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Scott McCall
Lawyers Title
100 N. Tampa St #2050
Tampa FL 33602



JUMBOSPORTS INC.

(Tenant)

MIDLAND LOAN SERVICES, L.P.

(Lender)

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT AGREEMENT**

Dated: May 8, 1997

Location: Store #28, Omaha, Nebraska

RECORD AND RETURN TO:

MIDLAND LOAN SERVICES, L.P.
210 West 10th Street,
6th Floor
Kansas City, MO 64105
Attention: MCF Closing Department

Loan No. 6544

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (the "**Agreement**") is made as of May 8, 1997, between JUMBOSPORTS INC., a Florida corporation, ("**Tenant**"), having an address at 4701 Hillsborough Avenue, Tampa, Florida 33614, and MIDLAND LOAN SERVICES, L.P., a Missouri limited partnership ("**Lender**"), having its principal place of business at 210 West 10th Street, 6th Floor, Kansas City, Missouri 64105, Attention: MCF Closing Department.

W I T N E S S E T H:

WHEREAS, Tenant is the tenant under that certain lease (the "**Lease**") dated May 8, 1997, by and between Tenant and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Trustee for JSI 28 DELAWARE BUSINESS TRUST, a Delaware business trust, as landlord ("**Landlord**"), wherein Landlord leased to Tenant certain premises (the "**Premises**") known as Store #28 and located on that certain land (the "**Land**") described on Schedule "A" attached hereto and made part hereof; and

WHEREAS, Landlord is about to make, execute and deliver its Promissory Note ("**Note**") to Lender which Note shall be secured by, among other security, a lien encumbering the Land pursuant to a Deed of Trust, Security Agreement and Assignment of Leases and Rents (the "**Mortgage**") (the Mortgage and all other instruments securing the Note are herein collectively called the "**Security Documents**"); and

WHEREAS, Lender and Tenant desire to confirm their agreements with respect to the Lease and the Security Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Tenant hereby agree and covenant as follows:

1. Subordination. The Lease and all right, title and interest in the Land created thereby (including without limitation, any purchase options, rights of first refusal, lease renewal rights, etc.) are, shall be and shall at all times remain and continue to be subject and subordinate in all respects to the liens, terms, covenants, provisions and conditions of the Security Documents.

2. Non-Disturbance. So long as the Lease is in full force and effect and Tenant is not in default under the Lease (beyond any period given Tenant to cure such default) or under this Agreement, or in the event Tenant is in default, Tenant's mortgagee is afforded the rights granted to it under Paragraph 29 of the Lease:

(a) Tenant's possession of the Premises and Tenant's rights and privileges under the Lease shall not be diminished or interfered with by Lender, nor any person who acquires an interest in the Premises pursuant to foreclosure or voluntary

conveyance or any other proceeding in lieu of foreclosure of the Mortgage, and Tenant's occupancy of the Premises shall not be disturbed by Lender, nor any person who acquires an interest in the Premises pursuant to foreclosure or voluntary conveyance or any other proceeding in lieu of foreclosure of the Mortgage, for any reason whatsoever during the term of the Lease or any extensions or renewals thereof; and

(b) Lender will not join Tenant as a party defendant in any action or proceeding to foreclose the Mortgage or to enforce any rights or remedies of Lender under the Mortgage which would cut-off, destroy, terminate or extinguish the Lease or Tenant's interest and estate under the Lease.

It is intended that Tenant's mortgagee shall be afforded all of the rights set forth in Section 29 of the Lease, and to the extent that the Tenant's mortgagee is in compliance with the provisions thereof, neither Lender nor any person who acquires an interest in the Premises pursuant to foreclosure or voluntary conveyance or any other proceeding in lieu of foreclosure of the Mortgage shall be entitled to disturb the possession or rights of Tenant pursuant to the Lease. Notwithstanding the foregoing provisions of this paragraph, if it would be procedurally disadvantageous for Lender not to name or join Tenant as a party in a foreclosure proceeding with respect to the Mortgage, Lender may so name or join Tenant without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement.

