



Project Correspondence

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RESOURCE MANAGEMENT ROUTING SHEET

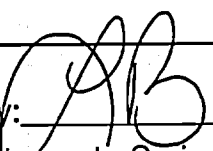
Permit#: 42-069-84428-1
Date Mail Received: Nov 14, 2002
Date Permit Issued:

Report Nov 15, 2002
Appl. Jul 02, 2002

Mail Type: Pending Application Correspondence
Project Name: Hancock Village
County: Lake
Comments: Additional Material-Reciprocal Easement Agreement with Covenants, Conditions and Restrictions

Name	Job Title	Office
Abdolreza Aboodi	Engineer III	Altamonte Springs
Victoria Nations	Regulatory Scientist II	Altamonte Springs

GENERAL COUNCIL:

Copied and Routed By:  on 11/15/02
Routed from: Altamonte Springs



AMERICAN CIVIL ENGINEERING CO.

207 NORTH MOSS ROAD, SUITE 211 • WINTER SPRINGS, FLORIDA 32708
Telephone: (407) 327-7700 • Fax: (407) 327-0227

November 12, 2002

Alex Aboodi, Engineer II
St. John's River Water Management District
975 Keller Road
Altamonte Springs, FL 32714-1618

Re: HANCOCK VILLAGE
NORTHWEST CORNER OF S.R. 50 & HANCOCK ROAD
M.S.S.W. PERMIT APPLICATION # 42-069-84428-1

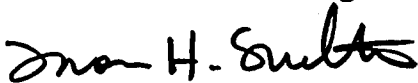
Dear Mr. Aboodi:

Find enclosed the following items in response to our phone conversation on November 12, 2002 on the above mentioned project for your continuing review and approval of the Stormwater Management System Permit application:

Three (3) copies of the Reciprocal Easement Agreement
with Covenants, Conditions and Restrictions

If there are any questions or comments regarding this resubmittal, do not hesitate in contacting us immediately.

Sincerely,
American Civil Engineering Company



Thomas H. Skelton, P.E.
Vice President

THS/msh

cc: Spencer Phelps; Trycon, Inc.

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RETURN RECORDED DOCUMENT TO:

Walgreen Co.
200 Wilmot Road, MS #2252
Deerfield, IL 60015
Attn: Chad Mihevc

This Instrument Prepared By:
Chad Mihevc
Walgreen Co.
200 Wilmot Road, MS #2252
Deerfield, IL 60015

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this _____ day of October, 2002, by and between Trycon, Inc., a Florida corporation (the "Parcel A Owner"), and Rock Hancock, Inc., a Florida corporation (the "Parcel B Owner"), and Trycon, Inc., a Florida corporation (the "Parcel C Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A"). The Parcel A Owner shall always be deemed to include Parcel A Owner's successors and assigns; but only to the extent specifically identified by an instrument in writing executed and recorded by Parcel A Owner in the Public Records of Lake County, Florida.
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel C Owner is the owner of that certain real property situated in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel C").
- D. Parcel A, Parcel B and Parcel C are hereinafter collectively referred to as the "Parcels."

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- E. Parcel B Owner intends to develop or cause Parcel B to be developed as a pharmacy and drug store.
- F. Parcel C Owner intends to develop or cause Parcel C to be developed as a branch bank.
- G. Parcel A Owner intends to simultaneously or thereafter develop and/or sell Parcel A for commercial uses, which uses conform to applicable zoning, this Agreement and other applicable land uses.
- H. The parties hereto desire to impose certain easements upon the Parcels, and Property (as hereinafter defined) and to establish and adopt a certain uniform plan of proactive covenants, easements, reservations, charges, liens, conditions and restrictions with respect to said Parcels and Property, for mutual and future owners and occupants thereof, on the terms and conditions hereinafter set forth.
- I. Parcel A Owner, Parcel B Owner and Parcel C Owner desire to provide for the Maintenance (hereinafter defined) of streetlights, signage, landscaping, street appurtenances, drainage works, certain pavement and medians, landscape berms, landscape buffers, retention/detention ponds, entry markers and pedestrian areas, utility easements, entrance and exit features, and to this end desire to subject the Parcels and Property to the protective covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Parcels and Property and each Owner (as hereinafter defined) of any part thereof.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner, Parcel B Owner and the Parcel C Owner hereby covenant and agree that the Parcels and Property and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels and Property shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, for the purpose of enhancing and protecting the value, desirability, function and attractiveness of the Parcels and Property, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

1.1 The term "Common Area" shall mean that portion of Parcel A, Parcel B and Parcel C that are outside of exterior walls of buildings or other structures from time to time located on the Parcels and intended for Common Use and enjoyment of all

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Parcels. The Common Area shall include all areas lying outside the boundaries of such Parcels and within the Property such as landscaped areas, medians, drainage, Sanitary Sewer Lift Station (as hereinafter defined), conservation areas, Water Detention and Drainage Facilities (as hereinafter defined), lighting facilities, curbing, entrance features, signage, roadways, the Driveway (as hereinafter defined), and other similar exterior site improvements.

1.2 The term "Common Expenses" shall mean and refer to expenditures for maintenance of the Water Detention and Drainage Facilities and Sanitary Sewer Lift Station. Such maintenance shall mean, but not be limited to, the following: cleanup, repair, structural upkeep, grounds care and replacement of all structures, maintaining the Sanitary Sewer Lift Station in good condition/repair including a maintenance contract for biannual inspection, pumps, improvements, the Water Detention and Drainage Facilities, landscaping (both natural and ornamental) and water bodies and shall also include dredging, chemical treatment and other services as related to canals, drainage ditches, retention and detention structures and pollution monitoring devices.

1.3 The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits in the location on the Parcels as shown on the Site Plan and identified thereon as the "Access Drive," and legally described on Exhibit "C" attached hereto and made a part hereof.

1.4 The term "Maintenance" shall mean, but not be limited to, the following maintenance, clean up, repair, painting, structural upkeep, grounds care and replacement of all structures, pumps, improvements, roads, paved areas, sidewalks, bicycle paths, utilities, Signs, removing all papers, debris and other refuse from and periodically sweeping all parking and road 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 markings, directional signs, lines and striping as needed, the Water Detention and Drainage Facilities, landscaping (both natural and ornamental) and water bodies and shall also include dredging, chemical treatment and other services as related to canals, drainage ditches, retention and detention structures. All Maintenance will be performed such that all property will remain in a first class condition, consistent with commercial developments similar in quality to other first class commercial developments in the central Florida area.

1.5 The term "Notice" shall mean delivery of any document by hand or through the United States postal system by certified mail, return receipt requested to the address set forth in Article 12.11 hereof. Notice to one of two or more co-Owners of a Parcel shall constitute notice to all Owners of such Parcel.

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1.6 The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A), Parcel B Owner (as to Parcel B), and the Parcel C Owner (as to Parcel C) 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 covered hereby, 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.

1.7 The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.

1.8 The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.

1.9 The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the Property as described on Exhibit "A", that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.

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

1.11 The term "Property" shall mean and include all of that certain real property as described in Exhibit "A."

1.12 The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only. If there shall occur any conflict between the Site Plan and the plat of Property, the plat shall take precedence and priority and the Site Plan shall be considered modified to be consistent with such plat.

2. Owner Maintenance Obligations

2.1 Maintaining the Parcels. Each Owner affirmatively agrees and is obligated to provide Maintenance to those Parcels which it owns. The obligation for Maintenance of a Parcel shall run with the land and transfer along with title to said Parcel.

Each Owner shall Maintain its Parcel (including the Common Areas located thereon) in good repair, including but not limited to painting, repairs, replacement and maintenance of roofs, gutters, down spouts, exterior building

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surfaces, trees, shrubs, grass, walks, signs, parking and other paved areas and other exterior improvements.

Until such time as improvements, whether completed buildings or parking lots are constructed on a Parcel, 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 on and from the Owner's Parcel.

Each Owner covenants to keep and maintain, at its sole cost and expense, the improvements located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of an improvement on any Parcel, the Owner of such Parcel 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, or (c) repair, restore, and either modify or rebuild such building for a permitted use of Parcel C other than a bank and not inconsistent with Paragraph 6.1 and 6.2 of this Agreement. Nothing contained in this paragraph 2.1 shall be deemed to allow and Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. Except as shown on the Site Plan, no building on Parcel A or Parcel C shall be located closer to State Road 50 or Hancock Road than shown on the Site Plan without the consent of the Parcel B owner and Walgreen, during the continuance of the Walgreen Lease. The building area on Parcel A and C shall be limited to the City of Clermont allowable building standards. Each Parcel shall comply with applicable governmental ratio requirements without taking into account the parking provided on any other Owner's Parcel. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels shall not be closed or materially impaired; (ii) the Driveway and ingress and egress thereto and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; (iii) the same shall not violate any of the provisions and easement granted in paragraph 3, and (iv) the requirements of this paragraph shall be complied with.

