

6. DISCLAIMER/HOLD HARMLESS. Grantor disclaims liability for injury to person or damage to property arising out of the use of the Easements which are granted hereunder by Grantor. The use of the Easements by Grantee is with the full assumption of risk.

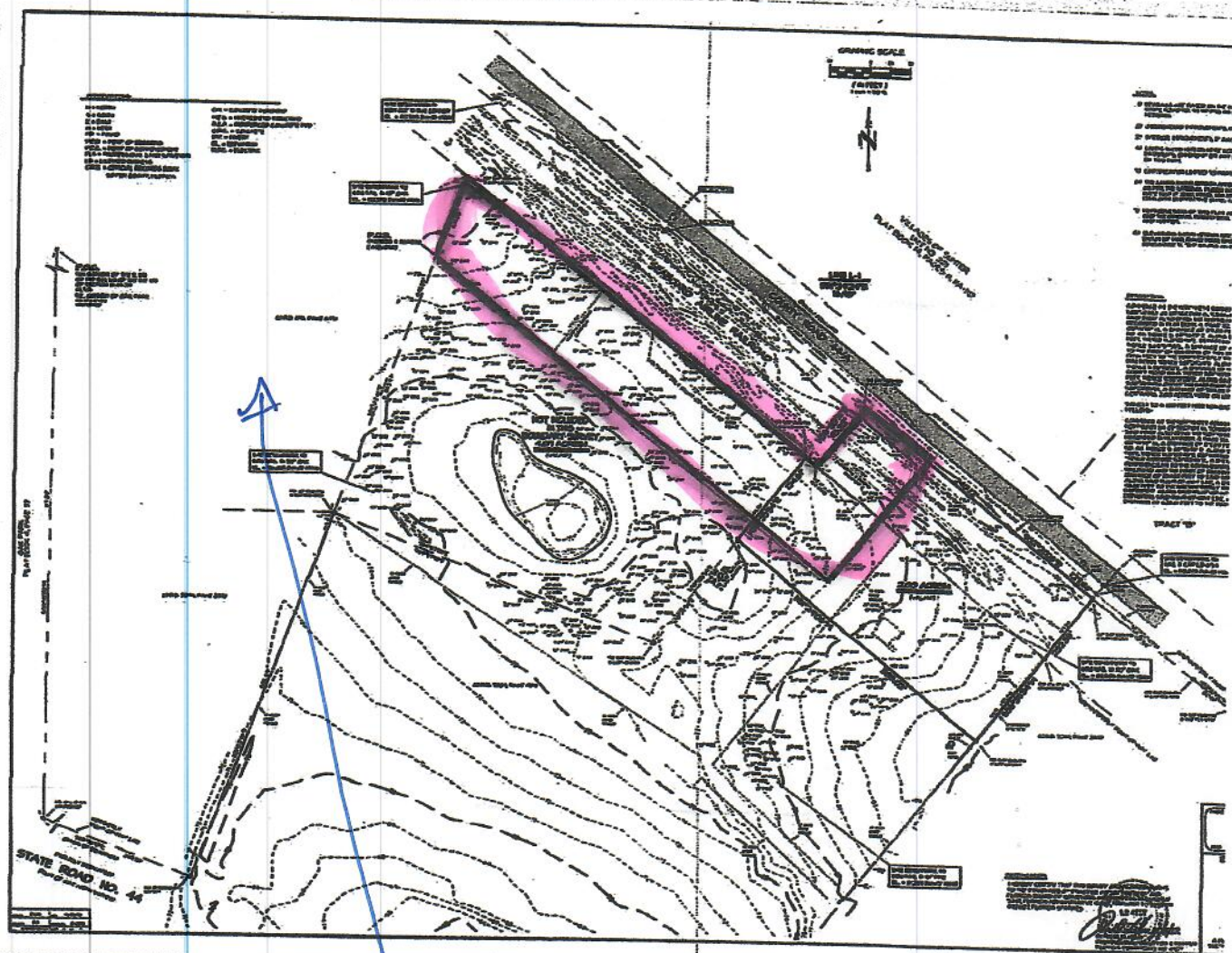
7. MAINTENANCE RESPONSIBILITY. Grantor grants the easement rights described herein together with the following responsibility for maintenance and repair costs:

7.1 With regard to the areas of the Ingress/Egress Easement, Grantor declares that management and maintenance shall be the exclusive responsibility of Grantor, its successors and assigns. The right of use herein granted to Grantee shall be coupled with an obligation to pay to Grantor one-half of the cost of routine maintenance and repair, limited to any improvements placed upon the portion of the Easement Property lying southwest of, and adjacent to, former S.A.L.R.R. right-of-way (O.R. Book 1968, Pg. 252), provided that Grantee shall only be liable for maintenance costs commencing upon development permits for Grantee's Remaining Property being issued by City of Wildwood for commercial development of Grantee's Remaining Property.