3. Attornment.

(a) After notice is given by Lender that a default has occurred under the Mortgage and that the rentals and all other payments to be made by Tenant under the Lease should be paid to Lender, Tenant will attorn to Lender and pay to Lender, or in accordance with the directions of Lender, all rentals and other monies due and to become due to Landlord under the Lease or otherwise in respect to the Premises; Lender and Landlord agree that Tenant shall be credited under the Lease for all rental payments sent to Lender pursuant to such written notice; and

(b) In addition, if Lender (or its nominee or designee) shall succeed to the rights of Landlord under the Lease through possession or foreclosure action, delivery of a deed or otherwise, or another person purchases the Premises upon or following foreclosure of the Mortgage, then at the request of Lender (or its nominee or designee) or such purchaser (Lender, its nominees and designees, and such purchaser, each being a "Successor-Landlord"), and if the Successor-Landlord shall assume and perform all of the duties and responsibilities of the Landlord under the Lease, Tenant shall attorn to and recognize Successor-Landlord as Tenant's landlord under the

Lease and shall promptly execute and deliver any instrument that Successor Landlord may reasonably request to evidence such attornment. Upon such attornment, the Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor-Landlord and Tenant upon all terms, conditions and covenants as are set forth in the Lease, except that Successor-Landlord shall not:

i) be liable for any previous act or omission of Landlord under the Lease;

ii) be subject to any off-set, defense or counterclaim which shall have previously accrued to Tenant against Landlord;

iii) be bound by any modification of the Lease or by any previous prepayment of rent or additional rent for more than one month which Tenant might have paid to Landlord, unless such modification or prepayment shall have been expressly approved in writing by Lender; or

iv) be liable for any security deposited under the Lease unless such security has been physically delivered to Lender.

4. Lease Modifications. Tenant agrees that without the prior written consent of Lender, it shall not: (a) amend, modify, terminate or cancel the Lease or any extensions or renewals thereof; (b) tender a surrender of the Lease or make a prepayment of any rent or additional rent in excess of one (1) month; or (c) subordinate or permit the subordination of the lease to any lien subordinate to the Mortgage. Any such purported action without such consent shall be void as against the holder of the Mortgage. Lender hereby agrees that as to nonmaterial amendments and modifications to the Lease and Paragraph 4(c) above, Lender shall not unreasonably withhold its written consent, and shall respond within ten (10) days after Lender's receipt of Tenant's written request. Lender hereby consents to Tenant's mortgaging its interest in the Lease to THE CIT GROUP/BUSINESS CREDIT, INC., as agent for the holders from time to time of Secured Obligations under that certain Security Agreement entered into between Tenant and the CIT Group/Business Credit, Inc., as agent, in December, 1994 ("Tenant's Mortgage").

5. Notice of Default; Opportunity to Cure.

(a) Any notice required or permitted to be given by Tenant to Landlord shall be simultaneously given also to Lender, and any right of Tenant dependent upon notice shall take effect only after such notice to Lender is so given. Performance by Lender shall satisfy any conditions of the Lease requiring performance by Landlord, and Lender shall have a reasonable time to Complete such performance as provided in section (b) below.

(b) Without limiting the generality of the foregoing, Tenant shall promptly notify Lender of any default, act or omission of Landlord which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction (a "Landlord Default"). In the event of a Landlord Default, Tenant shall not exercise any rights available to it: i) until it has given written notice of such Landlord Default to Lender; and ii) unless Lender has failed, within thirty (30) days after Lender receives such notice, to cure or remedy the Landlord Default or, if the same is not reasonably capable of being remedied by Lender within such thirty (30) day period, until a reasonable period for remedying such Landlord Default has elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Security Documents to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under the Lease or otherwise, after similar notice, to effect such remedy); provided that Lender shall with due diligence commence and prosecute a remedy for such Landlord Default. If Lender cannot reasonably remedy a Landlord Default until after Lender obtains possession of the Land, Tenant may not terminate or cancel the Lease or claim a partial or total eviction by reason of such Landlord Default until the expiration of a reasonable period necessary for the remedy after Lender institutes proceedings to obtain possession of the Land through a foreclosure or otherwise, or for the appointment of a receiver for the Land, provided that Lender institutes and prosecutes such proceedings with due diligence. Lender shall have no obligation hereunder to remedy any Landlord Default.