2.2 Failure to Maintain. In the event any Owner fails to Maintain its Parcel, or any improvements thereon, in a first class condition, in accordance with the standards required in the definition of Maintenance or as set forth in Section 2.1 above, then any other Owner shall be permitted to perform the same, at the expense of the Owner of such Parcel. Each Owner does hereby grant an easement

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to the other Owner(s) for such purpose, provided however, prior to commencing any such self-help or curative measures, the violating Owner shall be given thirty (30) days advance written notice to cure such violation. Repeated violations (exceeding three in any twelve month period) of the same matter shall not require advance notice and right to cure. The cost of providing such Maintenance on another Owner's Parcel shall be assessed against the Owner of the Parcel upon which such Maintenance shall be reimbursed the actual costs of performing the same.

Any such individual assessment or charge shall be a lien on the improved portion of any Parcel, an obligation of the subject Owner, and immediately due and payable in all respects, together with attorney's fees, court costs, interest and other fees or costs of collection incurred by the performing Owner.

2.3 Common Expense Proration(s). The Common Expenses as defined in Paragraph 1.2 shall be operated and maintained by the Owner of Parcel "A." Once said Water Detention and Drainage Facilities and Sanitary Sewer Lift Station improvements are constructed and the Parcel B and/or C Owners has received a Certificate of Occupancy then the Parcel B and/or C Owner shall reimburse to Parcel A a pro rata share of the maintenance/operation of said improvements. The pro rata share for each parcel shall be: Parcel A 59.75%, Parcel B 27.45% and Parcel C 12.80% of said costs. Said pro rata share is based on land area of each Parcel as a percentage of the total. The total land area being 7.03 acres. The above pro rata shares shall be applied only after subtracting from the total maintenance expenses any contributions paid by any 3rd party "off-site" entities which may be sharing in the use of any "on-site" facilities such as the Sanitary Sewer lift station. The "off-site" entities costs share shall be calculated and based on a Hydraulic Share of system capacity as determined and agreed to by both the Parcel A owner and the "off-site" entities prior to any such usage by the "off-site" entity.

3. Easements.

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

- (a) An easement for reasonable access, ingress and egress over all driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area, Parcel A, Parcel B and Parcel C

C including, without limitation, the Driveway and the Cross Access Easement, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area and Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;

(b) An easement upon, under, over, above and across the Common Areas and the Parcels for the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas indicated on the Site Plan and as may be amended from time to time by Agreement between the Parcel Owners which shall not be unreasonably withheld. The storm water detention areas indicated on Exhibit "B-1" and legally described on Exhibit "B-2", and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. The Water Detention and Drainage Facilities required for Parcel B shall initially be constructed by Parcel B Owner and/or its Permittees in accordance with the Site Plan and pursuant to plans approved by the Owner of Parcel B, as a part of the initial development of Parcel B. Once constructed by Parcel B Owner and/or its Permittees, (i) the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners; and, (ii) each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.

(c) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels including without limitation an easement over and across the Common Areas of the Parcels for the use, installation, maintenance, repair and replacement of the lift station (the "Sanitary Sewer Lift Station")(which Sanitary Sewer Lift

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Station shall be contained within the Sanitary Easement legally described in Exhibit "E" attached hereto and made a part hereof); provided that (i) 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, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel 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. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel). Once the initial construction of Parcel B shall be completed by the Owner of Parcel B and/or its Permittees, thereafter no additional utility easements affecting Parcel B shall be installed without the consent of the Parcel B Owner of.

(d) An easement of ingress and egress over and across the Common Area, all parking areas, Driveways, roadways, alleys, and sidewalks, including those located within Parcels for the delivery, pick up and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities. Such persons shall likewise be entitled to avail themselves of the easements reserved pursuant to Section 3.1(a) hereinabove while performing their official duties.

3.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel 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 such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3.3 Access Opening. The opening(s) and access point(s) contemplated between the Parcels for use of the Driveway, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." 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 Site Plan. There shall be maintained between the Access Openings a smooth and

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level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain curbing, landscaping or other improvements along the boundary line of its Parcel.

3.4 Reasonable Use of Easements.

(a) The easements hereinabove 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 Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once the Water Detention and Drainage Facilities are installed pursuant to the easements granted in paragraph 3.1 hereof, and/or utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 3.1 hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not unreasonably interrupted and the remaining provisions of this paragraph 3.3 are complied with. No such relocation affecting Parcel B, Parcel C or the water detention and drainage services or utility service(s) thereto shall be performed without the consent of the Parcel B Owner or the Parcel C Owner which consent shall not be unreasonable withheld.

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently 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 Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, 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, no

affirmative monetary obligation shall be imposed upon the other Owner, and 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 Parcel 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. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel A and its Permittees shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Parcel B Owner shall consent thereto.

4. Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.
5. Construction of Improvements. Every improvement (including its appurtenant Common Area improvements), now or in the future constructed on the Property, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway shall be constructed and completed by the Owner of Parcel A at the same time as such Owner develops Parcel A.
6. Restrictions.

6.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging.

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the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash except for a fully automated car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on any Parcel of hazardous materials or underground storage tanks, or any use which creates a nuisance.

6.2 Additional Parcel A Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A or C shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the sale of so-called health and/or beauty aids and/or drug sundries except as an incidental use within a hair or beauty salon not to exceed 100 square feet of floor area; (iii) the primary operation of a business in which greeting cards and/or gift wrap shall be offered for sale; (iv) the operation of a business in which food shall be sold for off premises consumption, provided that the sale of food items prepared on premise for off-premise consumption by a restaurant shall not be prohibited by this paragraph; and/or (v) the operation of a business in which photographic film photofinishing services are offered for sale; (vi) so long as parcel C is being used as a full service bank, parcel A shall be further restricted from the operation of a full service bank and the operation of a business in which the primary use is mortgage lending.

6.3 Drive-Throughs. No facility on Parcel A for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto Parcel B and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel B and/or the Driveway. Nothing contained herein shall be deemed to affect the drive-through serving the building to be initially constructed on Parcel B by the Parcel B Owner and/or its Permittees thereof, which is hereby expressly approved.

7. 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 3.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change

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thereof) as additional insureds. The Parcel B Owner may elect to self-insure and/or carry insurance required hereunder under master or blanket policies of insurance.

8. 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 Parcel.
9. 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 Parcel A, Parcel B or Parcel C. No easements, except (i) those expressly set forth in paragraph 3, and/or (ii) an easement over Parcel A and Parcel C so as to enable the construction of the Driveway and other improvements required for the initial development by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.
10. Remedies and Enforcement.

10.1 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.

10.2 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 by Bank One (its successors or assigns), 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, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on Parcel B, 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.

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10.3 Lien Rights. Any claim for 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 in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Florida; 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 Office of the County Recorder of Lake County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein 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 lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

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

10.5 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 Parcel 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.

10.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 3 and/or 6 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting 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 3 and/or 6 of this Agreement, the nondefaulting 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.

11. 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 office of the Lake County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified.

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amended, canceled or terminated by the written consent of all then record Owners of all Parcels in accordance with paragraph 12.3 hereof.

12. Miscellaneous.

12.1 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.

12.2 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 Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Florida.

12.3 Consents. Wherever in this Agreement the consent or approval of the Parcel A 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. Any consent of the Parcel B Owner may be given, denied or conditioned by such Parcel B Owner's sole and absolute discretion.

12.4 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.

12.5 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.

12.6 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

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interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12.7 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.

12.8 Separability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C 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.

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

12.10 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.

12.11 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, the Parcel B Owner and Parcel C Owner are as follows:

Parcel A Owner: Trycon, Inc.
300 International Parkway, Suite 184
Heathrow, FL 32746

NWC Hancock & S R 50
Clermont, Florida
Store # 7273

Attn: Spencer Phelps
(407) 804-8949
FAX: (407) 804-8963

Parcel B Owner: Rock Hancock, Inc.
ATTN: Gregg Zuckerman
1600 N. Orange Ave.
Orlando, FL 32804
(407) 898-6999
FAX: (407) 898-7755

With a copy to: Walgreen Co.
Law Department
200 Wilmot Rd.
Deerfield, IL 60015

Parcel C Owner: Trycon, Inc.
300 International Parkway, Suite 184
Heathrow, FL 32746
Attn: Spencer Phelps
(407) 804-8949
FAX: (407) 804-8963

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

12.13 Estoppel Certificates. Each Owner, within twenty (20) 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 upon 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.

