This instrument was prepared by and after recording shall be returned to: Nassau County Attorney's Office 96135 Nassau Place, Suite 6 Yulee, FL 32097 Inst: 202545026287 Date: 08/28/2025 Time: 9:42AM Page 1 of 17 B: 2812 P: 194, Doc Type: EAS Mitch L. Keiter, Clerk of Court, Nassau County, By: NW, Deputy Clerk Doc Stamp-Deed: 0.70

CS-24-522

EASEMENT AGREEMENT

Parcel ID No. 14-2N-28-0000-0009-0010 (Maintained by Nassau County Property Appraiser)

This EASEMENT AGREEMENT ("<u>Agreement</u>"), dated as of the 25th day of July, 2025 (the "<u>Effective Date</u>"), is entered into by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the state of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("<u>Grantor</u>"), and **Florida Public Utilities Company**, a Florida corporation, having an address of 780 Amelia Island Parkway, Fernandina Beach, Florida 32034 ("Grantee").

RECITALS

- A. Grantor is the fee owner of certain real property located in Fernandina Beach,
 Nassau County, Florida, at 5390 First Coast Highway, commonly known as Parcel ID
 No. 14-2N-28-0000-0009-0010 (the "County Property").
- B. Grantor, through its water and sewer utility, Nassau-Amelia Utilities, operates a water and wastewater treatment facility on the County Property.
- C. Grantee is the fee owner of certain real property located adjacent to the County Property in the City of Fernandina Beach, Nassau County, Florida, at 5340 First Coast Highway, commonly known as Parcel ID Nos. 14-2N-28-0000-0009-0020 and 14-2N-28-0000-0009-0030 (the "FPU Property").
- D. Grantee operates an electrical substation on the FPU Property and seeks an easement over the County Property in order to expand and upgrade its existing substation by constructing the improvements described in Section 1 of this Agreement (the "Improvements").
- E. Grantor is willing to grant to Grantee, and Grantee is willing to receive from Grantor, an easement over portions of the County Property as further described below and subject to the restrictions contained herein.

NOW, THEREFORE, in consideration of the payment of \$10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

- 1. **Grant of Easement**. Grantor hereby grants to Grantee, its successors, and assigns the following:
 - a. A perpetual, nonexclusive easement on, over, across, and through the land described in **Exhibit A**, attached hereto and made a part hereof (the "Access Easement Area"), for the purpose of constructing and paving a replacement driveway and new driveway improvements as described in Section 4 below (subject to the County's specifications and written approval, which approval will not be unreasonably withheld, conditioned or delayed), performing the maintenance required of Grantee in Section 4 below, and accessing the FPU Property and Improvements;
 - b. A perpetual, nonexclusive easement on, over, across, under, and through the land described in **Exhibit B**, attached hereto and made a part hereof (the "Electric Distribution Easement Area"), for the purpose of constructing, operating, maintaining, reconstructing, or improving overhead and/or underground electric utility facilities and related improvements:
 - c. A perpetual, nonexclusive easement on, over, across, under, and through the land described in **Exhibit C**, attached hereto and made a part hereof (the "<u>Electric Grid Easement Area</u>"), for the purpose of constructing, operating, maintaining, reconstructing, or improving a grounding grid, including a stone surface course and related improvements.

The easement areas described in **Exhibits A, B, and C** are referred to collectively as the "<u>Easement Areas</u>," and the perpetual, nonexclusive easements described above are referred to collectively as the "<u>Easements</u>."

- 2. <u>Covenants Running with the Land</u>. The parties to this Agreement hereby acknowledge and agree that the Easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- 3. Additional Rights. Grantor also allows, permits, authorizes, and grants to Grantee the following:
 - a. The right to patrol, inspect, alter, improve, repair, rebuild, relocate, or remove the Improvements, provided that any such activity (including relocation) must be within the Easement Areas, and further provided that Grantee repair the Easement Areas in accordance with Section 8 herein; and
 - b. The right to remove from the Easement Area any trees, limbs, undergrowth, or other vegetation that endanger or interfere with the safe and efficient installation, operation, or maintenance of the Improvements, subject to advance written approval by the County prior to any such removal, which approval shall not be unreasonably withheld, conditioned or delayed; and
 - c. The right to relocate other utility improvements located within the Easement Areas (including any operated by the County), subject to advance written approval by the County, and provided that Grantee shall ensure that any applicable utility service is not unreasonably interrupted.