6. Notice of Lien. To the extent that the Lease entitles Tenant to notice of the existence of any mortgage and the identity of any lender, this Agreement shall constitute such notice to Tenant with respect to the Mortgage.

7. Remedies. Upon and after the occurrence of a default under the Mortgage, Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as Landlord.

8. Limitation of Liability. Except as specifically provided in this Agreement, Lender shall not, by virtue of this Agreement, the Mortgage or any other instrument to which Lender may be a party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise.

9. Priority.

(a) Tenant acknowledges and agrees that this Agreement supersedes (but only to the extent inconsistent with) any provisions of the Lease relating to the priority or subordination of the Lease and the interests or estates created thereby to the Mortgage.

(b) Tenant agrees to enter into a subordination, non-disturbance and attornment agreement with any entity which shall succeed Lender with respect to the Land, or any portion thereof, provided such agreement is identical to this Agreement.

10. Insurance Proceeds. Tenant agrees that the policy of insurance required to be carried by Tenant pursuant to the provisions of the Lease shall include a lender's loss payable endorsement in favor of Lender. Lender hereby agrees that, notwithstanding any provision contained in the Mortgage or any other agreement or instrument affecting Lender's interest in the Premises, in the event of damage or destruction to the Premises and the existence of proceeds of insurance as a result of such damage or destruction with respect to the insurance Tenant is required to carry pursuant to the provisions of the Lease, all proceeds of such insurance shall be made available to Tenant, without diminution or offset, to pay the cost of repair or rebuilding of the Premises pursuant to the provisions of the Lease, without condition other than that Tenant not be in default under the terms and provisions of the Lease at the time of such payment; it being the intention of the parties hereto that all of said proceeds shall be utilized to effect the repair or rebuilding of the Premises regardless of any other state of facts regarding the relationship between Lender and the Landlord.

11. Tenant's Fixtures. All of Tenant's furniture, equipment and fixtures located on, attached or affixed to, or used or intended to be used in connection the Premises shall not be subject to and shall be free from any lien or security interest of Lender. If requested by Tenant, Lender shall execute and deliver to Tenant, within thirty (30) days of such request, a written certification of the preceding agreement by Lender prepared at the sole cost of Tenant, in a form reasonably satisfactory to Lender, Tenant and Tenant's mortgagee.

12. Conflict. In the event of any conflict between the terms and provisions of the Lease and the terms and provisions of the Mortgage, the terms of the Lease shall prevail.

13. No Modification. No provisions contained herein shall be deemed an amendment or modification or any provision contained in the Lease, including, without limitation, any rights given thereunder to Tenant to terminate the Lease.

14. Notices. Any notice, consent, request or other communication required or permitted to be given hereunder shall be

in writing and shall be: (a) personally delivered; (b) delivered by Federal Express or other comparable overnight delivery service; or (c) transmitted by postage prepaid registered or certified mail, return receipt requested. All such notices, consents, requests or other communications shall be addressed to Tenant or Lender at the address for such party previously set forth in this Agreement, or to such other address as Tenant or Lender shall in like manner designate in writing. All notices and other communications shall be deemed to have been duly given on the first to occur of actual receipt of the same or: (i) the date of delivery if personally delivered; (ii) one (1) business day after depositing the same with the delivery service if by overnight delivery service; and (iii) three (3) days following posting if transmitted by mail. Any party may change its address for purposes hereof by notice to the other parties given in accordance with the provisions hereof.