12.14 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.

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Store # 7273

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:

Parcel "A" Owner
Trycon, Inc.

Print Name: _____

By: _____

Its: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledge before me this ___ day of _____, 2002, by _____ as _____ for Trycon, Inc., who is personally known to me or produced identification: _____

[NOTARY]

Print Name: _____

Witnesses:

Parcel "B" Owner
Rock Hancock, Inc.

Print Name: _____

By: _____

Its: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this ___ day of _____, 2002, by Gregg Zuckerman as President for Rock Hancock, Inc., who is personally known to me.

[NOTARY]

Print Name: _____

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Witnesses:

Print Name: _____

Print Name: _____

Parcel "C" Owner
Trycon, Inc.

By: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledge before me this ___ day of _____, 2002, by _____ as _____ for Trycon, Inc., who is personally known to me or produced identification: _____.

[NOTARY]

Print Name: _____

- Exhibit "A" - Legal Descriptions of Parcels A, B and C.
- Exhibit "B" - Site Plan. Identify Parcels A, B and C, the Driveways, and drainage or utility easement
- Exhibit "C" - Access Drive

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RESOURCE MANAGEMENT ROUTING SHEET

Permit#: 40-069-84428-1
Date Mail Received: Nov 13, 2002
Date Permit Issued:
Mail Type: Pending Application Correspondence
Project Name: Hancock Village
County: Lake
Comments: Additional Material-Covenants and Restrictions

Report Nov 13, 2002
Appl. Jul 02, 2002

Name	Job Title	Office
Abdolreza Aboodi	Engineer III	Altamonte Springs
Victoria Nations	Regulatory Scientist II	Altamonte Springs

GENERAL COUNCIL:

Copied and Routed By: AB on 11/13/02
Routed from: Altamonte Springs

AMERICAN CIVIL ENGINEERING CO.

207 N. MOSS RD., SUITE 211; WINTER SPRINGS, FLA 32708
PH. (407) 327-7700; FAX (407) 327-0227

from the desk of Thomas H. Skelton, P.E.

TO: **ALEX ABOODI**

DATE:

11/13/2002

COMPANY: **ST. JAMES**

SUBJECT:

**HANCOCK VILLAGE
CLERMONT, FL**

ENCLOSED/MESSAGE:

COVENANTS & RESTRICTIONS

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Altamonte
Service Center

COPY TO:

REQUESTED ACTION:

- FOR APPROVAL
- AS REQUESTED
- FOR YOUR USE
- FOR YOUR RECORDS
- FOR YOUR PROPOSAL
- F.Y.I.

SENT VIA:

- FAX **(407) 659-4805**
- MAIL
- FED. EX.
- E-MAIL
- HAND DELIVERED
- SPECIAL DELIVERED

MAIL ORIGINAL

- YES
- NO

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RETURN RECORDED DOCUMENT TO:

Walgreen Co.
200 Wilmot Road, MS #2252
Deerfield, IL 60015
Attn: Chad Mihevc

This Instrument Prepared By:
Chad Mihevc
Walgreen Co.
200 Wilmot Road, MS #2252
Deerfield, IL 60015

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

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this _____ day of October, 2002, by and between Trycon, Inc., a Florida corporation (the "Parcel A Owner"), and Rock Hancock, Inc., a Florida corporation (the "Parcel B Owner"), and Trycon, Inc., a Florida corporation (the "Parcel C Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A"). The Parcel A Owner shall always be deemed to include Parcel A Owner's successors and assigns; but only to the extent specifically identified by an instrument in writing executed and recorded by Parcel A Owner in the Public Records of Lake County, Florida.
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel C Owner is the owner of that certain real property situated in the City of Clermont, County of Lake, State of Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel C").
- D. Parcel A, Parcel B and Parcel C are hereinafter collectively referred to as the "Parcels."

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Clermont, Florida
Store # 7273

- E. Parcel B Owner intends to develop or cause Parcel B to be developed as a pharmacy and drug store.
- F. Parcel C Owner intends to develop or cause Parcel C to be developed as a branch bank.
- G. Parcel A Owner intends to simultaneously or thereafter develop and/or sell Parcel A for commercial uses, which uses conform to applicable zoning, this Agreement and other applicable land uses.
- H. The parties hereto desire to impose certain easements upon the Parcels, and Property (as hereinafter defined) and to establish and adopt a certain uniform plan of proactive covenants, easements, reservations, charges, liens, conditions and restrictions with respect to said Parcels and Property, for mutual and future owners and occupants thereof, on the terms and conditions hereinafter set forth.
- I. Parcel A Owner, Parcel B Owner and Parcel C Owner desire to provide for the Maintenance (hereinafter defined) of streetlights, signage, landscaping, street appurtenances, drainage works, certain pavement and medians, landscape berms, landscape buffers, retention/detention ponds, entry markers and pedestrian areas, utility easements, entrance and exit features, and to this end desire to subject the Parcels and Property to the protective covenants, easements, conditions, restrictions, reservations, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Parcels and Property and each Owner (as hereinafter defined) of any part thereof.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner, Parcel B Owner and the Parcel C Owner hereby covenant and agree that the Parcels and Property and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels and Property shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, for the purpose of enhancing and protecting the value, desirability, function and attractiveness of the Parcels and Property, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

1.1 The term "Common Area" shall mean that portion of Parcel A, Parcel B and Parcel C that are outside of exterior walls of buildings or other structures from time to time located on the Parcels and intended for Common Use and enjoyment of all

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Parcels. The Common Area shall include all areas lying outside the boundaries of such Parcels and within the Property such as landscaped areas, medians, drainage, Sanitary Sewer Lift Station (as hereinafter defined), conservation areas, Water Detention and Drainage Facilities (as hereinafter defined), lighting facilities, curbing, entrance features, signage, roadways, the Driveway (as hereinafter defined), and other similar exterior site improvements.

1.2 The term "Common Expenses" shall mean and refer to expenditures for maintenance of the Water Detention and Drainage Facilities and Sanitary Sewer Lift Station. Such maintenance shall mean, but not be limited to, the following: cleanup, repair, structural upkeep, grounds care and replacement of all structures, maintaining the Sanitary Sewer Lift Station in good condition/repair including a maintenance contract for biannual inspection, pumps, improvements, the Water Detention and Drainage Facilities, landscaping (both natural and ornamental) and water bodies and shall also include dredging, chemical treatment and other services as related to canals, drainage ditches, retention and detention structures and pollution monitoring devices.

1.3 The term "Driveway" shall mean that driveway and related driveway improvements, paving, curbing, entrances and exits in the location on the Parcels as shown on the Site Plan and identified thereon as the "Access Drive," and legally described on Exhibit "C" attached hereto and made a part hereof.

1.4 The term "Maintenance" shall mean, but not be limited to, the following maintenance, clean up, repair, painting, structural upkeep, grounds care and replacement of all structures, pumps, improvements, roads, paved areas, sidewalks, bicycle paths, utilities, Signs, removing all papers, debris and other refuse from and periodically sweeping all parking and road 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 markings, directional signs, lines and striping as needed, the Water Detention and Drainage Facilities, landscaping (both natural and ornamental) and water bodies and shall also include dredging, chemical treatment and other services as related to canals, drainage ditches, retention and detention structures. All Maintenance will be performed such that all property will remain in a first class condition, consistent with commercial developments similar in quality to other first class commercial developments in the central Florida area.

1.5 The term "Notice" shall mean delivery of any document by hand or through the United States postal system by certified mail, return receipt requested to the address set forth in Article 12.11 hereof. Notice to one of two or more co-Owners of a Parcel shall constitute notice to all Owners of such Parcel.

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1.6 The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A), Parcel B Owner (as to Parcel B), and the Parcel C Owner (as to Parcel C) 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 covered hereby, 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.

1.7 The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.

1.8 The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from the Parcel B Owner as landlord to Walgreen as tenant, and any amendments, extensions or replacements thereof.

1.9 The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the Property as described on Exhibit "A", that is, Parcel A, Parcel B and Parcel C, and any future subdivisions thereof.

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

1.11 The term "Property" shall mean and include all of that certain real property as described in Exhibit "A."

1.12 The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only. If there shall occur any conflict between the Site Plan and the plat of Property, the plat shall take precedence and priority and the Site Plan shall be considered modified to be consistent with such plat.

