

Prepared by and  
after recording return to:

Florida Power & Light Company  
Corporate Real Estate Dept.  
700 Universe Boulevard  
Juno Beach, Florida 33408

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 ("**Effective Date**") by and between Florida Power & Light Company, a Florida corporation ("**Grantor**") with an address at 700 Universe Boulevard, Juno Beach, Florida 33408, and Cypress Grove Community Development District ("**Grantee**"), with a mailing address at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

### WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Palm Beach County, Florida, being more particularly described and depicted on Exhibit A ("**Easement Premises**") attached hereto and incorporated herein by this reference; and

WHEREAS, Grantee desires to obtain, and Grantor desires to grant, a non-exclusive perpetual easement over, upon, across, through, within and under the surface of the Easement Premises according to the terms conditions, provisions, covenants, promises, requirements, obligations and duties hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor does hereby sell, convey, bargain and grant unto Grantee, a non-exclusive perpetual easement (the "**Easement**") over, upon, across, through, within and under the surface of the Easement Premises for the sole purpose of Grantee, and its agents, contractors and subcontractors operating, maintaining, improving, modifying, replacing and repairing a canal located within the Easement Premises, including the right of ingress and egress across, over, and upon the Easement Premises as may be reasonably necessary to carry out the purposes of this Agreement, but not for any other purpose whatsoever.

3. Term. The term ("**Term**") of this Agreement shall be perpetual, unless sooner terminated as provided herein.

4. Reservation of Grantor Rights. Grantor hereby reserves all rights of ownership in and to the Easement Premises and keeps, saves, preserves, maintains, and reserves unto itself and to each and all of its successors and assigns, all of Grantor's rights and interests in and to the Easement Premises, including, without limitation, the right to grant further easements over, upon, across, through, within and under the surface of the Easement Premises and the right to use the Easement Premises for all uses whatsoever, provided that all such uses do not unreasonably interfere with or are not inconsistent with the easement rights granted herein. Grantor, along with its successors, assigns, lessees, licensees and invitees may enter the Easement Premises at any time and for any reason and enjoy the full use of the Easement Premises and facilities thereon and therein without further notice to Grantee. Grantor may, at its sole

discretion, construct, install, operate, use, maintain, repair, alter, modify, change, replace, modify and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Premises. Grantor may convey ownership, easement and lease rights and interests along with license agreements to one or more persons and entities to the Easement Premises and allow such persons and entities to construct, install, operate, use, maintain, repair, alter, modify, change, replace, modify and remove facilities and improvements over, upon, across, through, within and under the surface of the Easement Premises. Grantee's easement rights and Grantee's use and maintenance of the Easement Premises are now and shall always be subject, subordinate and inferior to Grantor's rights in and to the Easement Premises and to each and all of Grantor's mortgages, liens, obligations, prior easements, prior lease agreements, prior license agreements, and encumbrances applicable or related to the Easement Premises and Grantor's title to and ownership of the Easement Premises whether or not recorded in any public record. Grantee shall not interfere with Grantor's facilities, or with Grantor's use of the Easement Premises, or with the facilities of or use of the Easement Premises by any person or entity which has a right to use the Easement Premises. Grantor shall not unreasonably interfere with, prohibit and/or prevent Grantee's use of the Easement Premises for the purpose described and authorized herein.

5. Easement Relocation. At any time following the Effective Date, Grantor may at its sole discretion, relocate the Easement Premises upon delivering not less than sixty (60) days prior written notice to Grantee of such relocation. Grantor and Grantee shall cooperate and work together in good faith to agree upon an alternate location, footprint, design and construction plan for the new easement premises ("**New Easement Premises**") which shall be similar to the Easement Premises in area and appropriateness for the use of Grantee's purposes, in which event the New Easement Premises shall be deemed to be the Easement Premises for all purposes under this Agreement. In the event a relocation is required by Grantor solely for Grantor's operational purposes that are within Grantor's control, then Grantor shall pay for all reasonable costs and expenses directly related to relocation of the Easement Premises, including, without limitation, the costs and expenses of constructing and/or relocating, as applicable, all required improvements and facilities within the New Easement Premises reasonable and necessary for the use of Grantee's purposes as of the date of such relocation, provided however, Grantee, at its sole cost and expense, shall be responsible for the cost of such relocation, including without limitation all required improvements and facilities necessary for the use of Grantee's purposes, if such relocation is required due to or in any way caused by or related to an (i) action of condemnation undertaken by any entity not directly controlled by or related to the Grantor, provided that Grantee retains the right to seek just compensation from the condemning authority for its easement interest, (ii) at Grantee's request, for Grantee's operational purposes, and/or (iii) as a result of Grantee's failure to perform under terms of this Agreement.

