

PREPARED BY AND RETURN TO:
Michael D. Chiumento, III, Esquire
CHIUMENTO LAW PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Kelly DeVore

**AMENDED AND RESTATED NON-EXCLUSIVE
ACCESS EASEMENT AGREEMENT**

THIS AMENDED AND RESTATED NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 13 day of APRIL, 2026, by **BYRNDOG PCP, LLC ("BYRNDOG")** and **PCP BORROW PIT 2022, LLC ("BORROW PIT")**, Florida limited liability companies, whose mailing address is 145 City Place Suite 300B, Palm Coast, FL 32164 (herein collectively "Grantor") for the benefit of **LCD OF FLAGLER, INC., ("LCD")**, a Florida corporation, whose address is 3351 US Hwy. 1, Bunnell, Florida 32110, (herein "Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" shall include all the parties to this instrument and their heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations and partnerships, including joint ventures.)

W I T N E S S E T H:

WHEREAS, BYRNDOG is the owner of that certain real property located in Flagler County, Florida, as graphically depicted in **Exhibit "A"** attached hereto and incorporated herein by reference (the Grantor's "BYRNDOG Property");

WHEREAS, BORROW PIT is the owner of that certain real property located in Flagler County, Florida, as graphically depicted in **Exhibit "B"** attached hereto and incorporated herein by reference (the Grantor's "Additional Easement Property");

WHEREAS, LCD is the Owner of that certain real property located in Flagler County, Florida, as more particularly described in **Exhibit "C"** attached hereto and incorporated herein by reference (the "Grantee's Property");

WHEREAS, Grantor is the successor in title and assigns of the original Grantor of that Easement Agreement recorded in O.R. Book 586, Page 1501, as amended by O.R. Book 592, Page 382, and which was relocated by that certain Amendment to Easement recorded in O.R. Book 2664, Page 988, all of which was recorded in the Public Records of Flagler County, Florida;

WHEREAS, Grantee was previously granted a non-exclusive access easement and/or right-of-way over, on, upon and across the BYRNDOG Property pursuant to that certain Non-Exclusive Access Easement Agreement recorded in O.R. Book 586, Page 1501 of the Public

Records of Flagler County, Florida, as amended in O.R. Book 592, Page 382 of the Public Records of Flagler County, Florida, for the specific and limited purposes set forth therein.

WHEREAS, Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a non-exclusive access easement and/or right-of-way over, on, upon and across the relocated easement graphically depicted in **Exhibit "A"** hereto, and the Grantor has agreed to grant and convey to Grantee, a non-exclusive access easement and/or right-of-way over, on, upon and across the Grantor's Additional Easement Property graphically depicted in **Exhibit "B,"** for the specific and limited purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Easement agreement, and are incorporated herein by reference.
2. **Termination of Prior Easement.** Grantor and Grantee hereby acknowledge and agree that this Agreement amends and restates, and is intended to wholly supersede, terminate, and replace, that certain Non-Exclusive Access Easement Agreement recorded in O.R. Book 586, Page 1501 of the Public Records of Flagler County, Florida, as amended in O.R. Book 592, Page 382 of the Public Records of Flagler County, Florida and as further amended in O.R. Book 2664, Page 988 of the Public Records of Flagler County, Florida (the "Prior Easement"). Upon execution of this Agreement by Grantor and Grantee, the Prior Easement shall automatically terminate and be extinguished in all respects, and this Agreement shall constitute the sole and entire agreement governing the easement rights and obligations affecting the subject properties with respect to the matters addressed herein.
3. **Grant of Easement.** Grantor hereby gives, grants bargains, and sells (replacing the Prior Easement) to Grantee a non-exclusive easement for access and/or right-of-way purposes over, on, under and upon the BRYNDOG Property and the Additional Easement Property (the "Easement"), with full right and authority of ingress and egress over, on, upon and across the Easement at all times for the purpose of access from U.S. Highway 1 to and from Grantee's Property. Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Property and that it has good and lawful right to convey the Easement to Grantee. By acceptance of the benefits of this Easement, Grantee agrees to perform and comply with any obligations imposed on the Grantee herein.
4. **Use.** Pursuant to this Easement, Grantee has the right to use the Easement for the following purposes:
 - (a) **Ingress and egress/right-of-way:** Grantee has full right and authority of ingress and egress over, on, upon and across the Easement at all times for the purpose of access from U.S. Highway 1 to and from Grantee's Property;