2. Owner Maintenance Obligations

2.1 Maintaining the Parcels. Each Owner affirmatively agrees and is obligated to provide Maintenance to those Parcels which it owns. The obligation for Maintenance of a Parcel shall run with the land and transfer along with title to said Parcel.

Each Owner shall Maintain its Parcel (including the Common Areas located thereon) in good repair, including but not limited to painting, repairs, replacement and maintenance of roofs, gutters, down spouts, exterior building

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surfaces, trees, shrubs, grass, walks, signs, parking and other paved areas and other exterior improvements.

Until such time as improvements, whether completed buildings or parking lots are constructed on a Parcel, 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 on and from the Owner's Parcel.

Each Owner covenants to keep and maintain, at its sole cost and expense, the improvements located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of an improvement on any Parcel, the Owner of such Parcel 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, or (c) repair, restore, and either modify or rebuild such building for a permitted use of Parcel C other than a bank and not inconsistent with Paragraph 6.1 and 6.2 of this Agreement. Nothing contained in this paragraph 2.1 shall be deemed to allow and Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. Except as shown on the Site Plan, no building on Parcel A or Parcel C shall be located closer to State Road 50 or Hancock Road than shown on the Site Plan without the consent of the Parcel B owner and Walgreen, during the continuance of the Walgreen Lease. The building area on Parcel A and C shall be limited to the City of Clermont allowable building standards. Each Parcel shall comply with applicable governmental ratio requirements without taking into account the parking provided on any other Owner's Parcel. Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels shall not be closed or materially impaired; (ii) the Driveway and ingress and egress thereto and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; (iii) the same shall not violate any of the provisions and easement granted in paragraph 3, and (iv) the requirements of this paragraph shall be complied with.

2.2 Failure to Maintain. In the event any Owner fails to Maintain its Parcel, or any improvements thereon, in a first class condition, in accordance with the standards required in the definition of Maintenance or as set forth in Section 2.1 above, then any other Owner shall be permitted to perform the same, at the expense of the Owner of such Parcel. Each Owner does hereby grant an easement

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to the other Owner(s) for such purpose, provided however, prior to commencing any such self-help or curative measures, the violating Owner shall be given thirty (30) days advance written notice to cure such violation. Repeated violations (exceeding three in any twelve month period) of the same matter shall not require advance notice and right to cure. The cost of providing such Maintenance on another Owner's Parcel shall be assessed against the Owner of the Parcel upon which such Maintenance shall be reimbursed the actual costs of performing the same.

Any such individual assessment or charge shall be a lien on the improved portion of any Parcel, an obligation of the subject Owner, and immediately due and payable in all respects, together with attorney's fees, court costs, interest and other fees or costs of collection incurred by the performing Owner.

2.3 Common Expense Proration(s). The Common Expenses as defined in Paragraph 1.2 shall be operated and maintained by the Owner of Parcel "A." ~~Once said Water Detention and Drainage Facilities and Sanitary Sewer Lift Station improvements are constructed and the Parcel B and/or C Owners has received a Certificate of Occupancy then the Parcel B and/or C Owner shall~~ reimburse to Parcel A a pro rata share of the maintenance/operation of said improvements. The pro rata share for each parcel shall be: Parcel A 59.75%, Parcel B 27.45% and Parcel C 12.80% of said costs. Said pro rata share is based on land area of each Parcel as a percentage of the total. The total land area being 7.03 acres. The above pro rata shares shall be applied only after subtracting from the total maintenance expenses any contributions paid by any 3rd party "off-site" entities which may be sharing in the use of any "on-site" facilities such as the Sanitary Sewer lift station. The "off-site" entities costs share shall be calculated and based on a Hydrolic Share of system capacity as determined and agreed to by both the Parcel A owner and the "off-site" entities prior to any such usage by the "off-site" entity.

3. Easements.

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

- (a) An easement for reasonable access, ingress and egress over all driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area, Parcel A, Parcel B and Parcel

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C including, without limitation, the Driveway and the Cross Access Easement, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area and Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;

(b) An easement upon, under, over, above and across the Common Areas and the Parcels for the discharge, drainage, use, detention and retention of storm water runoff in the manner and in the location indicated on the Site Plan, and to install, maintain, repair and replace storm water collection, retention, detention and distribution lines, conduits, pipes and other apparatus under and across those portions of the Common Areas indicated on the Site Plan and as may be amended from time to time by Agreement between the Parcel Owners which shall not be unreasonably withheld. The storm water detention areas indicated on Exhibit "B-1" and legally described on Exhibit "B-2", and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities". The easement granted herein shall include the right of reasonable ingress and egress with respect to the Water Detention and Drainage Facilities as may be required to maintain and operate the same. The Water Detention and Drainage Facilities required for Parcel B shall initially be constructed by Parcel B Owner and/or its Permittees in accordance with the Site Plan and pursuant to plans approved by the Owner of Parcel B, as a part of the initial development of Parcel B. Once constructed by Parcel B Owner and/or its Permittees, (i) the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners; and, (ii) each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention, and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto.

(c) An easement under and across those parts of the Common Areas that are not within any permissible building areas shown on the Site Plan, for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels including without limitation an easement over and across the Common Areas of the Parcels for the use, installation, maintenance, repair and replacement of the lift station (the "Sanitary Sewer Lift Station")(which Sanitary Sewer Lift

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Store # 7273

Station shall be contained within the Sanitary Easement legally described in Exhibit "E" attached hereto and made a part hereof); provided that (i) 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, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel 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. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel). Once the initial construction of Parcel B shall be completed by the Owner of Parcel B and/or its Permittees, thereafter no additional utility easements affecting Parcel B shall be installed without the consent of the Parcel B Owner of.

(d) An easement of ingress and egress over and across the Common Area, all parking areas, Driveways, roadways, alleys, and sidewalks, including those located within Parcels for the delivery, pick up and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities. Such persons shall likewise be entitled to avail themselves of the easements reserved pursuant to Section 3.1(a) hereinabove while performing their official duties.

3.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel 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 such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

3.3 Access Opening. The opening(s) and access point(s) contemplated between the Parcels for use of the Driveway, is/are shown on the Site Plan and such opening(s) and access point(s) between the Parcels for use of the Driveway, as contemplated pursuant to paragraph 2.1(a) above, are hereinafter called the "Access Openings." 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 Site Plan. There shall be maintained between the Access Openings a smooth and

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level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Openings, each Owner shall be permitted to maintain curbing, landscaping or other improvements along the boundary line of its Parcel.

3.4 Reasonable Use of Easements.

(a) The easements hereinabove 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 Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once the Water Detention and Drainage Facilities are installed pursuant to the easements granted in paragraph 3.1 hereof, and/or utility lines, systems and equipment are installed pursuant to the easements granted in paragraph 3.1 hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such water detention, drainage and utility installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or utility services, as applicable, to the other Owner's Parcel are not unreasonably interrupted and the remaining provisions of this paragraph 3.3 are complied with. No such relocation affecting Parcel B, Parcel C or the water detention and drainage services or utility service(s) thereto shall be performed without the consent of the Parcel B Owner or the Parcel C Owner which consent shall not be unreasonably withheld.

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently 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 Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, 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, no

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affirmative monetary obligation shall be imposed upon the other Owner, and 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 Parcel 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. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Owner of Parcel A and its Permittees shall in no event undertake any work described in this paragraph (except normal minor repairs in the ordinary course which do not interfere with the business of the Owner of Parcel B and its Permittees) which is not of an emergency nature during the months of November or December unless the Parcel B Owner shall consent thereto.

4. Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.
5. Construction of Improvements. Every improvement (including its appurtenant Common Area improvements), now or in the future constructed on the Property, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements. The Driveway shall be constructed and completed by the Owner of Parcel A at the same time as such Owner develops Parcel A.
6. Restrictions.
 - 6.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging,

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the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash except for a fully automated car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on any Parcel of hazardous materials or underground storage tanks, or any use which creates a nuisance.

6.2 Additional Parcel A Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A or C shall be used, directly or indirectly, for any one or more of the following purposes: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the sale of so-called health and/or beauty aids and/or drug sundries except as an incidental use within a hair or beauty salon not to exceed 100 square feet of floor area; (iii) the primary operation of a business in which greeting cards and/or gift wrap shall be offered for sale; (iv) the operation of a business in which food shall be sold for off premises consumption, provided that the sale of food items prepared on premise for off-premise consumption by a restaurant shall not be prohibited by this paragraph; and/or (v) the operation of a business in which photographic film photofinishing services are offered for sale; (vi) so long as parcel C is being used as a full service bank, parcel A shall be further restricted from the operation of a full service bank and the operation of a business in which the primary use is mortgage lending.

