

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Easement Agreement**”) is made and entered into on December 21, 2023, by and between **BYRNDOG PCP, LLC**, a Florida limited liability company (“**Grantor**”), whose address is 180 Brookhaven Court South, Palm Coast, FL 32164, and **KL SEMINOLE TRACE LLC**, a Florida limited liability company (“**Grantee**”), whose address is whose address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637. Grantor and Grantee are each referred to herein individually from time to time as a “**Party**” and collectively, as the “**Parties**”.

RECITALS:

A. Grantor is the owner of certain real property located in Flagler County, Florida more particularly described in Exhibit “A” attached hereto and made a part hereof (“**Grantor’s Property**”).

B. Grantee is the owner of certain real property located in Flagler County, Florida more particularly described in Exhibit “B” attached hereto and made a part hereof (“**Grantee’s Property**”).

C. In connection with the development of the Grantee’s Property and other property owned or to be owned by Grantee, Grantee intends to construct certain access improvements along Seminole Woods Parkway within that portion of the Grantor’s Property as generally depicted on Exhibit “C” attached hereto and made a part hereof (the “**Access Easement Area**”).

D. Grantee desires for Grantor to grant to Grantee an access easement over, across and through the Access Easement Area.

E. In connection with the development of the Grantee’s Property and other property owned or to be owned by Grantee, Grantee intends to (i) construct and maintain certain access improvements along Seminole Woods Parkway within that portion of the Grantor’s Property as generally depicted on Exhibit “C” attached hereto and made a part hereof (the “**Access Easement Area**”); (ii) construct and maintain certain drainage improvements within that portion of the Grantor’s Property as generally depicted on Exhibit “D” attached hereto and made a part hereof (the “**Drainage Easement Area**”); (iii) construct and maintain a berm and wall within that portion of the Grantor’s Property as generally depicted on Exhibit “E” attached hereto and made a part hereof (the “**Wall Easement Area**”); and (iv) construct and maintain certain signage improvements within that portion of the Grantor’s Property as generally depicted on Exhibit “E”

attached hereto and made a part hereof (the “**Signage Easement Area**” and together with the Access Easement Area, the Drainage Easement Area and the Wall Easement Area, the “**Easement Areas**”). The Grantee shall not change the improvements contemplated in this section without prior written approval from the Grantor which shall not be unreasonably withheld so long such improvements do not have an adverse effect on the Grantor’s Property or other properties adjacent to the Grantee’s Property.

F. Grantee desires for Grantor to grant to Grantee (i) a construction and access easement over, across and through the Access Easement Area; (ii) a construction and drainage easement over, across and through the Drainage Easement Area; (iii) a construction and wall easement over, across and through the Wall Easement Area; and (iv) a construction and signage easement over, across and through the Signage Easement Area.

G. Grantor has agreed to grant such easements to Grantee, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals, and for Ten Dollars (\$10.00) other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Access Easement.** Grantor hereby grants to Grantee and Grantee’s successors and assigns a perpetual, non-exclusive access easement (the “**Access Easement**”) over, across, and through the Access Easement Area for purposes of constructing, maintaining access improvements and vehicular and pedestrian ingress and egress by Grantee, and its agents, employees, guests, customers and invitees within the Access Easement Area. The Access Easement is appurtenant to, and for the benefit of, Grantee’s Property. The access improvements within the Access Easement shall be constructed and maintained at Grantee’s expense.

2. **Drainage Easement.** Grantor hereby grants to Grantee and Grantee’s successors and assigns a perpetual, non-exclusive drainage easement (the “**Drainage Easement**”) over, across, and through the Drainage Easement Area for purposes of constructing, maintaining and operating drainage improvements within the Drainage Easement Area. The Drainage Easement is appurtenant to, and for the benefit of, Grantee’s Property. The drainage improvements within the Drainage Easement Area shall be constructed and maintained at Grantee’s expense. The Parties agree acknowledge that the improvements located within the Drainage Easement are for the benefit of the parties. Grantor may relocate the Drainage Easement at its expense so long as it does not interfere with Grantee’s use. Grantor shall provide written notice to Grantee at least fifteen (15) days in advance of commencing any permits or approvals relating to such relocation.

3. **Conveyance Pipe to Grantor’s Property.** The access improvements referenced in Section 1 above and the drainage improvements referenced in Section 2 above shall include the construction of a stormwater conveyance pipe under the access improvements for the benefit of the Grantor’s and Grantee’s Property.

4. **Wall Easement.** Grantor hereby grants to Grantee and Grantee’s successors and assigns a perpetual, non-exclusive wall easement (the “**Wall Easement**”) over, across, and through the Wall Easement Area for purposes of constructing and maintaining a 2’ landscape berm and an

8' concrete wall within the Wall Easement Area. The Wall Easement is appurtenant to, and for the benefit of, Grantee's Property. The landscape berm and wall improvements within the Wall Easement Area shall be constructed and maintained at Grantee's expense and the wall shall be centered on the easement area.

5. **Signage Easement.** Grantor hereby grants to Grantee and Grantee's successors and assigns a perpetual, non-exclusive signage easement (the "**Signage Easement**" and together with the Access Easement, the Drainage Easement, and the Wall Easement, the "**Easements**") over, across, and through the Signage Easement Area for purposes of constructing and maintaining landscaping and signage within the Signage Easement Area. The Sign Easement is appurtenant to, and for the benefit of, Grantee's Property. The landscaping and signage improvements within the Sign Easement Area shall be constructed and maintained at Grantee's expense.

