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Prepared by:

Dorothy Bolinsky, Esq
Drinker Biddle & Reath LLP
105 College Road East
Suite 300
P.O. 627
Princeton, NJ 08542

PAGES	<u>13</u>
ACCT	
REC	<u>112.00</u>
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FEEES	
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TOTAL	<u>112.00</u>
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CHG AMT	

Record and return to:

James Powell, Esq.
Powell, Carney, Gross, Maller & Ramsay, P.A.
Bank of America Tower
One Progress Plaza, Suite 1210
St. Petersburg, Florida 33701

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of the 6th day of September, 2006, by and between OCEAN SANDS-VERO, LLC, a Florida limited liability company ("Grantor"); and WALT DISNEY WORLD HOSPITALITY & RECREATION CORPORATION, a Florida corporation ("Grantee").

RECITALS

- A. Grantor is the fee simple owner of that certain parcel of real property located in Indian River County, Florida, legally described in Exhibit A attached hereto and made a part hereof by this reference ("Ocean Sands Parcel").
- B. Grantee is the fee simple owner of that certain parcel of real property located in Indian River County, Florida, legally described in Exhibit B attached hereto and made a part hereof by this reference ("Grantee's Parcel").
- C. Grantee has requested an exclusive easement for construction, access and use of a beach clubhouse, containing, among other things, changing rooms, showers, kitchen and food and beverage dining facilities including alcoholic beverages on a portion of the Ocean Sands Parcel, as depicted on the plan and legal description attached hereto as Exhibit C ("Clubhouse Easement"), and Grantor is willing to grant an exclusive easement for construction, access and use of the Clubhouse Easement on a portion of the Ocean Sands Parcel, in accordance with the terms set forth in this Agreement.

D. Grantee has requested a non-exclusive easement for access to such Clubhouse Easement on, over and across the Ocean Sands Parcel, as depicted on the plan and legal description attached hereto as Exhibit D ("Access Easement"), and Grantor is willing to grant an easement for access to such clubhouse, on, over and across the Ocean Sands Parcel in accordance with the terms set forth in this Agreement.

THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the following grant, agreements and covenants are made:

1. Recitals. The foregoing recitals are true and correct.
2. Grant of Easement for Clubhouse. Grantor hereby grants to Grantee, for the benefit of Grantee's Parcel, a perpetual exclusive easement in, to, over and across the Clubhouse Easement for the purpose of construction, access, use, maintenance, repair, replacement, and removal of an operating clubhouse, with utilities for its amenities (e.g. showers, including parking for the users). This grant of easement shall run with the land that is Grantee's Parcel. The clubhouse shall not be open to the general public.
3. Grant of Easement for Access to Clubhouse. Grantor hereby grants to Grantee, for the benefit of Grantee's Parcel, a perpetual non-exclusive easement for pedestrian and vehicular access to the Clubhouse Easement, on, over and across the Ocean Sands Parcel, including access through the gated entrance to the Ocean Sands Parcel and the right to use the internal roadways required to access the Clubhouse Easement, and to run utilities to the Clubhouse Easement through such internal roadways, provided such utilities shall not unreasonably interfere with Grantor's development or use of the Ocean Sands Parcel. This grant of easement shall run with the land that is Grantee's Parcel.
4. Governmental Permits and Standards. Prior to commencing construction of the clubhouse on the Clubhouse Easement, Grantee shall obtain or cause to be obtained all necessary permits from governmental authorities having jurisdiction, and Grantee covenants and agrees that all construction, maintenance, repair and replacement of the improvements constructed on the Clubhouse Easement shall comply with all applicable requirements and standards of Indian River County, Florida.
5. Maintenance. Grantee shall be responsible for maintaining any improvements and landscaping constructed on the Clubhouse Easement by Grantee in good condition and repair at Grantee's cost. If Grantee fails to maintain the improvements in good condition and repair, and if Grantee fails to commence the necessary maintenance and repair work within thirty (30) days after the day upon which Grantor serves its written notice to Grantee of Grantor's intention to perform the necessary maintenance or repair work, Grantor shall have the right, but not the obligation, to perform the necessary maintenance or repair work. Grantor shall furnish to Grantee

invoices or other evidence reflecting the costs incurred by Grantor in performing such maintenance or repair work, and Grantee shall promptly thereafter pay to Grantor the total amount of all such costs as reflected in such invoices or other evidence. Notwithstanding the foregoing, if any damage to the improvements is caused by Grantor or any person or entity using the improvements by invitation of Grantor, all costs of repairing such damage shall be borne by Grantor.