6.3 Drive-Throughs. No facility on Parcel A for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto Parcel B and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel B and/or the Driveway. Nothing contained herein shall be deemed to affect the drive-through serving the building to be initially constructed on Parcel B by the Parcel B Owner and/or its Permittees thereof, which is hereby expressly approved.

7. 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 3.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change

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thereof) as additional insureds. The Parcel B Owner may elect to self-insure and/or carry insurance required hereunder under master or blanket policies of insurance.

8. 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 Parcel.
9. 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 Parcel A, Parcel B or Parcel C. No easements, except (i) those expressly set forth in paragraph 3, and/or (ii) an easement over Parcel A and Parcel C so as to enable the construction of the Driveway and other improvements required for the initial development by the Owner of Parcel B, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.
10. Remedies and Enforcement.

10.1 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.

10.2 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 by Bank One (its successors or assigns), 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, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on Parcel B, 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.

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10.3 Lien Rights. Any claim for 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 in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Lake County, Florida; 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 Office of the County Recorder of Lake County, Florida prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein 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 lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

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

10.5 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 Parcel 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.

10.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 3 and/or 6 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting 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 3 and/or 6 of this Agreement, the nondefaulting 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.

11. 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 office of the Lake County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified,

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Clermont, Florida
Store # 7273

amended, canceled or terminated by the written consent of all then record Owners of all Parcels in accordance with paragraph 12.3 hereof.

12. Miscellaneous.

12.1 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.

12.2 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 Parcel A, Parcel B and Parcel C, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Lake County, Florida.

12.3 Consents. Wherever in this Agreement the consent or approval of the Parcel A 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. Any consent of the Parcel B Owner may be given, denied or conditioned by such Parcel B Owner's sole and absolute discretion.

12.4 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.

12.5 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.

12.6 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

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interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

12.7 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.

12.8 Separability. Each provision of this Agreement and the application thereof to Parcel A, Parcel B and Parcel C 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.

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

12.10 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.

12.11 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, the Parcel B Owner and Parcel C Owner are as follows:

Parcel A Owner: Trycon, Inc.
300 International Parkway, Suite 184
Heathrow, FL 32746

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Attn: Spencer Phelps
(407) 804-8949
FAX: (407) 804-8963

Parcel B Owner: Rock Hancock, Inc.
ATTN: Gregg Zuckerman
1600 N. Orange Ave.
Orlando, FL 32804
(407) 898-6999
FAX: (407) 898-7755

With a copy to: Walgreen Co.
Law Department
200 Wilmot Rd.
Deerfield, IL 60015

Parcel C Owner: Trycon, Inc.
300 International Parkway, Suite 184
Heathrow, FL 32746
Attn: Spencer Phelps
(407) 804-8949
FAX: (407) 804-8963

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

12.13 Estoppel Certificates. Each Owner, within twenty (20) 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 upon 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.

12.14 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.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:

Parcel "A" Owner
Trycon, Inc.

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledge before me this ___ day of _____, 2002, by _____ as _____ for Trycon, Inc., who is personally known to me or produced identification: _____

[NOTARY]

Print Name: _____

Witnesses:

Parcel "B" Owner
Rock Hancock, Inc.

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledge before me this ___ day of _____, 2002, by Gregg Zuckerman as President for Rock Hancock, Inc., who is personally known to me.

[NOTARY]

Print Name: _____

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Clermont, Florida
Store # 7273

Witnesses:

Parcel "C" Owner
Trycon, Inc.

Print Name: _____

By: _____

Its: _____

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledge before me this ___ day of _____, 2002, by _____ as _____ for Trycon, Inc., who is personally known to me or produced identification: _____

[NOTARY]

Print Name: _____

- Exhibit "A" - Legal Descriptions of Parcels A, B and C.
- Exhibit "B" - Site Plan. Identify Parcels A, B and C, the Driveways, and drainage or utility easement
- Exhibit "C" - Access Drive

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RESOURCE MANAGEMENT ROUTING SHEET

Permit#: 40-069-84428-1
Date Mail Received: Nov 12, 2002
Date Permit Issued:

Report Nov 12, 2002
Appl. Jul 02, 2002

Mail Type: Response to RAI
Project Name: Hancock Village
County: Lake
Comments: Additional Material
Original Signed and Sealed Plans-2 sheets

Name	Job Title	Office
Abdolreza Aboodi	Engineer III	Altamonte Springs
Victoria Nations	Regulatory Scientist II	Altamonte Springs

GENERAL COUNCIL:

Copied and Routed By: AB on 11/12/02
Routed from: Altamonte Springs



AMERICAN CIVIL ENGINEERING CO.

207 NORTH MOSS ROAD, SUITE 211 • WINTER SPRINGS, FLORIDA 32708
Telephone: (407) 327-7700 • Fax: (407) 327-0227

November 12, 2002

Alex Aboodi, Engineer II
St. John's River Water Management District
975 Keller Road
Altamonte Springs, FL 32714-1618

Re: HANCOCK VILLAGE
NORTHWEST CORNER OF S.R. 50 & HANCOCK ROAD
M.S.S.W. PERMIT APPLICATION # 42-069-84428-1

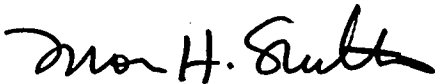
Dear Mr. Aboodi:

Find enclosed the following items in response to our phone conversation on November 12, 2002 on the above mentioned project for your continuing review and approval of the Stormwater Management System Permit application:

- Three (3) signed and sealed copies of revised sheets 6 & 8 of the construction plans
- Three (3) copies of the By-Laws draft documents
- Three (3) copies of the FDOT driveway application
- Three (3) copies of the FDOT drainage sufficiency review letter

If there are any questions or comments regarding this resubmittal, do not hesitate in contacting us immediately.

Sincerely,
American Civil Engineering Company



Thomas H. Skelton, P.E.
Vice President

THS/msh

cc: Spencer Phelps; Trycon, Inc.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES

FORM 850-040-15
 SYSTEMS PLANNING - 11/94
 Page 1 of 6



OFFICE USE ONLY	
Application Number	Project No.
County	

APPLICANT AND CONSULTING FIRM INFORMATION
 PART 1 - APPLICANT INFORMATION (SEE PART 2)

APPLICANT: <u>Trycon, Inc.</u> Mailing Address: <u>300 Int'natl Pkwy. Ste 84</u> City, State, Zip: <u>Heathrow, FL 32746</u> Telephone: <u>(407) 804-8949</u>	CONSULTING FIRM/PROJECT MANAGER: <u>American Civil Engineering Co.</u> <u>Thomas Skelton, PE</u> Mailing Address: <u>207 N. Moss Rd. Ste 211</u> City State, Zip: <u>Winter Springs, FL 32708</u> Telephone: <u>(407) 327-7700</u> FAX, Mobile Phone, etc.: <u>() (407) 327-0227</u> <small>CIRCLE ONE</small>
PROPERTY OWNER: <u>Rabi & George Nesheiwat</u> Responsible Corporate Officer: _____ Mailing Address: <u>435 Meadow Drive</u> City, State, Zip: <u>Roselle, Illinois 60172</u> Telephone: <u>(630) 295-9815</u> FAX, Mobile Phone, etc.: _____ <small>CIRCLE ONE</small>	

ARE YOU AN AUTHORIZED REPRESENTATIVE?

If the property owner desires to have a representative sign and handle the application, the owner must provide a notarized letter of authorization attached with the application. (SEE PART 2 OF THIS FORM BELOW)

PART 2 - APPLICANT'S AUTHORIZATION OF REPRESENTATIVE

Authorized Representative:

(NOTE: All correspondence will be made through the representative. A notarized letter of authorization must be attached if you use an authorized representative.)

Name: Thomas H. Skelton, PE

Company: American Civil Engineering Co.

Address: 207 N. Moss Rd, Ste 211, Winter Springs, FL 32708

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES

FORM 830-040-13
 SYSTEMS PLANNING - 11/94
 Page 2 of 6

PART I: GENERAL INFORMATION

IF YOU EXPECT 600 TRIPS PER DAY OR LESS FROM YOUR SITE, COMPLETE THIS SECTION BELOW:

PART I: DESCRIPTION OF PROPOSED USE

CATEGORY A

- Single Family Home
- Duplex
- Other use less than 21 vehicles per day USE: _____

CATEGORY B

Not to exceed
600 trips/day

- Dwelling units (between 3 and 60)
- Office/Commercial/Institutional in a small structure (enter type and gross square feet below).