6. **Shared Maintenance.** The access improvements referenced in Section 1 above, the drainage improvements referenced in Section 3 above, the landscape berm and wall improvements referenced in Section 4 above and the landscape and signage improvements referenced in Section 5 above are hereinafter collectively referred to as the "**Shared Improvements**". Grantee shall maintain the Shared Improvements in good and safe condition and repair. Upon completion, the parties shall be responsible for the costs to maintain the Shared Improvements as follows:

- a. Grantee shall be responsible for 100% of the ongoing costs to maintain the access improvements;
- b. Grantee shall be responsible for 100% of the ongoing costs to maintain the landscape berm and wall improvements;
- c. Grantee shall be responsible for thirty-two percent (32%) of the ongoing costs to maintain the drainage improvements;
- d. Grantor shall be responsible for sixty-eight percent (68%) of the ongoing costs to maintain the drainage improvements;
- e. Grantee shall be responsible for 100% of the ongoing costs to maintain the landscape and signage improvements.

The parties acknowledge and agree that the foregoing percentages with respect to the drainage improvements are based on the estimated pro-rata volume of stormwater drainage anticipated within the drainage improvements.

Notwithstanding the foregoing, if Grantor or its agents, employees, lessees or invitees cause any damage to the Shared Improvements, then Grantor, at its sole cost and expense, shall be 100% responsible for the replacement or repair of the damaged portion of the Shared Improvements (to the condition that existed prior to the damage) and if Grantee or its agents, employees, lessees or invitees cause any damage to the Shared Improvements, then Grantee, at its sole cost and expense, shall be 100% responsible for the replacement or repair of the damaged portion of the Shared Improvements (to the condition that existed prior to the damage).

The Grantor is not responsible for the cost of any maintenance as provided in this section until after the commencement of development on the Grantor's Property at which time and from time to time, but no more often than quarterly, Grantor shall provide to Grantee an invoice for Grantor's share of the ongoing costs to maintain the drainage improvements along with reasonably and customary back-up documentation relating to such costs. Grantor shall pay such invoices on or before thirty (30) days of receipt of such invoice, failing which the amounts owed by Grantor shall incur interest at the rate of twelve percent (12%) per annum until paid. In addition, in the event such amounts remain unpaid for more than sixty (60) days of receipt of such invoice, Grantee shall have the right, but not the obligation, to place a foreclosable lien on the Grantor's Property or any portion thereof until paid and Grantor hereby consents to the placing of such lien.

7. **Successors and Assigns; Binding Effect.** The Easements and other covenants set forth in this Agreement constitute covenants running with the land, burdening the Easement Areas and benefitting Grantee's Property, and are binding upon the parties hereto and their respective successors and assigns.

8. **Attorneys' Fees.** In connection with any litigation arising from, relating to or maintained in connection with this Easement Agreement, the prevailing party shall collect from the non-prevailing party all costs and fees incurred, including reasonable attorneys' and legal assistants' fees and costs prior to trial, at trial, and on appeal, in any bankruptcy or creditors' reorganization proceedings, and in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.

9. **Governing Law; Venue.** This Easement Agreement will be governed by and construed in accordance with the laws of the State of Florida, without regard to choice-of-law rules in any jurisdiction. The exclusive venue for all actions to enforce or interpret the provisions of this Easement Agreement will be the courts of the State of Florida located in Flagler County, Florida.

10. **Amendment; Waiver.** This Easement Agreement may only be amended, modified or terminated by an instrument executed by both Parties hereto, or their respective successors or assigns. No waiver of any provision hereof shall be effective unless done so in writing signed by the Party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.

11. **Severability.** If any term, provision, condition or covenant of this Easement Agreement or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Counterparts.** This Easement Agreement, and any modifications, amendments or supplements thereto, may be executed in any number of counterparts which, when taken together, shall constitute a fully-executed original.

[Remainder of page intentionally left blank - signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement on the date first set forth above.

WITNESSES:

GRANTOR:

BYRND OG PCP, LLC, a Florida limited liability company

By: Douglas Property & Development, Inc., a Florida corporation, its Manager



Print Name: Kelly Devore

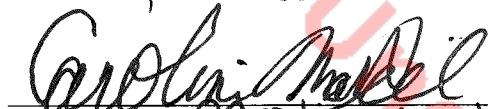
Address of Witness: 145 City Pl.

Ste 301, Palm Coast FL 32164

By: 

Name: Jeffrey Douglas

Title: President



Print Name: Caroline McNeil

Address of Witness: 145 City Pl.

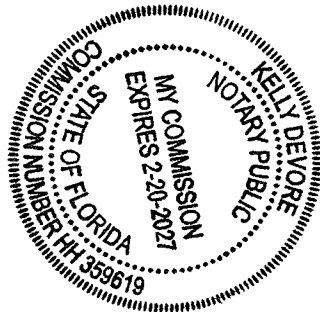
Ste 301 Palm Coast FL 32164

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of December, 2023, by Jeffrey Douglas, as President of Douglas Property & Development, Inc., the Manager of **BYRND OG PCP, LLC**, a Florida limited liability company. He is ☒ personally known to me or ☐ has produced a _____ as identification.

(NOTARY SEAL)





NOTARY PUBLIC

Print or Stamp Name

My Commission Expires: _____

WITNESSES:

GRANTEE:

KL SEMINOLE TRACE LLC, a Florida
limited liability company

Andrew Hill
 Print Name: Andrew Hill
 Address of Witness: 14025 RIVERIDGE PA. #175
TAMPA, FL 33637

Bryon T. LoPreste
 Print Name: Bryon T. LoPreste
 Address of Witness: 14025 RIVERIDGE PA. #175
TAMPA, FL 33637

By: *James P. Harvey*
 Name: James P. Harvey
 Title: Authorized Signatory

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

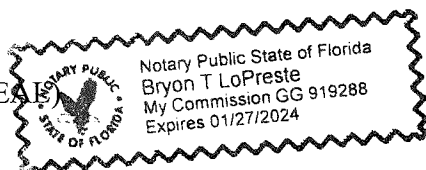
The foregoing instrument was acknowledged before me by means of ☒ physical presence
 or ☐ online notarization, this 20th day of December, 2023, by
James P. Harvey, as Auth. Signatory of **KL SEMINOLE TRACE LLC**, a
 Florida limited liability company. He is ☒ personally known to me or ☐ has produced a
 _____ as identification.

