

THIS INSTRUMENT PREPARED BY:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801-4904

INGRESS, EGRESS AND PARKING AGREEMENT

THIS AGREEMENT, made this this 27th day of June, 2016, between Granada Management, LLC, a Florida limited liability company (collectively "Granada") and M & Y Properties, LLC, a Florida limited liability company ("M & Y").

WHEREAS, Granada is the owner of those parcels of land located in Volusia County, Florida, described as follows:

Parcel 3:

Being a portion of Lot J of Grant Lot 6, a portion of Lot G of Grant Lot 6 and a portion of Lot F of Grant Lot 6 1/2, Ormond, per Map Book 2, Page 118, also recorded in Map Book 12, Page 24, of the Public Records of Volusia County, Florida and being those lands described in Official Records Book 2275, Pages 531, 532 and 537, Official Records Book 2316, Page 780 and the Northerly 50 foot of Official Records Book 2316, Page 780 and the Northerly 50 foot of Official Records Book 2275, Page 533, Official Records Book 2561, Page 475, Official Records Book 2573, Page 11 and Official Records Book 2606, Page 1354 and being more particularly described as follows:

As a point of reference commence at the Northeasterly corner of the Easterly 60 feet of the Westerly 134 feet of Lot "E" of Grant Lot 5, Ormond, as recorded in Map Book 2, Page 118 as now established said point being a concrete monument #3464; run thence South 25 degrees 56 minutes 03 seconds East along the West line of the Westerly 271 feet of the Easterly 371 feet of said Lot "E", a distance of 50.00 feet to the Northeast corner of Lot 2, Arbors at Ormond Beach, as recorded in Map Book 47, Page 148, Public Records of Volusia County, Florida; thence South 64 degrees 10 minutes 36 seconds West along the North line of said Arbors at Ormond Beach, a distance of 317.37 feet to the Northwest corner of Lot 1 of said Arbors at Ormond Beach; thence North 12 degrees 28 minutes 00 seconds West, a distance of 86.79 feet for the Point of Beginning; thence South 64 degrees 08 minutes 49 seconds West, a distance of 231.61 feet; thence North 25 degrees 51 minutes 11 seconds West, a distance of 250.00 feet to a point on the Southerly right of way line of Granada Avenue (a 100 foot right of way); thence North 64 degrees 08 minutes 49 seconds East along said Southerly right of way line a distance of 291.12 feet; thence departing the Southerly right of way line of said Granada Avenue South 12 degrees 28 minutes 00 seconds East, a distance of 256.98 feet to the Point of Beginning.

Parcel 4:

Being a portion of Lot F of Grant Lot 5, a portion of Lot K of Grant Lot 5, a portion of Lot G of Grant 6 and a portion of Lot J of Grant Lot 6, Ormond, per Map Book 2, Page 118, also recorded in Map Book 12, Page 24 of the Public Records of Volusia County, Florida and being those lands described in Official Records Book 2275, Pages

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531, 532 and 537, Official Records Book 2316, Page 780 and the Northerly 50 foot of Official Records Book 2275, Page 533, and Official Records Book 2561, Page 475, Official Records Book 2573, Page 11, and Official Records Book 2606, Page 1354 and being more particularly described as follows:

As a point of reference commence at the Northeasterly corner of the Easterly 60 feet of the Westerly 134 feet of Lot "E" of Grant Lot 5, Ormond, as recorded in Map Book 2, Page 118 as now established, said point being a concrete monument #3464, run thence South 25 degrees 56 minutes 03 seconds East along the West line of the Westerly 271 feet of the Easterly 371 feet of said Lot "E" a distance of 50.00 feet to the Northeast corner of Lot 2, Arbors at Ormond Beach, as recorded in Map Book 47, Page 148, of the Public Records of Volusia County, Florida; thence run South 64 degrees 10 minutes 36 seconds West along the North line of said Arbors at Ormond Beach, a distance of 317.37 feet to the Northwest corner of Lot 1 of said Arbors at Ormond Beach, said point being the Point of Beginning; thence South 12 degrees 28 minutes 00 seconds East along the West line of said Arbors at Ormond Beach, a distance of 291.55 feet to the Southwest corner of Lot 1 of said Arbors at Ormond Beach, said point being on the Northerly right of way line of Tomoka Avenue (a 50 foot right of way); thence North 82 degrees 18 minutes 02 seconds West along the Northerly right of way line of said Tomoka Avenue, a distance of 200.03 feet; thence departing Northerly right of way line of said Tomoka Avenue North 20 degrees 49 minutes 08 seconds West, a distance of 258.50 feet; thence North 64 degrees 08 minutes 49 seconds East, a distance of 231.61 feet; thence South 12 degrees 28 minutes 00 seconds East, a distance of 86.79 feet to the Point of Beginning.