6. Condemnation. Grantee shall cooperate in good faith with Grantor concerning each and every condemnation action exercised by each entity authorized by applicable law to exercise power of condemnation over and affecting the Easement Premises. Grantor shall be entitled to receive the entire award or payment in connection with any taking of the Easement Premises, or any portion thereof, without deduction therefrom for any estate vested in Grantee by this Agreement and Grantee shall receive no part of such award or payment. Grantee hereby expressly assigns to Grantor all of its right, title and interest in and to every such award or payment. Grantee may seek its own compensation and reimbursement for Grantee's damages and other costs from an entity which exercises a condemnation action, provided such award shall not decrease the size of any award Grantor may be entitled to. Grantor has no duty or obligation to relocate the Easement Premises, modify this Easement, or otherwise compensate, reimburse Grantee, or make Grantee whole for any effect which occurs to Grantee as a result of or associated with a condemnation action.

7. Grantee Encumbrances. Grantee shall not, without express prior written agreement with and prior approval from Grantor, directly or indirectly create or cause any lien, mortgage, security pledge, or any form of encumbrance(s) to be applied to or affect the Easement Premises. Grantee shall permit no liens or claims of lien to be filed against the Easement Premises and shall promptly discharge or transfer to bond any lien that may be filed against the Easement Premises by reason of Grantee's activities thereon. It is understood and agreed by Grantee that it is not given any lien rights against the Easement Premises, and any such rights are hereby waived and released.

8. Restrictions. Grantee shall not use the Easement Premises in any manner which Grantor believes in its sole opinion will restrict, impair or interfere with Grantor's existing use of the Easement Premises or could cause a hazard or threat of injury to any person(s) or property. Grantee shall not construct or install anything within the Easement Premises that does or will exceed a height of fourteen (14) feet above the ground surface. Notwithstanding the foregoing, Grantor hereby acknowledges and agrees that Grantee's permitted use of the Easement Premises under this Agreement and all of Grantee's existing water drainage, conveyance and irrigation improvements located within the Easement Premises as of the date of this Easement do not currently restrict, impair or interfere with Grantor's existing use of the Easement Premises.

9. Compliance with Laws. Grantee shall at all times and at its sole expense, comply with each and every present and future law, ordinance and regulation of any state, municipal, federal, or other governmental, or lawful authority applicable to Grantee's use and maintenance of, and right to use, the Easement Premises.

10. Design, Construction and Maintenance. At all times during the Term of this Agreement, in order to protect persons and property, Grantee, at its sole expense, shall maintain the entire Easement Premises, Maintenance shall include all types of repairs and maintenance which are typical and customary according to the purpose for which this Easement is granted. Grantor shall have the right, but not obligation, to direct Grantee to perform maintenance as deemed necessary in the sole opinion of the Grantor. Before commencing any type of digging, drilling, excavation or other work below the ground surface, Grantee shall, as required by law, determine if any underground utility infrastructure exists within the location where such below-ground activity is expected to occur. All design, construction, repair and maintenance of facilities and improvements within the Easement Premises shall comply with Grantor's instructions and specifications along with all applicable laws.

To avoid interference with Grantor's use of the Easement Premises and/or by any other person or entity authorized to use the Easement Premises, and to ensure each proposed construction and maintenance activity is acceptable to Grantor, the Grantee shall not perform construction or maintenance within the Easement Premises until approved in writing by Grantor. For all construction and maintenance within or directly affecting the Easement Premises, Grantee must hire an entity ("**Contractor**") pre-approved by Grantor to perform design, construction and maintenance work within or directly affecting the Easement Premises and facilities therein.

If an emergency situation occurs which requires immediate repair of any facility within the Easement Premises to prevent injury to persons or property, then Grantee may at its discretion temporarily close the vehicular crossing and/or hire a Contractor known to have in the past been acceptable to Grantor and direct that Contractor to commence repair of the facility(ies) within the Easement Premises. In the case of an emergency situation, Grantee shall notify and consult with Grantor by telephone and/or electronic mail as soon as possible.