Bryon T. LoPreste
 NOTARY PUBLIC
 Bryon T. LoPreste

Print or Stamp Name

My Commission Expires: 1/27/2024

(NOTARY SEAL)



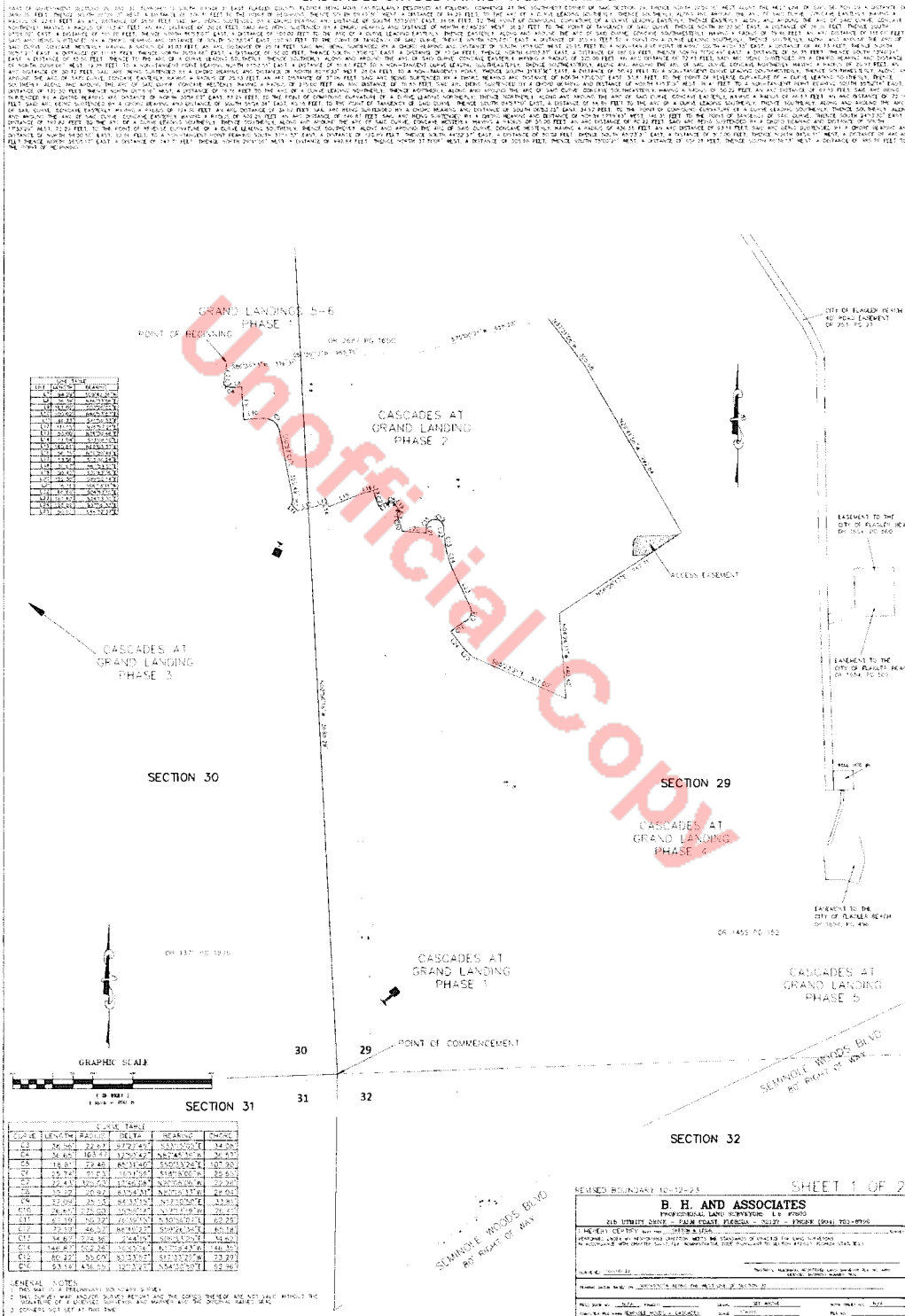


Exhibit "B"

(Grantee's Property)

CASCADES-SINGLE FAMILY WEST PHASE 1

PART OF GOVERNMENT SECTIONS 29, 30 AND 32, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE NORTH 02°56'18" WEST ALONG THE WEST LINE OF SAID SECTION 29 A DISTANCE OF 278.18 FEET; THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 7.64 FEET TO THE POINT OF BEGINNING, THENCE NORTH 17°11'33" WEST, A DISTANCE OF 200.00 FEET, THENCE SOUTH 72°48'27" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 17°11'33" WEST, A DISTANCE OF 288.37 FEET, THENCE NORTH 30°45'57" EAST, A DISTANCE OF 156.00 FEET; THENCE NORTH 50°34'11" EAST, A DISTANCE OF 436.26 FEET; THENCE NORTH 16°53'57" WEST; A DISTANCE OF 207.43 FEET; THENCE NORTH 26°57'36" WEST, A DISTANCE OF 468.07 FEET; THENCE NORTH 15°17'20" WEST, A DISTANCE OF 724.55 FEET; THENCE NORTH 39°35'09" WEST; A DISTANCE OF 330.89 FEET, THENCE NORTH 26°47'41" WEST, A DISTANCE OF 266.83 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 945.00 FEET, AN ARC DISTANCE OF 204.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11°01'12" WEST, 203.83 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 545.00 FEET, AN ARC DISTANCE OF 77.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 00°44'46" WEST, 77.61 FEET, TO THE POINT OF TANGENCY OF SAID CURVE THENCE NORTH 03°20'13" EAST, A DISTANCE OF 504.26 FEET, THENCE NORTH 86°33'58" EAST, A DISTANCE OF 276.06 FEET, THENCE SOUTH 09°42'36" WEST, A DISTANCE OF 94.29 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY, THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.67 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33°15'05" EAST, 34.08 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, NORTHERLY, HAVING A RADIUS OF 163.47 FEET, AN ARC DISTANCE OF 38.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 87°45'39" WEST, 36.57 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 86°33'58" EAST, A DISTANCE OF 36.39 FEET; THENCE SOUTH 03°26'02" EAST, A DISTANCE OF 169.00 FEET; THENCE NORTH 86°53'07" EAST, A DISTANCE OF 100.02 FEET TO THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.46 FEET, AN ARC DISTANCE OF 118.61' FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°33'24" EAST, 107.90 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 10°57'01" EAST, A DISTANCE OF 355.49 FEET TO A POINT ON A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 91.03 FEET, AN ARC DISTANCE OF 25.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 18°18'00" WEST, 25.65 FEET TO A NON-TANGENT POINT BEARING SOUTH 41°59'33" EAST, A DISTANCE OF 46.73 FEET, THENCE NORTH 76°57'21" EAST, A DISTANCE OF 111.15 FEET; THENCE NORTH 76°39'46" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 13°08'10" EAST, A DISTANCE OF 17.04 FEET; THENCE NORTH 68°03'37" EAST, A DISTANCE OF 185.69 FEET; THENCE NORTH 76°20'49" EAST, A DISTANCE OF 56.75 FEET; THENCE SOUTH 13°40'24" EAST, A DISTANCE OF 13.56 FEET; THENCE TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 325.00 FEET, AN ARC DISTANCE OF 72.43 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 20°08'06" WEST, 72.28 FEET, TO A NON-TANGENT POINT BEARING NORTH 61°53'51" EAST, A DISTANCE OF 51.67 FEET TO A NON-TANGENT CURVE, LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.97 FEET, AN ARC DISTANCE OF 30.72 FEET, SAID ARC BEING SUBTENDED

