After recording, return to:

DAVIS, PICKREN, SEYDEL & SNEED, LLP 2300 Marquis Two Tower 285 Peachtree Center Avenue, N.E. Atlanta, Georgia 30303 (404) 588-0505 Attn: J. Rutherford Seydel, II, Esq.

STATE OF FLORIDA

JACKSON COUNTY

Cross Reference: Deed Book 818 Page 906 Jackson County, Florida

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this the 5 day of May, 2021 by and between Edward J. Cambre, Sr. and wife, Judith Byars-Cambre, a married couple with an address of 2441 Reedy Creek Road, Alford, FL 32420 ("Grantor") and Municipal Communications II, LLC, a Delaware limited liability company with a mailing address of Eleven Piedmont Center, 3495 Piedmont Rd., Suite 411, Atlanta, GA 30305 (hereinafter "Grantee").

WHEREAS, Grantor and Value Concepts, Inc., a Georgia corporation with an address of 1790 Atkinson Road, Suite D100, Lawrenceville, GA 30043 ("Original Tenant") entered in to that certain Land Option and Lease Agreement ("Lease") dated effective as of February 16, 2017, wherein Landlord owns that certain real property located in Jackson County, Florida, more particularly described on Exhibit "A" attached hereto ("Property") of which Landlord leased to Tenant a part of such Property more particularly described in and subject to the terms contained in said Lease.

WHEREAS, Original Tenant assigned the Lease to Municipal Communications, LLC, a Georgia limited liability company with a mailing address of 3945 Piedmont Road NE, Suite 411, Atlanta, GA 30305 ("Municipal"), and Municipal accepted the assignment and assumed all obligations under the Lease pursuant to the Assignment and Assumption of Land Option and Lease Agreement dated effective as of September 28, 2017;

WHEREAS, Municipal exercised its option to lease a parcel of the Property by delivery of written notice pursuant to the Lease on February 14, 2018;

WHEREAS, Municipal transferred, assigned, and conveyed its interest in and to the Lease to its affiliate at such time, Municipal Bay, LLC, a Delaware limited liability company on or around January 30, 2018, with such Memorandum of Assignment recorded in the Official records of Jackson County, Florida in Book 1576, Page 0163;

WHEREAS, Municipal Bay, LLC transferred, assigned, and conveyed its interest in and to the Lease to its affiliate at such time, MB SPV, LLC, a Delaware limited liability company, on or around September 19, 2018;

WHEREAS, MB SPV, LLC transferred, assigned, and conveyed its interest in and to the Lease to its affiliate at such time, Grantee, on or around September 26, 2018;

WHEREAS, in furtherance of the rights and obligations contained in the Lease, Grantor desires to grant Grantee a non-exclusive, perpetual easement over, upon, across and through the certain property contained within the Property with all such easements being more particularly described on Exhibit "B" attached hereto and by this reference collectively incorporated herein ("Easement Property"); and

WHEREAS, Grantor and Grantee desire to memorialize and otherwise record this Easement Agreement in the public records of Jackson County, Florida to provide notice to any third parties dealing with the Property with respect to Grantee's interest in same as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by this reference.
- 2. <u>Grant.</u> Grantor hereby grants to Grantee a perpetual non-exclusive easement in favor of Grantee and appurtenant to the Property for the following: (i) access in connection with pedestrian and vehicular ingress and egress access over, upon, across and through the Easement Property as specified in Exhibit B; (ii) utility easement over, upon, across, under and through the Easement Property as specified in Exhibit B; (iii) any such additional easements as may be necessary over, across, under and through the Easement Property and unimproved portions of the Property, as the same exists from time to time, to install and maintain utilities, including, without limitation, the installation of power and telephone service cable, throughout this Easement Agreement, such easements to have the same term as this Easement Agreement; and (iv) right to hook onto any and all lines available to Grantee on the Property to help service the Grantee's improvements and use of same.
- 3. <u>Maintenance and Use of Easement Property</u>. At all times herein, Grantee shall use the Easement Property in such a way that same shall not unreasonably interfere with the normal and customary use of Grantor's Property by Grantor or Grantor's tenants. In that regard, Grantee, at Grantee's expense, shall have all rights of ingress and egress over, upon, across and through the Easement Property (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions located within or on property adjacent to the Easement Property) necessary for the Grantee's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

- 4. <u>Reservation by Grantor</u>, Grantor reserves all rights of ownership in and to the Property which are not inconsistent with this Easement Agreement. Grantor further reserves the right to use the Easement Property for all uses not interfering with the use permitted Grantee hereunder.
- 5. <u>Successors and Assigns</u>. This Easement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Easement Agreement has been executed by the parties hereto as of the day and year first above written.

[GRANTOR AND GRANTEE SIGNATURES FOLLOW ON SUBSEQUENT PAGE]

Signed, sealed and delivered in the presence of:	GRANTOR: Edward J. Cambre, Sr.
Dempua Watsn Witness	Calder Kanhul
Tempera Watson Print	(Signature)
Dun Caru Witness	
Dawn M Carr Print	
Caun Caun Notary Public	
My Commission Expires:	
[NOTARIAL SEAL]	
Signed, sealed and delivered in the presence of:	Judith Byars-Cambre
Vienpera Watson	Judith Byan-Cambr- Signature)
Tempera Watson	V
Witness Witness	
<u>Daunn Can</u>	STATE OF FLORIDA COUNTY OF JACKSON
Down Cary	SWORN TO AND SUBSCRIBED BEFORE ME THIS STORY OF MOU
Notary Public My Commission Expires:	BY: Edward Joseph Cambre
12/31/24	OUGHN BYAIS CAMBRE.
[NOTARIAĽ SEAL]	PERSONALLY KNOWN: PRODUCED ID: FL OL# 401-0 CIRCUIT **
	FL DL # 1087-0 888
	CLAYTON OF
	* STATE

Signed, sealed and delivered in the presence of:

Harris Print

Notary Public

My Commission Expires:

GRANTEE:

MUNICIPAL COMMUNICATIONS II, LLC, a Delaware limited liability company

By:

Peter R. Corry, Sr.