15. General. This Agreement may not be modified or terminated orally. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. The term "**Lender**" shall mean the then holder of any interest in the Mortgage. The term "**Landlord**" shall mean the then holder of the lessor's interest in the Lease. The term "**Tenant**" shall mean the then holder of the lessee's interest in the Lease. The term "**person**" shall mean any individual, joint venture, corporation, partnership, trust, unincorporated association or other entity. All references herein to the Lease shall mean the Lease as modified by this Agreement and any amendments or modifications to the Lease which are consented to in writing by the Lender. Any inconsistency between the Lease and the provisions of this Agreement shall be resolved in favor of this Agreement.

16. Waivers. Both Tenant and Lender hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Land is located.

18. Tenant Payments. Tenant agrees to make all payment due from Tenant under the original Lease (including, without limitation, any insurance proceeds, condemnation awards and the "Stipulated Loss" as defined in the original Lease) direct to Lender or Lender's servicing agent, as Lender by written notice to Tenant may require; Lender and Landlord agree that Tenant shall be credited under the Lease for all rental payments sent to Lender pursuant to such written notice.

19. Procedure for Disbursement of Insurance Proceeds and Proceeds of Condemnation. As provided by the Mortgage, all Insurance Proceeds and Condemnation Proceeds in excess of \$50,000 (the "**Proceeds**") are required to be paid to Lender to disburse to Tenant for restoration (the "**Restoration**") of the Premises. The

Proceeds shall be disbursed to Tenant pursuant to the following procedure.

(a) Items to be Approved by Lender Prior to Disbursement. Lender shall not be obligated to disburse any Proceeds unless and until Lender shall have received the following, all in form and substance and from parties, satisfactory to Lender:

(i) Cost Breakdown. A detailed breakdown of all costs to be incurred in constructing the Restoration (the "**Cost Breakdown**");

(ii) Construction Documents. Copies of all construction contracts and all other contracts relating to the design, construction or performance of the Restoration;

(iii) Plans and Specifications. Plans and specifications for performance of the Restoration;

(iv) Evidence of Compliance with Requirements. Evidence that the plans and specifications for the Restoration comply with all laws, ordinances, orders, rules or regulations of the United States, the State of Nebraska, any political subdivision thereof, or any agency, department commission, bureau or instrumentality of any of them;

(v) Permits. Copies of all building, grading, sewer tap and other permits required, if any, in connection with the Restoration;

(vi) Approval of Construction Consultant. Certification from a construction consultant (the "**Construction Consultant**") satisfactory to Lender stating that the plans and specifications, if any, and the construction documents satisfactorily provide for the Restoration;

(vii) Evidence of Sufficiency of Funds. Evidence that the Proceeds will be sufficient to cover all costs anticipated to be incurred in completion of the Restoration, as required in (f) below; and

(viii) Evidence of Payment of Cost. Evidence that all expenses incurred by Lender to the date of such disbursement have been paid or will be paid out of the proceeds of the current draw request.

(b) Procedure for Disbursements. Lender shall make advances of Proceeds subject to the following conditions:

(i) Lender shall have received and approved the matters described in subsection (a) above;

(ii) Receipt by Lender. Lender shall have received:

A. Draw Request. A Draw Request complying with the requirements described in subparagraph (c) below;

B. Endorsement to Title Policy. An endorsement to the Lender's mortgagee title insurance policy indicating that there has been no change in the state of title to the Premises, whether superior or subordinate to the Mortgage.

C. Lien Waivers. Lien waivers or lien subordinations bearing a then current date and prepared on forms provided Lender's title insurance company from the general contractor and such subcontractors and materialmen as Lender may designate, together with acknowledgements for all of such parties confirming payment of all amounts due such party prior to the date of the lien waiver or subordination.