(collectively "Granada Parcel")

and,

WHEREAS, M & Y is the owner of a parcel of land, located in Volusia County, Florida, described as follows:

Being a part of Grant Lots 5, 6 and 6½, Ormond, per Map Book 2, Page 118 of the Public Records of Volusia County, Florida and being more particularly described as follows: Beginning at a concrete marker at the northeasterly corner of the easterly 60 feet of the westerly 134 feet of Lot "E" of Grant Lot 5, Ormond as recorded in said Map Book 2, Page 118 as now surveyed and established; thence S 25°56'03" E along the west line of the westerly 271 feet of the easterly 371 feet of Lot "E", Grant Lot 5 as now surveyed and established a distance of 50.00 feet, thence run S 64°10'36" W, 317.37 feet to the center of a drainage canal; thence to the southerly right-of-way line of Granada Avenue; thence N 64°08'48.5" E along the said southerly right-of-way line a distance of 303.50 feet; thence S 25°56'21" E, 183.95 feet; thence S 64°08'48.5" W, 190.63 feet; thence S 17°07'47" E, 101.75 feet; thence N 64°10'36" E, 140.00 feet along the southerly line of Lot "F", Grant Lot 6 as now surveyed and established to the point of beginning and to close.

("M & Y Parcel")

and;

WHEREAS, M & Y has requested from Granada, and Granada is desirous of granting to M & Y, a perpetual, exclusive easement for parking ten vehicles over the that portion of the the Granada Parcel set forth on Exhibit "A" (the "M & Y Parking Easement Area"), which is attached hereto and incorporated by reference herein, and a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Granada Parcel as may be necessary for the M & Y Parcel to have access to the parking spaces constructed in the M & Y Parking Easement Area with full right to use and enjoy the benefits of all driveways, sidewalks and parking areas now or hereafter constructed thereon; and

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and the benefits to be derived from the easements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Easement. Granada hereby grants to M & Y for the benefit of and as an appurtenance to the M & Y Parcel (for use only by M & Y and its successors, successors in title, tenants, subtenants, and all employees of the aforementioned), a perpetual, exclusive easement for parking ten passenger vehicles, including but not limited to, cars, vans, trucks and motorcycles, over the M & Y Parking Easement Area. Further, Granada hereby grants to M & Y for the benefit of and as an appurtenance to the M & Y Parcel (for use by M & Y and its successors, successors in title, tenants, subtenants, licensees and other customers, suppliers, agents, independent contractors and employees), a perpetual, non-exclusive easement for pedestrian and vehicular ingress and egress over and across the Granada Parcel as may be necessary for the M & Y Parcel to have access to the parking spaces constructed in the M & Y Parking Easement Area. Notwithstanding the foregoing grant of easements, the M & Y Parcel shall not be entitled to use the easements created herein until such time as the initial improvements are constructed on the Granada Parcel; including but not limited to, the driveways and parking spaces to be utilized by the M & Y Parcel. Further, overnight parking shall not be permitted in the M & Y Parking Easement Area hereunder. M & Y shall not commence towing vehicles parked in violation of this Agreement without having first provided written notice by certified mail, return receipt requested, and an opportunity to cure to Granada and the tenant at the Granada Parcel, provided Granada has provided M & Y with the address for the tenant.

2. Maintenance and Improvements. Granada shall be responsible for operating, maintaining and repairing the Granada Parcel in accordance with all applicable governmental permits and other requirements. The owner of the fee title of the M & Y Parking Easement Area shall also be responsible for posting and maintaining signage, reasonably acceptable to M & Y, evidencing M & Y's exclusive right to park in the M & Y Parking Easement Area as provided herein.