- d. A temporary non-exclusive easement over such other portions of the County Property, not extending further than 10 feet from the boundary of any Easement Areas, as may be reasonably necessary for the installation of the Improvements, provided that such temporary non-exclusive easement shall not unreasonably interfere with any operations or activities on the County Property.
- 4. Rights and Responsibilities for Access Easement Area. Grantee shall construct a replacement driveway within the currently paved areas of the Access Easement Area and new driveway improvements in the area of the Access Easement Area shown as the "New Substation Southern Access" on Exhibit D attached hereto and made a part hereof. Grantee agrees to maintain in good condition and repair any driveway improvements within the portion of the Access Easement Area identified as the "New Substation Southern Access" as depicted on Exhibit D. Grantee may install fencing and a gate within said "New Substation Southern Access," provided that such facilities are approved in writing by the County, which approval will not be unreasonably withheld, conditioned or delayed. Grantor agrees to maintain in good condition and repair any driveway improvements now or hereafter located within the Access Easement Area outside of the "New Substation Southern Access" as depicted on Exhibit D.
- 5. **Plans**. Upon Grantor's request, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Easement Areas.
- 6. <u>Lien-Free Construction</u>. Grantee agrees that all Improvements shall be completed at Grantee's sole cost and expense. Grantee shall bear and promptly pay, without the imposition of any lien or charge on or against all or any portion of the County Property, all costs and expenses incurred in connection with the construction and maintenance of the Improvements.
- 7. <u>Compliance with Laws</u>. Grantee shall obtain, at its sole cost and expense, all permits required for the Improvements ("<u>Permits</u>"). Grantee shall construct the Improvements in a good and workmanlike manner and in compliance with the Permits and all applicable laws, ordinances, rules, and regulations.
- Maintenance and Repair. Except as provided in Section 4 herein, Grantee shall maintain and repair the Improvements within the Easement Areas at its sole cost and expense. If the surface of any portion of the Easement Areas are disturbed by Grantee's exercise of any of its rights under this Agreement (other than such areas containing Improvements), such area shall be restored to substantially the same or better condition in which it existed as of the commencement of such activity. If Grantee fails to maintain or repair the Improvements within the Easement Areas as required by this Section, then after providing written notice to Grantee that Grantor intends to maintain or repair such improvements and Grantee's failure to perform such maintenance or repair within thirty (30) days from receipt of such written notice, Grantor shall have the right, but not the obligation, to perform said maintenance and repair at the sole cost and expense of Grantee. All costs of such maintenance or repair shall be due and payable to Grantor by Grantee on demand.
- 9. Reservation of Rights. Grantor reserves all right, title, and interest in and to the Easement Areas that may be used and enjoyed without interfering with or adversely affecting the rights conveyed by this Agreement.

- 10. **Grantor Not Liable**. In no event shall Grantor be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area, whether or not it is insured, except to the extent caused by the gross negligence or willful misconduct of Grantor or its agents, contractors or subcontractors or its or their employees, and only as subject to Florida Statute Section 768.28 (to the extent applicable to Grantor).
- 11. <u>Liability After Transfer of Ownership</u>. Grantor, Grantee, and their respective successors and assigns, after conveyance of its interest in the County Property or the FPU Property (as applicable) to a third party, shall not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other provisions of this Agreement, which run with both the County Property and the FPU Property.
- 12. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of access to, or use of the Easement Areas by Grantee, its tenants, occupants, agents, contractors, employees, customers, and/or invitees, except to the extent caused by the gross negligence or willful misconduct of Grantor or its agents, contractors or subcontractors or its or their employees, and only as subject to Florida Statute Section 768.28 (to the extent applicable to Grantor). If Grantee's interest under this Agreement is assumed in the future by any entity having sovereign immunity, then nothing in this Agreement shall be deemed a waiver of the limitations of liability beyond the waiver set forth in Florida Statute Section 768.28.
- 13. Notice. All notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth above, by one of the following methods:
 (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) registered U.S. Mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service. Any party may change its address for purposes of this Section by giving written notice as provided in this Section.
- 14. Counterparts; Amendments. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns.
- 15. **Governing Law; Venue**. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws principles. Any and all litigation arising under this Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation required or held pursuant to litigation shall occur in Nassau County, Florida.
- 16. **Partial Invalidity**. In the event that any provision hereof is determined to be invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or render unenforceable the remaining provisions of this Agreement, all of which shall continue to be in full force and effect.