BY A CHORD BEARING AND DISTANCE OF NORTH $80^{\circ}18'33''$ WEST, 28.04 FEET, TO A NON-TANGENCY POINT; THENCE SOUTH $31^{\circ}43'36''$ EAST, A DISTANCE OF 50.42 FEET TO A NON-TANGENT CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.13 FEET, AN ARC DISTANCE OF 37.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $17^{\circ}10'50''$ EAST, 33.81 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $17^{\circ}13'19''$ WEST, 76.41 FEET, TO A NON-TANGENT POINT BEARING SOUTH $85^{\circ}52'14''$, EAST, A DISTANCE OF 122.30 FEET; THENCE NORTH $06^{\circ}18'16''$ WEST, A DISTANCE OF 16.16 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.22 FEET, AN ARC DISTANCE OF 67.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $30^{\circ}56'07''$ EAST, 62.29 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 46.57 FEET, AN ARC DISTANCE OF 72.19 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $59^{\circ}26'34''$ EAST, 65.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $04^{\circ}53'10''$ EAST, A DISTANCE OF 66.69 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 724.36 FEET, AN ARC DISTANCE OF 34.62 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $06^{\circ}53'25''$, EAST, 34.62 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 502.26 FEET, AN ARC DISTANCE OF 146.87 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $17^{\circ}18'43''$ WEST, 146.35 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH $24^{\circ}13'30''$ EAST, A DISTANCE OF 197.82 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 55.00 FEET, AN ARC DISTANCE OF 80.22 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $17^{\circ}33'29''$ WEST, 73.29 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.55 FEET, AN ARC DISTANCE OF 93.14 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $54^{\circ}30'50''$ EAST, 92.96 FEET, TO A NON-TANGENT POINT BEARING SOUTH $37^{\circ}16'33''$ EAST, A DISTANCE OF 120.89 FEET; THENCE SOUTH $44^{\circ}32'37''$ EAST, A DISTANCE OF 50.02 FEET; THENCE SOUTH $65^{\circ}23'31''$ EAST, A DISTANCE OF 517.00 FEET; THENCE SOUTH $04^{\circ}26'11''$ EAST, A DISTANCE OF 540.96 FEET, THENCE SOUTH $47^{\circ}18'59''$ EAST, A DISTANCE OF 280.03 FEET; THENCE SOUTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 783.09 FEET, THENCE SOUTH $58^{\circ}20'26''$ WEST, A DISTANCE OF 341.06 FEET; THENCE SOUTH $37^{\circ}53'13''$ EAST, A DISTANCE OF 141.57 FEET, THENCE SOUTH $35^{\circ}34'53''$ WEST, A DISTANCE OF 557.52 FEET; THENCE SOUTH $81^{\circ}24'26''$ WEST, A DISTANCE OF 95.82 FEET; THENCE SOUTH $03^{\circ}37'43''$ EAST, A DISTANCE OF 42.09 FEET; THENCE SOUTH $86^{\circ}22'17''$ WEST, A DISTANCE OF 67.55 FEET TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 75.00 FEET, AN ARC DISTANCE OF 92.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $03^{\circ}02'28''$ WEST, 86.91 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 37.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $12^{\circ}40'32''$ WEST, A DISTANCE OF 36.52 FEET, TO A NON-TANGENT POINT BEARING SOUTH $76^{\circ}54'14''$ WEST, A DISTANCE OF 70.06 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 44.49 FEET, AN ARC DISTANCE OF 28.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $28^{\circ}06'56''$ WEST, 28.48 FEET; TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 88.00 FEET, AN ARC DISTANCE OF 58.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $28^{\circ}16'28''$ WEST, 57.49 FEET,

TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $09^{\circ}12'34''$ WEST, A DISTANCE OF 76.34 FEET, THENCE NORTH $08^{\circ}44'20''$ WEST, A DISTANCE OF 32.20 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 117.69 FEET, AN ARC DISTANCE OF 30.20 FEET, SAID ARC BEING SUBTENDED BY CHORD BEARING AND DISTANCE OF NORTH $05^{\circ}05'05''$ EAST, 30.11 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $14^{\circ}56'11''$ EAST, A DISTANCE OF 35.76 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE, EASTERLY, HAVING A RADIUS OF 22.19 FEET, AN ARC DISTANCE OF 8.69 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $20^{\circ}21'58''$ EAST, 8.63 FEET TO A NON-TANGENT POINT BEARING SOUTH $80^{\circ}14'31''$ WEST, A DISTANCE OF 110.59 FEET; THENCE NORTH $09^{\circ}12'34''$ WEST, A DISTANCE OF 75.57 FEET TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 355.00 FEET, AN ARC DISTANCE OF 204.05 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH $25^{\circ}40'33''$ EAST, 201.25 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $42^{\circ}08'32''$ WEST, A DISTANCE OF 198.02 FEET; THENCE NORTH $42^{\circ}40'44''$ WEST, A DISTANCE OF 147.06 FEET; THENCE NORTH $39^{\circ}55'26''$ WEST, A DISTANCE OF 35.58 FEET; THENCE NORTH $42^{\circ}08'32''$ WEST, A DISTANCE OF 15.41 FEET; THENCE NORTH $40^{\circ}55'16''$ WEST, A DISTANCE OF 18.97 FEET, THENCE NORTH $37^{\circ}51'08''$ WEST, A DISTANCE OF 28.69 FEET; THENCE SOUTH $72^{\circ}48'27''$ WEST, A DISTANCE OF 105.21 FEET TO THE POINT OF BEGINNING.

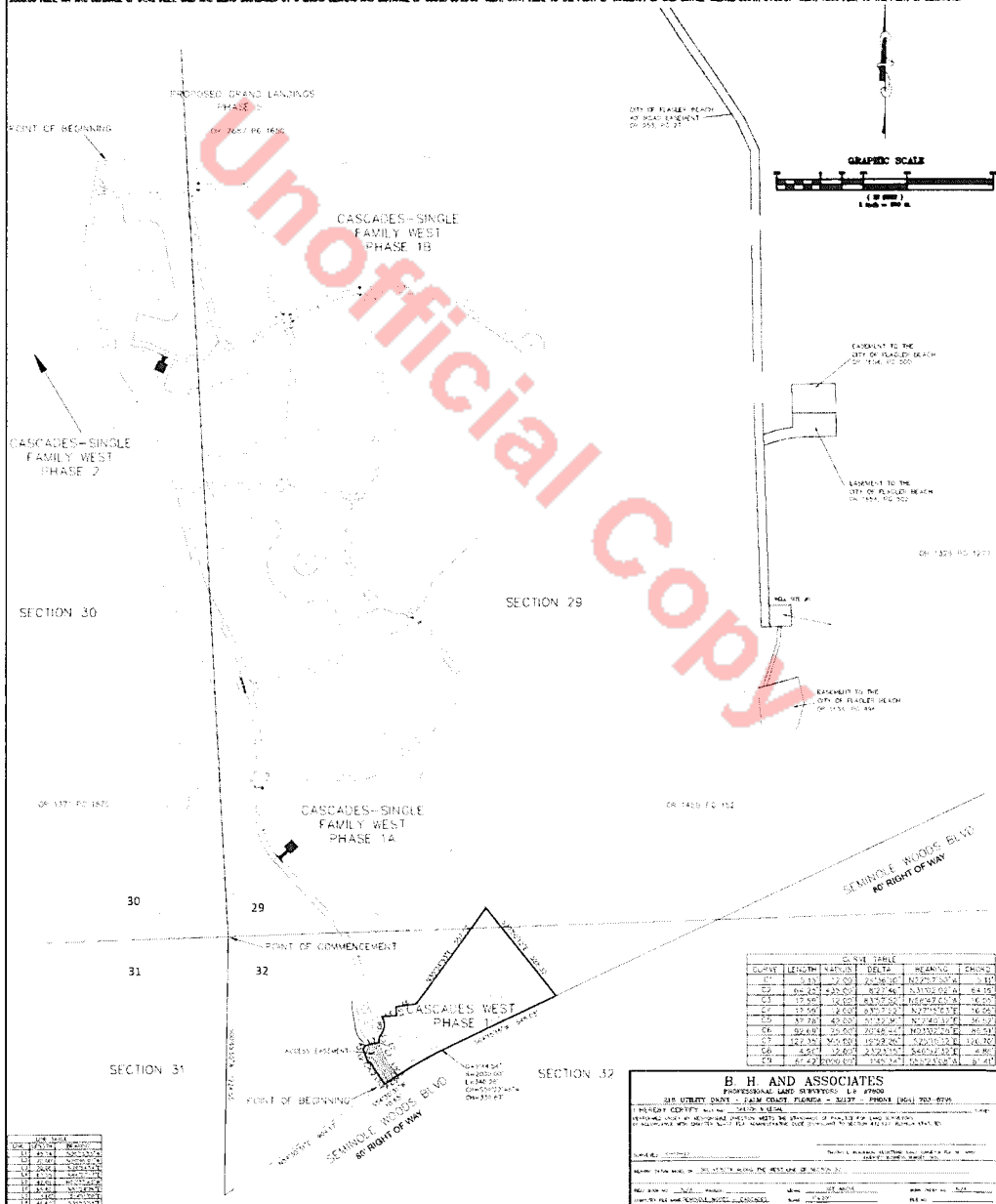
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Exhibit "D"

(Drainage Easement Area)

