

15450
This Instrument Prepared by and Return To:
W. James Gooding III
Gilligan, King, Gooding & Gifford, P.A.
1531 SE 36th Avenue
Ocala, FL. 34471

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 08/01/2006 03:51:15 PM
FILE #: 2006123495 OR BK 04520 PGS 0070-0087
RECORDING FEES 154.50

AGREEMENT CONCERNING EASEMENTS

THIS AGREEMENT is entered into effective July 18, 2006, between International Associates Development Corp., a Florida corporation ("International Associates"), LPA, Inc., a Florida corporation ("LPA"), Palm Cay Homeowners Association, Inc., a Florida not for profit corporation ("Association"), and Whisperwood of Marion County Inc., a Florida corporation ("Whisperwood").

WHEREAS:

- A. International Associates owns certain real property (referred to below as the "International Associates Property") in Marion County, Florida.
- B. The International Associates Property is encumbered by Existing Easements (referred to below as the "Existing Easements") currently held by LPA and Whisperwood.
- C. The parties desire to enter into this Agreement concerning the Existing Easements and other matters as set forth below.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the exchange of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto agree as follows:

- 1. **Definitions.** For purposes of this Agreement, the following terms have the following definitions:
 - 1.1. *Declaration of Covenants* – Declaration of Covenants and Restrictions of Palm Cay as recorded in O.R. Book 1386, page 357, and as amended and extended pursuant to instruments recorded in O.R. Book 1430, page 1541, O.R. Book 1538, page 1848, O.R. Book 1714, page 1317, O.R. Book 2343, page 1841, O.R. Book 2676, page 503, and O.R. Book 2703, page 527, all of the Public Records of Marion County, Florida.
 - 1.2. *DRA* – The drainage retention area depicted as "DRA #9" on the Plat of Palm Cay as recorded in Plat Book Y, page 49 of the Public Records of Marion County, Florida.
 - 1.3. *Existing Easements* – Collectively, the easements arising under the Grant of Easements (as defined below).
 - 1.4. *Grant of Easements* – Collectively, the following instruments (defined as follows):

- 1.4.1. *Venture Associates Grant of Easement* – Collectively, the instruments recorded in OR Book 1386, page 325 and OR Book 1386, page 332, Public Records of Marion County, Florida; and
 - 1.4.2. *Whisperwood Grant of Easements* – Collectively, the instruments recorded in OR Book 1339, page 158 and OR Book 1386, page 347, Public Records of Marion County, Florida.
 - 1.5. *International Associates Property* – The real property described in the attached Exhibit A.
 - 1.6. *New Easements* – The easements granted by International Associates pursuant to paragraph 4 of this Agreement. As set forth in such paragraph, the New Easements shall consist of the following easements: Access Easement, Sign Easement, DRA Easement and Utility Easement.
 - 1.7. *Palm Cay* – Collectively, the residential subdivisions known as “Palm Cay” as subdivided pursuant to a plat recorded in Plat Book Y, page 49, of the Public Records of Marion County, Florida, and “Palm Cay, Unit II” as subdivided pursuant to a plat recorded in Plat Book 1, page 9, Public Records of Marion County, Florida.
 - 1.8. *Palm Cay Sign* – The sign containing the phrase “Palm Cay” located Southwest of the intersection of State Road 200 and SW 106th Place.
2. **Background.** The background of this Agreement is as follows:
- 2.1. Pursuant to the Venture Associates Grant of Easements, International Associates conveyed the Existing Easements arising under such instruments to Venture Associates Corporation, a Florida corporation (“Venture Associates”).
 - 2.2. Pursuant to the Whisperwood Grant of Easements, International Associates conveyed the Existing Easements arising under such instruments to Whisperwood.
 - 2.3. The property encumbered by the Existing Easements has been improved, is currently known as “Southwest 106th Place,” and provides the sole means of access between State Road 200 and Palm Cay.
 - 2.4. LPA is the successor to Venture Associates and is the owner of the Existing Easements.
 - 2.5. The Existing Easements encumber portions of the International Associates Property.
 - 2.6. Pursuant to the Venture Associates Grant of Easements, Venture Associates, and LPA as the successor thereto, were obligated to pay all property taxes assessed on the Existing Easements. Further, the Venture Associates Grant of Easements provided that if such taxes were not paid, the Existing Easements would “automatically terminate.”