6. Real Estate Taxes. Grantor agrees to pay all real estate taxes and assessments imposed upon the Ocean Sands Parcel on or before the date on which the taxes and assessments become delinquent; provided, however, that if Grantor shall in good faith and proper legal or administrative action contest any such tax or assessment, then Grantor shall not be required to pay the tax or assessment so long as such contest operates to prevent collection and is maintained and prosecuted with reasonable diligence and shall not have been terminated or discontinued adversely to Grantor. After payment by Grantor of the taxes and assessments on the Ocean Sands Parcel, Grantor will furnish to Grantee a copy of the tax bill showing that such taxes and assessments have been paid, together with Grantor's calculation as the prorated share attributable to the Clubhouse Easement. Within thirty (30) days after receipt of such tax bill and calculation, Grantee shall reimburse Grantor in an amount equal to the prorated share attributable to the Clubhouse Easement as calculated by Grantor. If Grantee disagrees with Grantor's calculation, Grantee shall promptly notify Grantor, and Grantor and Grantee shall thereafter use their best efforts in good faith to agree upon the prorated share of taxes and assessments attributable to the Clubhouse Easement, it being agreed and understood that Grantee has an obligation to reimburse Grantor in an amount equal to the prorated share of taxes and assessments attributable to the Clubhouse Easement. If Grantor fails to pay real estate taxes or assessments required herein, Grantee may make such payment.
7. Limitation of Liability. Grantor shall have no liability or responsibility to Grantee or any other person or entity using the Clubhouse Easement by invitation of Grantee, express or implied, or by reason of any business connected with Grantee, or otherwise.
8. No Assignment. Except in connection with and at the same time as a transfer by Grantee of Grantee's Parcel or any portion thereof, Grantee shall not transfer or assign the easement granted herein or its rights hereunder to any person or entity, and any such attempt at transfer or assignment without Grantor's prior consent shall be void and shall have no force or effect. It is the intent of this Easement Agreement that the clubhouse shall be used exclusively by the Grantee's Parcel owners and their (or its) guests and invitees.
9. Effect.
 - (a) The easement granted herein to Grantee is appurtenant to Grantee's Parcel and inures to the benefit of Grantee and its successor in interest in and to

Grantee's Parcel or any and all portion thereof from time to time benefited by such easement.

(b) Nothing herein contained shall be construed as a dedication of any land or a grant of any easement to a governmental authority or the general public, notwithstanding the permissive use by the general public of the easement granted hereby.

(c) This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns, and shall run with the land.

10. Notices. Any notice or demand required or permitted hereunder shall be in writing and shall be deemed to have been properly delivered by either party to the other if such notice shall have been delivered by hand, or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or deposited with Federal Express or other courier, addressed as follows:

(a) If intended for Grantor, addressed to:

Ocean Sands -Vero, LLC
333 Third Avenue North, Suite 400
St. Petersburg, Florida 33701

(b) If intended for Grantee, addressed to:

Walt Disney World Hospitality & Recreation Corporation
1375 Buena Vista Drive
Lake Buena Vista, Florida 32830
Attn: General Counsel – Legal Department

(c) With a copy to:

MGD Development of Florida II, LLC
9 Walnut Street, Suite 2
Hopewell, New Jersey 08525
Attn: Philip R. Evans

11. Casualty. If any portion of the Clubhouse Easement is damaged or destroyed by casualty, Grantee shall be entitled to repair such damage or to rebuild the improvements to substantially the condition existing prior to casualty or destruction.

12. Condemnation. If all or any portion of the Clubhouse Easement is taken by condemnation or eminent domain (or is the subject of a pending taking by condemnation or eminent domain that has not yet been consummated), Grantor shall notify Grantee of such fact promptly after obtaining knowledge thereof. Grantor shall be entitled to receive and keep all awards for the taking of the land within the

Clubhouse Easement or such portion thereof, and Grantee shall be entitled to receive that portion of any awards attributable to the taking of any improvements within the Clubhouse Easement.

13. Modification. This Agreement constitutes the entire agreement between the parties hereto in connection with the grant, agreements and covenants granted and contained herein. This Agreement may be amended or supplemented only by a document executed by all of the persons and entities then owning fee simple title to the Access Easement and Grantee's Parcel, joined by all mortgagees under mortgages encumbering any such parcel, and recorded in the Public Records of Indian River County, Florida.
14. Subordination. Any mortgage, deed of trust or other security device placed upon the Ocean Sands Parcel, and all renewals, modifications and extensions thereof shall automatically be subject and subordinate to this Agreement.
15. Mortgagee Consents. If requested, Grantor shall provide Grantee with documentation from Grantor's mortgage lender(s) confirming and consenting and agreeing to not disturb Grantee's rights hereunder.
16. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
17. Signage. Provided Grantee complies with all laws, rules, regulations, ordinances, etc. Grantee shall be entitled to place signage on the Clubhouse Easement.

[Signatures on the Following Page]

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

Signed, sealed and delivered in the presence of:

OCEAN SANDS-VERO, LLC, a Florida limited liability company

By: CID, LLC, a Florida limited liability company, its Manager

By: EHF GROUP, INC. a Florida corporation its Manager

By:

Jean Getting Irwin
Jean Getting Irwin
President

(CORPORATE SEAL)

James N. Curvel
Name: James N. Curvel

Linda C Johnson
Name: Linda C Johnson

Kathleen Voorheis
Name: Kathleen Voorheis

WALT DISNEY WORLD HOSPITALITY & RECREATION CORPORATION, a Florida corporation

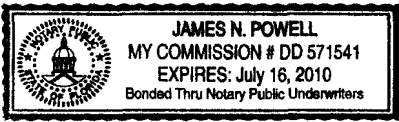
Janice A. Lackey
Name: JANÉE A. LACKEY

By: *Matthew Kelly*
Matthew Kelly
Title: Vice President

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 16th day of September, 2006, by **JEAN GETTING IRWIN**, as President of EHF Group, Inc., a Florida corporation, as Manager of CID, LLC, a Florida limited liability company, as Manager of OCEAN SANDS-VERO, LLC, a Florida limited liability company, on behalf of the limited liability company. She is personally known to me or has produced a valid Florida driver's license or _____ as identification.

My Commission Expires:

[Signature]
Notary Public (SEAL)


STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ OSCEOLA

The foregoing instrument was acknowledged before me this 31st day of August, 2006, by Matthew E. Kelly, as Vice President of Walt Disney World Hospitality & Recreation Corporation, a Florida corporation, on behalf of the said corporation. He is personally known to me.