3. Modifications. Granada shall have the right, in its sole discretion, to alter, modify or improve the Granada Parcel; provided, however, that the same shall not materially impair or diminish the rights of M & Y hereunder. The owner of fee title to the M & Y Parking Easement Area shall not obstruct, impede or interfere with the reasonable use of the M & Y Parking Easement Area for the purposes expressed herein, and shall not build, construct or create, nor permit others to build, construct or create any buildings or other structures within the M & Y Parking Easement Area that may interfere with the reasonable use of the M & Y Parking Easement Area for the purposes expressed herein. As such, the owner of fee title to the M & Y Parking Easement Area shall be permitted to construct improvements in the M & Y Parking Easement Area and elsewhere on those portions of the Granada Parcel covered by the ingress and egress created herein so long as such improvements do not interfere with the ability of the M & Y Parcel to utilize ten parking spaces in the M & Y Parking Easement Area and gain vehicular access to the M & Y Parking Easement Area from Granada Boulevard and pedestrian access to the M & Y Parking Easement Area from the M & Y Parcel and from Granada Boulevard. The owner of fee title to the Granada Parcel shall have the right to use the M & Y Parking Easement Area for any purpose not inconsistent with the full use and enjoyment of the rights granted herein by the owner of fee title to the M & Y Parcel. The owner of fee title to the M & Y Parking Easement Area shall have the right to relocate the M & Y Parking Easement Area to another portion of the Granada Parcel without the approval or consent of the owner fee title to of the M & Y Parcel, provided such relocation is at that owner's sole cost and provided further that such relocation shall not interfere with the ability of the M & Y Parcel to utilize ten parking spaces in the new M & Y Parking Easement Area and gain vehicular access to the new M & Y Parking Easement Area from Granada Boulevard and pedestrian access to the new M & Y Parking Easement Area from the M & Y Parcel and from Granada Boulevard.

4. Indemnification. Each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless from and against, and shall reimburse the Indemnified Party for, any and all claims, suits, demands, damages, losses, costs and expenses, including reasonable attorney's fees and expenses

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arising out of or in connection with the acts or omissions of the Indemnifying Party relating to this Agreement, including without limitation the failure of the Indemnifying Party to comply with the terms and conditions hereof, except to the extent any such losses, costs, expenses, claims or damages are due to the acts or omissions of the Indemnified Party.

5. Successors. The rights and obligations contained herein shall run with the titles of the M & Y Parcel and the Granada Parcel, and shall bind and inure to the benefit of the respective successors, assigns and subtenants of the parties hereto. Granada and M & Y covenant and agree that they and their heirs, assigns and successors will abide by the provisions of this Agreement and easement grants herein contained.

6. Entire Agreement. This document contains the entire Agreement between Granada and M & Y, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the matters contemplated by this document. This Agreement and easement grants shall be liberally construed to insure that the purposes to be accomplished by Granada and M & Y are facilitated.

7. Severability. Every provision of this Agreement shall be independent of and severable from the other provisions hereof. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

8. Mutual Cooperation. The parties hereto agree to cooperate fully with one another in carrying forth the various duties, responsibilities and obligations contained in this Agreement.

9. Attorneys' Fees, Prevailing Party. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to the recovery of all court costs and reasonable attorneys' fees inclusive of court costs and reasonable attorneys' fees incurred in any appellate proceedings.

10. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

11. Waiver of Jury Trial. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS EASEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW AND THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

12. Merger. Notwithstanding that the same party may own both the easement area and the benefited property, the doctrine of merger shall not operate to extinguish the easements created herein.

13. No Public Dedication. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public.

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WITNESS WHEREOF, Granada and M & Y have executed this instrument as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANADA MANAGEMENT, LLC, a Florida
limited liability company

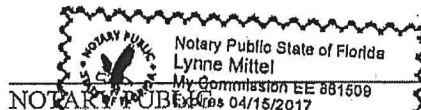
Krista Devore
Print Name: Krista Devore
Loraine Flanagan
Print Name: Loraine Flanagan

By:

Melchor E. Gonzalez
MELCHOR E. GONZALEZ
MANAGER

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 27 day of June, 2016, by MELCHOR E. GONZALEZ, the MANAGER of Granada Management, LLC, a Florida limited liability company who is ☒ personally known to me, or who [] produced _____ as identification.