- 2.7. Neither LPA nor its predecessors in title paid the property taxes on the Existing Easements for the years 1999 through 2001, or thereafter.
- 2.8. International Associates, in order to protect its interest in the International Associates Property, paid such taxes and thereafter paid property taxes on the Existing Easements for the years 2002 through 2005.
- 2.9. Pursuant to Affidavits of Termination of Easements recorded in O.R. Book 3364, page 774, and O.R. Book 3364, page 778 (collectively the "Affidavit of Termination of Easements"), International Associates purported to terminate the Existing Easements arising under the Venture Associates Grant of Easements based upon the failure of Venture Associates or LPA to pay the property taxes on the Existing Easements for the years 1999, 2000 and 2001.
- 2.10. LPA has advised International Associates that it was unaware that the property taxes had not been paid on the Existing Easements or that International Associates has purported to terminate the Existing Easements.
- 2.11. Further, the parties have determined that the DRA was not constructed on the Existing Easements, but rather on a portion of the International Associates Property unencumbered by the Existing Easements, and that the Existing Easements may have been used for purposes not permitted by the Grant of Easements.
- 2.12. In light of the circumstances set forth above, the parties have determined that the most effective and efficient course of action is to terminate the Existing Easements and for International Associates to grant the New Easements pursuant to the terms and conditions hereof.
3. **Termination of Existing Easements.** LPA, for itself, its successors and assigns, hereby cancels, releases and terminates the Existing Easements and quit claims, grants and conveys to International Associates any interest of LPA in the International Associates Property (including the Existing Easements) arising under the Grant of Easements
4. **Grant of New Easements.** International Associates hereby grants and conveys to LPA, its successors and assigns, the following easements:
 - 4.1. Access Easement – A perpetual nonexclusive easement for ingress, egress and utilities over, across and through the real property described in the attached Exhibit B, currently the location of SW 106th Place.
 - 4.2. Sign Easement – A perpetual (but subject to termination as set forth in paragraph 5.5.2 below) nonexclusive easement over, across and through the real property described in the attached Exhibit C for the maintenance of the Palm Cay Sign. Notwithstanding that LPA has the right to maintain the Palm Cay Sign, the Palm Cay Sign may be removed and relocated by International Associates pursuant to paragraph 5.5 below.
 - 4.3. DRA Easement – A perpetual (but subject to termination as set forth in paragraph 6.2.2 below) nonexclusive easement upon the real property depicted as "D.R.A. #9" on the plat of Palm Cay recorded in Plat Book Y, page 49, Public Records of

Marion County, Florida. The purpose of this easement is to allow the DRA to remain in its current location (subject to International Associates relocating it pursuant to paragraph 6.2 below) so that the DRA can retain stormwater runoff from SW 106th Place.

- 4.4. Utility Easement – A perpetual (but subject to termination as set forth in paragraph 5.7 below) nonexclusive easement upon the real property described in the attached Exhibit D to permit the location and operation of the electric utilities, irrigation well, berm and landscaping (collectively the “Utilities”). The purpose of this easement is to allow the Utilities to remain in their current location (subject to International Associates relocating them pursuant to paragraph 5.7 below).