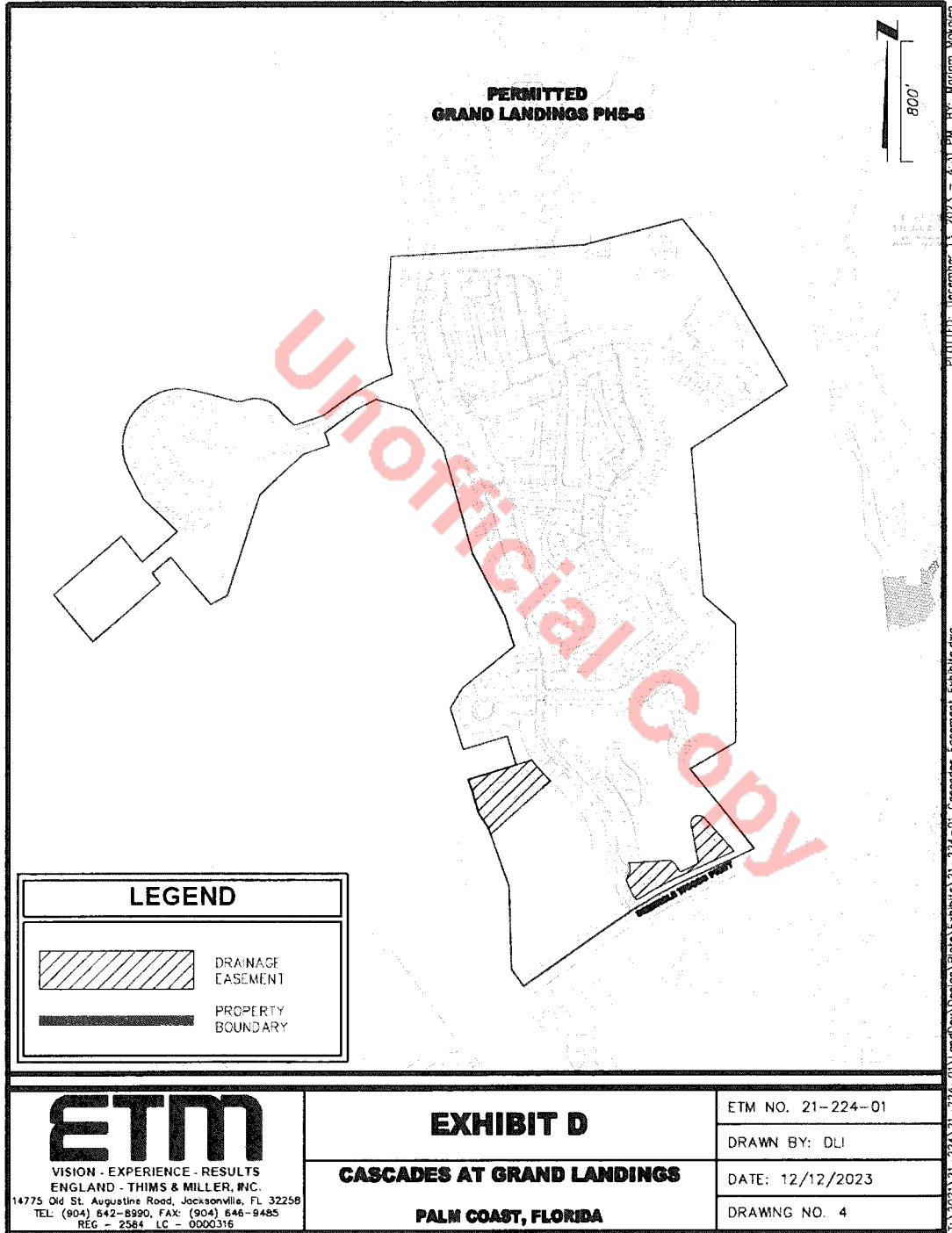


Exhibit "E"

(Wall Easement Area)