TYPE OF USE _____

SQUARE FEET OF STRUCTURE _____

Other

- _____
Description of Use

IF YOU EXPECT MORE THAN 600 TRIPS PER DAY FROM YOUR SITE, COMPLETE THIS SECTION BELOW:

Land Use

Units
(Gross Sq. ft. or Dwelling Units)

Existing: Vacant

0 SF

Proposed: Commercial

43,750 SF

Attach additional sheets if necessary

PART II: TRIP GENERATION INFORMATION

Estimated Average Daily Volume: 4743
 (Not required for Category A)

Estimated Average Peak Hour Volume: IN 334 OUT 343 AM/PM (Circle AM, PM, Other)

Continue onto next page

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES

FORM 850-040-15
 SYSTEMS PLANNING - 11/94
 Page 3 of 6

IF YOU ARE APPLYING FOR A TEMPORARY, PUBLIC STREET, OR SAFETY UPGRADE PERMIT COMPLETE THE FOLLOWING:

CHECK ONE

- Temporary Permit, Description: _____
 From (Date): _____ To (Date): _____ (Not to exceed 6 months)
- Public Street, Road or Facility, Description: _____ Expected Daily Traffic _____
- Safety Upgrade, Description: _____

ATTACH EXTRA SHEETS IF NEEDED

PROPERTY LOCATION INFORMATION

Property Physical Site Address: NW Corner Hancock Road & SR 50

Between: _____
Street, Road, Etc. and Street, Road, Etc.

If development is in place, please provide this information on a separate sheet.

Please indicate North

SEE ATTACHED

**IF IT WILL SERVE TO BETTER COMMUNICATE,
 PLEASE PROVIDE SKETCH OF PROPERTY LOCATION - (SCALE IS NOT IMPORTANT)**

ROUTE, HIGHWAY AND CONNECTION LOCATION INFORMATION

CONNECTION NO. 1
 Road Name: SR 50
 Roadway Access Management Classification _____
(Available at Department)
 Posted Speed Limit: 45 MPH
 Road Section Number: _____
(Available at Department)
 Mile Post Number: _____
(Available at Department)

CONNECTION NO. 2
 Road Name: _____
 Roadway Access Management Classification _____
(Available at Department)
 Posted Speed Limit: _____ MPH
 Road Section Number: _____
(Available at Department)
 Mile Post Number: _____
(Available at Department)

(ATTACH ADDITIONAL SHEET AS NEEDED)
 CONTINUE ON NEXT PAGE

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES

FORM 830-040-15
 SYSTEMS PLANNING - 11/94
 Page 4 of 6

Status of development approval (check one)

Already Approved: _____ IF SO, PLEASE ATTACH APPROVAL DOCUMENT TO APPLICATION

Approval Pending: X If "approval pending" what is expected approval date? 11/15/02

Local government development approval official:

Name: Barry Brown Title: Director of Planning

Department/Office: Cirt of Clermont

Street Address: 1 Westgate Plaza

City, State, ZIP: Clermont, FL 34711

Telephone: (352) 394-4083

PART 3: SITE PLAN AND CONNECTION DETAIL CHECKLIST

FOR CATEGORIES C, D, E, F & G. This is the minimum information required for review. This information shall be signed, sealed and dated by a Professional Engineer registered in Florida.

A. Site Plan Map (Scale: 1"=40')

Number of Copies: _____

Include:

- X Site circulation plan and parking layout
- X Location of your proposed connections
- X Location of existing median openings serving the property
- X Location of all public streets serving the property
- X All known easements
- X Property lines
- X Right of way lines
- X All out-parcels
- X Ownership of abutting parcels
- X Inset site location map
- X Location of buildings and other permanent features that affect sight distance or circulation on public roads
- X Existing joint property access features

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DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES

FORM 850-040-15
 SYSTEMS PLANNING - 11/94
 Page 5 of 6

B. Connection Design Plan (Scale: 1"=30')

Includes:

- Connection/driveway dimensions (include width, angle, radius, flare, etc.)
- All roadway alterations
- Auxiliary lanes with cross section
- Existing traffic control devices
- Proposed traffic control devices
- Striping and signing plans
- Pavement design include cross section for connection(s)
- Pavement design including cross section for auxiliary lanes

C. Drainage from Topo Plans (Separate map from Site Plan & Connection Design may be required)

- Culvert size and type
- Existing grading
- Proposed grading
- Stormwater facilities
- Drainage facilities

(Due to scale, this exhibit may need to be separate from other exhibits) Recent aerial photos are acceptable.

Location and spacing of connections, median openings, and roads for:

(See Aerial) 660 Ft. (200 M) each side of the proposed connection for roads with speeds 45 MPH (70 KPH) or less

1320 Ft. (400 M) each side of the proposed connection for roads with speeds greater than 45 MPH (70 KPH)

Above information for both sides of the street

*Other, Explain

*Due to a restrictive median, or other physical features, the requirements of this section may be less.

PART D - TRAFFIC STUDY

FOR CATEGORY D,E,F,&G application or any application requesting a Traffic Signal, New Median Opening, or Modified Median Opening.

- Traffic Study
- Peak hour movements from each proposed connection
- Existing conditions
- Future conditions (Year)

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRIVEWAY/CONNECTION APPLICATION
FOR ALL CATEGORIES

FORM 850-040-15
SYSTEMS PLANNING - 11/94
Page 6 of 6

PART 10 - ADDITIONAL INFORMATION WHICH MAY BE REQUESTED

- 4 Number of packages.
4 Application forms bearing original signatures.
4 Applicable designs and traffic studies and scaled by a professional engineer.

NOTES:

PART 11 - NOTICE TO APPLICANT

Proposed features in the right-of-way, such as median openings and other traffic control devices, are not part of the connection(s) to be authorized by a connection permit. The Department reserves the right to change these features in the future in order to promote safety in the right of way or efficient traffic operations on the highway. Expenditure by the applicant of monies for installation or maintenance of such features shall grant no vested right in the maintenance of such features.

PART 12 - CERTIFICATION AND SIGNATURE

I certify that I am familiar with the information contained in this application and that to the best of my knowledge and belief such information is true, complete and accurate.

Signed Thomas H. Skelton
(Applicant or authorized representative)

Date: OCT 17 2002

Printed Name: Thomas H. Skelton, PE

TITLE: Vice President

FL PE 42752
(PROFESSIONAL ENGINEER REGISTRATION NUMBER (IF APPLICABLE))

207 N. Moss Rd, Ste 211
(Mailing Address)

Winter Springs, FL 32708
(City) (State) (Zip)

END

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**BY-LAWS
OF
HANCOCK VILLAGE PROPERTY OWNER'S ASSOCIATION, INC.
(a corporation not-for-profit)**

ARTICLE I - ORGANIZATION

1) The name of this organization shall be HANCOCK VILLAGE PROPERTY OWNER'S ASSOCIATION, INC.

2) The organization shall have a seal which shall be in the following form:

Name of organization in a circular form with date of incorporation.

ARTICLE II - PURPOSES

The following are the purposes for which this organization has been organized:

The general nature of the objectives and purposes of this corporation will be to promote and encourage maintenance and welfare of the owners of the lots of Hancock Village as recorded in Plat Book ____, pages ____ and ____, Public Records of Lake County, Florida.

The Association shall operate, maintain and manage the designated surface water or storm water management systems in a manner consistent with the St. Johns Water Management District Permit requirements and applicable District Covenants and Restrictions which relate to the surface water or storm water management system.

The Association shall levy and collect adequate assessments against members of the Association for the cost of maintenance of landscaped easements, recreational areas and common areas and for the upkeep of the entrance sign or signs.

The powers of this corporation shall include all powers provided for by the laws of the State of Florida.

ARTICLE III - MEMBERSHIP

All unit owners shall be required to join the PROPERTY OWNER'S ASSOCIATION and pay assessment fees. Owners shall include the owner of each lot within the Commercial Development. Each unit shall be entitled to one (1) vote regardless of the form of ownership.

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ARTICLE IV - MEETING OF MEMBERS

Section 1. Annual Meetings The first annual meeting of the Association shall be held within one year from the date of the incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same

IN WITNESS WHEREOF, we, being all of the directors of Hancock Village Property Owner's Association, Inc., have adopted these Bylaws as the By-Laws of the Association this ____ day of _____, 2002.