7.2 With regard to the areas of the Utility Easement, Grantor declares that any destruction to or alteration of the MGE Property caused by the installation, maintenance, repair, replacement, alteration or operation of the utility ("the Work") shall be repaired, restored or replaced as soon as is reasonably practical at the expense of the party for whom the Work is being performed.

7.3 With regard to the Stormwater Drainage/Retention Easement, Grantor declares that management and maintenance shall be the exclusive responsibility of Grantor, its successors and assigns. The right of use herein granted to Grantee shall be coupled with an obligation to pay to Grantor one-half the cost of routine maintenance and repair of the Surface Water and Storm Water Management System as may be installed thereon that relate only to any improvements under the Ingress/Egress Easement serving Grantee's Remaining Property, provided that Grantee shall only be liable for maintenance costs commencing upon development permits for Grantee's Remaining Property being issued by City of Wildwood for commercial development of Grantee's Remaining Property.

7.4 In the event MGE fails to perform any of its obligations under the Ingress/Egress Easement or the Stormwater Drainage/Retention Easement, Grantee shall have the right, but not the obligation, to notify MGE of the deficiencies or breach hereunder. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after such notice is deemed delivered to MGE, then Grantee shall have the right, but not the obligation to correct such deficiencies or perform the work or cure the breach, and recover one-half of all actual costs and expenses related thereto from MGE. Notwithstanding the foregoing, in the event that the failure to perform the work or the breach by MGE creates an imminent danger of damage to persons or properties or jeopardizes the business operations on Grantee's Remaining Property, no notice shall be required prior to Grantee commencing such work or commencing a cure. MGE must pay any such monetary amounts due Grantee hereunder within ten (10) days from the date MGE is notified of the amounts due. Failure to so timely pay such amounts shall result in interest accruing on such amounts at the highest contract rate permitted by law. Notices to parties hereunder shall be to the applicable address set forth above (until such time as a party changes its notice address by giving notice to the other party of a different notice address) and shall