11. Environmental. Grantee shall not create or contribute to any environmental contamination, unauthorized or unpermitted wetland impacts, other environmental impacts (individually and collectively referred to as "**Environmental Conditions**") as a result of its use of the Easement Premises. In the event Grantee causes any Environmental Conditions to occur because of the performance of activities on the Easement Premises, Grantee shall notify Grantor immediately upon discovery. Within seventy-two (72) hours of discovering such Environmental Conditions, Grantee shall, at its sole cost and expense, correct such condition or situation; provided that the Grantor retains the right to enter upon the Easement Premises and correct any such condition or situation at any time. Any release notifications required to be submitted to federal, state or local regulatory agencies, because of the actions of Grantee pursuant to this Easement or any other notifications based on Environmental Conditions, shall be coordinated with Grantor.

If Grantee, or its employees, contractors, subcontractors or anyone else working at the direction of Grantee causes Environmental Conditions on the Easement Premises, or causes contamination that originates on the Easement Premises, Grantee, on its own behalf and on behalf of its shareholders, officers, directors, employees, servants, agents, and affiliates, subject to the limitations of Section 768.28, Florida

Statutes, if applicable, and without waiving the sovereign immunity of the State of Florida, shall and hereby does forever hold harmless, indemnify, and release Grantor, and its shareholders, officers, directors, employees, servants, agents and affiliates (collectively, "**Grantor Entities**") of and from all claims, demands, costs, loss of services, compensation, actions or investigations on account of or in any way growing out of the Environmental Conditions, and from any and all known and unknown, foreseen and unforeseen damages, and the consequences thereof, resulting from the Environmental Conditions, including but not limited to, restoration of the Easement Premises to the condition it existed in prior to the occurrence of the Environmental Conditions.

12. Indemnity. Grantee understands and agrees that the Easement Premises and facilities therein, along with Grantor's adjoining real property is and will continue to be utilized and operated by Grantor and by other entities and there exists risk of injury to persons and damage to property associated with use and maintenance of the Easement Premises by Grantee and other entities.

Grantee understands and agrees that Grantee's use of the Easement Premises and facilities therein is and always shall be on an "as is" basis and that Grantor, along with its Grantor Entities, do not in any way make, offer, extend, deliver, give or provide unto Grantee or any other person or entity, any form of explicit or implied warranty, guarantee, promise, commitment, or representation concerning the safety, condition, quality or fitness of the Easement Premises or any facility located therein for any use or purpose.

Grantee agrees to use and maintain the Easement Premises and facilities therein and to accept and exercise all of its rights, privileges, covenants, promises, requirements, obligations and duties granted herein at Grantee's sole risk and expense and with no liability or expense to Grantor Entities.

To the fullest extent permitted by law, and at Grantee's sole cost and expense, but at no cost or expense to Grantor Entities, but subject to the limitations of Section 768.28, Florida Statutes, if applicable, Grantee shall indemnify, defend, and hold harmless Grantor Entities from all litigation, legal actions, legal proceedings, claims, demands, arbitrations, liabilities, costs, expenses, losses, fines, penalties, damages, awards, settlements, and fees (including, but not limited to, litigation costs through all trial and appellate levels and any costs and disbursements related thereto) which arise or result from, and/or are in any way caused by, associated with, related to, or connected with this Easement and/or by use and/or maintenance of the Easement Premises and/or facilities therein by Grantee and/or by Grantee's officers, directors, employees, agents, contractors, subcontractors, vendors, tenants, licensees, grantees, members, invitees, visitors, or other persons or entities, except when arising from, due to, caused by, associated with, related to, or in any way connected with the gross negligence of Grantor Entities. Nothing contained in this Section 12 shall have the effect of waiving the State of Florida's sovereign immunity beyond that which is contained in Section 768.28, Florida Statutes, if applicable. This section shall survive termination of this Agreement coextensively with other surviving provisions of this Agreement.

13. Insurance. During the Term of this Agreement, Grantee shall have and maintain at all times without lapse or interruption and at Grantee's sole cost and expense, a commercial general liability insurance coverage policy ("**Insurance Policy**") with minimum coverage limits of at least Three Million and No/100 Dollars (\$3,000,000.00) per each single occurrence for death of persons, injury to persons, and damage to real and personal property caused by or for which Grantee is responsible and/or liable. The Insurance Policy shall be endorsed to insure against all obligations assumed by Grantee in and as to the indemnity described herein. Grantee shall furnish to Grantor each year, a Certificate of Insurance that names Grantor as both an "Additional Insured" party and as a "Certificate Holder" as to the Insurance Policy and which provides evidence that the Insurance Policy is effective and in force according to the conditions named herein, including that the Insurance Policy shall not be non-renewed or materially changed so as to affect Grantor's interests until thirty (30) days after written notice has been sent to Grantor. Grantor may, on one or more occasions by providing Grantee with thirty (30) days advance written notice, require Grantee to alter and adjust the amount of the Insurance Policy minimum coverage limits so as to remain commensurate with Grantor's risk management requirements.