- (b) Emergency access: The Easement may be used by emergency vehicles (including but not limited to first responders);
- (c) Scope of Permitted Use: The Easement may be used by Grantee for the sole purpose of engaging in agricultural (including forestry) use, construction and land clearing debris disposal, or rural single-family residential purposes to and from Grantee's Property. Grantee shall not obstruct the Easement or interfere with Grantor's or other's use of the BRYNDOG Property and Additional Easement Property. Grantor may install locked gates across the Easement provided that Grantee is provided with keys to the lock.

5. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

6. Reservation of use by Grantor. The Easement is non-exclusive and Grantor reserves to itself, its successors and assigns, the right to utilize the BRYNDOG Property and Additional Easement Property for any purpose, which does not unreasonably interfere with the Grantee's limited use of the BRYNDOG Property and Additional Easement Property. Each party shall use the rights granted and reserved by this Agreement with due regard for the rights of the other party to use and enjoy the BRYNDOG Property and Additional Easement Property.

7. Maintenance. The Easement has heretofore served, and may hereafter continue to serve, as a private road used by Grantor and others in connection with management of adjoining lands. Nothing in the Easement, by expression or implication, shall create in Grantor an obligation to maintain the Easement, and Grantee stipulates and agrees that the Easement is accepted with awareness of such limitations. If Grantee's use of the Easement disrupts or damages any improvements to the Easement not owned by Grantee, Grantee shall cause such damage to be repaired at Grantee's expense.

8. Right to Repair. Grantor has the right, upon fifteen (15) days' prior written notice to Grantee, to perform maintenance or repairs in order to correct certain faulty or defective conditions on the Easement caused by Grantee and that Grantee has failed to use diligent, commercially reasonable efforts to correct. Grantor may submit to Grantee its invoices for the actual costs of such maintenance or repairs, which Grantee shall pay within thirty (30) days of receipt. Any unpaid, uncontested invoices shall bear interest until paid at the maximum rate permitted under the laws of the state of Florida.

If Grantee fails to pay any undisputed invoice within such thirty (30) day period, and such failure continues for an additional ten (10) days after Grantor delivers a second written notice of nonpayment and intent to suspend access rights, then Grantor may declare Grantee to be in default and pursue suspension of Grantee's rights to use the Easement for ingress and egress until all past-due undisputed amounts, together with accrued interest thereon, have been paid in full, whether by agreement, injunction, declaratory relief, or other remedy available at law or in equity; provided, however, that no such suspension shall apply during the pendency of any good-faith written dispute timely raised by Grantee as to the amount claimed to be due, so long as Grantee has paid all undisputed amounts.

9. **Right to Relocate Easement.** Grantor retains the right to widen, improve or alter the carrying capacity of the Easement at its expense. Grantor, within the exercise of this right, may relocate all or any portion of the easement premises, provided it supplies a right-of-way with the width and construction equivalent to that replaced, terminating at or near its former point of connection with Grantee's Property. Grantor may tender a new easement document in connection with such relocation, containing terms substantially as in this grant, and demand a Quitclaim of this grant from Grantee, or its successors in title to the Grantee's property.

10. **Indemnification.** Except to the extent arising from the negligence or willful misconduct of Grantor, Grantee hereby agrees to indemnify, protect, defend, and hold Grantor, its successors and assigns, harmless from and against any and all claims, actions, causes of action, loss, damage (expressly excluding consequential, punitive, or special damages of any kind), liability, injury, cost, or expense of any nature whatsoever arising or resulting from or in caused by Grantee's use of the Easement Area, including, without limitation, reasonable attorneys' and paralegals' fees (whether an action is actually commenced, or, whether incurred before, during or after trial, upon any appellate level, or in any administrative proceeding, mediation, arbitration or proceeding in bankruptcy or insolvency).

