

This Document Prepared By and Return to:

**James H. Smith
FL Bar No. 0456690
Alexander & Vann, LLP
411 Gordon Avenue
Thomasville, GA 31792**

DECLARATION OF RESTRICTIONS AGREEMENT

This Declaration of Restrictions Agreement ("Agreement") is executed as of this 29th day of April, 2014, by PALMETTO LAKELAND-PALMER RD, LLC, a Florida limited liability company, whose address is 221 South Crawford Street, Thomasville, Georgia 31792 ("PALMETTO").

RECITALS:

WHEREAS, PALMETTO is the owner of that certain real property lying in Polk County, Florida, more specifically described in Exhibit "A" attached hereto and made a part hereof (the "Master Parcel"); and

WHEREAS, PALMETTO has subdivided the Master Parcel into two (2) separate parcels, being the parcel which is leased to Dolgencorp, LLC, a Kentucky limited liability company, pursuant to lease having an effective Date of September 16, 2012 (hereinafter referred to as the "Lease"), which parcel is more specifically described in Exhibit "B" attached hereto and made a part hereof (the "DG Parcel") and being the parcel which is retained for development by PALMETTO, which parcel is more specifically described in Exhibit "C" attached hereto and made a part hereof (the "Retained Parcel"); and

WHEREAS, PALMETTO desires to restrict the Retained Parcel against certain uses for the benefit of the DG Parcel; and

WHEREAS, PALMETTO has previously recorded a Declaration of Easements providing cross access over a common drive for the benefit of the DG Parcel and the Retained Parcel, which Declaration of Easements is recorded in OR Book 9234, Page 1467, among the deed records of Polk County, Florida(the "Easement Declaration").

NOW, THEREFORE, in consideration of the mutual benefits to the DG Parcel and the Retained Parcel, the receipt and sufficiency of which is hereby acknowledged, PALMETTO does hereby contract, restrict and burden the Retained Parcel as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference as if fully set forth herein.

2. Benefited Parties/Binding Effect. The rights, burdens and obligations established in this Agreement shall run with the land and be for the benefit of the DG Parcel and shall run with the land and be binding upon the Retained Parcel. The provisions of this Agreement may also be enforced by any tenant of the DG Parcel.

3. Insurance and Indemnification. Prior to commencing utilization of the cross access easement established in the Easement Declaration, the owner of each parcel shall maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than One Million Dollars (\$1,000,000.00) for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, and with minimum excess or umbrella policy limits in commercially reasonable amounts per occurrence insuring against personal injury, bodily injury and property damage, and the other party shall be an additional insured under such policy. Such insurance shall be procured from a company licensed in the State of Florida. Such insurance shall provide that it

shall not be cancelable without thirty (30) days prior, written notice to additional insureds. Upon request, each owner shall provide a certificate of such insurance coverage to the other. The owner of the DG Parcel shall indemnify and hold the owner of the Retained Parcel harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) incurred by the owner of the Retained Parcel in connection with the exercise by the DG Parcel owner of the easements and rights created herein, except to the extent caused by the negligence or willful act of the Retained Parcel Owner, its employees, tenants, contractors, agents or licensees. The Retained Parcel owner shall indemnify and hold the DG Parcel owner harmless from and against any and all loss, cost, damage, liability or expense (including reasonable attorneys' fees actually incurred and court costs) ever incurred by the DG Parcel owner in connection with the exercise by the owner of the Retained Parcel of its easements and rights created herein, except to the extent caused by the negligence or willful act of the DG Parcel owner, its employees, tenants, contractors, agents or licensees.

5. PALMETTO does hereby impose the following restrictions upon the Retained Parcel for the benefit of the DG Parcel, which restrictions shall be covenants running with the land for so long as Dolgencorp, LLC or its successors in interest occupy the DG Parcel under the terms of the Lease:

A. No portion of the Retained Parcel may be used: (a) for any unlawful purpose or in any way which would constitute a legal nuisance to an adjoining owner or occupant; (b) as a discotheque, dance hall or night club; (c) as a massage parlor; (d) funeral parlor; (e) bingo parlor; (f) car wash; (g) any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard outside of any buildings on the A Tract or B Tract, except that any usual paging system be allowed; (h) any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (i) any "second hand" store or liquidation outlet; (j) any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard; (k) any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (l) any dry cleaners

performing on-site cleaning services; (m) any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation; (n) any living quarters, sleeping apartments or lodging rooms; (o) any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business); (p) any establishment selling or exhibiting paraphernalia for use with illicit drugs, and establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater; (q) any bar or tavern; provided, however, a bar within a restaurant shall be permitted; (r) any pool or billiard hall, gun range or shooting gallery, or amusement or video arcade; and (s) any use which creates fire, explosives or other hazards.

B. The Retained Parcel shall not be leased, rented, or occupied for the purpose of conducting business as, or for use as a Family Dollar Store; Bill's Dollar Store; Fred's; Dollar Tree; Ninety-Nine Cents Only; Deals; Big Lots; Walgreens; CVS; Rite Aid; or any "Wal-Mart" branded retail store concept (including but not limited to Wal-Mart, Super Wal-Mart, Wal-Mart Neighborhood Market and Wal-Mart Express.

6. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

7. VENUE. The exclusive venue of any action to enforce or interpret this Agreement shall be in the Circuit Courts of Polk County, Florida.