STATE OF FLORIDA)
 : ss.
COUNTY OF)

BEFORE ME, a Notary Public duly authorized to take acknowledgments in the state and county set forth above, personally appeared _____ known to me to be the persons who executed the foregoing By-Laws, and they acknowledged before me that they executed those By-Laws. Said persons are personally known to me and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the state and county named above this ____ day of _____, 19__.

(Notary Seal)

Notary Public

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**ARTICLES OF INCORPORATION
OF
HANCOCK VILLAGE PROPERTY OWNER'S ASSOCIATION, INC.
(a corporation not-for profit)**

ARTICLE I - NAME

The general nature of the objectives and purposes of this corporation shall be to promote and encourage maintenance and welfare of the owners of the lots in Hancock Village as recorded in Plat Book _____, page(s)____, Public Records of Lake County, Florida.

The Association shall operate, maintain and manage the designated surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. ____ requirements and applicable District rules, and shall assist in the enforcement of the Declarations of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system, landscape easements, recreational areas and common areas and for the upkeep of the entrance sign or signs.

The powers of this corporation shall include all powers provided for by the laws of the State of Florida.

ARTICLE II - MEMBERSHIP

The membership of this corporation shall be open to all owners of the lots in Hancock Village. Every person or entity who is a record owner of any unit shall be entitled to membership and voting rights in the Association. Membership is appurtenant to, and inseparable from, ownership of the unit.

ARTICLE III - TERM OF EXISTENCE AND REGISTERED AGENT AND OFFICE

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

The name and initial Registered Agent of this corporation and the street address of the initial Registered Agent of the corporation are as follows:

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ARTICLE IV - OFFICERS

The officers of the corporation shall be a President, Vice President, Secretary and Treasurer. The Secretary and Treasurer may be the same person. The initial Secretary and Treasurer will be appointed by the President as required. The name of the persons who are to serve as officers of the corporation until the first election are:

ARTICLE V - SUBSCRIBERS

The names of the subscribers of these Articles are:

ARTICLE VI - BY - LAWS

The By-Laws of this corporation may be made, altered or rescinded by two-thirds (2/3) vote of the members present at any duly called meeting of the corporation. The corporation may establish quorum requirements in its By-Laws.

ARTICLE VII - AMENDMENTS

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the members present at any special meeting of this corporation duly called for that purpose.

ARTICLE VIII - ANNEXATION OF ADDITIONAL PROPERTIES

Annexation of additional properties, mergers and consolidations, mortgaging of common areas, dissolution and amendments of the Article of Incorporation shall require prior approval of HUD/VA as long as there is a class B Membership.

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ARTICLE IX - DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.27, F.A.C., and be approved by the St. John's River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE X - DISTRIBUTION OF ASSETS UPON DISSOLVING

No person, firm or corporation shall ever receive any dividends or profits from the undertakings of this corporation and upon dissolution of this organization all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to organizations which have qualified for exemption under the Internal Revenue Code, or to state or local government for a public purpose, and none of the assets will be distributed to any member officer, director or trustee of this corporation.

I hereby am familiar with and accept the duties and responsibilities as Registered Agent for said Corporation.

STATE OF FLORIDA)
 :
COUNTY OF)

BEFORE ME, a Notary Public duly authorized to take acknowledgments in the state and county set forth above, personally appeared _____ known to me to be the persons who executed the foregoing Article of Incorporation, and they acknowledged before me that they executed those Articles of Incorporation. Said persons are personally known to me and did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal in the state and county named above this ____ day of _____, 19 __.

Notary Public

(Notary Seal)

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**STORMWATER MAINTENANCE SCHEDULE
OF
HANCOCK VILLAGE**

A. RESPONSIBILITY

The property owner's association is responsible for the maintenance, operation and repair of the stormwater management system.

B. DUTIES

The property owner's association will insure the capabilities of the stormwater management system and will operate as permitted by the governing agencies. This includes the maintenance, operation, repairs and reconstruction of this stormwater system.

C. AMENDMENTS

The property owner's association will obtain approval from all governing agencies prior to making any changes to the approved stormwater management system.

D. MAINTENANCE SCHEDULE

1. The property owner's association will mow the open areas a minimum of every other week during the spring, summer and fall months and once a month during the dormant seasons.
2. The property owner's association will have the stormwater management system inspected quarterly for any defections.

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Florida Department of Transportation

JEB BUSH
GOVERNOR

1405 Thomas Avenue
Leesburg, Florida 32748-3225
Telephone (352) 315-3100

THOMAS F. BARRY, JR.
SECRETARY

October 28, 2002

Mr. Tom Skelton
American Civil Engineering Co.
207 North Moss Road, Suite 211
Winter Springs, Florida 32708

RE: Drainage Connection Permit No. 02-D-592-0042
Section 11070 S.R. 50 and Hancock Road M.P. 15.630
Hancock Village

Dear Mr. Skelton:

Our sufficiency review of your drainage permit application received October 21, 2002, revealed that the application, as submitted, is sufficient to begin technical review.

Any questions concerning this application should be directed to:

Ms. Christine Webb
Florida Department of Transportation
719 South Woodland Boulevard
Deland, FL 32720
Telephone (386) 943-5281

Sincerely,

Edwin A. Petersen, Jr.
Permits Engineer

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EAP: br

RESOURCE MANAGEMENT ROUTING SHEET

Permit#: 40-069-84428-1
Date Mail Received: Oct 18, 2002
Date Permit Issued:
Mail Type: Response to RAI
Project Name: Hancock Village
County: Lake
Comments: Additional Material
Bound Reports
Map

Report Oct 18, 2002
Appl. Jul 02, 2002

Name	Job Title	Office
Abdolreza Aboodi	Engineer III	Altamonte Springs
Victoria Nations	Regulatory Scientist II	Altamonte Springs

GENERAL COUNCIL:

Copied and Routed By: IMJ on 10-18-02
Routed from: Altamonte Springs



AMERICAN CIVIL ENGINEERING CO.

207 NORTH MOSS ROAD, SUITE 211 • WINTER SPRINGS, FLORIDA 32708
Telephone: (407) 327-7700 • Fax: (407) 327-0227

October 18, 2002

Alex Aboodi, Engineer II
St. John's River Water Management District
975 Keller Road
Altamonte Springs, FL 32714-1618

Re: HANCOCK VILLAGE
NORTHWEST CORNER OF S.R. 50 & HANCOCK ROAD
M.S.S.W. PERMIT APPLICATION # 42-069-84428-1

84428-2

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OCT 18 2002

PDS
ALTAMONTE SVC. CTR.

Dear Mr. Aboodi:

Find enclosed the following items in response to your review letter dated July 29, 2002 on the above mentioned project for your continuing review and approval of the Stormwater Management System Permit application:

- Three (3) signed and sealed sets of revised construction plans
- Three (3) copies of the signed and sealed revised stormwater management reports
- Five (5) signed and sealed copies of the geotechnical report
- Three (3) signed and sealed copies of the Pre-Development Basin Map
- Three (3) signed and sealed copies of the Post-Development Basin Map

The following is in specific response to each comment as stated in the mentioned letter:

1. The off-site areas are now included in the drainage calculations.
2. The soils information is found within the enclosures.
3. The retention area now includes the required additional storage volume per the Table 11.7-1. The required volume of 4" over the area is based on a commercial site with 80% coverage. Our site is only 74.9% impervious and therefor a ratio of (74.9/80) (4") over the area was used.

Mr. Aboodi
October 18, 2002
Page 2

3. The driveway connection to Hancock Road will contain a valley gutter to insure positive drainage to the south. A culvert was added to the driveway connection to S.R. 50 to insure positive drainage along the roadside swale.
4. All of the roof drainage will be directed to the pavement or storm pipe and is shown or noted on the paving, grading & drainage plan.
5. The driveway and drainage connection permits have been applied for. A copy of these permits will be forwarded to you upon our receipt.

During the review by the City of Clermont, the site was modified to contain only three parcels. The calculations and plans have been revised accordingly.

If there are any questions or comments regarding this resubmittal, do not hesitate in contacting us immediately.

Sincerely,
American Civil Engineering Company

Thomas H. Skelton

Thomas H. Skelton, P.E.
Vice President

THS/msh

cc: Spencer Phelps; Trycon, Inc.

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ALTAMONTE SVC. CTR.