Elicia Barnett Mitchell
State of Florida Notary Public

(NOTARIAL SEAL)


 Elicia Barnett Mitchell
My Commission DD212965
Expires May 15 2007

EXHIBIT "A"

All of Parcel B, FLORIDA BEACH RESORT PLANNED DEVELOPMENT, according to the plat thereof, as recorded in Plat Book 14, Page 30, of the Public Records of Indian River County, Florida

EXHIBIT "B"

The Westerly portion of Parcel C, FLORIDA BEACH RESORT PLANNED DEVELOPMENT, according to the plat thereof, as recorded in Plat Book 14, Page 30, of the Public Records of Indian River County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel C;

Thence, bearing South 89°58'57" East,, along the North line of said Parcel C, a distance of 420.85 feet to a Point;

Thence, leaving said North line, bearing South 00°00'48" West, along Parcel C, a distance of 180.14 feet to a Point;

Thence, bearing South 89°58'57" East, along Parcel C, a distance of 330.00 feet to a Point;

Thence, bearing South 62°15'35" East, a distance of 271.36 feet to a Point;

Thence, bearing South 00°06'50" East, a distance of 259.26 feet to a Point;

Thence, bearing South 31°22'58" West, a distance of 188.50 feet to a Point;

Thence, bearing South 00°06'50" East, a distance of 110.19 feet to a Point;

Thence, bearing South 50°31'44" East, a distance of 90.05 feet to a Point;

Thence, bearing North 89°30'31" East, a distance of 139.09 feet to a Point;

Thence, bearing South 00°06'50" East, a distance of 351.54 feet to a Point on the South line of said Parcel C;

Thence, bearing North 89°59'25" West, along said South line, a distance of 1098.62 feet to a Point on the West line of said Parcel C;

Thence, bearing North 00°11'42" West, along said West line, a distance of 1244.47 feet to the Point of Beginning.

P:\Survey\86918.01\dwg\86918.01ma.DWG, Aug 29, 2006 - 3:56:56PM, KS

 <p>BASKERVILLE-DONOVAN, INC. INNOVATIVE INFRASTRUCTURE SOLUTIONS 7175 MURRELL RD., SUITE 101 MELBOURNE, FL 32940 (321)254-3663 SURVEYING BUSINESS: LB-5340</p>	<p>LEGAL DESCRIPTION PROPOSED EXCLUSIVE EASEMENT</p>	<p>PROJECT: 86918.01</p>
		<p>FIELD SURVEY DATE: NA</p>
		<p>SECTION: 18 26</p>
		<p>TOWNSHIP: 31 SOUTH</p>
		<p>RANGE: 38 EAST</p>

**LEGAL DESCRIPTION:
 PROPOSED EXCLUSIVE EASEMENT**

A portion of Parcel B, Florida Beach Resort Planned Unit Development, lying in Section 28, Township 31 South, Range 38 East, according to the plat thereof, as recorded in Plat Book 14, Page 30 of the Public Records of Indian River County, Florida, being more particularly described as follows:

Commencing for reference at the northwest corner of said "Parcel B"
 Thence, bearing South 31°08'15" West along the westerly right of way line of State Road A-1-A a distance of 810.37 feet to a point on a curve concave westerly having a radius of 34.84 feet with a central angle of 87°56'10", and a chord length of 48.12 feet, bearing North 08°11'24" East;

Thence, along the arc of said curve a distance of 53.19 feet to a point;
 Thence, North 35°47'43" West a distance of 80.55 feet to a point;
 Thence, North 31°24'11" West a distance of 125.90 feet to a point;
 Thence, North 31°08'24" West a distance of 102.11 feet to a point;
 Thence, North 24°24'30" West a distance of 5.33 feet to a point;
 Thence, North 07°48'11" West a distance of 48.09 feet to a point;
 Thence, North 10°22'10" West a distance of 10.04 feet to a point on a curve
 Concave southerly having a radius of 20.85 feet with a central angle of 38°13'21", and a chord length of 14.06 feet, bearing North 28°58'51" West;

Thence, along the arc of said curve a distance of 14.34 feet to a point;
 Thence, North 48°35'31" West a distance of 8.74 feet to a point;
 Thence, North 68°59'45" West a distance of 12.88 feet to the POINT OF BEGINNING;

Thence North 82°30'35" West a distance of 54.48 feet to a point on aforesaid westerly right of way line of State Road A-1-A;
 Thence, along said right of way line, North 30°08'15" West a distance of 140.36 feet to a point;
 Thence, North 89°59'37" East a distance of 91.98 feet to a point;
 Thence, South 30°00'00" East a distance of 28.36 feet to a point;
 Thence, North 60°00'00" East a distance of 10.04 feet to a point on a curve,
 Concave southerly having a radius of 71.36 feet with a Central Angle of 76°09'22", and a Chord Length of 88.02 feet, Bearing South 78°21'58" East;

Thence, along the Arc of said curve a distance of 94.84 feet to a point;
 Thence, South 51°27'45" West a distance of 12.83 feet to a point;
 Thence, North 45°11'22" West a distance of 0.50 feet to a point;
 Thence, North 63°17'58" West a distance of 9.87 feet to a point on a curve
 Concave southerly having a radius of 55.10 feet with a Central Angle of 85°34'40", and a Chord Length of 58.68 feet, Bearing North 80°53'14" West;

Thence, along the Arc of said curve a distance of 63.07 feet to a point;
 Thence, South 60°00'00" West a distance of 11.53 feet to a point on a curve
 Concave westerly having a radius of 13.03 feet, with a Central Angle of 52°10'40", and a Chord Length of 11.46 feet, Bearing South 09°31'22" West;

Thence, along the Arc of said curve a distance of 11.86 feet to a point on a curve Concave easterly having a radius of 46.85 feet with a Central Angle of 113°04'31", and a Chord Length of 77.83 feet, Bearing South 10°27'29" East;

Thence, along the Arc of said curve a distance of 92.06 feet to a point;
 Thence South 68°59'45" East a distance of 3.35 feet to the POINT OF BEGINNING.