11. **Insurance.** Grantee 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 or not less than \$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, with minimum excess or umbrella policy limits of not less than \$1,000,000.00 per occurrence, and Grantor shall be an additional insured under such policy. Grantee shall further maintain adequate worker's compensation insurance at all times during construction activities in the minimum statutory limits required by the state of Florida. Such insurance shall be procured from a company licensed in the state of Florida and shall be rated by Best's Insurance Reports not less than A-/VIII. Such insurance shall provide that it shall not be cancellable without thirty (30) days prior, written notice to additional insureds. Within thirty (30) days upon written request, Grantee shall provide a certificate of such insurance coverage to Grantor.

12. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the BRYNDOG Property, Additional Easement Property, and Grantee's Property.

13. **Benefits, Burdens, and Parties.** All benefits arising under this Agreement shall run with the title to the benefited properties and all burdens arising under this Agreement shall run with the title to the burdened properties, and said benefits shall inure to the benefit of, and said burdens shall bind, Grantee, Grantor, and their respective successors in title to the Easement Area and the Grantee Property. This grant does not create or convey any rights whatsoever to the public to use this easement, nor grant or convey to Grantee, its successors and assigns, any right or capability to dedicate to the public all or any portion of any right of rights in this easement or in the Easement Area. There are no third-party beneficiaries of this Easement.

14. **Entire Agreement.** This Agreement embodies the entire understanding of the parties hereto and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

15. **Litigation.** In the event of litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party, in addition to any damages otherwise due, its reasonable attorneys' fees and experts' fees and costs actually incurred by such prevailing party in such litigation at both the trial and appellate levels.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties, and each of which shall be deemed an original, but all of which together shall constitute one and the same document.

17. **Governing Law.** This Agreement shall be construed under the laws of the State of Florida. Venue for any action involving this Agreement shall lie in Flagler County, Florida.

18. **Construction of Agreement.** This Agreement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Paragraph headings are for convenience only and shall not be deemed a part of this Agreement or considered in construing this Agreement.

19. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power, or remedy conferred hereby, now, or hereafter existing at law, in equity, by statute, or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power, or remedy. All waivers, if any, of any and all of the foregoing rights, powers, or remedies must be in writing.

20. **Time of Essence.** Time is of the essence of each and every covenant of this Agreement.

21. **Captions.** The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

22. **Severability.** The validity of any one of the covenants, agreements, conditions or provisions of this Agreement, or any one of the covenants, agreements, conditions or provisions of this Agreement, or any portion thereof, shall not affect the remaining portions thereof or any part thereof and this Agreement shall be construed as if such agreements, conditions or provisions had not been inserted herein.

23. **NOTICE.** Any notice required hereunder shall be given in writing and shall be sent by any of the following means: (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail;

(iv) registered or certified mail, return receipt requested or (v) deposited into a recognized overnight courier service to the parties hereto:

GRANTEE: LCD OF FLAGLER, INC
3351 S US Highway 1
Bunnell, FL 32110
Attn: Brad Ross
Email: rossexcl@gmail.com

With a copy to: Timothy J. Conner
Conner Law, PA
4488 N Ocean Shore Blvd
Palm Coast, FL 32137-2220
PHONE: (386) 445-9322
FAX: (386) 446-4951
E-Mail: tjconner@connerlawpa.com

GRANTOR: BYRND OG PCP, LLC
145 City Place Suite 300B
Palm Coast, FL 32164
Attn: Jeffrey R. Douglas
Email: jeff@douglaspd.com

With a copy to: Michael D. Chiumento III
Chiumento Law PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164
PHONE: (386) 445-8900
FAX: (386) 445-6702
E-Mail: michael3@legalteamforlife.com

GRANTOR: PCP BORROW PIT 2022, LLC
145 City Place Suite 300B
Palm Coast, FL 32164
Attn: Jeffrey R. Douglas
Email: jeff@douglaspd.com

With a copy to: Michael D. Chiumento III
Chiumento Law PLLC.
145 City Place, Suite 301
Palm Coast, FL 32164
PHONE: (386) 445-8900
FAX: (386) 445-6702
E-Mail: michael3@legalteamforlife.com

Each party may change its address as set forth herein by providing written notice of such change to the other parties hereto.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Agreement on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

BYRNDOG PCP, LLC, a Florida Limited
Liability Corporation

By: Douglas Property & Development, Inc.,
Authorized Member

By: _____
Name: Jeffrey R. Douglas
Title: President

Print Name: Cynthia M. Rich

Address: 1546 North US 1
Sebastian, FL 32958

Print Name: Jessica M. Rich

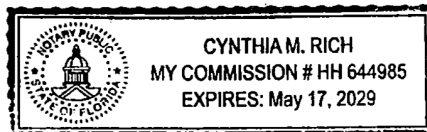
Address: 1546 North US 1
Sebastian, FL 32958

STATE OF Florida

COUNTY OF Indian River

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, on April 13, 2026 by Jeffrey R. Douglas, President of Douglas Property & Development, Inc., Authorized Member of BYRNDOG PCP, LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or produced DA as identification.