Printed Name: Lynne Mittel
My Commission Expires: 2017- April 15

M&Y

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Signed, sealed and delivered
in the presence of:

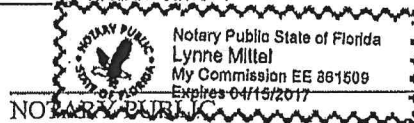
K.D.N.
Print Name: Krista Devore
Lorraine Flanagan
Print Name: Lorraine Flanagan

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M & Y PROPERTIES, LLC, a Florida limited
liability company

By: Melchor E. Gonzalez
MELCHOR E. GONZALEZ
MANAGER

STATE OF FLORIDA
COUNTY OF Hagler

The foregoing instrument was acknowledged before me this 07 day of June, 2016, by MELCHOR E. GONZALEZ, the MANAGER of M & Y Properties, LLC, a Florida limited liability company who is ☒ personally known to me, or who [] produced _____ as identification.



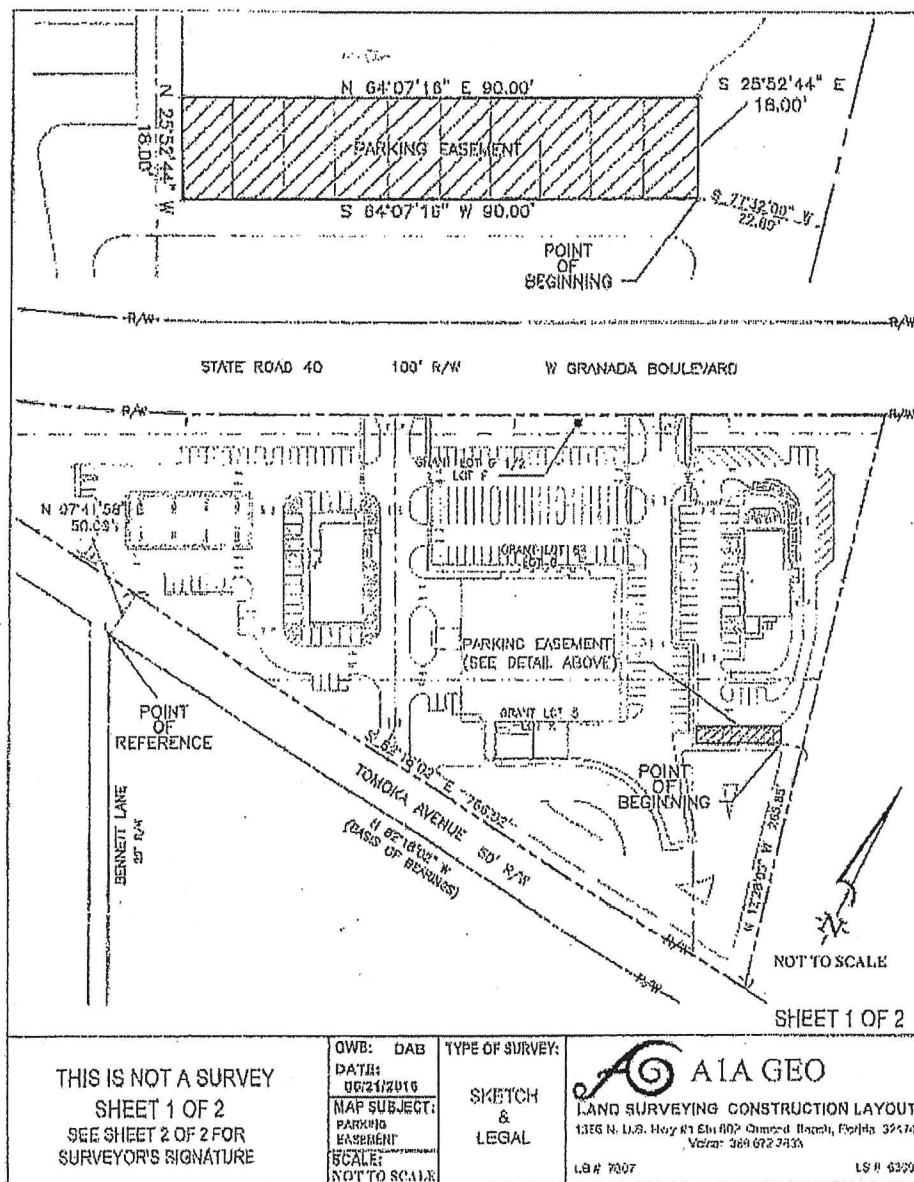
Printed Name: Lynne Mittel
My Commission Expires: 2017 - April 15