The above described parcel of land contains an area of 8,543 Square Feet, 0.22 Acres more or less and is subject to any and all easements, rights of way and restrictions as contained within the chain of title.

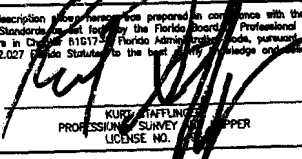


GENERAL NOTES:

- HORIZONTAL DATUM:** THIS BOUNDARY AND MEAN HIGH WATER SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE. THAT SYSTEM IS BASED UPON THE TRANSVERSE MERCATOR PROJECTION OF THE GEODETIC REFERENCE SYSTEM (G.R.S.) SPHEROID OF 1980, ADJUSTED TO THE NORTH AMERICAN DATUM OF 1983/1990. THE EXISTING CONTROL UTILIZED TO ESTABLISH SAID REFERENCE ARE GPS STATION 32 AND GPS STATION 31. CONCRETE MONUMENTS WITH BRASS CAPS SET BELOW GRADE AND WITHIN THE STATE ROAD A-1-A RIGHT-OF-WAY BETWEEN THE WEST EDGE OF PAVEMENT AND THE WEST RIGHT-OF-WAY LINE. THE PUBLISHED COORDINATE VALUES OF SAID MONUMENTS ARE NORTHING, 1,248,488.748', EASTING, 850,083.195' AND NORTHING, 1,251,515.456', EASTING.
- THE BEARING BASE FOR THIS SURVEY, AS OUTLINED ABOVE IS STATE PLANE GRID NORTH. MORE SPECIFICALLY A LINE BETWEEN THE ABOVE DESCRIBED GPS STATIONS 32 AND 31. SAID LINE HAVING A GRID BEARING OF NORTH 24° 14' 48" WEST.
- NO UNDERGROUND INSTALLATION OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
- BASKERVILLE-DONOVAN, INC. CERTIFICATE OF AUTHORIZATION NUMBER TO PROVIDE SURVEYING SERVICES IS LB0340
- AS USED ON THIS DRAWING, CERTIFY MEANS TO STATE OR DECLARE A PROFESSIONAL OPINION OF CONDITIONS REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN HEREON.

LEGEND

- (F)=FIELD
- (P)=PLAT
- (C)=CALCULATED
- (D)=DESCRIPTION
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING
- R/W=RIGHT OF WAY
- =FOUND 5/8" CAPPED IRON ROD LB0340
- ⊙=SET 5/8" CAPPED IRON ROD LB0340
- ⊙=FOUND CAPPED IRON ROD
- (L)=ARC LENGTH OF CURVE
- (R)=RADIUS
- (Δ)=CENTER ANGLE (Delta)
- (CH)=CHORD (Bearing & Distance)

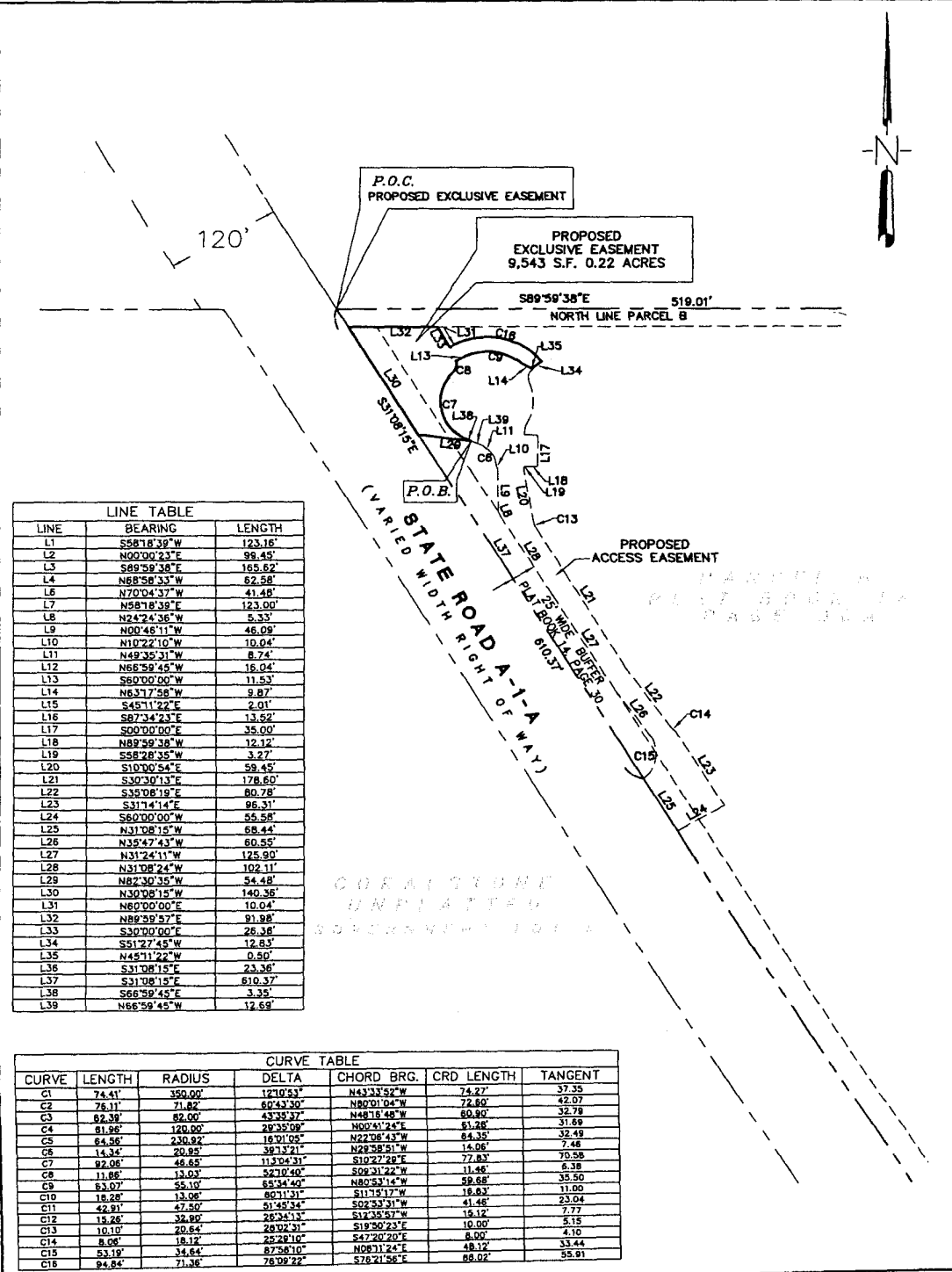
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>BY</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				NO.	BY	DESCRIPTION	DATE																	<p>The legal description above was prepared in accordance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and appears in Chapter 61S17, Florida Administrative Code, pursuant to Section 472.027 Florida Statute to the best of my knowledge and belief.</p> <p style="text-align: center;">  KURT STAFFLINES PROFESSIONAL SURVEYOR LICENSE NO. _____ </p>	<p>CHECKED BY: KS</p> <p>SCALE: MTS</p> <p>F.B. NA PAGE NA</p> <p>DRAWN BY: CW</p> <p>SHEET: 1 OF 2</p>
NO.	BY	DESCRIPTION	DATE																						