5. Improvements to New Easements.

- 5.1. As set forth above, the New Easements are nonexclusive and International Associates shall have the right to use the New Easements in common with LPA.
- 5.2. Without limiting the foregoing, International Associates may modify existing improvements and the DRA, and cause new improvements (collectively the “Modified Improvements”) to be constructed on the portions of the International Associates Property encumbered by the New Easements including, without limitation, realigning and widening SW 106th Place, modifying other improvements currently located on the Access Easement, and providing additional utilities, signage and landscaping.
- 5.3. International Associates shall cause such Modified Improvements to be done at its sole cost and expense and shall, in connection with the Modified Improvements, attempt to minimize inconvenience to the residents of Palm Cay to the extent reasonably possible.
- 5.4. International Associates shall:
 - 5.4.1. Hereafter be solely responsible for payment of property taxes on the New Easements for 2006 and thereafter.
 - 5.4.2. Upon approval by the Florida Department of Transportation or Marion County of the construction plans for the Modified Improvements and the commencement of construction thereof, thereafter be solely responsible for maintaining, repairing or replacing all improvements to the New Easements (including the current improvements and the Modified Improvements) and LPA shall be relieved of all responsibility therefor.
- 5.5. In the event that Marion County or the Florida Department of Transportation requests or requires that the Palm Cay entrance sign, fountain or pond (individually and collectively the “Existing Entrance Improvements”) be removed from their current location at the intersection of the Existing Easements and State Road 200, in order to enhance traffic flow on Southwest 106th Place or in connection with the development of the International Associates Property, the following provisions shall apply:

5.5.1. International Associates may remove the Existing Entrance Improvements required to be removed at International Associates' sole cost and expense, but shall, in consultation with LPA, relocate the Existing Entrance Improvements that are removed to a location approved by Marion County or the Florida Department of Transportation.

5.5.2. Further, International Associates and LPA anticipate that Marion County will require that the Palm Cay Sign be relocated when the International Associates Property is developed. LPA agrees that International Associates may relocate the Palm Cay Sign to a new pylon to be constructed by International Associates at its sole cost and expense. The new sign pole shall be located at such location as approved by Marion County near the intersection of State Road 200 and SW 106th Place, and include a new sign for Palm Cay, signage for the International Associates Property or businesses located thereon. The new sign for Palm Cay shall be of equal sign face square footage to the existing Palm Cay Sign. International Associates shall design the new sign pursuant to Marion County Land Development Regulations and in consultation with LPA. Upon the relocation of the Palm Cay Sign pursuant to this subparagraph, LPA shall execute and deliver to International Associates an instrument in recordable form terminating the Sign Easement in the location depicted in Exhibit C.

5.5.3. Following the removal and replacement of the Existing Entrance Improvements, International Associates, LPA and the Association will enter into a further agreement releasing any easements for the Existing Entrance Improvements held by LPA or the Association in the area where the Existing Entrance Improvements were previously located; provided, however, such release shall not affect the New Easements or the rights arising thereunder.

5.6. Any realignment or modification of SW 106th Place must be done in such a manner that it continues to align with a median cut on SR 200 as approved by the Florida Department of Transportation.

5.7. In connection with the Modified Improvements, International Associates may remove, relocate and replace the Utilities. Any such action shall be done at International Associates' sole cost and expense. Further, the relocated Utilities shall continue to serve the same function as the Utilities in the current location. In the event that the landscaping component of the Utilities is removed, it shall be replaced with landscaping of equal or greater value and aesthetics. Following the removal, relocation or replacement of the Utilities, International Associates, LPA and the Association will enter into a further agreement modifying the Utility Easement such that any portion of the International Associates property not needed for the Utilities shall be released from the Utility Easement.

6. **DRA.**

6.1. Maintenance of DRA. Following the completion of the Modified Improvements, International Associates shall be solely responsible for maintaining and repair the DRA pursuant to paragraph 5.4 of this Agreement.

6.2. Modification and Relocation.

6.2.1. The DRA Easement shall be a non-exclusive easement, and International Associates shall have the right to use, modify or expand the DRA to accommodate stormwater generated by the International Associates Property or improvements constructed thereon.

6.2.2. Further, International Associates reserves the right to relocate the DRA to a different location on the International Associates Property pursuant to the following conditions:

a. International Associates shall be solely responsible for all costs of engineering, constructing and maintaining the new drainage facility which shall be sufficient in size, design and construction to accommodate stormwater generated by improvements to the New Easements.

b. Following the relocation of the DRA pursuant to the provisions of this paragraph, International Associates will accept all stormwater runoff from SW 106th Place into the new DRA, and LPA shall execute and deliver to International Associates an instrument in recordable form releasing the DRA Easement from the real property described in paragraph 4.3 hereof.

7. **Effect on Declaration.** In the event that any provision of the Declaration of Covenants is inconsistent with the provisions of this Agreement, LPA shall amend the Declaration of Covenants such that it is consistent herewith.

8. **Joinder by Association.** International Associates and LPA do not believe that the Association is a necessary party to this Agreement because the Existing Easements are held by LPA (to the extent they were not terminated pursuant to the Affidavit of Termination of Easements). Nonetheless, to the extent that the Association may have any interest in the Existing Easements pursuant to the plats of Palm Cay or the Declaration of Covenants, the Association hereby joins in this Agreement to evidence its consent hereto, including the cancellation, termination and release of the Existing Easements.

9. **Joinder by Whisperwood.** Whisperwood is a necessary party to this Agreement because it owns or holds the rights arising under the Whisperwood Grant of Easements. Whisperwood hereby joins in this Agreement to evidence its consent hereto, including the cancellation, termination and release of the Existing Easements over the International Associates property. Provided, however:

9.1. The cancellation, termination and release of the Existing Easements under the Whisperwood Grant of Easements shall not release or affect any other rights of Whisperwood arising under the Whisperwood Grant of Easements on other real property.

9.2. The cancellation, termination and release of the Existing Easements under the Whisperwood Grant of Easements are conditioned up the effectiveness of the cancellation, termination and release of the Existing Easements under the Venture Associates Grant of Easements. In the event that a court of competent

jurisdiction determines that the cancellation, termination and release of the Existing Easements under the Venture Associates Grant of Easements is not fully effective: (a) the cancellation, termination and release of the Existing Easements under the Whisperwood Grant of Easements cease to be effective; and (b) the Existing Easements under the Whisperwood Grant of Easements shall be reinstated and continue to be effective.

10. **Reimbursement for Taxes.**

10.1. Within ten days of the execution of this Agreement by the last of the parties hereto, LPA shall pay to International Associates the sum of \$23,975.62 representing reimbursement for property taxes for the Existing Easements for the years 1999 through 2005.

10.2. As set forth in paragraph 5.4.1. above, International Associates shall be solely responsible for payment of property taxes for the New Easements for 2006 and thereafter.

11. **Payment for SW 80th Street.** In anticipation that SW 80th Street may be improved to connect to Palm Cay, and as consideration for the covenants of LPA and the Association under this Agreement, International Associates shall pay, within twenty (20) days of the execution of this Agreement by the last of the parties hereto, the sum of Twenty-Five Thousand and no/100 dollars (\$25,000.00) to LPA. LPA shall use such funds in connection with the extension of SW 80th Street to Palm Cay.

12. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

13. **Successors and Assigns.**

13.1. All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement including, without limitation, all successors in title to International Associates or LPA.

13.2. Upon the request of International Associates or a subsequent owner of the International Associates Property, LPA and the Association shall execute and deliver an estoppel letter advising whether International Associates or a subsequent owner of the International Associates Property is in default, under this Agreement, and if so, the nature of the default.

13.3. Upon the transfer of title (including by foreclosure of a mortgage or other lien) of the International Associates Property:

13.3.1. The previous owner shall be deemed released from all obligations or liabilities arising after, but not prior to, such conveyance; and

13.3.2. The new owner shall be liable for all obligations and liabilities arising prior and subsequent to the transfer.

14. **Severability Clause.**

14.1. Provisions contained in this agreement which are contrary to, prohibited by or invalid under applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.

14.2. Notwithstanding the foregoing, the obligation of International Associates to maintain, repair or replace improvements in the New Easements, and to pay property taxes for the New Easements for 2006 and thereafter, are dependent upon, and not severable from, International Associates' rights under paragraphs 5 and 6 including International Associates' ability to use the New Easements in common with the grantees thereof, to modify the existing improvements located in the New Easements, to cause the Modified Improvements to be constructed, and to relocate the Existing Entrance Improvements, DRA or Utilities. In the event that it is determined by a court of competent jurisdiction that International Associates may not exercise any of such rights:

14.2.1. International Associates shall be relieved of all responsibility for maintenance, repair or replacement of improvements, or payment of taxes arising under paragraphs 5 or 6, and LPA shall be deemed to have assumed all responsibility therefore. Further, if LPA thereafter fails or refuses to pay such property taxes, International Associates may terminate the New Easements by recording an affidavit in the Public Records of Marion County, Florida, establishing that LPA has not paid such property taxes and terminating the New Easements; and

14.2.2. LPA shall repay to International Associates the amount (\$25,000.00) paid by International Associates to LPA under paragraph 11 of this Agreement.

15. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

16. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

17. **Language.** Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.

18. **Paragraph Headings.** The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement.
19. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
20. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.
21. **Entire Understanding.** This agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations (if any) made by and between the parties.
22. **Amendments.** The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

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IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

International Associates Development Corp., a
Florida corporation

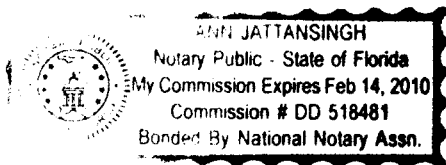
Jim Lasch
Witness
Jim Lasch
Print Witness Name
Nancy Ketchum
Witness
NANCY KETCHUM
Belleair-Highland Office #167

By: Peter M. Lenhardt
Peter M. Lenhardt, as President

Print Witness Name

STATE OF FLORIDA
COUNTY OF PINELAS

The foregoing instrument was acknowledged before me this 18th day of
July, 2006, by Peter M. Lenhardt, as President of International Associates
Development Corp., a Florida corporation, on behalf of the corporation.

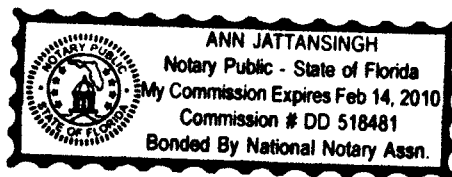


Ann Jattansingh
Notary Public, State of Florida
Name: Ann Jattansingh
(Please print or type)

Commission Number:
Commission Expires:

Notary: Check one of the following:

☐ Personally known OR
☒ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: FLORIDA DRIVER LICENSE



Whisperwood of Marion County Inc., a Florida corporation

By: Peter M. Lenhardt
Peter M. Lenhardt, as President

Jill Lasch
Witness

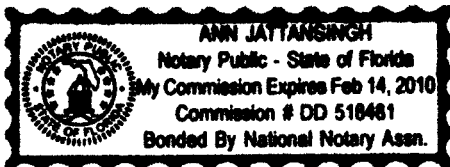
Jill Lasch
Print Witness Name

Nancy Ketchum
Witness

NANCY KETCHUM
Belleair-Highland Office #167
Print Witness Name

STATE OF FLORIDA
COUNTY OF PINELAS

The foregoing instrument was acknowledged before me this 18th day of July, 2006, by Peter M. Lenhardt, as President of Whisperwood of Marion County Inc., a Florida corporation, on behalf of the corporation.



Ann Jattansingh
Notary Public, State of Florida
Name: Ann Jattansingh
(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

☐ Personally known OR

☒ Produced Identification (if this box is checked, fill in blank below).

Type of Identification Produced: FLORIDA DRIVER'S LICENSE

LPA, Inc., a Florida corporation

Patricia Dennison

Witness

Patricia Dennison

Print Witness Name

Susi Jenkins

Witness

Susi Jenkins

Print Witness Name

By: [Signature]
Kenneth B. Kirkpatrick, as President

STATE OF FLORIDA
COUNTY OF MADEIRA

The foregoing instrument was acknowledged before me this 6th day of July, 2006, by Kenneth B. Kirkpatrick, as President of LPA, Inc., a Florida corporation, on behalf of the corporation.

Imogene K. Guest
Notary Public, State of Florida
Name: IMOGENE K. GUEST
(Please print or type)

Commission Number:
Commission Expires:



Notary: Check one of the following:

A Personally known OR
Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

Palm Cay Homeowners Association, Inc., a
Florida not for profit corporation

Susi Jenkins
Witness

SUSI JENKINS
Print Witness Name

[Signature]
Witness

Ken Kickpatrick
Print Witness Name

By: [Signature], as

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 5th day of
July, 2006, by Ken Halderman, as President of Palm Cay
Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation.

Imogene K. Guest
Notary Public, State of Florida
Name: IMOGENE K. GUEST
(Please print or type)

Commission Number:
Commission Expires:



Notary: Check one of the following:

☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

EXHIBIT A
INTERNATIONAL ASSOCIATES PROPERTY

Parcel 3:

A strip of land 100 feet wide lying 50 feet on each side of the following described centerline: Commence at the SW corner of Section 30, Township 16 South, Range 21 East, thence N 0°40'51" E along the West line of said Section 30 a distance of 1096.97 feet, thence S 89°53'31" W, parallel to the North line of the S½ of Section 25, Township 16 South, Range 20 East, a distance of 3096.77 feet, thence N 0°06'29" W 774.31 feet to the Point of Beginning of this centerline description, thence S 89°53'31" W 874.74 feet to the P.C. of a curve, concaved Northeasterly, having a central angle of 42°22'33" and a radius of 800 feet, thence Northwesterly along the arc of said curve a distance of 591.68 feet to the P.T. of said curve, thence N 47°43'56" W 312.55 feet to a point on the South-easterly right-of-way line of State Road No. 200, said point being 50 feet from, measured at a right angle to, the centerline of said State Road No. 200, and the end of this centerline description.

EXHIBIT B
ACCESS EASEMENT

PARCEL No. 3: (TOP DESCRIPTION ON EXHIBIT "A" / O.R. BOOK 1386, P. 332)

COMMENCE AT THE SW. CORNER OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.00°40'51"E., ALONG THE WEST BOUNDARY OF SAID SECTION 30 A DISTANCE OF 1096.97 FEET, THENCE S.89°53'31"W., ALONG A LINE PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, SAID LINE ALSO BEING THE BOUNDARY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1108, PAGE 1542, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 3096.77 FEET, THENCE N.00°06'29"W., 724.31 FEET, THENCE S.89°53'31"W., 874.74 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 850.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 628.66 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.47°43'46"W., 12.55 FEET, THENCE N.42°16'04"E., 10.00 FEET TO THE POINT-OF-BEGINNING, SAID POINT BEING THE POINT-OF-CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 15.71 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.77°43'56"W., 61.42 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS DISTANCE OF 30.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 19.68 FEET TO THE POINT-OF-REVERSE-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 82.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 177.42 FEET TO THE POINT-OF-REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 29.52 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.47°43'56"W. 50.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200, THENCE N.42°16'04"E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 95.98 FEET, THENCE S.47°50'02"E. 28.48 FEET TO A POINT-OF-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 130.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 49.75 FEET TO THE POINT-OF-REVERSE-CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS DISTANCE OF 202.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 67.06 FEET TO THE POINT-OF-COMPOUND-CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 82.00 FEET, THENCE SOUTHEASTERLY, ALONG SAID CURVE AN ARC DISTANCE OF 46.90 FEET TO THE POINT-OF-REVERSE-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS DISTANCE OF 30.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 32.87 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE S.77°43'56"E., 30.14 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 57.60 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE S.42°16'04"W., 80.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.81 ACRES, MORE OR LESS.

PARCEL No. 3: (BOTTOM DESCRIPTION ON EXHIBIT "A" / O.R. BOOK 1386, P. 332)

COMMENCE AT THE SW. CORNER OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.00°40'51"E., ALONG THE WEST BOUNDARY OF SAID SECTION 30 A DISTANCE OF 1096.97 FEET, THENCE S.89°53'31"W., ALONG A LINE PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, SAID LINE ALSO BEING THE BOUNDARY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1108, PAGE 1542, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 3096.77 FEET, THENCE N.00°06'29"W., 724.31 FEET TO THE POINT-OF-BEGINNING, THENCE S.89°53'31"W., 874.74 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 850.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 628.66 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.47°43'56"W., 12.55 FEET, THENCE N.42°16'04"E., 100.00 FEET, THENCE S.47°43'56"E., 12.55 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 750.00 FEET. THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 554.70 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.89°53'51"E., 874.74 FEET, THENCE S.00°06'29"E., 100.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 3.40 ACRES, MORE OR LESS.

EXHIBIT C
SIGN EASEMENT

PARCEL No. 2: (BOTTOM DESCRIPTION ON EXHIBIT "A" / O.R. BOOK 1386, P. 325)

COMMENCE AT THE SW. CORNER OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.00°40'51"E., ALONG THE WEST BOUNDARY OF SAID SECTION 30 A DISTANCE OF 1096.97 FEET, THENCE S.89°53'31"W., ALONG A LINE PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, SAID LINE ALSO BEING THE BOUNDARY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1108, PAGE 1542, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 3096.77 FEET, THENCE N.00°06'29"W., 724.31 FEET, THENCE S.89°53'31"W., 874.74 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 850.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 628.66 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.47°43'56"W., 12.55 FEET, THENCE S.42°16'04"W., 100.00 FEET, THENCE N.47°43'56"W., 99.41 FEET TO THE POINT-OF-BEGINNING, THENCE CONTINUE N.47°43'56"W 200.59 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200, THENCE N.42°16'04"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 60.00 FEET, THENCE S.47°43'56"E., 50.00 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 29.52 FEET TO THE POINT-OF-REVERSE-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS DISTANCE OF 82.00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 144.16 FEET, THENCE S.42°16'04"W., 33.36 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.16 ACRES, MORE OR LESS.

**EXHIBIT D
UTILITY EASEMENT**

PARCEL No. 4: (TOP DESCRIPTION ON EXHIBIT "A" / O.R. BOOK 1386, P. 325)

COMMENCE AT THE SW. CORNER OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE N.00°40'51"E., ALONG THE WEST BOUNDARY OF SAID SECTION 30 A DISTANCE OF 1096.97 FEET, THENCE S.89°53'31"W., ALONG A LINE PARALLEL TO THE NORTH BOUNDARY OF THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 20 EAST, SAID LINE ALSO BEING THE BOUNDARY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1108, PAGE 1542, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, A DISTANCE OF 3096.77 FEET, THENCE N.00°06'29"W., 724.31 FEET, THENCE S.89°53'31"W., 874.74 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 850.00 FEET, THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 628.66 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.47°43'56"W., 12.55 FEET, THENCE N.42°16'04"E., 90.00 FEET TO THE POINT-OF-BEGINNING, SAID POINT BEING THE POINT-OF-CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 57.60 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.77°43'56"W., 30.14 FEET TO THE POINT-OF-CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 32.87 FEET TO THE POINT-OF-REVERSE-CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 82.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 46.90 FEET TO THE POINT-OF-COMPOUND-CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 202.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 67.06 FEET TO THE POINT-OF-REVERSE-CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 130.00 FEET, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 49.75 FEET TO THE POINT-OF-TANGENCY OF SAID CURVE, THENCE N.47°50'02"W., 28.49 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 200, THENCE N.42°16'04"E. ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE 144.01 FEET; THENCE S.47°43'56"E., 300.00 FEET; THENCE S.42°16'04"W., 110.00 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 0.91 ACRES, MORE OR LESS.

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