Title: CEO

EXHIBIT "A"

PROPERTY

All that part of the SE 1/4 of the SW 1/4 of Section 13, and all that part of NE 1/4 of NW 1/4 of Section 24. Township 3 North, Range 12 West, lying South of Reedy Creek Road and West of St. Andrews Bay Railroad.

Parcel Identification Number: 24-3N-12-0000-0200-0000

Together with:

East Half of South Half of Southwest Quarter of Southwest Quarter, less County Road, lying and

being in Ward 4 of Section 13, Township 3 North, Range 12 West, located in the Town of Round Lake,

Florida, as per plat recorded in the Office of the Clerk of the Circuit Court of Jackson County, Florida.

EXHIBIT "B"

EASEMENT PROPERTY

Access / Utility Easement:

Together with a proposed 40-foot wide access and utility easement lying and being in the Northwest ½ of the Northwest ¼ of Section 24 and the Southeast ¼ of the Southwest ¼ of Section 13, Township 3 North, Range 12 West, Jackson County, Florida and being described by the following centerline data:

To find the point of beginning, COMMENCE at a ½-inch rebar with a cap bearing the certification LB7476 found at the southwest corner of the northwest ¼ of the northwest ¼ of Section 24, thence run along a tie line, North 39°37'43"East, 147.44 feet to a point; thence, North 56°10'26" East, 156.39 feet to a point; thence, North 54°58'16" West, 30.66 feet to a point; thence running, North 35°01'44" East, 100.00 feet to a point; thence, South 54°58'16" East, 40.28 feet to a point and the true POINT OF BEGINNING; Thence, North 19°22'59" East, 116.70 feet to a point; Thence, North 02°23'53" West, 180.19 feet to a point; Thence, North 84°49'08" East, 238.60 feet to a point; Thence, North 43°47'01" East, 101.42 feet to a point; Thence, North 38°48'54" East, 155.05 feet to a point; Thence, North 68°54'09" East, 168.34 feet to a point; Thence, North 53°23'13" East, 71.79 feet to a point; Thence, South 85°54'50" East, 87.75 feet to a point; Thence, North 84°03'11" East, 94.26 feet to a point; Thence, North 35°17'29" East, 357.36 feet to a point; Thence, North 36°34'06" East, 239.32 feet to the ENDING at a point along the southerly right-of-way of Reedy Creek Road (having an apparent 60 foot right-of-way).

Guy Wire Easement #1

Together with a proposed 50-foot wide guy wire easement lying and being in the Northwest ¼ of the Northwest ¼ of Section 24, Township 3 North, Range 12 West, Jackson County, Florida and being described by the following centerline data:

To find the point of beginning, COMMENCE at a ½-inch rebar with a cap bearing the certification LB7476 found at the southwest corner of the northwest ¼ of the northwest ¼ of Section 24, thence run along a tie line, North 39°37'43"East, 147.44 feet to a point and the true POINT OF BEGINNING; Thence running, North 56°10'26" East, 156.39 feet to the ENDING at a point.

As shown in a survey prepared for SOUTHERNLINC by POINT TO POINT LAND SURVEYORS, INC. dated March 21, 2017 and last revised March 14, 2018.

Guy Wire Easement #2

Together with a proposed 50-foot wide guy wire easement lying and being in the Northwest ¼ of the Northwest ¼ of Section 24, Township 3 North, Range 12 West, Jackson County, Florida and being described by the following centerline data:

To find the point of beginning, COMMENCE at a 1/2-inch rebar with a cap bearing the certification LB7476 found at the southwest corner of the northwest 1/4 of the northwest 1/4 of Section 24, thence run along a tie line, North 39°37'43" East, 147.44 feet to a point; thence, North 56°10'26" East, 156.39 feet to a point; thence, North 54°58'16" West, 30.66 feet to a point; thence running, North 35°01'44" East, 100.00 feet to a point; thence, South 54°58'16" East, 9.72 feet to a point and the true POINT OF BEGINNING; Thence running, North 03°49'34" West, 145.79 feet to the ENDING at a point.

As shown in a survey prepared for SOUTHERNLINC by POINT TO POINT LAND SURVEYORS, INC. dated March 21, 2017 and last revised March 14, 2018.

Guy Wire Easment #3

Together with a proposed 50-foot wide guy wire easement lying and being in the Northwest ¼ of the Northwest ¼ of Section 24, Township 3 North, Range 12 West, Jackson County, Florida and being described by the following centerline data:

To find the point of beginning, COMMENCE at a 1/2-inch rebar with a cap bearing the certification LB7476 found at the southwest corner of the northwest 1/4 of the northwest 1/4 of Section 24, thence run along a tie line, North 39°37'43"East, 147.44 feet to a point; thence, North 56°10'26" East, 156.39 feet to a point; thence, North 54°58'16" West, 30.66 feet to a point; thence running, North 35°01'44" East, 100.00 feet to a point; thence, South 54°58'16" East, 100.00 feet to a point; thence, South 35°01'44" West, 42.21 feet to a point and the true POINT OF BEGINNING; Thence running, South 63°49'34" East, 114.40 feet to the ENDING at a point.

As shown in a survey prepared for SOUTHERNLINC by POINT TO POINT LAND SURVEYORS, INC. dated March 21, 2017 and last revised March 14, 2018.