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BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 7176 HERRICK ROAD
 MELROSEVILLE, FL 32666 (813)644-3666
 SURVEYING NUMBER 12-8848

**SKETCH
 OF PROPOSED
 EXCLUSIVE EASEMENT**

PROJECT:	B6918.01
FIELD SURVEY DATE:	NA
SECTION:	26
TOWNSHIP:	31 SOUTH
RANGE:	39 EAST



LINE	BEARING	LENGTH
L1	S58°18'39"W	123.16'
L2	N00°00'23"E	99.45'
L3	S89°59'38"E	165.62'
L4	N88°58'33"W	62.58'
L5	N70°04'37"W	41.48'
L6	N98°18'39"E	123.00'
L7	N24°24'36"W	5.33'
L8	N00°46'11"W	48.09'
L9	N10°22'10"W	10.04'
L10	N49°35'31"W	8.74'
L11	N66°59'45"W	16.04'
L12	S60°00'00"W	11.53'
L13	N63°17'58"W	9.87'
L14	S45°11'22"E	2.01'
L15	S87°34'23"E	13.52'
L16	S00°00'00"E	35.00'
L17	N89°59'38"W	12.12'
L18	S59°28'35"W	3.27'
L19	S10°00'54"E	59.45'
L20	S30°30'13"E	178.60'
L21	S35°08'19"E	80.78'
L22	S31°14'14"E	96.31'
L23	S60°00'00"W	55.58'
L24	N31°08'15"W	68.44'
L25	N39°47'43"W	80.55'
L26	N31°24'11"W	125.90'
L27	N31°08'24"W	102.11'
L28	N82°30'35"W	54.48'
L29	N30°08'15"W	140.36'
L30	N60°00'00"E	10.04'
L31	N89°39'57"E	91.98'
L32	S20°00'00"E	26.38'
L33	S51°27'45"W	12.83'
L34	N45°11'22"W	0.50'
L35	S31°08'15"E	23.36'
L36	S21°08'15"E	610.37'
L37	S66°59'45"E	3.35'
L38	N66°59'45"W	12.69'
L39	N66°59'45"W	12.69'

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CRD LENGTH	TANGENT
C1	74.41'	150.00'	127°03'31"	N43°33'52"W	74.27'	37.35'
C2	76.11'	71.82'	60°43'50"	N80°01'04"W	72.60'	42.07'
C3	82.38'	82.00'	43°38'37"	N48°18'48"W	60.80'	32.78'
C4	81.98'	120.00'	29°38'09"	N00°41'24"E	61.28'	31.69'
C5	64.56'	230.92'	18°01'05"	N22°08'43"W	64.35'	32.49'
C6	14.34'	26.85'	38°12'21"	N28°58'51"W	14.06'	7.48'
C7	92.06'	46.65'	113°04'31"	S102°27'28"E	77.83'	70.58'
C8	11.68'	13.03'	52°10'40"	S08°31'22"W	11.48'	6.38'
C9	63.07'	55.10'	65°34'40"	N80°53'14"W	58.68'	35.50'
C10	18.28'	13.08'	86°11'31"	S11°15'17"W	18.83'	11.00'
C11	42.81'	42.50'	61°45'34"	S02°53'31"W	41.48'	23.04'
C12	15.26'	32.80'	28°34'13"	S12°35'57"W	15.12'	7.77'
C13	10.10'	20.64'	28°02'31"	S19°50'23"E	10.00'	4.10'
C14	8.08'	18.12'	25°28'10"	S47°30'20"E	8.00'	33.44'
C15	53.19'	34.64'	87°58'10"	N08°11'24"E	48.12'	55.91'
C16	94.84'	71.36'	78°09'22"	S70°21'58"E	88.02'	55.91'