Print name: Cynthia M. Rich
Notary Public, State of _____



IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Agreement on the date first above written.

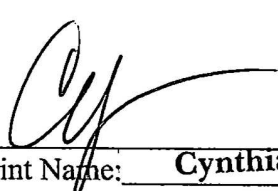
Signed, sealed and delivered
in the presence of:

GRANTOR:

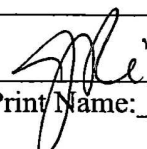
PCP BORROW PIT 2022, LLC, a Florida
Limited Liability Corporation

By: Douglas Property & Development, Inc.,
Authorized Member

By: _____
Name: Jeffrey R. Douglas
Title: President


Print Name: Cynthia M. Rich

Address: 1546 North US 1
Sebastian, FL 32958

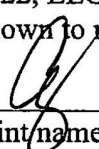

Print Name: Jessica M. Rich

Address: 1546 North US 1
Sebastian, FL 32958

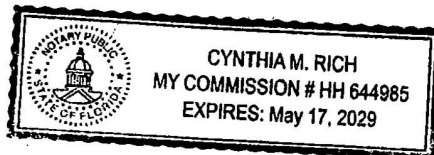
STATE OF Florida

COUNTY OF Indian River

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, on April 13, 2026 by Jeffrey R. Douglas, President of Douglas Property & Development, Inc., Authorized Member of PCP BORROW PIT 2022, LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or produced DR as identification.


Print name: Cynthia M. Rich

Notary Public, State of _____



IN WITNESS WHEREOF, the Grantor and Grantee have executed this Easement Agreement on the date first above written.

Signed, sealed and delivered
in the presence of:

GRANTEE:

LCD OF FLAGLER, INC.,
a Florida Corporation

Cheryl Horn
Print Name: Cheryl Horn

By: [Signature]
Name: Brad Ross
Title: President

Address: 3 Wood Ash Ln
Palm Coast, FL 32164

Mark Delong
Print Name: Mark Delong

Address: 676 S. Yonge St.
Ormond Beach, FL 32174

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, on April 9, 2026 by Brad Ross, as President of LCD OF FLAGLER, INC., a Florida Corporation, on behalf of the corporation. He is personally known to me or produced _____ as identification.

[Signature]
Print name: Natasja Brant
Notary Public, State of Florida



NATASJA BRANT
Notary Public
State of Florida
Comm# HH690082
Expires 7/31/2029

EXHIBIT “A”

[illegible]

THESE RESULTS WERE OBTAINED BY USING THE FOLLOWING DATA:

GENERAL NOTES

- [illegible]

2. CLIMATE RISK IS A MAJOR CLIMATE RISK TO THE

LEADS
O-CENTRAL AMBL
B-FOUR
I-MAC LITER
O-COOP BEARING
O-COOP CRUISE
DE - O-COOP BEARING BACK
NOTES: O-COOP BEARING BACK

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS, L.L.P.
2121 UNIVERSITY DRIVE • TALLAHASSEE, FLORIDA • 32317 • PHONE (904) 750-8779
FEDERAL COUNTY TRACT NO. 14000, PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 82