- 17. Recording the Agreement. The parties agree that this Agreement shall be recorded in the public records of Nassau County, Florida.
- 18. <u>Headings</u>. Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the provisions of this Agreement.
- 19. <u>Further Assurances</u>. Each party agrees to do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to carry out the intent and purposes of this Agreement, so long as any of the foregoing do not materially increase any party's obligations hereunder or materially decrease any party's rights hereunder.

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GRANTOR

BOARD OF COUNTY COMMISSIONERS

| | OF NASSAU COUNTY, FLORIDA |
|--|---|
| Signed, sealed and delivered in the presence of: | A.M. "HUPP" HUPPMANN |
| Witness. Wether VV | Its: CHAIRMAN |
| Print: Heather Nazwora | |
| Address: 710347 Veterans Way Yulee, FL 32097 | |
| Witness: <u>ClynatDaMooru</u> | |
| Print: Elizabeth Moore | |
| Address: 96135 Nassau Place Yulce, FL 32097 | |
| STATE OF FLORIDA COUNTY OF NASSAU | |
| The foregoing instrument was acknowledge or □ online notarization, this 28th day of \(\) \(\) \(\) \(\) \(\) \(\) \(\) as Chair for the Board of County Commissioners of known to me or who □ has produced | ed before me by means of ☑ physical presence , 2025, by A.M. "HUPP" HUPPMANN of Nassau County, Florida, who □ is personally as identification. |
| HEATHER NAZWORTH Nolary Public, State of Florida My Corner. Expires December 28, 2025 Commission No. HH 212240 | Print Name <u>Heather Nazwofth</u> Notary Public, State of Florida Commission # H H2 2240 My Commission Expires: 12-28-25 |

GRANTEE

FLORIDA PUBLIC UTILITIES COMPANY Signed, sealed and delivered in the presence of: Name: Will Haffecke Its: AVP Florida Operations Witness: " Print: Mike Salassa Address: 208 Wildlight Ave Yulee, FL 32097 Print: Tina Barrington Address: 208 Wildlight Ave Yulee, FL 32097 STATE OF FLORIDA COUNTY OF NASSAU The foregoing instrument was acknowledged before me by means of D physical presence or Online notarization, this day of July, 2021, by Will Hattacket, as for Florida Public Utilities Company, who dis personally known to me as identification. or who □ has produced Print Name Chaistine Mintor

Notary Public, State of Florida Commission #### 160135

My Commission Expires: August 23

EXHIBIT A

Access Easement Area

DESCRIPTION:

For a **POINT OF COMMENCEMENT, COMMENCE** at the Southwest Corner of the lands described in Official Records Book 1839, Page 1508, thence with a bearing of South 02°25'04" West, along the Easterly Right-of-Way line of STATE ROAD No. 105, also known as "A1A", being the same right-of-way referred to as FIRST COAST HIGHWAY, a 200' Public Right-of-Way as currently established, a distance of 21.93 feet to the **POINT OF BEGINNING**.

From the **POINT OF BEGINNING**, thence with a bearing of South 86°12'37" East a distance of 54.21 feet; thence with a bearing of South 87°22'13" East, to the beginning of a curve, a distance of 46.18 feet; thence northeasterly, with an arc of a non-tangent curve, said curve having a radius of 59.58 feet, through a central angle of 56°54'45", an arc length of 59.18 feet to a point on said curve, said arc and being subtended by a chord bearing and distance of North 59°44'02" East, 56.78; thence with a bearing of North 30°08'04" East a distance of 47.48 feet; thence with a bearing of North 27°10'34" East a distance of 70.12 feet; thence with a bearing of North 06°12'42" West a distance of 27.13 feet; thence with a bearing of North 42°01'56" West a distance of 7.19 feet; thence with a bearing of North 27°53'14" East a distance of 18.23 feet; thence with a bearing of South 41°26'25" East a distance of 13.91 feet; thence with a bearing of North 68°23'39" East a distance of 15.59 feet; thence with a bearing of North 35°49'15" East a distance of 29.96 feet; thence with a bearing of South 39°53'10" East a distance of 22.11 feet; thence with a bearing of South 44°52'54" East a distance of 20.78 feet; thence southerly, with an arc of a non-tangent curve, said curve having a radius of 43.40 feet, through a central angle of 70°54'48", an arc length of 53.71 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 09°33'35" East, 50.35 feet; thence with a bearing of South 25°51'24" West a distance of 37.86 feet; thence southwesterly, with an arc of a non-tangent curve, said curve having a radius of 62.32 feet through a central angle of 63°41'53", an arc length of 69.28 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 60°48'26" West, 65.77; thence with a bearing of South 86°34'13" West a distance of 28.99 feet; thence with a bearing of South 29°19'23" West a distance of 36.81 feet; thence southwesterly, with an arc of a non-tangent curve, said curve having a radius of 76.21 feet, through a central angle of 63°10'24", an arc length of 84.02 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 64°03'08" West, 79.83 feet; thence with a bearing of North 86°51'26" West a distance of 92.52 feet; thence with a bearing of North 02°25'04" East a distance of 16.80 feet to the **POINT OF BEGINNING**. Containing 13,985 square feet or 0.32 acres, more or less.