NO.	BY	DESCRIPTION	DATE
1	KS	REVISED DIRECTION ON CALLS	8/29/06

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR

CHECKED BY:	KS
SCALE:	NTS
F.B. NA	PAGE NA
DRAWN BY:	GW
SHEET:	2 OF 2

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 <p>BASKERVILLE-DONOVAN, INC. <small>INNOVATIVE INFRASTRUCTURE SOLUTIONS</small> 7175 KUEBEL RD., SUITE 101 MELBOURNE, FL 32940 (407)854-5663 SURVEYING BUSINESS: LB-0340</p>	LEGAL DESCRIPTION PROPOSED ACCESS EASEMENT		PROJECT: 86918.01
			FIELD SURVEY DATE: NA
			SECTION: 18
			TOWNSHIP: 28 SOUTH
			RANGE: 37 EAST

**LEGAL DESCRIPTION:
PROPOSED ACCESS EASEMENT**

A portion of Parcel B, Florida Beach Resort Planned Unit Development, lying in Section 26, Township 31 South, Range 30 East, according to the plat thereof, as recorded in Plat Book 14, Page 30 of the Public Records of Indian River County, Florida, being more particularly described as follows:

Commencing for reference at the northwest corner of said "Parcel B"
 Thence bearing South 31°06'15" East, along the easterly right of way line of State Road A-1-A a distance of 810.37 feet to THE POINT OF BEGINNING of the herein described parcel of land and a point on a curve concave westerly having a radius of 34.64 feet with a central angle of 67°58'10", and a chord length of 48.12 feet, bearing North 06°11'24" East;

Thence, along the arc of said curve a distance of 53.18 feet to a point;
 Thence, North 35°47'43" West a distance of 80.35 feet to a point;
 Thence, North 31°24'11" West a distance of 125.90 feet to a point;
 Thence, North 31°08'24" West a distance of 102.11 feet to a point;
 Thence, North 2°42'36" West a distance of 5.33 feet to a point;
 Thence, North 00°48'11" West a distance of 46.09 feet to a point;
 Thence, North 10°22'10" West a distance of 10.04 feet to a point on a curve concave southeasterly having a radius of 20.95 feet with a central angle of 36°13'21", and a chord length of 14.06 feet, bearing North 29°36'51" West;

Thence, along the arc of said curve a distance of 14.34 feet to a point;
 Thence, North 46°36'31" West a distance of 6.74 feet to a point;
 Thence, North 06°50'45" East a distance of 16.04 feet to a point on a curve concave easterly having a radius of 46.65 feet with a central angle of 113°04'31", and a chord length of 77.83 feet, bearing North 10°27'28" West;

Thence, along the arc of said curve a distance of 92.06 feet to a point on a curve concave westerly having a radius of 13.03 feet with a central angle of 52°10'40", and a chord length of 11.46 feet, bearing North 09°31'22" East;

Thence, along the arc of said curve a distance of 11.86 feet to a point;
 Thence, North 60°00'00" East a distance of 11.53 feet to a point on a curve concave southerly having a radius of 55.10 feet with a central angle of 65°34'40", and a chord length of 56.86 feet, bearing South 80°53'14" East;

Thence, along the arc of said curve a distance of 63.07 feet to a point;
 Thence, South 63°17'58" East a distance of 6.87 feet to a point;
 Thence, South 45°11'22" East a distance of 2.01 feet to a point on a curve concave easterly having a radius of 13.06 feet with a central angle of 80°11'31", and a chord length of 18.83 feet, bearing South 11°15'17" West;

Thence, along the arc of said curve a distance of 18.28 feet to a point on a curve concave westerly having a radius of 47.50 feet with a central angle of 51°45'34", and a chord length of 41.46 feet, bearing South 02°53'31" West;

Thence, along the arc of said curve a distance of 42.91 feet to a point on a curve concave easterly having a radius of 32.90 feet with a central angle of 26°34'13", and a chord length of 15.12 feet, bearing South 12°35'57" West;

Thence, along the arc of said curve a distance of 15.28 feet to a point;
 Thence, South 67°34'23" East a distance of 13.52 feet to a point;
 Thence, South 00°00'00" East a distance of 35.00 feet to a point;
 Thence, North 69°58'38" West a distance of 12.12 feet to a point;
 Thence, South 56°28'35" West a distance of 3.27 feet to a point;
 Thence, South 10°00'54" East a distance of 59.45 feet to a point on a curve concave easterly having a radius of 20.64 feet with a central angle of 28°02'31", and a chord length of 10.00 feet, bearing South 19°50'23" East;

Thence, along the arc of said curve a distance of 10.10 feet to a point;
 Thence, South 30°30'13" East a distance of 178.80 feet to a point;
 Thence, South 35°06'19" East a distance of 80.78 feet to a point on a curve concave northeasterly having a radius of 18.12 feet with a central angle of 25°29'10", and a chord length of 8.00 feet, bearing South 47°20'20" East;

Thence, along the arc of said curve a distance of 8.06 feet to a point;
 Thence, South 31°14'14" East a distance of 98.31 feet to a point;
 Thence, South 60°00'00" West a distance of 55.58 feet to a point;
 Thence, North 31°06'15" West a distance of 68.44 feet to the POINT OF BEGINNING.

The above described parcel of land contains an area of 22855.80 Square Feet, 0.520 Acres more or less and is subject to any and all easements, rights of way and restrictions as contained within the chain of title.