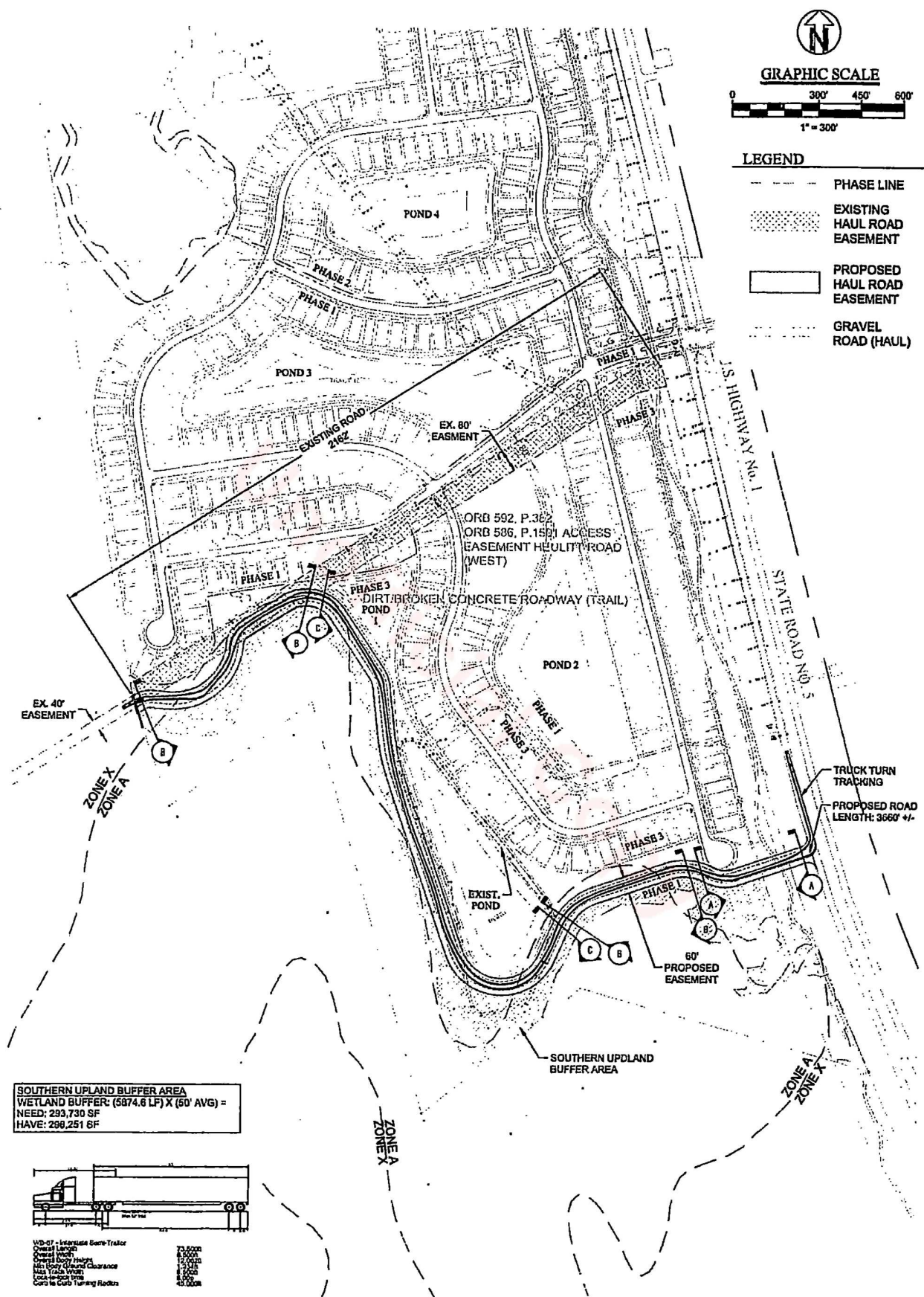


EXHIBIT “B”