14. Default and Waiver. If Grantor believes that Grantee has failed and/or is failing to adequately perform, or comply with, any term, condition, provision, covenant, promise, requirement,

obligation or duty contained in this Agreement, then Grantor may, but is not obligated to, send a written notice of default to Grantee describing the default. In which case, Grantee shall promptly commence all necessary action(s) to cure the default(s) after receipt of such notice. A notice of default may also describe specific action(s) which Grantee must undertake to correct the default(s). All defaults must be cured by Grantee no later than sixty (60) days immediately following delivery of a notice of default, and if any such default is not cured within the above prescribed sixty (60) day time period, then Grantor may pursue any remedy available at law or in equity, or available pursuant to the terms hereof, or otherwise available, provided, however, if such cure cannot be reasonably made within such sixty (60) day period, Grantee shall have a reasonable amount of time to cure the default(s) so long as corrective action is commenced by Grantee within fifteen (15) days following Grantor's delivery of Grantor's notice of default and thereafter Grantee diligently prosecutes same to completion. Grantor may, but is not required to, also commence any other action to cure any default(s) if Grantor believes in its sole discretion that such action is necessary and prudent. Upon Grantor's demand, Grantee shall reimburse Grantor for all costs paid by Grantor to cure Grantee's default(s). Grantor may notify Grantee of a default at any time regardless of the period of time which may have elapsed since the default first occurred or became known to Grantor, and the passage of time shall not constitute a waiver of such default nor a waiver of any term, condition, provision, covenant, promise, requirement, obligation or duty to which Grantee is bound or obligated to abide by, nor shall the waiver of any right occasioned by a default in any one or more instances constitute a waiver of any right occasioned by either a subsequent default of the same obligation or by any other default. This paragraph shall survive termination of this Easement coextensively with other surviving provisions of this Easement.

15. Termination. Grantor may terminate this Agreement if Grantee abandons use of the Easement Premises, or if Grantee's use of the Easement Premises becomes unnecessary. For purposes of this Agreement, Grantee shall be deemed to abandon its use of the Easement Premises for non-use of the Easement Premises for one (1) year.

At the time this Agreement becomes terminated or extinguished, each party hereto shall be relieved of all terms, conditions, provisions, covenants, promises, requirements, obligations and duties contained herein except those specifically intended to survive the termination or extinguishment hereof which shall continue to be effective and in force as described herein.

After this Agreement becomes terminated or extinguished and within thirty (30) calendar days following Grantor's request, Grantee shall execute and return to Grantor, one or more written instrument(s) prepared by and in a form acceptable to Grantor for proper recording in the official public records of Palm Beach County, Florida (or in the county in which the Easement Premises exists at such time) for the purpose of providing constructive notice of such termination or extinguishment. Grantee's obligation to observe and perform this covenant shall survive the termination or extinguishment of this Agreement. If Grantee fails to execute and return each such written instrument(s) to Grantor within the prescribed thirty (30) calendar-day time period, then Grantor may act alone and record any written instrument(s) into the official public record and perform any other action necessary to provide constructive notice regarding the termination or extinguishment of this Agreement.

16. Surrender and Restoration. Grantee shall vacate and surrender the Easement Premises upon the termination of this Agreement. Additionally, on or prior to the termination of this Agreement, Grantor may, without any cost to Grantor, require Grantee to leave any or all improvements and facilities constructed and installed by Grantee within the Easement Premises, or Grantor may require Grantee, at Grantee's sole cost, to remove any or all improvements and facilities constructed and installed by Grantee within the Easement Premises and to restore the Easement Premises to a physical condition as near as possible to which the Easement Premises existed on the Effective Date. Grantee's obligation to observe and perform this covenant shall survive the termination of this Agreement.

17. Holding Over. If Grantee refuses and/or fails for any reason to vacate, surrender or restore all or any portion of the Easement Premises by the date upon which this Agreement becomes terminated for any reason, then no tenancy, ownership or other legal interest in the Easement Premises to the benefit of Grantee shall result therefrom, but such holding over shall be an unlawful detainer and Grantee and each and every other person and/or entity who utilizes the Easement Premises by, under, based upon, or related

to this Agreement shall be deemed to be a trespasser subject to immediate eviction, ejection and/or other method of removal, and Grantor shall immediately be entitled to pursue any remedy available at law or in equity, or available pursuant to the terms hereof, or otherwise available to obtain possession of the Easement Premises. This paragraph shall survive termination of this Agreement coextensively with other surviving provisions of this Agreement.