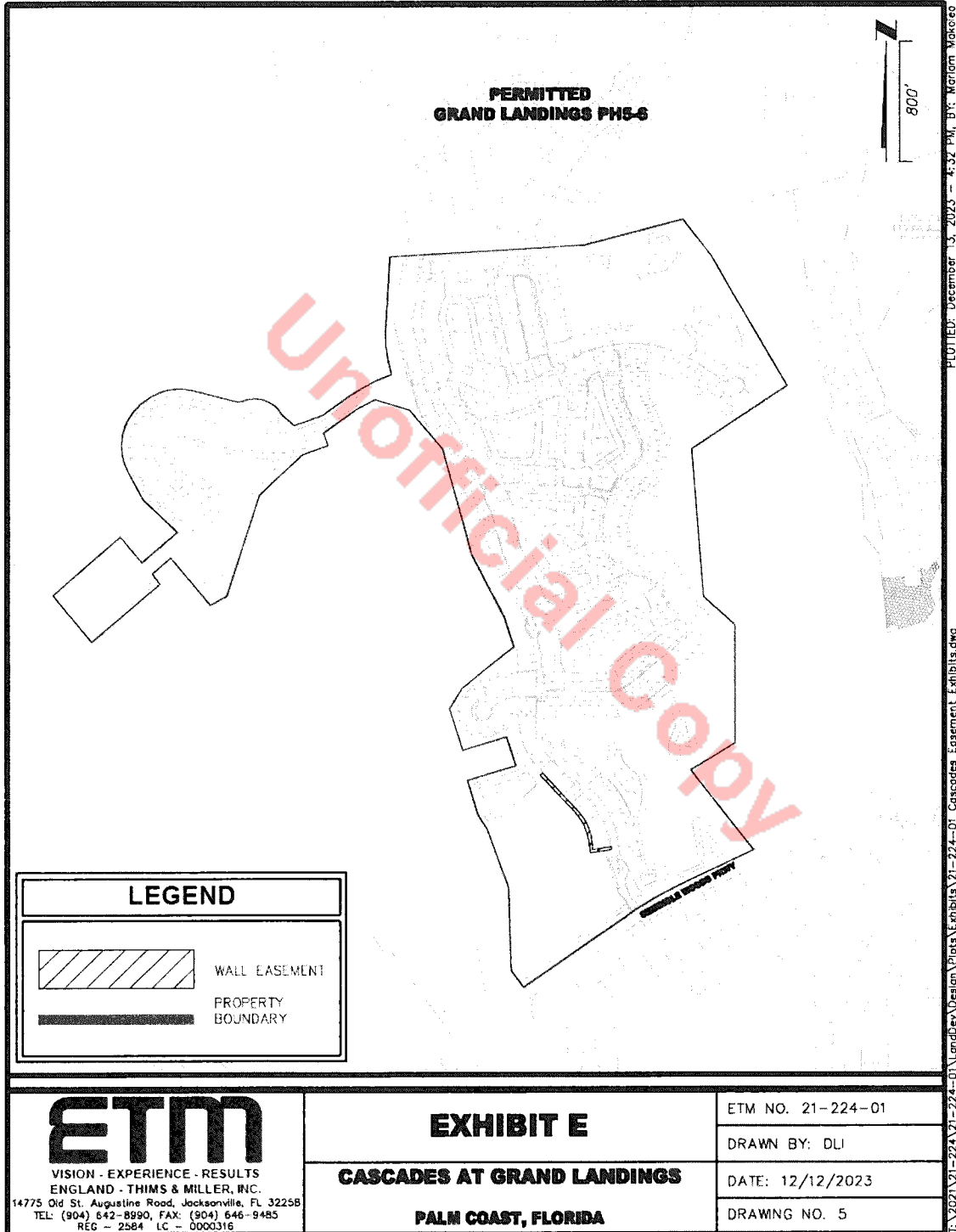
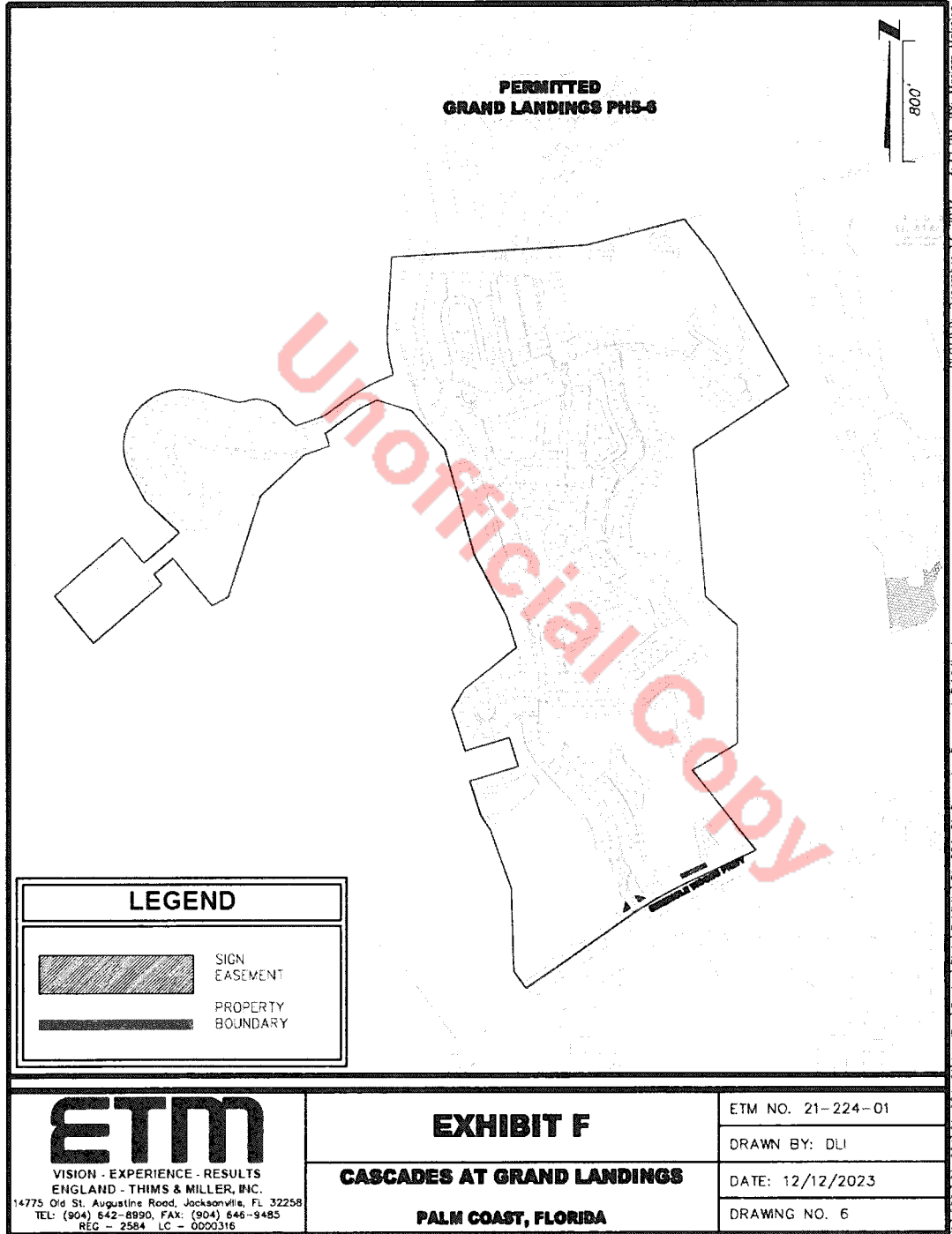


Exhibit "F"

(Signage Easement Area)



A PARCEL OF LAND PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SEMINOLE WOODS BLVD & SYCAMORE STREET INTERSECTION OF SEMINOLE WOODS BLVD & SYCAMORE STREET THE AFOREMENTIONED PLAT OF CASCADES AT GRAND LANDINGS FLORIDA, THENCE CONTINUING ALONG SAID CENTER LINE OF SYCAMORE STREET N35°15'55"W, A DISTANCE OF 80.00 FEET, THENCE ALONG WITH THE DRAINAGE EASEMENT A CURVE HAVING A RADIUS 2040 FEET AND CENTRAL ANGLE OF 00°58'59" WITH LENGTH OF 35.01 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N55°42'57"E, A DISTANCE OF 35.01 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING N54°30'21"E, A DISTANCE OF 50.00 FEET; THENCE N78°00'15"W, A DISTANCE OF 70.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT CONVEX HAVING A RADIUS 408.21 FEET AND CENTRAL ANGLE OF 07°01'20", THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 50.00 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF S32°55'05"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,275.54 SQUARE FEET, MORE OR LESS.