Exhibit "A"
The Additional Easement Property

MAP SHOWING SKETCH & LEGAL DESCRIPTION OF

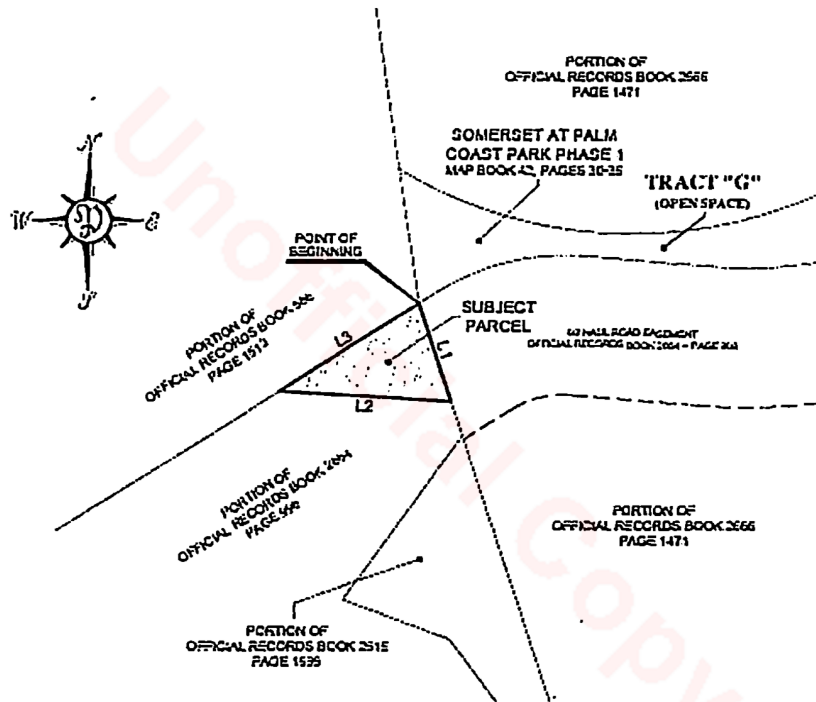
INGRESS/ EGRESS EASEMENT

A PORTION OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "G", SOMERSET AT PALM COAST PARK PHASE 1, AS RECORDED ON THE PLAT THEREOF RECORDED IN MAP BOOK 42, PAGES 30 THROUGH 35 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S18°46'47"E, ALONG THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2666, PAGE 1471 OF SAID PUBLIC RECORDS, A DISTANCE OF 44.50 FEET; THENCE N36°44'03"W, DEPARTING SAID WEST LINE, A DISTANCE OF 73.20 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 596, PAGE 1513 OF SAID PUBLIC RECORDS; THENCE N57°08'07"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 69.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

CERTIFIED TO: KB HOME JACKSONVILLE LLC



GENERAL NOTES:

- (1) EASMENTS SHOWN HEREON ARE BASED ON THE SURVEY LINE OF THE SUBJECT PARCEL, AS SHOWN HEREON.
- (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, EASEMENTS, RESTRICTIONS.
- (3) THIS SKETCH DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- (4) IF IN THE FUTURE THE PROPERTY IS TO BE TRANSFERRED FROM / TO, THE MAP STATUS FOR THE LIFE OF THE LOAN ON THE PROPERTY SHOWN HEREON. SURVEYOR HEREON WILL CHARGE FOR ADDITIONAL FEE.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	44.50	S18°46'47"E
L2	73.20	N36°44'03"W
L3	69.96	N57°08'07"E

PERRET AND ASSOCIATES, INC.

1454 MONTELEONE ROAD JACKSONVILLE FLORIDA 32202 - (904) 825-0130 - FAX (904) 825-0131

LEGEND

- # 12 PLANT LSP (LAWN/PLANT)
- # 13 PLANT LSP (TERRACE)
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SCALE 1"=50'

