to the beginning, containing 106 acres, 139 poles.

Tract #2: A tract of land on the waters of Little Kentucky Creek which is bounded as follows: Beginning at a stone corner to Coleman (now _____), in Jericho Road; thence S 28-1/4 E 57.2 poles to a stone in the road; thence N 79-3/4 E 202.4 poles to a stone on the creek; thence N 36-1/2 W 22.3 poles N 47-1/4 W 27.5 poles to a sugar tree; thence N 3-1/4 W 14.6 poles to a stone corner to Garriott (now _____); thence S 79-3/4 W 195.6 poles to the beginning, containing 68 acres 81 poles.

Tract #3: A tract of land on the waters of Little Kentucky River bounded as follows: Beginning at a stone on the East side of the creek corner to Park Houseworth (now _____); thence up the creek S 3-1/2 E 14.6 poles to a sugar tree; thence 49-1/2 E 16.9 poles to a stone in J. S. Garriott (now _____) original line; thence N 26-1/4 W 29.1 poles to the beginning, containing 89 poles.

Off-conveyances were made to:

Norman Hardin: Deed Book 96, Page 141

Silgas, Inc.: Deed Book 125, Page 398

Commonwealth of Kentucky: Deed Book 115, Page 199

PARCEL #4:

A certain piece or tract of land lying in Henry County, Kentucky, and on the waters of Little Kentucky Creek and bounded on the South by the land of W.L. Garriott (now Sibley Bros.); on the West the creek line by the lands of Wm. Bell (now Geo. Elliston) and A.C. Garrett (now Roger Taylor); on the North by the land of John Dean (now William Whiteley) and William Whitley and on the East by the

land of Alva Dawkins and containing 106 (one hundred six) acres, more or less.

From the above described boundary IS EXCEPTED a small boundary of land sold to George Elliston and bounded and described as follows: Beginning at a walnut tree on the East bank of Little Kentucky Creek and on the South side of Pleasant Hill Pike crossing to the other land of A. R. Garrett; thence with the Garrett's line S 4-3/4 W 3.55 chains to a small elm tree in said Garrett's line and coming to G. W. Elliston; thence crossing the creek with Elliston's line N 79 W 3.55 chains to an old sycamore stump corner to G. W. Elliston and A. R. Garrett line; thence with said Garrett's line N 8-1/2 E 1 chains to a small sycamore tree on the South side of the Pleasant Hill Pike; thence with the south side of said pike about fifteen feet from the middle thereof N 55 E 1.73 chains to a honey locust tree; thence crossing said creek N 69-3/4 E 2.35 chains to the beginning, containing 84/100th of an acre.

Off-conveyance made to Commonwealth of Kentucky: Deed Book 115, Page 199.

Less and Except Tracts 1 and 2 as shown on the Partial Selloff Plat approved by the Henry County Planning Commission on December __, 2018, and recorded in Plat Book 2, Page 46 in the office of the Clerk of Henry County, Kentucky on December __, 2018 conveyed to Thorntons Inc.

All records are in the Office of the Clerk of Henry County, Kentucky.

Parcels #3 and #4 being a portion of the property conveyed to Coleman Enterprise, LLC by Deed dated September 16, 2005 in Deed Book 245 Page 312 in the office of the Clerk of Henry County, Kentucky.



December 7, 2018

Baumann Land Survey, Inc.
2008 Central Avenue
Cincinnati, OH 45214
(513) 860-3999
www.BaumannLSI.com

EXHIBIT C-1

Legal Description - Seller Restriction Area

*On the remainder of the parcel conveyed to
Coleman Enterprise, LLC in D.B. 245, Pg. 312
Henry County, Kentucky*

Situate in Henry County, Kentucky along Pendleton Road (KY 153) south of the intersection of I-71 and Pendleton Road (KY 153) and being on the remainder of a parcel conveyed to Coleman Enterprise, LLC in Deed Book 245, Page 312, and being more particularly described as follows:

