DRIVEWAY EASEMENT AGREEMENT

THIS DRIVEWAY EASEMENT AGREEMENT, Made this 7th day of February, 1973, is between LINDRICK CORPORATION, a Florida corporation, as GRANTOR, and BOYCE BUILT HOMES, INC., a Florida corporation, and DAN CHAMBERS, JR. and MARGARET C. CHAMBERS, his wife, as GRANTEES.

1. Background. The parties are owners of certain lots in Block 11, FLOR-A-MAR SECTION C-7, Plat Book 10, page 1, public records of Pasco County, Florida. Grantor is the owner of Lot 104 which for the purposes of this Agreement shall be designated the "burdened property". Grantee, Boyce Built Homes, Inc., is the owner of Lot 103 which for the purposes of this Agreement shall be designated as one of the "benefitted properties". Grantees Dan Chambers, Jr. and Margaret C. Chambers, his wife, are the owners of Lot 105 which for the purposes of this Agreement shall also be designated as one of the "benefitted properties". Grantees or their assignors, without expense to the Grantor, have constructed a cement driveway over the burdened property. Grantor is willing to give Grantees an easement to use the burdened property for driveway purposes.

2. Grant of Easement. In consideration of the obligations assumed in this Agreement by Grantees, Grantor hereby grants and conveys and by this instrument has granted and conveyed to the Grantees, individually and jointly, and their respective heirs, personal representatives and assigns, a perpetual, non-exclusive easement for the use of the burdened property as a driveway to serve the residences on the benefitted properties. The use permitted by this easement shall be for traveling over said burdened property to and from said residences, but not for parking or other stationery use. Grantor reserves the right to use the burdened property for all other purposes, including, without limiting the generality of the foregoing, the non-exclusive use with Grantees for driveway purposes.

3. Maintenance of Driveway. Grantees, individually and jointly, and for their respective heirs, personal representatives and assigns, agree to maintain said driveway in good repair as presently constructed, all at no expense to Grantor, each Grantee paying one-half of the cost of said repair. In the event said driveway is not so maintained, Grantor may, after thirty (30) days written notice (as hereinafter defined) to Grantees and any institutional mortgagee (as hereinafter defined), make such repairs as may be necessary to so maintain said driveway, and the total costs of same, including reasonable attorneys fees and court costs incurred in the collection of said expense, shall become a lien on the benefitted properties, individually and jointly, from the date of first visible commencement of said repairs. Said lien shall expire if action for foreclosure of same is not filed within one (1) year following said date of first visible commencement. Grantor may at its election, in the event Grantees fail to maintain the driveway as above provided, terminate this easement by notifying Grantees, and any institutional mortgagee holding a mortgage of record on either of the benefitted properties, in writing of such failure and designating in said notice a date (which shall be at least thirty (30) days after the date of said notice) for termination of this easement, if such failure is not cured by said termination date. If the Grantees then fail to cure such failure by said termination date, Grantor may record a notice stating that this easement has been terminated, and thereafter the Grantees shall have no further easement rights with respect to the burdened property, nor any further obligations to maintain said driveway after said termination date.

4. Miscellaneous. Grantees shall not be required to pay the property taxes assessed for the land of the burdened property, but that portion of the property taxes relating to the improvements thereon (cement driveway) shall

be promptly reimbursed to Grantor by the Grantees (each Grantee paying one-half (1/2) thereof). This grant of easement shall run perpetually with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and assigns.

EXECUTED by each of the parties on the date first stated above.

LINDRICK CORPORATION, a Florida corporation,

By _____
As Its President

ATTEST: _____
As Its Assistant Secretary

(Corporate Seal)

GRANTOR

BOYCE BUILT HOMES, INC., a Florida corporation,

By _____
As Its President

ATTEST: _____
As Its Secretary
ASST.

(Corporate Seal)

Signed, Sealed and Delivered in the presence of:

_____

_____

AS WITNESSES TO THE EXECUTIONS OF ALL PARTIES

_____ (SEAL)
Dan Chambers, Jr.

_____ (SEAL)
Margaret C. Chambers

GRANTEES

STATE OF FLORIDA)
)
COUNTY OF PASCO)

I certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared John H. Evans and Gloria P. Solinski, to me known to be the persons described as President and Assistant Secretary respectively of LINDRICK CORPORATION, a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that they executed it in the name of and for that corporation affixing its corporate seal, and that they were duly authorized by that corporation to do so.

Witness my hand and official seal in the count and state named above this 7th day of February, 1973.

Paul Andrews
Notary Public
My Commission expires:
8-2-76

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 2, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

PAUL ANDREWS NOTARY PUBLIC STATE OF FLORIDA AT LARGE

STATE OF FLORIDA)
)
COUNTY OF PASCO)

I certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared W. H. Boyce and R. L. Day, to me known to be the persons described as President and Assistant Secretary respectively of BOYCE BUILT HOMES, INC., a Florida corporation, in and who executed the foregoing instrument, and they acknowledged before me that they executed it in the name of and for that corporation affixing its corporate seal, and that they were duly authorized by that corporation to do so.

Witness my hand and official seal in the county and state named above this 7th day of February, 1973.

Paul Andrews
Notary Public
My Commission expires:
8-2-76

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MY COMMISSION EXPIRES AUG. 2, 1976
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PAUL ANDREWS NOTARY PUBLIC STATE OF FLORIDA AT LARGE

STATE OF FLORIDA)
)
COUNTY OF PASCO)

I certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared DAN CHAMBERS, JR. and MARGARET C. CHAMBERS, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed it.

Witness my hand and official seal in the county and state named above this 7th day of February, , 1973.

Paul Andrews

Notary Public
My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 2, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

8-2-76

PAUL ANDREWS NOTARY PUBLIC STATE OF FLORIDA AT LARGE

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RECORD VERIFIED
FILED FOR RECORD
Shirley Bramble
CLK CIR CT — PASCO COUNTY, FLA
FEB 12 11 17 AM '73

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