08-07-2024

DATE OF SKETCH



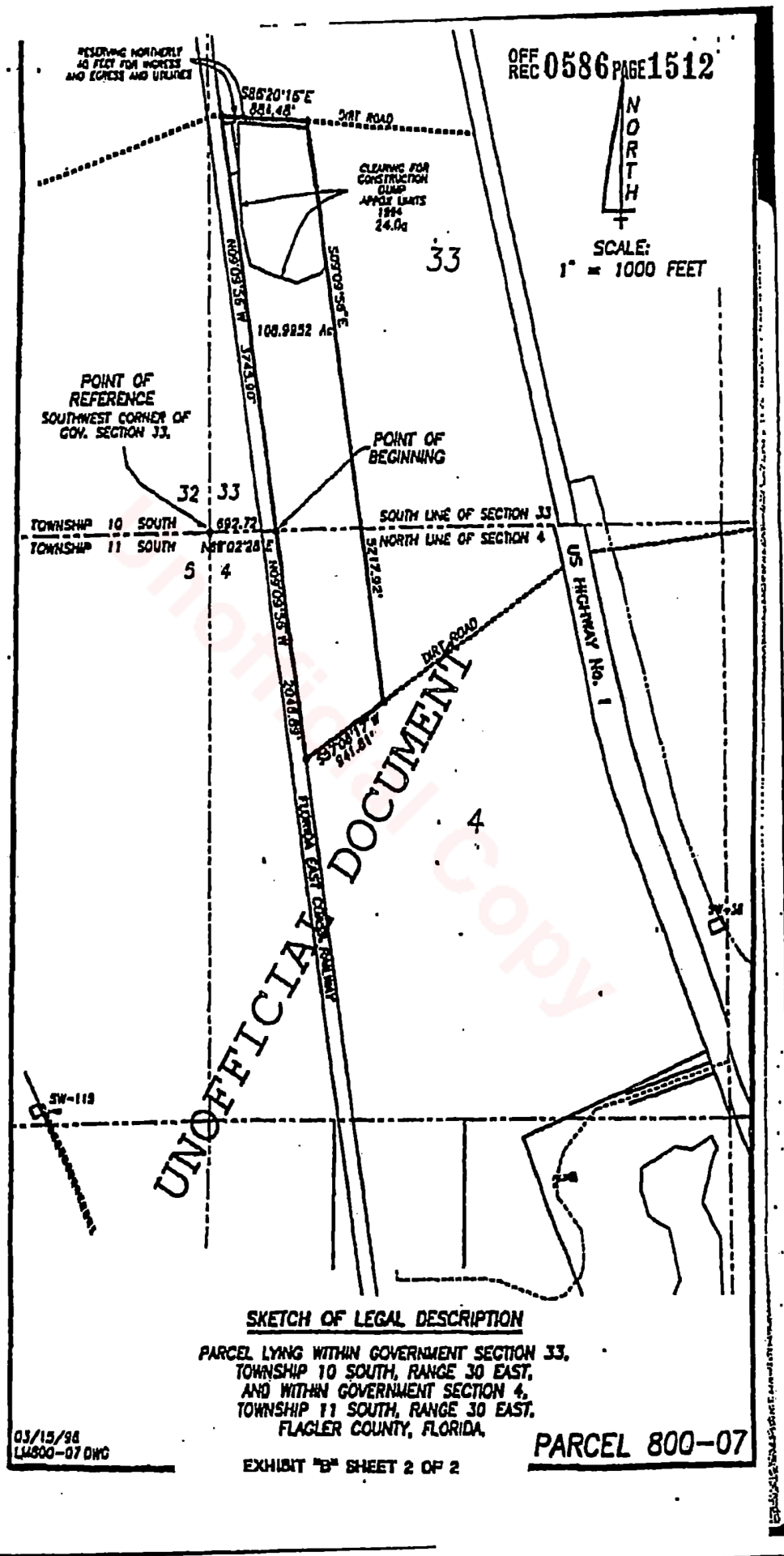
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NATHAN P. PERRET, FLA. CERT. NO. 6900



LB - 6715

EXHIBIT “C”



The following Legal Description prepared by Clyde W. Romsch, Palm Coast Engineering and Design Services, Inc. 1 Corporate Drive, Palm Coast, Florida.

Date; March 15, 1996.

OFF REC 0586 PAGE 1511

Parcel 800.07

DESCRIPTION:

A parcel of land lying West of U.S. Highway No. 1 in Government Section 33, Township 10 South, Range 30 East, and within Government Section 4, Township 11 South, Range 30 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF REFERENCE being the southwest corner of said Government Section 33, thence North $89^{\circ}02'28''$ East along the South Line of Section 33 a distance of 692.72 feet to a point on the East right-of-way line of the Florida East Coast Railway (150' R/W) said point being the POINT OF BEGINNING of this description, thence North $09^{\circ}09'56''$ West along said East right-of-way line a distance of 3745.90 feet, thence departing said right-of-way South $86^{\circ}20'16''$ East a distance of 224.42 feet, thence South $09^{\circ}09'56''$ East a distance of 5217.92 feet, thence South $57^{\circ}08'17''$ West a distance of 941.81 feet to a point on the East right-of-way line of the Florida East Coast Railway, thence North $09^{\circ}09'56''$ West along said right-of-way a distance of 2046.89 feet to the POINT OF BEGINNING.

Parcel containing 108.9952 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the South line of the southwest Quarter (1/4) of Government Section 33, Township 10 South, Range 30 East, being North $89^{\circ}02'28''$ East.

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