Commencing at a right of way monument found at a northerly corner of the said Coleman Enterprise, LLC remainder, and a westerly corner of a 8.687 acre tract conveyed to Thorntons Inc. in the easterly right of way line of Pendleton Road (KY 153), thence along an easterly line of said Coleman Enterprise, LLC remainder, and a westerly line of said Thorntons Inc. tract, and the easterly right of way line of Pendleton Road (KY 153), South $26^{\circ}33'08''$ East a distance of 279.47 feet to a point at a northerly corner of said Coleman Enterprise, LLC remainder, and a southerly corner of said Thorntons Inc. tract, and the easterly right of way line of Pendleton Road (KY 153) and the Point of Beginning;

Thence, from the Point of Beginning, leaving the easterly right of way line of Pendleton Road (KY 153), and along a northerly line of said Coleman Enterprise, LLC remainder, and a southerly line of said Thorntons Inc. tract, North $63^{\circ}26'52''$ East a distance of 200.44 feet to a point in a northerly line of said Coleman Enterprise, LLC remainder, and a southerly line of said Thorntons Inc. tract;

Thence, leaving a northerly line of said Coleman Enterprise, LLC remainder, and a southerly line of said Thorntons Inc. tract, South $26^{\circ}33'08''$ East a distance of 295.02 feet to a southerly corner of said Coleman Enterprise remainder, and a northerly corner of a parcel conveyed to W Investments, LLC in Deed Book 285, Page 694;

Thence, along a southerly line of said Coleman Enterprise, LLC remainder, and a northerly line of said W Investments, LLC parcel, South $68^{\circ}08'12''$ West a distance of 201.11 feet to a point in a southerly line of said Coleman Enterprise, LLC remainder, and a northerly corner of said W Investments, LLC parcel, and in the easterly right of way line of Pendleton Road (KY 153);

Thence, leaving a southerly line of said Coleman Enterprise, LLC remainder, and along the easterly right of way line of Pendleton Road (KY 153), North $26^{\circ}33'08''$ West a distance of 278.58 feet to the Point of Beginning;

Containing 1.320 acres more or less.

Subject to all existing easements and right-of-ways of record.

Bearings based on State Plane Grid (NAD83, NSR07, Kentucky Single Zone)
per Kentucky Transportation Cabinet Control Monuments

Prepared by: Baumann Land Survey, Inc.
Thomas P. Baumann, PS
Kentucky Surveyor #: PLS-3341

171 NORTH
EXIT RAMP

PENDLETON ROAD KY 153

Commonwealth of Kentucky
DB 115, PG 119

60' RW

Thorntons Inc
Tract 2
1.706 Ac. Parcel

End Limited
Access

Thorntons Inc
Tract 1
8.687 Ac. Parcel

Buster Coleman Enterprise, LLC
PIDN: 006-00-00-071.00
DB 245, PG 303

Point of
Commencement

Point of Beginning

N26°33'08"W 279.47'

N63°26'52"E

556.66'

356.22'

Coleman Enterprise, LLC
PIDN: 006-00-00-071.01
DB 245, PG 312

Coleman Enterprise, LLC
Remainder Parcel
DB 245, PG 312

N26°33'08"W

200.44'

278.58'

295.02'

201.11'

S68°08'12"W

W Investments, LLC
DB 285, PG 604

S26°33'08"E

THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND IS NOT INTENDED FOR LAND TRANSFER

BAUMANN LAND SURVEY, INC.
2008 CENTRAL AVENUE
CINCINNATI, OHIO 45214
513.860.3999



WWW.BAUMANNLSI.COM

DRAWING: 13862
PROJECT: 22416
DATE: 12.07.2018
REVISION:

~ **EXHIBIT C-2** ~
*PROPOSED
SELLER RESTRICTION AREA
(1.320 AC.)*

North Based on State Plane Grid
(NAD83, NSR07, Kentucky
Single Zone) per Kentucky
Transportation Cabinet Control
Monuments

0 SCALE 1"=150' 150