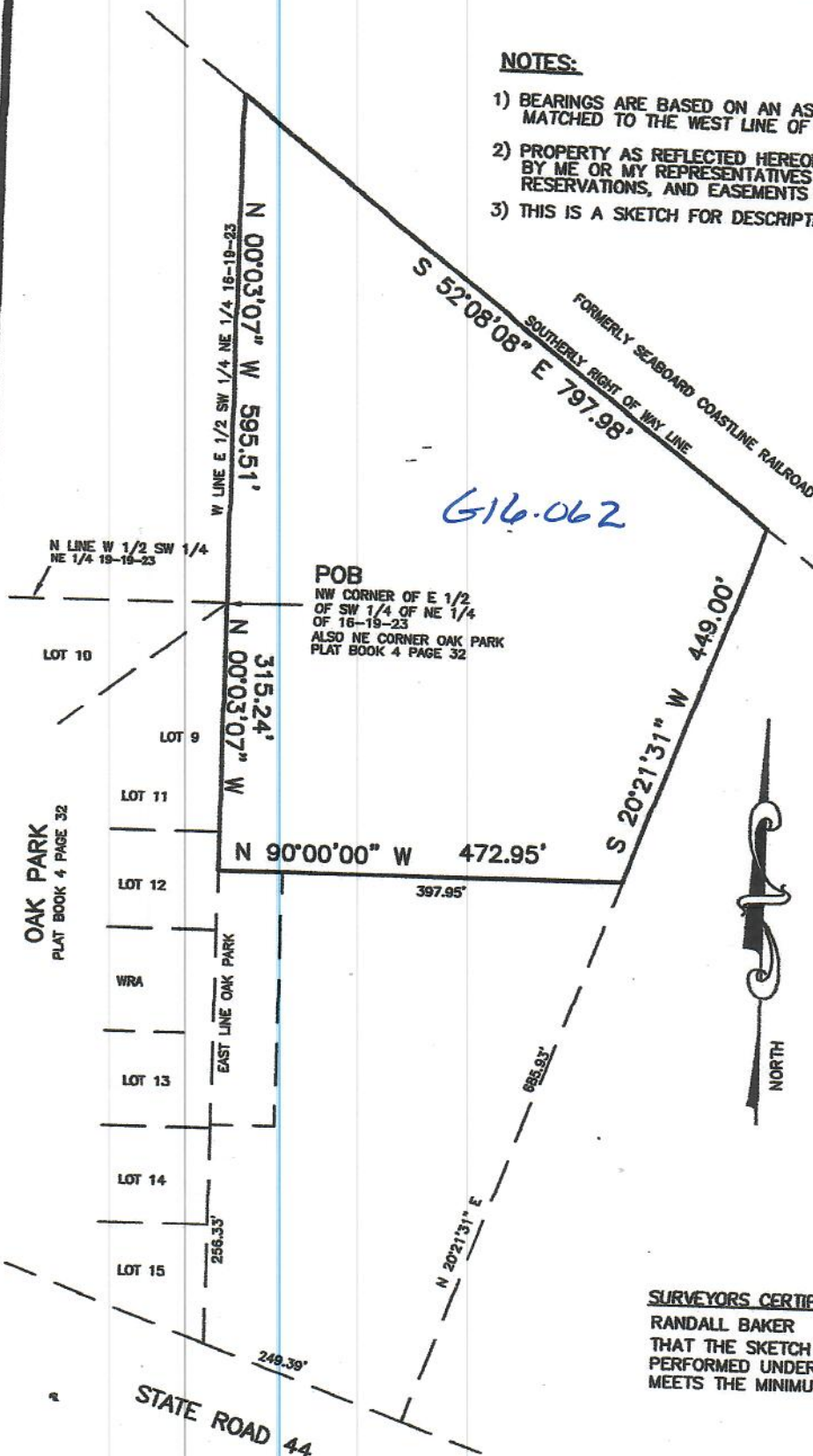
Parcel I.D. G16-062

9 Ac

SKETCH AND DESCRIPTION

NOTES:

- 1) BEARINGS ARE BASED ON AN ASSUMED MERIDIAN AND ARE MATCHED TO THE WEST LINE OF OAK PARK
- 2) PROPERTY AS REFLECTED HEREON HAS NOT BEEN ABSTRACTED FOR OWNERSHIP BY ME OR MY REPRESENTATIVES AND MAY BE SUBJECT TO OTHER RESTRICTIONS, RESERVATIONS, AND EASEMENTS OF RECORD.
- 3) THIS IS A SKETCH FOR DESCRIPTIVE PURPOSE ONLY AND IS NOT A BOUNDARY SURVEY.



DESCRIPTION:

BEGIN AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA. SAID POINT ALSO BEING THE NORTHEAST CORNER OF OAK PARK ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 32, PUBLIC RECORDS OF SUMTER COUNTY FLORIDA; THENCE RUN N. 00°03'07" W., ALONG THE WEST LINE OF THE E 1/2 OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 16, 595.51 FEET TO THE SOUTH RIGHT OF WAY OF THE SEABOARD COASTLINE RAILROAD (ABANDONED); THENCE S. 52°08'08" E., ALONG SAID RAILROAD RIGHT OF WAY 797.98 FEET; THENCE S. 20°21'31" W., 449.00 FEET; THENCE N. 90°00'00" W., 472.95 FEET TO THE EAST LINE OF SAID OAK PARK; THENCE N. 00°03'07" W., ALONG SAID EAST LINE 315.24 FEET TO THE POINT OF BEGINNING;

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY TO :
 RANDALL BAKER
 THAT THE SKETCH AND DESCRIPTION, AS REFLECTED HEREON, WAS PERFORMED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, AND MEETS THE MINIMUM TECHNICAL STANDARDS RULE 5J-17.052.

RT 02/15/23
 STEVEN A. WILEY DATE
 FLORIDA PROFESSIONAL SURVEYOR & MAPPER
 CERTIFICATE NUMBER 5951



18400 BAKER ROAD
 UMATILLA, FLORIDA 32784
 PHONE: (352) 355-9827
 EASTLAKESURVEY@GMAIL.COM

PROFESSIONAL SURVEYORS AND MAPPERS
 LB 8397

SKETCH AND DESCRIPTION

NE cor. OAK PARK
SUB

Parcel G16-062

DESCRIPTION:

THE NORTHERLY 50.00 FEET OF LOT 11, OAK PARK,
TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 4,
THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

NOTES:

- 1) BEARINGS ARE BASED ON AN ASSUMED MERIDIAN
MATCHED TO THE WEST LINE OF OAK PARK
S. 00°03'07" E.
- 2) PROPERTY AS REFLECTED HEREON HAS NOT BEEN
BY ME OR MY REPRESENTATIVES AND MAY BE SU
RESERVATIONS, AND EASEMENTS OF RECORD.
- 3) THIS IS A SKETCH FOR DESCRIPTIVE PURPOSE ONLY