St. Johns River Water Management District

Kirby B. Green III, Executive Director • John R. Wehle, Assistant Executive Director
David Dewey, Altamonte Springs Service Center Director

July 29, 2002

975 Keller Road • Altamonte Springs, FL 32714-1618 • (407) 659-4800

Certified Mail # 7000 0600 0024 1459 5748

84428-2

Mr. Thomas H. Skelton, P.E.
American Civil Engineering Co.
207 N. Moss Road, Suite 211
Winter Spring, FL 32708

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OCT 18 2002

Re: Hancock Village; Application # 42-069-84428-1
(Include this number on any submittal)

PDS
ALTAMONTE SVC. CTR.

Dear Mr. Skelton:

The District is in receipt of your Stormwater Management System Permit application under the status of general permit application. Upon preliminary review of the proposed project, the following technical information is required to sufficiently review the possible impacts the project may have on the surrounding area. This information is being requested pursuant to the authority vested in the St. Johns River Water Management District under chapter 373, Florida Statutes, and sections 40C-42.023 and 40C-42.024, Florida Administrative Code.

In order to expedite the review of your application, please use the application number referenced above on all correspondence, and submit three (3) copies of all requested information unless otherwise indicated by a specific information request.

1. There appear to be some off-site areas, particularly from the north, that may contribute runoff through the project site. Include all contributing off-site areas in the water quality and water quantity calculations. Delineate all off-site contributing areas on the pre-development and post-development drainage maps. Submit any revised calculations and plans. [40C-42.023; 40C-42.025; 40C-42.026, F.A.C.]
2. Please provide site-specific soils information. A soil boring must be taken within the location of the proposed treatment system, extending either 6 feet below the existing grade or 5 feet below the proposed bottom of the retention pond, whichever is greater, to verify the groundwater table during the wet season and the soil permeability rate. [40C-42.023, 40C-42.025; 40C-42.026, F.A.C.]
3. The site location shown on the plans submitted indicates that the proposed project is located within the Lake Apopka Hydrologic Basin.

Pursuant to section 373.461(3)(a), F.A.C., the phosphorus criterion for Lake Apopka is 55 parts per billion. Further be advised that, in order provide guidance to applicants in meeting this overall total phosphorus limitation goal for Lake Apopka (an impaired water body), the District has proposed amendments to the current Lake Apopka rule.

GOVERNING BOARD

William Kerr, CHAIRMAN MELBOURNE BEACH	Ometrias D. Long, VICE CHAIRMAN APOPKA	Jeff K. Jennings, SECRETARY MAITLAND	Duane Ottenstroer, TREASURER JACKSONVILLE
Ann T. Moore BUNNELL	Michael Branch FERNANDINA BEACH	Catherine A. Walker ALTAMONTE SPRINGS	Clay Albright EAST LAKE WEIR
			David G. Graham JACKSONVILLE

With respect to the rule phosphorus criterion and your particular project, the submittal does not provide reasonable assurances that the project, as proposed, will provide adequate phosphorous limitation and therefore, not contribute to violations of state water quality standards.

In demonstrating that the proposed project meets the required phosphorous limitation, you may elect to submit one of the following, as set forth in the proposed rule amendments:

Demonstration that the system provides stormwater treatment (i.e., water quality) equivalent to or greater than any of the applicable stormwater treatment options contained in Table 11.7-1 (see attached) for the removal of total phosphorus. Please note that this Table is part of the proposed rule amendments.

Demonstration that the post-development total phosphorus load discharged from the project area will not exceed the pre-development total phosphorus load discharged from the project area; or

Demonstration that the system, under the soil moisture conditions described in section 10.3.8(a), will not discharge water to Lake Apopka or its tributaries for the 100-year, 24-hour storm event.

Accordingly, please provide a revised design and calculations demonstrating that the proposed project meets the phosphorus discharge limitation such that the project will not contribute to violations of state water quality standards.

[40C-42.023; 40C-42.025; 40C-42.026, F.A.C.]

3. Based on the construction plans received by the District, it appears that two accesses will be provided for the proposed site. Provide reasonable assurance that the proposed accesses road will not block drainage flow along the State Road 50 and Hancock Road. Submit any revised calculations and plans. [40C-42.023; 40C-42.025(9), F.A.C.]
4. Provide roof drainage for the proposed Building "B" and Building "C" on the construction plans. Demonstrate how runoff from Building "B" and Building "C" will be conveyed to the proposed surface water management system. Submit any revised plans. [40C-42.023, 40C-42.025; 40C-42.026, F.A.C.]
5. It appears that the proposed site has access to State Road 50 and the proposed stormwater management system will discharge to the State Road 50 drainage system. Has a driveway permit and drainage connection permit been obtained from the Florida Department of Transportation? If yes provide a copy of the permit. Submit the required documentation. [40C-42.023; 40C-42.025(6), F.A.C.]

If the applicant wishes to dispute the necessity for any information requested on an application form or in a letter requesting additional information, he or she may pursuant to section 373.4141, Florida Statutes, request that District staff process the application without the requested information. If the applicant is then unsatisfied with the District's decision regarding issuance or denial of the application,

Mr. Thomas H. Skelton, P.

July 29, 2002

Page 3


the applicant may request a section 120.569, Florida Statutes, hearing pursuant to Chapter 28-106 and section 40C-1.1007, F.A.C.

Please be advised, pursuant to subsection 40C-1.1008, F.A.C., the applicant shall have 120 days from receipt of a request for additional information regarding a permit or license application undergoing review by the District to submit that information to the District. If an applicant requires more than 120 days in which to complete an application, the applicant may notify the District in writing of the circumstances and for good cause shown, the application shall be held in active status for additional periods commensurate with the good cause shown. As used herein, good cause shown means a demonstration that the applicant is diligently acquiring the requested information, and that the additional time period requested is both reasonable and necessary to supply the information. Any application which has not been completed by the applicant within the given time period following a request for additional information by the District shall be subject to denial. Denial of an application due to failure to submit requested additional information shall be a denial without prejudice to the applicant's right to file a new application.

In addition, no construction shall begin on the proposed project until a permit is issued by the St. Johns River Water Management District. This is pursuant to subsection 40C-40.042(2), F.A.C., which states, "No construction, operation, maintenance, alteration, abandonment or removal shall be commenced until the permittee receives a written authorization to proceed from the District"; and subsection 40C-42.024(1), F.A.C, which states in relevant part, "No construction, alteration, removal, operation, maintenance, or abandonment of a stormwater management system shall be undertaken without a valid standard general or individual environmental resource stormwater permit as required pursuant to this section."

If you have any questions, please do not hesitate to call me at 407/659-4823.

Sincerely,


Alex Aboodi, Engineer III
Department of Water Resources

cc: PDS/RAIL; Joan B. Budzynski, Victoria Nations

Robi and George Nesheiwat, 435 Meadow Drive, Roselle, IL

Spencer Phelps, Trycon, Inc., 300 International Parkway, Suite 184, Heathrow, FL 32746

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UNIVERSAL ENGINEERING SCIENCES

Consultants in: Geotechnical Engineering • Threshold Inspection
Environmental Sciences • Construction Materials Testing

- Offices in
- Orlando
- Gainesville
- Fort Myers
- Rockledge
- St. Augustine
- Daytona Beach
- West Palm Beach
- Jacksonville
- Ocala
- Tampa
- Debarry

September 25, 2002

Trycon, Inc.
300 International Parkway, Suite 184
Heathrow, Florida 32746

Attention: Mr. Spencer Phelps

Reference: Geotechnical Exploration Report
Proposed Trycon Commercial Subdivision
Colonial Drive (SR 50) and Hancock Road
Clermont, Lake County, Florida
Project No. 12113-001-01
Report No. 244946

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PDS
ALTAMONTE SVC. CTR.

Dear Mr. Phelps:

At the request of Mr. Tom Skelton of American Civil Engineering Co., we have re-evaluated our prediction for seasonal high groundwater conditions. In our report (No. 220790, dated April 15, 2002) we estimated the seasonal high groundwater levels to perch on top of the orange clayey sand and sand with clay materials. In the retention pond areas represented by borings R-1 and R-2, the permeability characteristics of the orange brown fine sand with silt and the orange brown sand with silt and trace clay (28.1 and 8.6 feet per day, respectively) show that the potential perching effects would be minimal. We therefore modify our estimated seasonal high groundwater levels to the bottom of the borings at 25 feet below grade.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,
UNIVERSAL ENGINEERING SCIENCES, INC.

Bruce H. Woloshin 9/26/02

Bruce H. Woloshin, P.E.
P.E. No. 36734
Manager, Geotechnical Engineering

BHW:si

Client (2)
American Civil Engineering (4)