GENERAL NOTES:

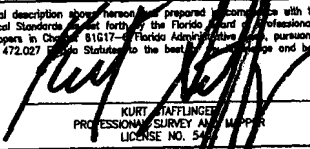
- HORIZONTAL DATING: THIS BOUNDARY AND MEAN HIGH WATER SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM - EAST ZONE. THAT SYSTEM IS BASED UPON THE TRANSVERSE MERCATOR PROJECTION OF THE GEODETIC REFERENCE SYSTEM (G.R.S.) SPHEROID OF 1980, ADJUSTED TO THE NORTH AMERICAN DATUM OF 1983/1980. THE EXISTING CONTROL UTILIZED TO ESTABLISH SAID REFERENCE ARE GPS STATION 32 AND GPS STATION 31, CONCRETE MONUMENTS WITH BRASS CAPS SET BELOW GRADE AND WITHIN THE STATE ROAD A-1-A RIGHT-OF-WAY BETWEEN THE WEST EDGE OF PAVEMENT AND THE WEST RIGHT-OF-WAY LINE. THE PUBLISHED COORDINATE VALUES OF SAID MONUMENTS ARE NORTHING, 1,248,488,746', EASTING, 850,063,185' AND NORTHING, 1,251,515,456, EASTING.
- THE BEARING BASE FOR THIS SURVEY, AS OUTLINED ABOVE IS STATE PLANE GRID NORTH. MORE SPECIFICALLY A LINE BETWEEN THE ABOVE DESCRIBED GPS STATIONS 32 AND 31. SAID LINE HAVING A GRID BEARING OF NORTH 24° 14' 46" WEST.
- NO UNDERGROUND INSTALLATION OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT THOSE SHOWN HEREON.
- BASKERVILLE-DONOVAN, INC. CERTIFICATE OF AUTHORIZATION NUMBER TO PROVIDE SURVEYING SERVICES IS LB0340
- AS USED ON THIS DRAWING, CERTIFY MEANS TO STATE OR DECLARE A PROFESSIONAL OPINION OF CONDITIONS REGARDING THOSE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED. THIS CERTIFICATION IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.
- NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN HEREON.

LEGEND

- (F)=FIELD
- (P)=PLAT
- (C)=CALCULATED
- (D)=DESCRIPTION
- POC=POINT OF COMMENCEMENT
- POB=POINT OF BEGINNING
- R/W=RIGHT OF WAY
- =FOUND 5/8" CAPPED IRON ROD LB0340
- =SET 5/8" CAPPED IRON ROD LB0340
- ⊙=FOUND CAPPED IRON ROD
- (L)=ARC LENGTH OF CURVE
- (R)=RADIUS
- (Δ)=CENTER ANGLE (Delta)
- (CH)=CHORD (Bearing & Distance)

REVISIONS			
NO.	BY	DESCRIPTION	DATE

The legal description above hereon was prepared in accordance with the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 81G17-Florida Administrative Code, pursuant to Section 472.027 Florida Statutes to the best of my knowledge and belief.