18. Governing Law and Venue. All litigation, legal actions, and legal proceedings which arise or result from, and/or are in any way caused by, associated with, related to, or connected with this Agreement are and shall be governed and interpreted according to the laws of the State of Florida (excluding its conflicts of law provisions) and the federal laws of the United States of America and in the event of any litigation arising hereunder, the venue for any such litigation, shall be in any federal or state court having jurisdiction in Palm Beach County, Florida.

19. Jury Trial Waiver. **GRANTOR AND GRANTEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE NOW AND FOREVERMORE, EACH AND ALL OF THEIR RIGHT(S) THAT EITHER PARTY HAS NOW OR MAY HAVE AT A FUTURE TIME TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION UNDER, BASED UPON, ARISING FROM, ASSOCIATED OR CONNECTED WITH, OR RELATED TO THIS AGREEMENT AND/OR GRANTEE'S RIGHT OF EASEMENT CREATED AND GRANTED HEREIN, OR ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTION OF OR BY GRANTOR AND/OR GRANTEE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.**

20. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. Constructive Notice. All owners, mortgagees, creditors and other entities now having and/or who acquire any form of interest in or to this Easement or the Easement Premises by or through Grantee are hereby constructively notified that each and every right, privilege, term, condition, provision, covenant, promise, requirement, obligation and duty in this Agreement is applicable to their respective interest and shall not be lessened, reduced, diminished, compromised, modified, or altered in any way, and that each and every form of legal right and/or interest in and to this Agreement or the Easement Premises held by any such person and/or entity shall be subject to and governed by this Agreement.

22. Actual Notice. Each notice pursuant to this Agreement sent by either Grantor or Grantee to one another shall be in writing and sent by at least one of the following methods: (i) United States Postal Service (“**USPS**”) certified mail with return receipt requested, or (iii) Federal Express, United Parcel Service (“**UPS**”) or other national overnight delivery carrier with delivery confirmation. All notices shall be sent with all postage and related fees prepaid in advance by the sender sufficient to carry each notice without cost to the addressee to its destination as follows:

Upon Grantor: Florida Power & Light Company – CRE/JB  
700 Universe Blvd.  
Juno Beach, FL 33408

Upon Grantee: Cypress Grove Community Development District  
c/o GL Homes  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323  
Attn: Larry Portnoy

or to any other substitute address which Grantor and/or Grantee may subsequently designate per advance written notice. Each Notice shall be deemed given and served upon the addressee as of the date when it is actually delivered to the addressee's then designated address or as of the date when actual delivery is first attempted (whichever occurs first) by USPS, Federal Express, UPS or other national overnight delivery carrier.

23. Recording. Grantee shall, at its sole expense, provide constructive notice of the existence of this Agreement by recording this instrument in the official public records of Palm Beach County, Florida on or before the fifth (5th) business day which immediately follows the Effective Date, and Grantee shall provide a copy of this instrument to each and every person or entity who has a legal ownership, collateral or other financial interest in and to Grantee's interest in the Easement Premises as of and after the Effective Date while the Term of this Agreement remains effective and in force.

24. Headings and Gender. All headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

25. Construction. This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by legal counsel for one of the parties, it being recognized that both Grantor and Grantee entered into it freely without duress, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits, schedules, addendums or amendments hereto.

26. Entire Agreement. This Agreement contains and constitutes all of the rights, privileges, terms, conditions, provisions, covenants, promises, requirements, obligations and duties of the entire understanding and agreement between Grantor and Grantee and there are no other agreements, terms, conditions, provisions, covenants, promises, requirements, obligations or duties other than those set forth herein, and this Agreement supersedes all prior discussions, negotiations, understandings and agreements between the parties, whether oral or written.

27. Amendments. This Agreement may not be changed, modified, altered or amended, except by a subsequent written agreement mutually executed by and between Grantor and Grantee, or their respective successors or assigns.

28. No Third-Party Beneficiary Rights. Unless expressly stated otherwise herein, this Agreement shall not confer any right, benefit or remedy, either intended or incidental, upon any third party.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

[SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed, acknowledged and delivered, all as of the Effective Date.