D. Certificates. A certificate from the Construction Consultant stating that the construction of the Restoration theretofore performed has been completed in a good and workmanlike manner, free of defects in labor and materials, and in accordance with the plans and specifications, if applicable, and that the remaining non-disbursed portion of the Proceeds are adequate to complete the construction of the Restoration; and

(iii) Final Advance. In addition to the foregoing, Lender's obligation to make a final advance of any Proceeds remaining shall be subject to Lender's receipt of the following:

A. Completion, Approval and Inspection of Restoration. The Restoration shall have been fully completed in a good and workmanlike manner, and lender shall have received (i) evidence of the approval by all required appropriate governmental authorities of the Restoration in their entirety for permanent occupancy; and (ii) certification by the Construction Consultant that the Restoration has been completed in a good and workmanlike manner, free of defects in labor and materials, and in accordance with the plans and specifications;

B. Final Survey. If required by Lender, an updated final survey acceptable to Lender showing the as-built location of the completed Restoration; and

C. Payment of Costs. Evidence satisfactory to Lender that all sums due in connection with the construction of the Restoration have been paid in full (or will be paid out of the funds requested to be advanced) and that no party claims or has a right to claim any statutory or

common law lien arising out of the construction of the Restoration or the supplying of labor, material, and/or services in connection therewith.

(c) Form of Draw Request to be Submitted to Lender.

(i) Borrower shall complete, execute and deliver to lender a request for an advance on the AIA standard form certificate for payment, as the same may be revised from time to time, together with all supporting schedules contemplated thereby (the "Draw Request");

(ii) All Draw Requests shall include a breakdown by the cost categories used in the Cost Breakdown of: (A) total costs (as shown on the Cost Breakdown), (B) all amounts previously disbursed, (C) the balance remaining, (D) the requested disbursement, and (E) the balance to remain after the requested disbursement;

(iii) All Draw Requests which include amounts to be paid to any contractor performing such work shall include requisitions from such contractor for such amounts, together with invoices relating to items covered by such requisitions when requested by Lender; and all such requisitions shall provide a breakdown by trade and/or other categories acceptable to Lender of: (A) the total contract sum, (E) the total of all amounts previously disbursed, (C) the balance remaining, (D) the requested disbursement, and (E) the balance to remain after the requested disbursement, and shall contain a certificate by such contractor of the accuracy of the same in form satisfactory to Lender. All Draw Requests which include items other than payments for work performed under the contract with such contractor shall include a statement of the purpose for which the advance is desired, together with invoices for the same when requested by Lender;

(d) Notice, Frequency and Place of Disbursements. Unless Lender shall, at its option, determine otherwise, (a) each Draw Request shall be submitted to Lender at least fifteen (15) business days prior to the date of the requested advance, (b) disbursements shall be made no more frequently than monthly, and (c) all disbursements shall be made at the principal office of Lender or at such other place as Lender may designate.

(e) Payment of Costs. Borrower shall pay all costs and expenses incurred by or on behalf of Lender in connection with such construction, including all costs incurred in connection with the satisfaction of all conditions precedent to Lender funding a Draw Request, including all inspection fees (including fees of the Construction Consultant), surveying costs, engineering and architectural fees (including testing), legal fees, license and permit fees, and title and other insurance premiums, whether or not such costs and expenses are listed in the Cost Breakdown and

whether or not funds therefor are disbursed hereunder.

(f) Insufficiency of Proceeds. If at any time or from time to time prior to the completion of the Restoration, the remaining undisbursed portion of the Proceeds is not equal, in the opinion of the Construction Consultant, to the amount of funds necessary to complete and pay for the remaining Restoration, then Tenant shall, within seven (7) days after written notice thereof from Lender, deposit with Lender such sums of money as are, in the judgment of Lender, sufficient to remedy such condition. All such deposited sums shall be disbursed as provided herein to pay the cost of the Restoration. In lieu of the deposit of cash, Tenant deliver to Lender a letter of credit in form and substance reasonably satisfactory to Lender to cover such short fall.

(g) Other Provisions. In making any payment of Proceeds, Lender shall be entitled to rely on such request from Tenant without any inquiry into the accuracy, validity or contestability of any such amount.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement to be effective as of the day and year first stated above.