8. WAIVER OF JURY TRIAL. PALMETTO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE EASEMENT DECLARATION AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ITS ACTIONS. THIS WAIVER SHALL BE BINDING UPON THE DG PARCEL AND THE RETAINED PARCEL AND THEIR RESPECTIVE EMPLOYEES, TENANTS CONTRACTORS, AGENTS AND LICENSEES.

9. BINDING. This Agreement shall be binding upon and shall inure to the benefit of the owners and tenant of the DG Parcel and the owners and tenant of the Retained Parcel and their respective successors in interest and assigns.

IN WITNESS WHEREOF, PALMETTO has caused this Agreement to be executed as of the day and year first above written.

Amanda B. Reneau
Witness Amanda B. Reneau

Tina L. Mills
Witness Tina L. Mills

PALMETTO LAKELAND-PALMER RD
LLC

By: Palmetto Capital Group, LLC
Its Manager

By: Daniel Land Company, Inc.
Its Manager

By: John N. Daniel, III
John N. Daniel, III, President

EXHIBIT "A"

MASTER PARCEL LEGAL DESCRIPTION

PARCEL A:

THE EAST 175 FEET OF THE WEST 290 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY FOR U.S. HIGHWAY 92 (STATE ROAD 600).

PARCEL B:

THE EAST 175 FEET OF THE WEST 465 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY FOR U.S. HIGHWAY 92 (STATE ROAD 600).

PARCEL C:

ALL THAT PART OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4 OF SECTION 13, TOWNSHIP 28 SOUTH, RANGE 24 EAST, POLK COUNTY, FLORIDA, LYING NORTH OF THE RIGHT OF WAY FOR U.S. HIGHWAY 92 (STATE ROAD 600), LESS THE WEST 465 FEET THEREOF AND LESS THE EAST 25 FEET THEREOF FOR PALMER ROAD RIGHT OF WAY AND LESS THAT PROPERTY DEEDED POLK COUNTY BY QUIT CLAIM DEED RECORDED IN BOOK 3632 PAGE 1162 AND RE-RECORDED IN BOOK 3634 PAGE 1928, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXHIBIT "B"

DG PARCEL LEGAL DESCRIPTION

A portion of Parcels B and C as recorded in Official Records Book 8378, Page 779, public records of Polk County, Florida, lying in Section 13, Township 28 South, Range 24 East, being described as follows:

Commence at the northeast corner of the southeast 1/4 of the southeast 1/4 of the northwest 1/4 of said Section 13; thence North 89°55'06" West, along the north line of said southeast 1/4 of the southeast 1/4 of the northwest 1/4, a distance of 34.60 feet to the west right-of-way line of Palmer Road per quit claim deed to Polk County recorded in Official Records Book 3632, Page 1162 and re-recorded in Book 3634, Page 1928, public records of Polk County, Florida. Thence South 00°07'35" East, along said west line, a distance of 315.31 feet to the Point of Beginning; thence continue South 00°07'35" East, along said west line, a distance of 261.00 feet to the north right-of-way line of U.S. Highway 92 (State Road 600) as shown on Department of Transportation right-of-way map Section 16020-2113, sheets 7 and 8; thence South 89°53'46" West, along said north right-of-way line, a distance of 256.35 feet; thence North 00°06'14" West, continuing along said north right-of-way line, and it's northerly extension, a distance of 261.00 feet; thence North 89°53'46" East, parallel with and 261.00 feet north of said north right-of-way line, a distance of 256.25 feet to the Point of Beginning.

EXHIBIT "C"

RETAINED PARCEL LEGAL DESCRIPTION

A portion of Parcels A, B and C as recorded in Official Records Book 8378, Page 779, public records of Polk County, Florida, lying in Section 13, Township 28 South, Range 24 East, being described as follows:

Commence at the northeast corner of the southeast 1/4 of the southeast 1/4 of the northwest 1/4 of said Section 13; thence North 89°55'06" West, along the north line of said southeast 1/4 of the southeast 1/4 of the northwest 1/4, a distance of 34.60 feet to the west right-of-way line of Palmer Road per quit claim deed to Polk County recorded in Official Records Book 3632, Page 1162 and re-recorded in Book 3634, Page 1928, public records of Polk County, Florida, and the Point of Beginning. Thence South 00°07'35" East, along said west line, a distance of 315.31 feet; thence South 89°53'46" West, parallel with and 261.00 feet north of the north right-of-way line of U.S. Highway 92 (State Road 600) as shown on Department of Transportation right-of-way map Section 16020-2113, sheets 7 and 8, a distance of 256.25 feet to the northerly extension of said north right-of-way line; thence South 00°06'14" East, along said northerly extension, a distance of 243.00 feet to the aforesaid north right-of-way line; thence South 89°53'46" West, along said north right-of-way line, a distance of 265.60 feet to the west line of the East 175.00 feet of the West 290.00 feet of said southeast 1/4 of the southeast 1/4 of the northwest 1/4 of Section 13, said line also being the west line of aforesaid Parcel A; thence North 00°22'40" West, along said west line, a distance of 560.01 feet to the north line of said Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 13; thence South 89°55'06" East, along said north line, said line also being the north line of said Parcels A, B and C, a distance of 524.40 feet to the Point of Beginning.