My

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EXHIBIT "A"

M & Y PARKING EASEMENT AREA



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LEGAL DESCRIPTION: PARKING EASEMENT

BEING A PORTION OF GRANT LOT 8 (LOT 15), SUBDIVISION OF THE MAP OF THE HENRY YOUNGE GRANT IN ORMOND, AS RECORDED IN MAP BOOK 2, PAGE 118, ALSO BEING RECORDED IN MAP BOOK 12, PAGE 24, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, BEING THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF TOMOKA AVENUE CA 30.00' RIGHT OF WAY AS NOW LAID OUT, AND THE EAST-WAY LINE OF BARNETT LANE CA 30.00' RIGHT-OF-WAYS AS NOW LAID OUT, RUN THENCE NORTH 47 DEGREES 41 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 36.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TOMOKA AVENUE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 82 DEGREES 13 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 766.02 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 12 DEGREES 28 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 265.85 FEET; THENCE SOUTH 77 DEGREES 32 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 22.69 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 64 DEGREES 07 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 99.00 FEET; THENCE NORTH 35 DEGREES 32 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 18.00 FEET; THENCE NORTH 64 DEGREES 07 MINUTES 16 SECONDS EAST FOR A DISTANCE OF 94.00 FEET; THENCE SOUTH 23 DEGREES 52 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL, CONTAINS 0.01 ACRES MORE OR LESS.

GENERAL NOTES AND SURVEY REPORT:

1. BEARING STRUCTURE ASSUMED (N 82°18'02" W) ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF TOMOKA AVENUE (A 30 FOOT RIGHT-OF-WAY) FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER AIA CO, INC.
3. THIS SKETCH IS NOT FINAL AND COMPLETE UNLESS SHEETS 1 AND 2 ARE TOGETHER.

ABBREVIATIONS / LEGEND:

CA	CENTRAL ANGLE	LO	LICENSED BUSINESS	No.	NUMBER	P0	POINT OF CURVATURE
Ch	CHORD BEARING	LC	LICENSED CORPORATION	GYB	OFFICE WORK BY	PCC	POINT OF COMPOUND CURVE
Ch	CHORD DISTANCE	LAC	LIMITED LIABILITY	OW	WORK ORDER	B0	STATE ROAD
L	LENGTH		COMPANY	No.	NUMBER	R	RADIUS
		LS	LICENSED SURVEYOR			RW	RADIUS OF WAY

THIS IS NOT A SURVEY

SHEET 2 OF 2

	OWD: DAB DATE: 09/12/2016 MAP SUBJECT: PARKWAY EASEMENT SCALE: N/A	TYPE OF SURVEY: SKETCH & LEGAL	A1A GEO LAND SURVEY CONSTRUCTION LAYOUT 23015 N. U.S. Hwy #1 Ste 502, Orlando Beach, Florida 32714 Voice: 385.892.0923 LG # 7087
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PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 27th day of June, 2016, by and between **GRANADA MANAGEMENT, LLC**, a Florida limited liability company, whose post office address is Post Office Box 1797, Ormond Beach, Florida 32175, hereinafter called the Grantor, to **GRANADA POINTE INVESTORS, LLC**, a Florida limited liability company, whose post office address is Post Office Box 730086, Ormond Beach, Florida 32173-0086, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in VOLUSIA County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2016 and all subsequent years, and matters appearing of record in the Public Records of Volusia County, Florida; provided, however, that this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.



Signed, sealed and delivered
in the presence of:

GRANADA MANAGEMENT, LLC,
a Florida limited liability company

K D
Print Name: Krista Devore

Loraine Flanagan
Print Name: Loraine Flanagan

By:

Melchor E. Gonzalez
MELCHOR E. GONZALEZ
MANAGER

STATE OF Florida)
COUNTY OF Flagler) ss:

The foregoing instrument was acknowledged before me this 27 day of June, 2016, by MELCHOR E. GONZALEZ, as Manager of GRANADA MANAGEMENT, LLC, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____

Lynne Mittel
NOTARY PUBLIC, STATE OF FLORIDA


 Notary Public State of Florida
Lynne Mittel
My Commission EE 861509
Expires 04/15/2017
(Print Type or Stamp Commissioned Name of Notary Public)

EXHIBIT "A"

Parcel 3:

Being a portion of Lot J of Grant Lot 6, a portion of Lot G of Grant Lot 6 and a portion of Lot F of Grant Lot 6 1/2, Ormond, per Map Book 2, Page 118, also recorded in Map Book 12, Page 24, of the Public Records of Volusia County, Florida and being those lands described in Official Records Book 2275, Pages 531, 532 and 537, Official Records Book 2316, Page 780 and the Northerly 50 foot of Official Records Book 2316, Page 780 and the Northerly 50 foot of Official Records Book 2275, Page 533, Official Records Book 2561, Page 475, Official Records Book 2573, Page 11 and Official Records Book 2606, Page 1354 and being more particularly described as follows:

As a point of reference commence at the Northeasterly corner of the Easterly 60 feet of the Westerly 134 feet of Lot "E" of Grant Lot 5, Ormond, as recorded in Map Book 2, Page 118 as now established said point being a concrete monument #3464; run thence South 25 degrees 56 minutes 03 seconds East along the West line of the Westerly 271 feet of the Easterly 371 feet of said Lot "E", a distance of 50.00 feet to the Northeast corner of Lot 2, Arbors at Ormond Beach, as recorded in Map Book 47, Page 148, Public Records of Volusia County, Florida; thence South 64 degrees 10 minutes 36 seconds West along the North line of said Arbors at Ormond Beach, a distance of 317.37 feet to the Northwest corner of Lot 1 of said Arbors at Ormond Beach; thence North 12 degrees 28 minutes 00 seconds West, a distance of 86.79 feet for the Point of Beginning; thence South 64 degrees 08 minutes 49 seconds West, a distance of 231.61 feet; thence North 25 degrees 51 minutes 11 seconds West, a distance of 250.00 feet to a point on the Southerly right of way line of Granada Avenue (a 100 foot right of way); thence North 64 degrees 08 minutes 49 seconds East along said Southerly right of way line a distance of 291.12 feet; thence departing the Southerly right of way line of said Granada Avenue South 12 degrees 28 minutes 00 seconds East, a distance of 256.98 feet to the Point of Beginning.

Parcel 4:

Being a portion of Lot F of Grant Lot 5, a portion of Lot K of Grant Lot 5, a portion of Lot G of Grant 6 and a portion of Lot J or Grant Lot 6, Ormond, per Map Book 2, Page 118, also recorded in Map Book 12, Page 24 of the Public Records of Volusia County, Florida and being those lands described in Official Records Book 2275, Pages 531, 532 and 537, Official Records Book 2316, Page 780 and the Northerly 50 foot of Official Records Book 2275, Page 533, and Official Records Book 2561, Page 475, Official Records Book 2573, Page 11, and Official Records Book 2606, Page 1354 and being more particularly described as follows:

As a point of reference commence at the Northeasterly corner of the Easterly 60 feet of the Westerly 134 feet of Lot "E" of Grant Lot 5, Ormond, as recorded in Map Book 2, Page 118 as now established, said point being a concrete monument #3464, run thence South 25 degrees 56 minutes 03 seconds East along the West line of the Westerly 271 feet of the Easterly 371 feet of said Lot "E" a distance of 50.00 feet to the Northeast corner of Lot 2, Arbors at Ormond Beach, as recorded in Map Book 47, Page 148, of the Public Records of Volusia County, Florida; thence run South 64 degrees 10 minutes 36 seconds West along the North line of said Arbors at Ormond Beach, a distance of 317.37 feet to the Northwest corner of Lot 1 of said Arbors at Ormond Beach, said point being the Point of Beginning; thence South 12 degrees 28 minutes 00 seconds East along the West line of said Arbors at Ormond Beach, a distance of 291.55 feet to the Southwest corner of Lot 1 of said Arbors at Ormond Beach, said point being on the Northerly right of way line of Tomoka Avenue (a 50 foot right of way); thence North 82 degrees 18 minutes 02 seconds West along the Northerly right of way line of said Tomoka Avenue, a distance of 200.03 feet; thence departing Northerly right of way line of said Tomoka Avenue North 20 degrees 49 minutes 08 seconds West, a distance of 258.50 feet; thence North 64 degrees 08 minutes 49 seconds

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East, a distance of 231.61 feet; thence South 12 degrees 28 minutes 00 seconds East, a distance of 86.79 feet to the Point of Beginning.