Unofficial Copy

A PARCEL OF LAND PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SEMINOLE WOODS BLVD & SYCAMORE STREET INTERSECTION OF SEMINOLE WOODS BLVD & SYCAMORE STREET THE AFOREMENTIONED PLAT OF CASCADES AT GRAND LANDINGS FLORIDA, THENCE CONTINUING ALONG SAID CENTER LINE OF SYCAMORE STREET N35°15'55"W, A DISTANCE OF 80.00 FEET, THENCE ALONG WITH THE DRAINAGE EASEMENT A CURVE HAVING A RADIUS 2040 FEET AND CENTRAL ANGLE OF 09°01'47" WITH LENGTH OF 321.50 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF N59°44'21"E, A DISTANCE OF 321.17 FEET, THENCE CONTINUE N64°15'15"E, A DISTANCE OF 38.322 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N64°15'15"E, A DISTANCE OF 174.27 FEET; THENCE N25°44'45"W, A DISTANCE N25°44'45"W, A DISTANCE, A DISTANCE OF 25.00 FEET; THENCE S64°15'15"W, A DISTANCE OF 174.27 FEET; THENCE S25°44'45"E, A DISTANCE S25°44'45"E, A DISTANCE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4,356.74 SQUARE FEET, MORE OR LESS.

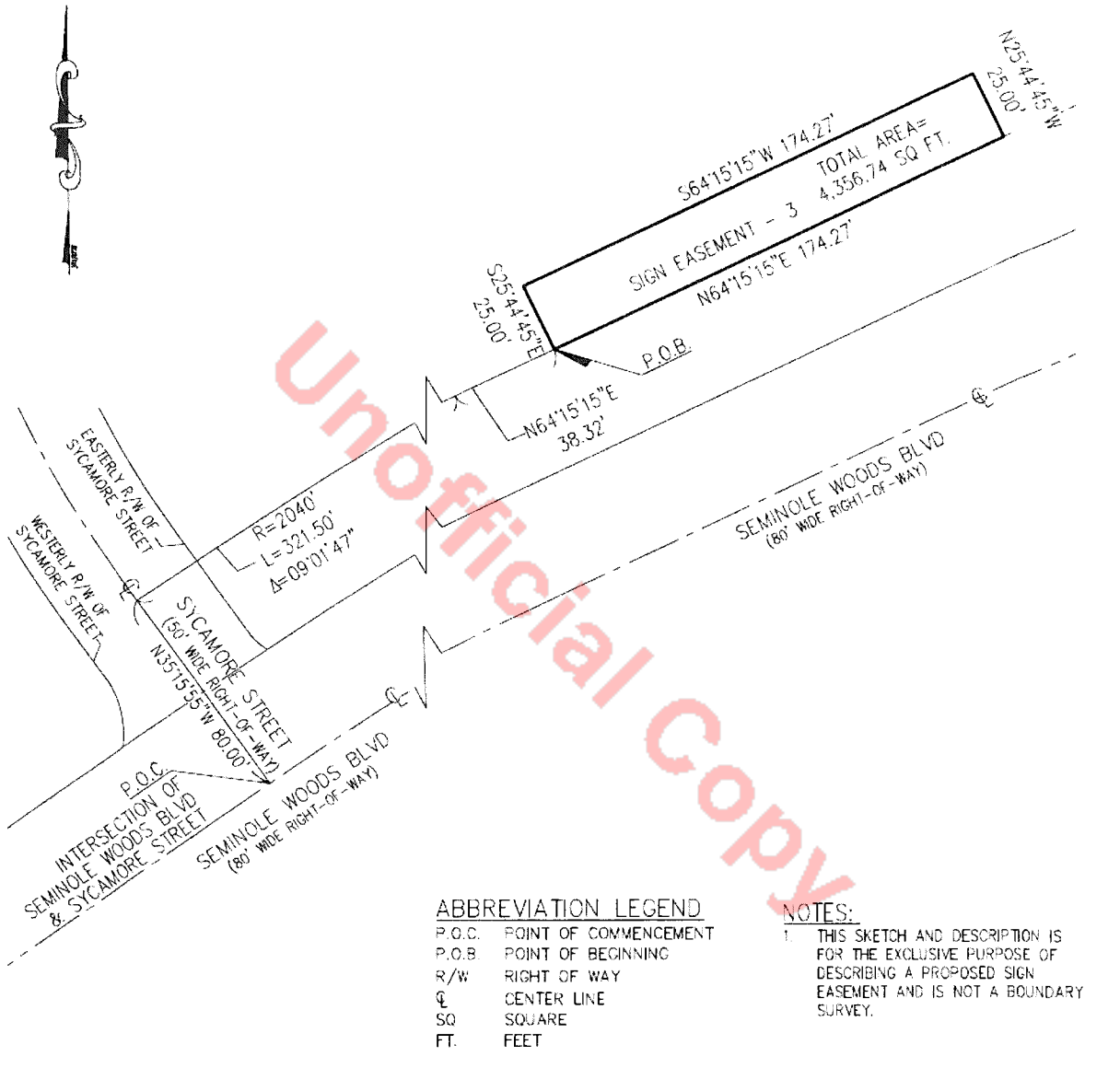
Unofficial Copy

NOTE:

DESCRIPTION NOT
VALID WITHOUT
SKETCH.

THIS IS NOT A SURVEY

0 50
Scale in feet
1 Inch = 50 Feet



**SKETCH & DESCRIPTION
OF:
SIGN EASEMENT-3**

PREPARED BY
BH AND ASSOCIATES
210 UTILITY DRIVE
PALM COAST, FLORIDA 32137
PHONE (386) 283-4561
LICENSED BUSINESS #7800

REVISIONS

PROJ. # SIGN EASEMENT-3

DATE 12-14-2023

DRAWN BY: GS

CHECKED BY:

SCALE 1"=50'

CAD FILE: SIGN EASEMENT-3

**SHEET
2 OF 2**