MIDLAND LOAN SERVICES, L.P., a Missouri limited partnership

By: Midland Data Systems, Inc., a Missouri corporation, its sole general partner

By: Leon E. Bergman
Print Name: Leon E. Bergman
Title: Sr. Vice President

"LENDER"

STATE OF Missouri
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 9 day of May, 1997, by Leon E. Bergman, of Midland Data Systems, Inc., a Missouri corporation, as sole general partner of Midland Loan Services, L.P., a Missouri limited partnership, on behalf of the corporation, acting in its capacity as sole general partner as aforesaid. He/she has produced NA (type of identification) as identification.

Debra Baier Gilbert
Notary Public, State of Missouri
Print Name: Debra Baier Gilbert
Commission number is: _____
Commission expires: _____

DEBRA BAIER GILBERT
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires 9-20-2000

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

[Handwritten mark]

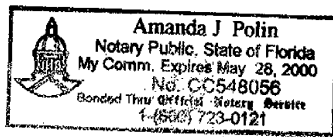
JUMBOSPORTS INC., a Florida corporation

By: *R.P. Springer*
Print Name: P. SPRINGER
Title: EXEC VICE CFO

"TENANT"

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of May, 1997, by RAYMOND P. SPRINGER as EXECUTIVE VICE PRESIDENT of JUMBOSPORTS INC., a Florida corporation, on behalf of the corporation. He/she has produced N/A (type of identification) as identification.



Amanda J. Polin
Notary Public State of FLORIDA
Print Name: AMANDA J. POLIN
Commission number is: _____
Commission expires: _____

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

EXHIBIT "A"
Legal Description

Lot 8, The Meadowlands, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, recorded in Book 1887, Page 466, on November 20, 1990, together with part of Lots 6 and 7, said The Meadowlands, described as follows: Beginning at the Northwest corner of said Lot 6; thence South 89 degrees 59 minutes 55 seconds East (assumed bearing) 47.78 feet on the North line of said Lot 6 to a point of curve; thence Northeasterly on the North line of said Lot 6 on a 240.06 foot radius curve to the left, chord bearing North 85 degrees 22 minutes 35 seconds East, chord distance 38.71 feet, an arc distance of 38.76 feet to a point of reverse curve; thence Northeasterly on the North line of said Lot 6 on a 759.36 foot radius curve to the right, chord bearing North 82 degrees 24 minutes 45 seconds East, chord distance of 44.03 feet, an arc distance of 44.03 feet; thence South 00 degrees 00 minutes 05 seconds West 264.94 feet on a line 165.00 feet West of and parallel with the East line of said Lot 6; thence South 89 degrees 59 minutes 55 seconds East 140.56 feet on a line 269.00 feet South of and parallel with the most Northerly line of said Lot 6, to the East line of said Lot 6; thence Southwesterly on the East line of said Lots 6 and 7 on a 60.00 foot radius curve to the left, chord bearing South 06 degrees 44 minutes 22 seconds West, chord distance 55.92 feet an arc distance of 58.17 feet; thence South 68 degrees 57 minutes 52 seconds West, 218.58 feet to a point 100.00 feet South of the North line of said Lot 7; thence North 89 degrees 59 minutes 55 seconds West, 350.00 feet on a line 100.00 feet South of and parallel with the North line of said Lot 7 to the West line of said Lot 7; thence North 00 degrees 00 minutes 05 seconds East 100.00 feet on the West line of said Lot 7 to the Northwest corner thereof; thence South 89 degrees 59 minutes 55 seconds East, 290.00 feet on the North line of said Lot 7 to the Southwest corner of said Lot 6; thence North 00 degrees 00 minutes 05 seconds East 290.00 feet on the West line of said Lot 6 to the point of beginning. Together with Non-Exclusive Easement rights granted by Grant and Imposition of Easement Dated January 28, 1993, filed January 29, 1993 in Book 1056, at Page 61.

S2-355591.1