Less and Except those lands described as follows

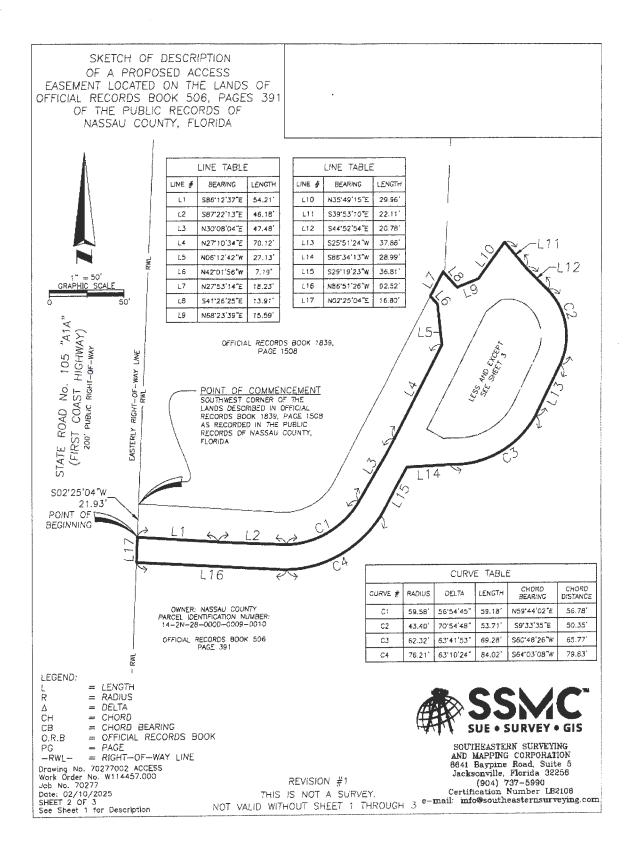
For a **POINT OF COMMENCEMENT, COMMENCE** at the Southwest Corner of the lands described in Official Records Book 1839, Page 1508, thence with a bearing of South 02°25'04" West, along the Easterly Right-of-Way line of STATE ROAD No. 105, also known as "A1A", being the same right-of-way referred to as FIRST COAST HIGHWAY, a 200' Public Right-of-Way as currently established, a distance of 21.93 feet; thence with a bearing of South 86°12'37" East a distance of 54.21 feet; thence with a bearing of South 87°22'13" East a distance of 46.18 feet; thence northeasterly, with an arc of a non-tangent curve, said curve having a radius of 59.58 feet through a central angle of 56°54'45", an arc length of 59.18 feet to a point on said curve, said arc being subtended by a chord

bearing and distance of North 59°44'02" East, 56.78 feet; thence with a bearing of North 30°08'04" East a distance of 47.48 feet; thence with a bearing of North 27°10'34" East a distance of 15.65 feet; thence with a bearing of South 62°49'26" East a distance of 16.51 feet to the **POINT OF BEGINNING**.

From the **POINT OF BEGINNING**, thence with a bearing of North 28°06'16" East a distance of 8.06 feet; thence with a bearing of North 27°00'28" East a distance of 79.43 feet; thence with a bearing of North 51°53'22" East a distance of 12.38 feet; thence easterly, with an arc of a non-tangent curve, said curve having a radius of 20.92 feet, through a central angle of 70°25'27", an arc length of 25.71 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 68°19'14" East, 24.12 feet; thence southerly, with an arc of a non-tangent curve, said curve having a radius of 26.14 feet, through a central angle of 61°08'13", an arc length of 27.89 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 04°30'01" East, 26.59 feet; thence with a bearing of South 25°51'24" West a distance of 37.86 feet; thence southwesterly, with an arc of a non-tangent curve, said curve having a radius of 41.41 feet, through a central angle of 57°46'09", an arc length of 41.76 feet on said curve, said arc being subtended by a chord bearing and distance of South 56°45'28" West, 40.01 feet; thence with a bearing of South 88°36'39" West a distance of 12.98 feet; thence with a bearing of North 60°50'12" West a distance of 12.77 feet to the **POINT OF BEGINNING**.

Containing 3,956 square feet or 0.09 acres, more or less.

The access easement thus described contains a total of 10029 Square Feet or 0.23 Acres, more or less.



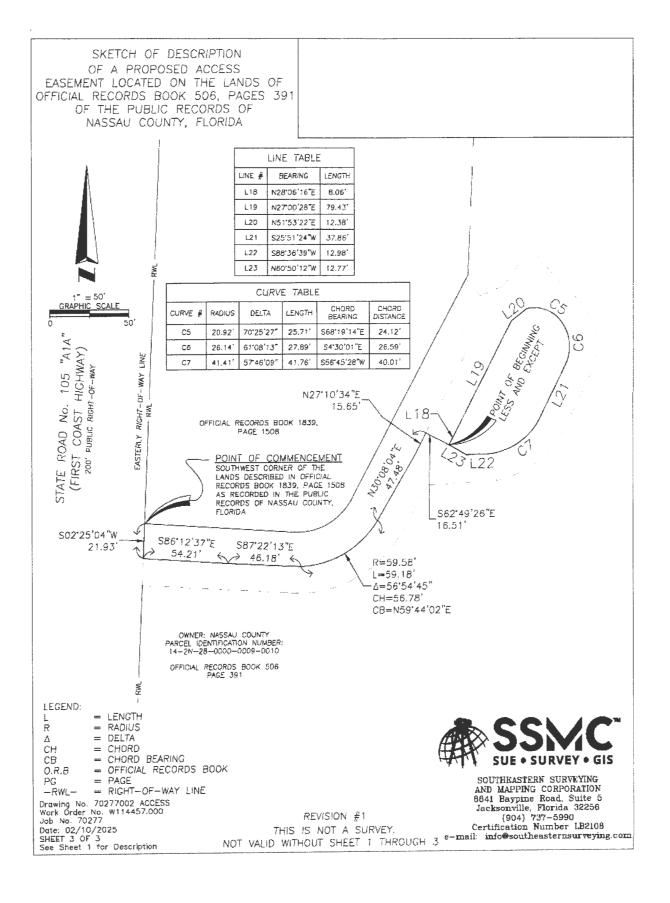


EXHIBIT B

Electric Distribution Easement Area

DESCRIPTION:

A portion of the lands described in Official Records Book 506, Page 391 as recorded in the Public Records of Nassau County, Florida, being more particularly described as follows;

For a **POINT OF COMMENCEMENT, COMMENCE** at the Southwest Corner of the lands described in Official Records Book 1839, Page 1508 as recorded in said county, said corner also being a point on the Easterly Right-of-Way line of STATE ROAD No. 105, also known as "A1A", being the same right-of-way referred to as FIRST COAST HIGHWAY, a 200' Public Right-of-Way as currently established, thence South 86°21'31" East, departing said Right-of-Way line along the Southerly line of the aforementioned lands, a distance of 94.98 feet to the beginning of a curve heading northeasterly, with an arc of a non-tangent curve, through a central angle of 65°51'44", an arc length of 44.83 feet, said arc being subtended by a chord bearing and distance of North 60°50'58" East, 42.40 feet; thence North 27°53'14" East a distance of 159.25 feet; thence North 02°25'04" East, along the Easterly line of the lands aforementioned, a distance of 48.54 feet to the **POINT OF BEGINNING**.

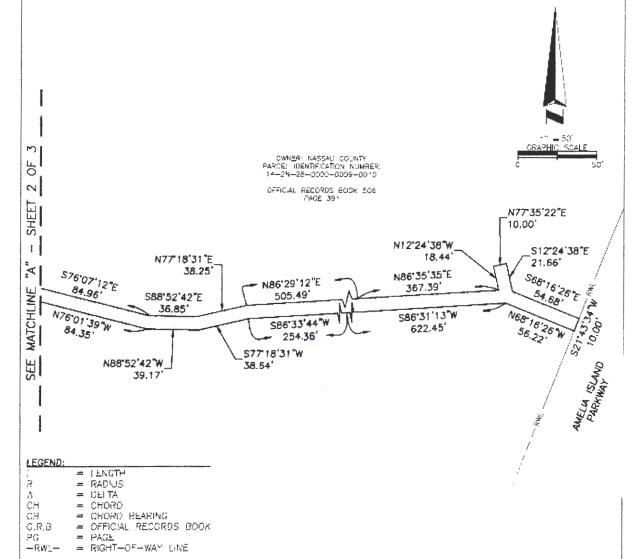
From the **POINT OF BEGINNING** follow the next Twenty-Two (22) Courses:

thence North 02°25'04" East, a distance of 23.82 feet; thence South 83°02'14" East a distance of 148.50 feet; thence South 76°07'12" East a distance of 84.96 feet; thence South 88°52'42" East a distance of 36.85 feet; thence North 77°18'31" East a distance of 38.25 feet; thence North 86°29'12" East a distance of 505.49 feet; thence North 86°35'35" East a distance of 367.39 feet; thence North 12°24'38" West a distance of 18.44 feet; thence North 77°35'22" East a distance of 10.00 feet; thence South 12°24'38" East a distance of 21.66 feet; thence South 68°16'26" East a distance of 54.68 feet; thence South 21°43'34" West a distance of 10.00 feet; thence North 68°16'26" West a distance of 56.22 feet; thence South 86°31'13" West a distance of 622.45 feet; thence South 86°33'44" West a distance of 254.36 feet; thence South 77°18'31" West a distance of 38.64 feet; thence North 88°52'42" West a distance of 39.17 feet; thence North 76°01'39" West a distance of 84.35 feet; thence North 83°09'04" West a distance of 121.35 feet; thence South 02°05'46" West a distance of 11.27 feet; thence North 87°54'14" West a distance of 26.86 feet to the **POINT OF BEGINNING**.

Containing 13,233 square feet or 0.30 acres, more or less.

SKETCH OF DESCRIPTION OF A PROPOSED VARIABLE WIDTH EASEMENT LOCATED ON THE LANDS OF OFFICIAL RECORDS BOOK 506, PAGES 391 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA CMNER: FLORIDA PUBLIC LTLTES CO OWNER NASSAU COUNTY PARCEL IDENTIFICATION NUMBER: 14-2N-28-0000-0009-0010 PARCEL IDENTIFICATION NUMBER: 14-28-28-0000-0009-0020 OFFICIAL RECORDS BOOK DOS PAGE 39! GFROME RECORDS SOOK 189 PAGE 340 SCALE 필증 MATCHL HEET 2 SHEET \$83'02'14"E 148.50 N02"25'04"E STATE ROAD No. 105 "A1A" (FIRST COAST HIGHWAY) 200' PUBIN ROAD-SF-WAY 23.82 N83'09'04"W 121.35 POINT OF BEGINNING S02"05'46"W NC2*25*04*E 48.54* ALONG THE EASTERLY LINE OF 0.8.9, 1939, PC 1508* 11,27 N87'54'14"W FUBLIC RECORDS OF NASSAU COUNTY, FL 26.86 歪 LEGEND: LENGTH POINT OF COMMENCEMENT SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1839, PAGE 1008 AS RECORDED IN THE PUBLIC RECORDS OF MASSAU COUNTY, FLORDA = RADIUS A CH CB C,R,B = DELTA = ChORD CHORD BEARING _ = OFFICIAL RECORDS BOOK = PAGE 20 = RIGHT-OF-WAY LINE -RWL-R=39.00° __44.83 \$56'71'51"£ **4-65**'51'44' 94.981 GH=42.40° SUE . SURVEY . GIS CB=N60'50'58'E SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8641 Baypine Road Stute 5 Jacksonville, Florida 32256 (804) 737-5990 Certification Number LB2108 Drawing No. 70277004 DIST Work Order No. W114457.000 Job No. J070277 Date: 2/11/2025 SHEET 2 OF 3 See Sheet 1 for Description THIS IS NOT A SURVEY. NOT VALID WITHOUT SHEET I TAROUGH 3 c-mail info@southeasternsurveying.com

SKETCH OF DESCRIPTION OF A PROPOSED VARIABLE WIDTH EASEMENT LOCATED ON THE LANDS OF OFFICIAL RECORDS BOOK 506, PAGES 391 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA



Drawing No. 70277304 DIST Work Order No. W114457.000 Lab No. J070277 Date. 2/11/2025 SHEET 3 OF 3 See Sheet 1 for Description

AND MAPPING CORPORATION 8641 Baypine Road, Suite 5 Jacksonville, Florida 32256 THIS IS NOT ATSURVEY. Gertification Number IM2108

NOT VALID WITHOUT SHEET I THROUGH 3 **Committee info@southeasternsurveying.com**

SOUTHEASTERN SURVEYING

EXHIBIT C

Electric Grid Easement Area

DESCRIPTION:

A portion of the lands described in Official Records Book 506, Page 391 as recorded in the Public Records of Nassau County, Florida, being more particularly described as follows;

For a **POINT OF COMMENCEMENT, COMMENCE** at the Southwest Corner of the lands described in Official Records Book 1839, Page 1508 as recorded in said county, said corner also being a point on the Easterly Right-of-Way line of STATE ROAD No. 105, also known as "A1A", being the same right-of-way referred to as FIRST COAST HIGHWAY, a 200' Public Right-of-Way as currently established, thence South 86°21'31" East, departing said Right-of-Way line along the Southerly line of the aforementioned lands, a distance of 94.98 feet to the beginning of a curve heading northeasterly, with an arc of a non-tangent curve, through a central angle of 65°51'44", an arc length of 44.83 feet, said arc being subtended by a chord bearing and distance of North 60°50'58" East, 42.40 feet; thence North 27°53'14" East a distance of 154.36 feet to the **POINT OF BEGINNING**. From the **POINT OF BEGINNING** thence South 41°11'06" East a distance of 11.26 feet; thence North 48°49'32" East a distance of 5.00 feet; thence North 25°44'14" West a distance of 9.08 feet; thence North 02°25'03" East a distance of 234.99 feet; thence North 87°35'13" West a distance of 5.00 feet; thence South 02°25'04" West a distance of 233.86 feet; thence South 27°53'14" West a distance of 4.90 feet to the **POINT OF BEGINNING**.

Containing 1,248 square feet, more or less.

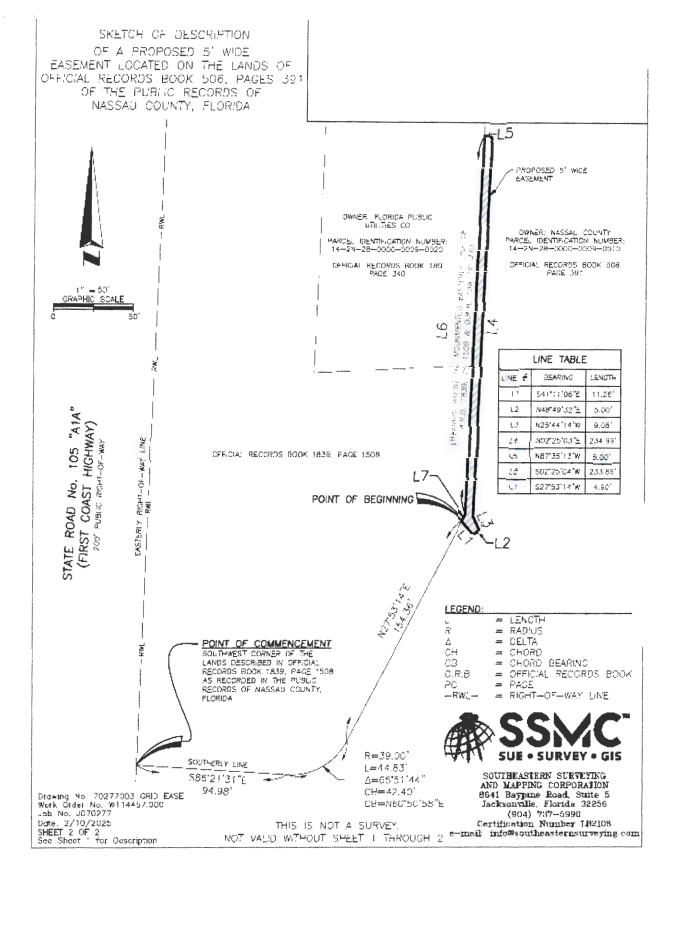


EXHIBIT D

Map of Improvements within Access Easement Area