**Witnesses for Grantor:**

**Grantor:**

Florida Power & Light Company,  
a Florida corporation

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ]  
online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
\_\_\_\_\_ as \_\_\_\_\_ of Florida  
Power & Light Company, on behalf of the company, who [ ] is personally known or [ ] has produced  
\_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]



**Witnesses for Grantee:**

**Grantee:**

CYPRESS GROVE COMMUNITY  
DEVELOPMENT DISTRICT, an independent  
special taxing district of the State of Florida

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Charles Walsey

Its: Chair and Authorized Signatory

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ]  
online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Charles Walsey as Chair and Authorized  
Signatory of Cypress Grove Community Development District, on behalf of the district, who [ ] is personally  
known or [ ] has produced \_\_\_\_\_ as identification

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

Exhibit A

Easement Premises

**SKETCH AND DESCRIPTION**

THIS IS NOT A SURVEY!

**EXHIBIT "A"**



**DESCRIPTION:**

BEING A PARCEL OF LAND LYING WITHIN SECTION 26, TOWNSHIP 42 SOUTH, RANGE 39 EAST, PALM BEACH COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 40 EAST; THENCE SOUTH 00°44'30" EAST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 16.17 FEET; THENCE SOUTH 89°29'43" WEST, ALONG THE SOUTH LINE OF THAT MUTUAL EASEMENT AGREEMENT, 200 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1428, PAGE 581, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 7171.20 FEET; THENCE SOUTH 00°30'17" EAST, A DISTANCE OF 134.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 68°08'05" WEST, A DISTANCE OF 78.33 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 220.36 FEET, A CENTRAL ANGLE OF 30°50'08"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 118.59 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 36°35'34"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 255.47 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°42'23" WEST, A DISTANCE OF 285.63 FEET; THENCE NORTH 43°15'07" WEST, ALONG A LINE 50.00 FEET NORTHEAST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, THE SOUTHWEST LINE OF THAT FLORIDA POWER AND LIGHT RIGHT-OF-WAY, 660 FEET IN WIDTH AS RECORDED IN OFFICIAL RECORDS BOOK 2431, PAGE 1704, SAID PUBLIC RECORDS, A DISTANCE OF 288.13 FEET; THENCE NORTH 00°42'23" EAST, A DISTANCE OF 78.22 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 36°35'34"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 383.20 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 420.36 FEET, A CENTRAL ANGLE OF 23°29'02"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 172.29 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE NORTH 89°29'43" EAST, ALONG THE SOUTH LINE OF SAID MUTUAL EASEMENT AGREEMENT, 200 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 1428, PAGE 581, SAID PUBLIC RECORDS, A DISTANCE OF 69.92 FEET; THENCE SOUTH 43°15'07" EAST, ALONG THE NORTHEAST LINE OF SAID FLORIDA POWER AND LIGHT RIGHT-OF-WAY, 660 FEET IN WIDTH, AS RECORDED IN OFFICIAL RECORDS BOOK 2431, PAGE 1704, SAID PUBLIC RECORDS, A DISTANCE OF 183.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.254 ACRES, MORE OR LESS.

BEARINGS BASED ON THE STATE PLANE GRID, FLORIDA EAST ZONE, NAD 83, 1990 ADJUSTMENT, THE WEST LINE OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 40 EAST HAVING A BEARING OF SOUTH 00°44'30" EAST, WITH ALL OTHER BEARINGS BEING RELATIVE THERETO.

**LEGEND:**

FPL - FLORIDA POWER AND LIGHT  
 NTS - NOT TO SCALE  
 O.R.B. - OFFICIAL RECORDS BOOK  
 PG. - PAGE

**LEGEND:**

P.O.B. - POINT OF BEGINNING  
 P.O.C. - POINT OF COMMENCEMENT  
 R/W - RIGHT-OF-WAY  
 S.T. - SURVEY TIE  
 30-42-39 - SECTION 30, TOWNSHIP 42 SOUTH, RANGE 39 EAST

**CERTIFICATION:**

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION AS SHOWN HEREON, MEETS THOSE STANDARDS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, FLORIDA STATUTES. THIS SKETCH AND DESCRIPTION OR COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR ELECTRONIC SIGNATURE/SEAL IN DIGITAL FORMAT, OF A FLORIDA SURVEYOR AND MAPPER.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

\_\_\_\_\_  
 PERRY C. WHITE DATE: 2/21/23  
 PROFESSIONAL SURVEYOR & MAPPER  
 FLORIDA REGISTRATION NO. 4213

SKETCH & DESCRIPTION

INDIAN TRAILS  
 L-8 CANAL OUTFALL  
 DRAINAGE EASEMENT

SCALE:

SHEET 1 OF 3

REVIEWED: PW

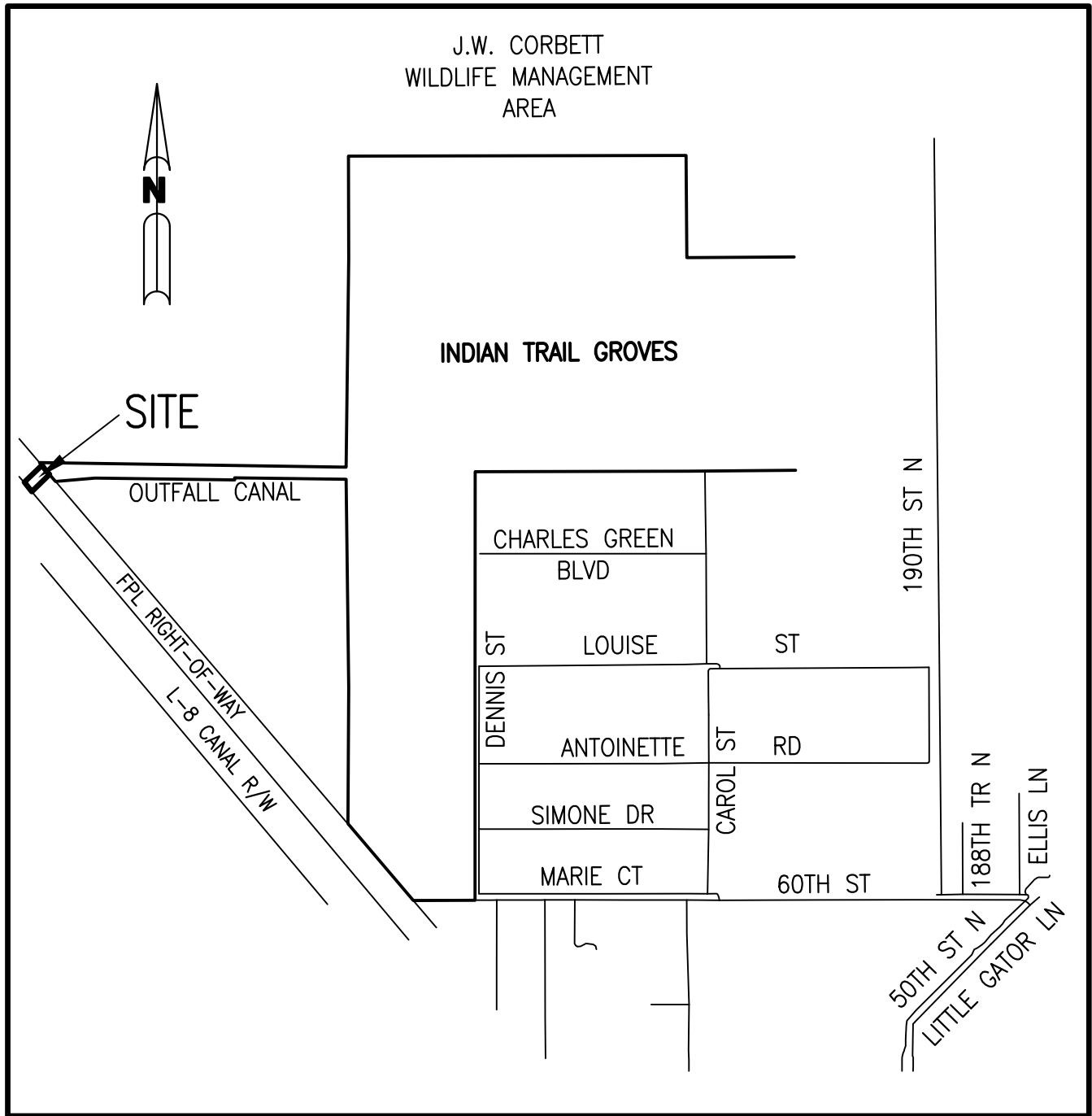
DRAWN: BEJ

DATE:  
 9/25/22

DRAWING No:  
**D0121LG03**

# SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!



## LOCATION MAP

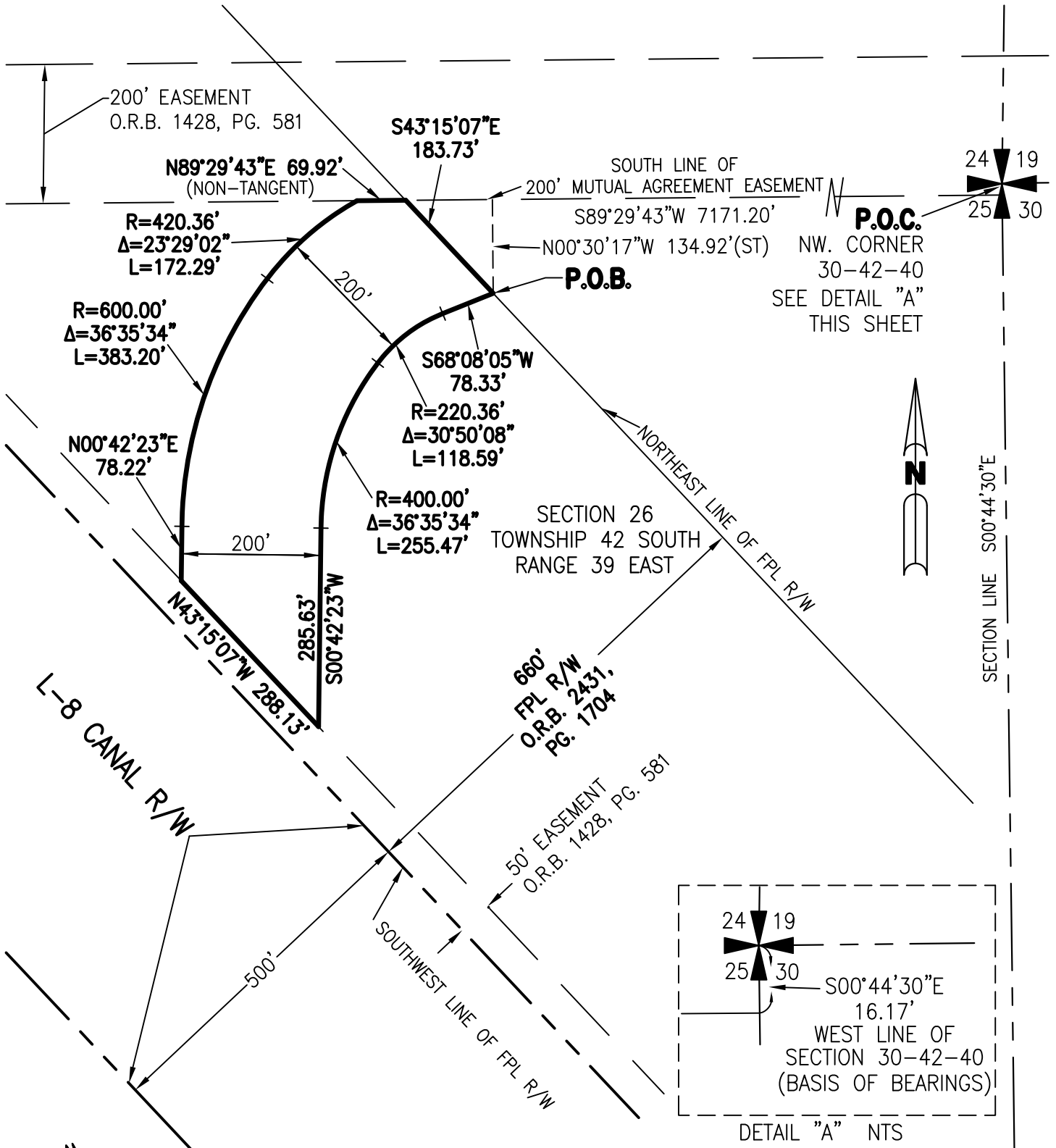
NOT TO SCALE



SKETCH & DESCRIPTION  INDIAN TRAILS L-8 CANAL OUTFALL DRAINAGE EASEMENT	SCALE: 1" = 200'	SHEET 2 OF 3
	REVIEWED: PW	DRAWN: BEJ
	DATE: 9/25/22	DRAWING No: <b>D0121LG03</b>

# SKETCH AND DESCRIPTION

THIS IS NOT A SURVEY!



SKETCH & DESCRIPTION  INDIAN TRAILS L-8 CANAL OUTFALL DRAINAGE EASEMENT	SCALE: 1" = 200'	SHEET 3 OF 3
	REVIEWED: PW	DRAWN: BEJ
	DATE: 9/25/22	DRAWING No: <b>D0121LG03</b>