 KURT HAFFLINGER
 PROFESSIONAL SURVEY AND MAPPER
 LICENSE NO. 5418

CHECKED BY: KS
SCALE: NTS
F.B. NA PAGE NA
DRAWN BY: CW
SHEET: 1 OF 2

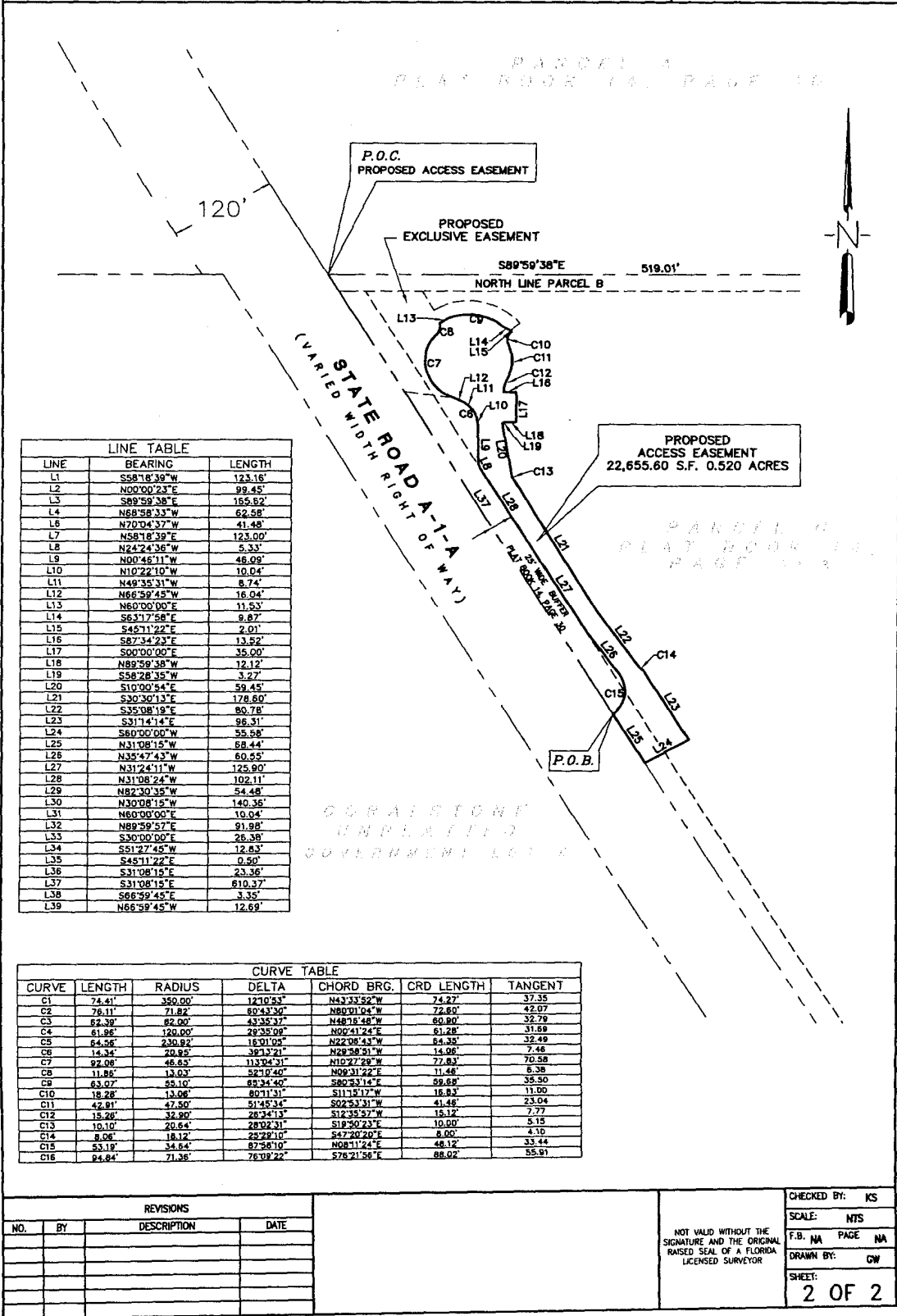


P:\Survey\B6918.01\dwg\B6918.01ma.DWG, Aug 25, 2006 - 5:07:41PM, KS

BASKERVILLE-DONOVAN, INC.
 INNOVATIVE INFRASTRUCTURE SOLUTIONS
 1175 WINDMILL ROAD
 MELBOURNE, FL 32940 (321)864-3063
 SURVEYING LICENSE 12-0648

**SKETCH
 OF
 PROPOSED ACCESS EASEMENT
 NOT A SURVEY NOT TO SCALE**

PROJECT:	B6918.01
FIELD SURVEY DATE:	NA
SECTION:	26
TOWNSHIP:	31 SOUTH
RANGE:	39 EAST



LINE	BEARING	LENGTH
L1	S58°18'39"W	123.16'
L2	N00°00'23"E	99.45'
L3	S82°52'38"E	165.52'
L4	N68°58'33"W	62.58'
L6	N70°04'37"W	41.48'
L7	N58°18'39"E	123.00'
L8	N24°24'36"W	5.33'
L9	N00°48'11"W	46.09'
L10	N10°22'10"W	10.04'
L11	N49°35'31"W	8.74'
L12	N66°59'43"W	16.04'
L13	N60°00'00"E	11.63'
L14	S63°17'58"E	8.87'
L15	S45°11'22"E	2.01'
L16	S87°34'23"E	13.52'
L17	S00°00'00"E	35.00'
L18	N89°59'38"W	12.12'
L19	S58°28'35"W	3.27'
L20	S10°00'54"E	59.45'
L21	S20°30'13"E	178.80'
L22	S35°08'19"E	80.78'
L23	S31°14'14"E	96.31'
L24	S60°00'00"W	55.98'
L25	N31°08'15"W	58.44'
L26	N35°47'43"W	60.55'
L27	N31°24'11"W	125.90'
L28	N31°08'24"W	102.11'
L29	N82°30'35"W	54.48'
L30	N10°08'15"W	140.36'
L31	N60°00'00"E	19.04'
L32	N89°59'57"E	91.98'
L33	S30°00'00"E	26.38'
L34	S51°27'46"W	12.83'
L35	S45°11'22"E	0.50'
L36	S31°08'15"E	23.36'
L37	S31°08'15"E	610.37'
L38	S66°59'45"E	3.35'
L39	N60°59'45"W	12.69'

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CRD LENGTH	TANGENT
C1	74.41'	350.00'	1410.93°	N43°33'52"W	74.27'	37.35'
C2	76.11'	71.82'	60°43'50"	N80°01'04"W	72.60'	42.07'
C3	62.39'	62.00'	43°35'37"	N48°18'48"W	60.80'	32.79'
C4	61.86'	120.00'	28°35'09"	N00°41'24"E	61.28'	31.69'
C5	64.56'	230.92'	16°01'05"	N22°08'43"W	64.45'	32.49'
C6	14.34'	28.85'	3°51'32"	N28°28'21"W	14.06'	7.48'
C7	92.08'	46.63'	113°04'31"	N10°27'29"W	77.63'	70.38'
C8	11.85'	13.03'	52°10'40"	N08°31'22"E	11.46'	6.38'
C9	63.07'	53.10'	68°34'40"	S80°53'14"E	59.68'	35.50'
C10	18.28'	13.06'	80°11'31"	S11°51'17"W	18.62'	11.50'
C11	42.81'	47.50'	51°45'34"	S02°53'31"W	41.48'	23.04'
C12	15.98'	35.80'	28°34'13"	S12°55'57"W	15.12'	7.77'
C13	10.10'	20.64'	28°02'31"	S12°50'23"E	10.00'	5.15'
C14	8.06'	18.12'	25°29'10"	S47°20'20"E	8.00'	4.30'
C15	53.19'	34.84'	87°38'10"	N68°11'24"E	48.12'	33.44'
C16	24.84'	71.38'	76°02'22"	S78°21'58"E	24.02'	55.91'

NO.	BY	DESCRIPTION	DATE

CHECKED BY: KS
 SCALE: NTS
 F.B. NA PAGE NA
 DRAWN BY: GW
 SHEET: 2 OF 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR