

## Exhibit "B"

### RIGHT OF WAY AND EASEMENTS

The Vendor hereby agrees to grant to the Purchaser a right of way or easement over **ALL THAT** piece parcel or strip of land being five (5) feet of coastline above the High Water Mark between points **A** and **D** shown and coloured **Yellow** between A and B, coloured **Yellow** between C and D, and coloured **Green** between B and C on the **Plan 1** diagram or plan attached hereto as appurtenant to the said hereditaments **AND** the Vendor hereby agrees to grant to the Purchaser a right of way or easement over **ALL THAT** piece parcel or strip of land being sixty (60) feet of roadway from the north end of the original 26 acre property containing said hereditaments south to the junction of the twenty (20) feet roadway then west along the said twenty (20) feet roadway to the coast of the said hereditaments shown in **Plan 1** coloured Brown on the **Plan 1** diagram or plan attached hereto also as appurtenant to the said hereditaments for the purpose of ingress egress and regress to and from the said hereditaments **AND** the Vendor also hereby agree to grant to the Purchaser a right of way or walking beach access easement over **ALL THAT** piece parcel or strip of land being, *first, (1)* ten (10) feet wide beginning where the southeast corner of Lot 2 (*starting at point E and leading to point F in **Plan 1***) meets the twenty (20) feet wide road reservation extending and leading to the northeast corner of Lot 2, thence and connecting to piece parcel or strip of land being, *second, (2)* five (5) feet wide beginning (marked point **F** in **Plan 1**) at the northeast corner of Lot 2 extending and leading to the High Water Mark at the beach, marked as point **B** shown on the **Plan 1** (with such described right of way or beach access easement coloured Magenta more particularly shown on the **Plan 1** diagram or plan attached hereto) also as appurtenant to the said hereditaments for the purpose of walking beach access ingress egress and regress to and from the said hereditaments.

Vendor also hereby agrees to grant to the Purchaser a right of way or access easement from the Main Public Road to the said hereditaments over **ALL THAT** piece parcel or strip of land being twelve (12) feet wide roadway of roadway leading from the Main Public Road to the house now or formerly owned and occupied by William Pratt and thence directly from the said house to the nearest point of the said hereditaments which said roadway is for the purpose of identification shown coloured Pink on the diagram or plan attached hereto and marked "**Plan 2a**" (hereinafter called "the said **Plan 2a**"), which is also for the purpose of additional identification (overlayed on a digital aerial image) shown coloured Pink on the diagram or plan attached hereto and marked "**Plan 2b**" (hereinafter called "the said **Plan 2b**"), and which said Twelve (12) foot roadway abuts the above-mentioned Sixty foot wide easement marked "60 ft. wide Road Reservation" also shown coloured Grey on the diagram or plan attached hereto and marked "**Plan 1**"

### CONDITIONS AND COVENANTS

The Vendor and the Purchaser hereby agree that the Vendor will not be responsible for the upkeep of any access roads either within the said hereditaments or between the road

reservations and the said hereditaments. The Vendor and the Purchaser also hereby agree that the Vendor will not be responsible for the upkeep of any beach access rights of way or easements either within the said hereditaments or between the road reservations and the said hereditaments

The Vendor hereby notifies the Purchaser that there is already above-ground and buried under the ground electrification of the said hereditaments and the Vendor' said Property including previously installation of high voltage lines from where the main road connects to the Queen's Highway, Long Island at Pratt's Service Station along the Twelve (12) foot wide road (above-ground cables) and the Sixty {60} foot wide (buried cables) road reservation. The Vendor and the Purchaser agree that the Vendor will not be responsible for the arranging and paying for connection from existing (or any new) junction box(es) from the road to the said hereditaments. The Vendor hereby notify Purchaser of a shared (already) buried "*double*" cable that already exists from the rear (east) of the said hereditaments along the 20 ft wide reservation road to where such 20 ft wide reservation road ends in the vicinity of the sea (west) to which electrical service can be made at cost of Purchaser. The Vendor hereby inform the Purchaser that Kevin Pratt (electrician, Cabbage Point) can help locate existing junction boxes and cables and help establish electrical service at Purchaser sole expense. The Vendor and Purchaser agree that reasonable care shall be taken to minimize the clearing of brush and foliage on the said hereditaments if necessary for locating, reburying (burying), modifying connections, or connecting (reconnecting) service to such existing junction box(es) (or any future new junction box(es)) and / or cables along the 20 ft wide reservation road. Purchaser agree to provide reasonable written notice (before work is commenced) to Vendor and assurances to Vendor that electrical hook by electrical professionals up to existing or future new junction box(es) and / or cables along the 20 ft wide reservation road will not interfere with, disconnect, disrupt, or negatively affect power to the Vendor' other property (or properties), including to Lot 1, Lot 2, Lot 3 and/or Lot 4 as delineated on Plan 1 and Plan 3a.

The parties hereto agree as far as possible to preserve the existing native trees situate on the said hereditaments and the Vendor' said property and that casuarina trees will not be planted or allowed to grow on any part thereof.

The parties hereto also agree that all power lines shall be buried underground (with no above-ground power poles) on the said hereditaments.

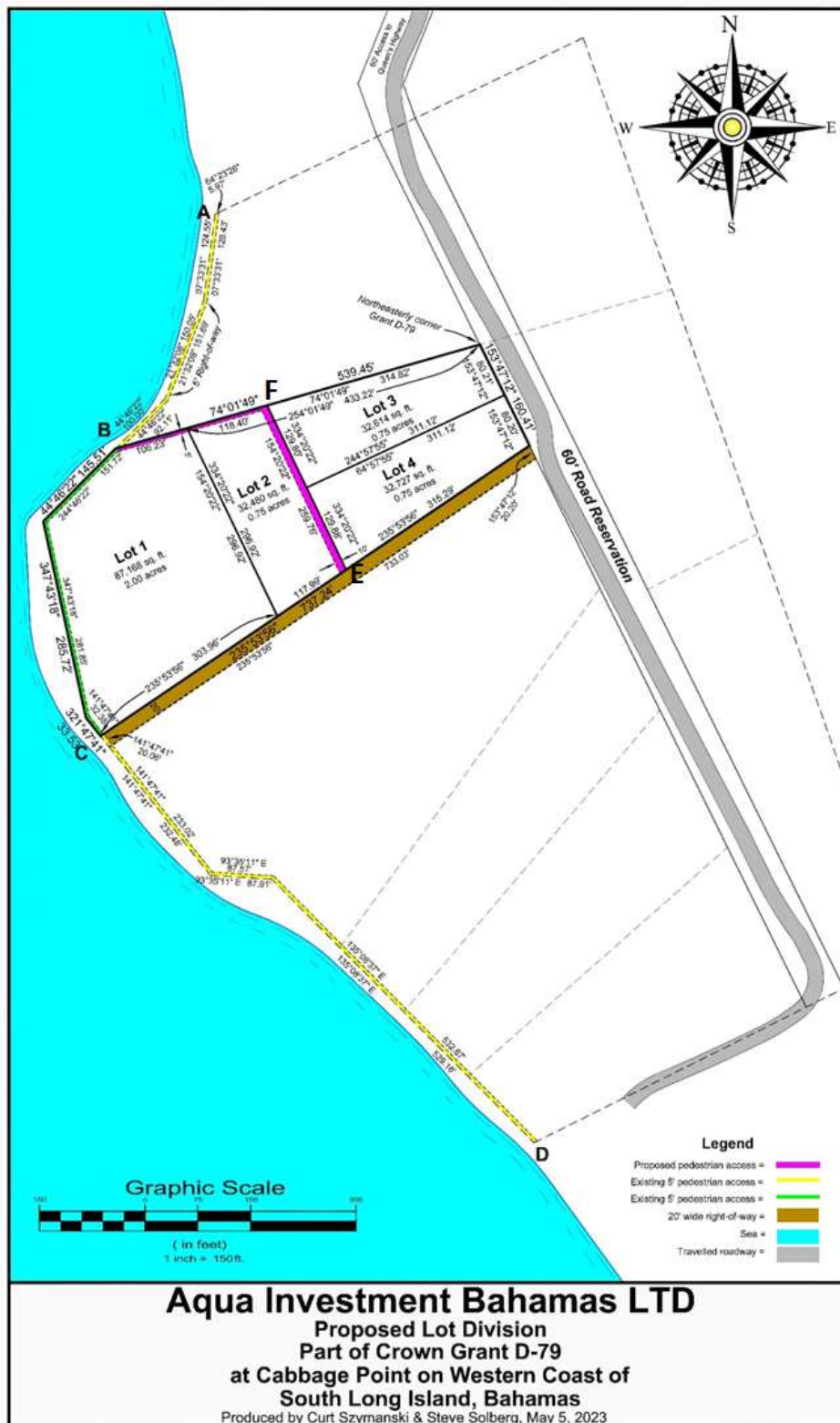
## **EXCEPTIONS AND RESERVATIONS**

*For the avoidance of doubt*, the *Purchaser* hereby agree to grant to the *Vendor* (and the Vendor continue to reserve their rights to an existing right of way or easement) a right of way or easement over **ALL THAT** piece parcel or strip of land being five (5) feet

of coastline above the High Water Mark between points **A** and **D** shown on the **Plan 1** diagram or plan attached hereto which forms part of the said hereditaments as appurtenant to the Vendor' adjacent property and existing easements (hereinafter called "the Vendor said Property and Easement(s)") shown coloured **Yellow** between A and B, coloured **Yellow** between C and D, and coloured **Green** between B and C on the **Plan 1** diagram or plan attached hereto.

*Also for the avoidance of doubt, the Purchaser hereby agree to grant to the Vendor (and the Vendor continue to reserve their rights to an existing right of way or walking beach access easement) over **ALL THAT** piece parcel or strip of land being, *first, (1)* ten (10) feet wide beginning where the southeast corner of Lot 2 meets the twenty (20) feet wide road reservation extending and leading to the northeast corner of Lot 2 (*starting at point E and leading to point F in Plan 1*), thence and connecting to piece parcel or strip of land being, *second, (2)* five (5) feet wide beginning (marked point **F** in **Plan 1**) at the northeast corner of Lot 2 extending and leading to the High Water Mark at the beach, marked as point **B** shown on the **Plan 1** (with such described right of way or beach access easement coloured Magenta more particularly shown on the **Plan 1** diagram or plan attached hereto) which forms part of the said hereditaments as appurtenant to the Vendor' adjacent property and existing easements (hereinafter also called "the Vendor said Property and Easement(s)").*

**Plan 1:**

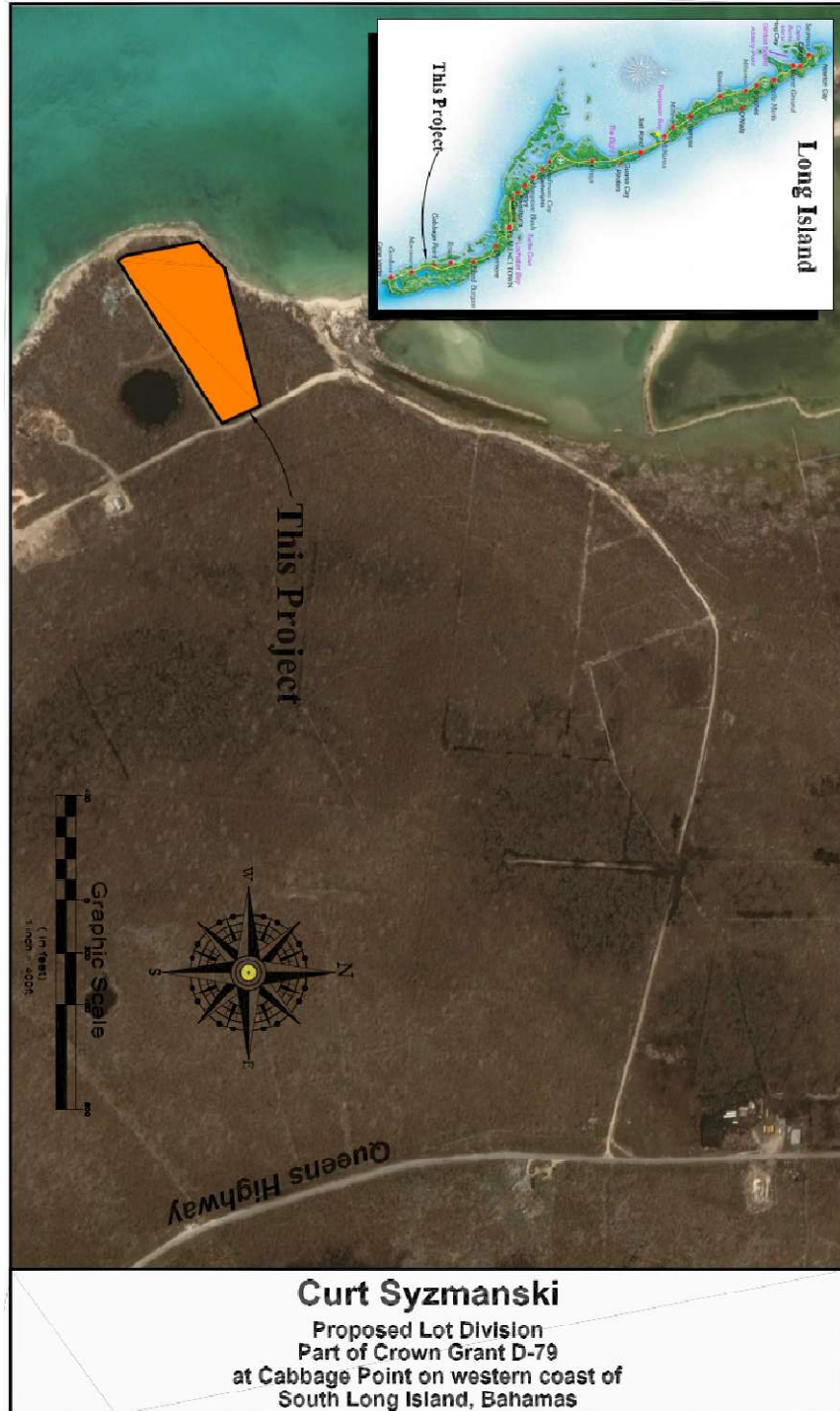


Plan 2a:

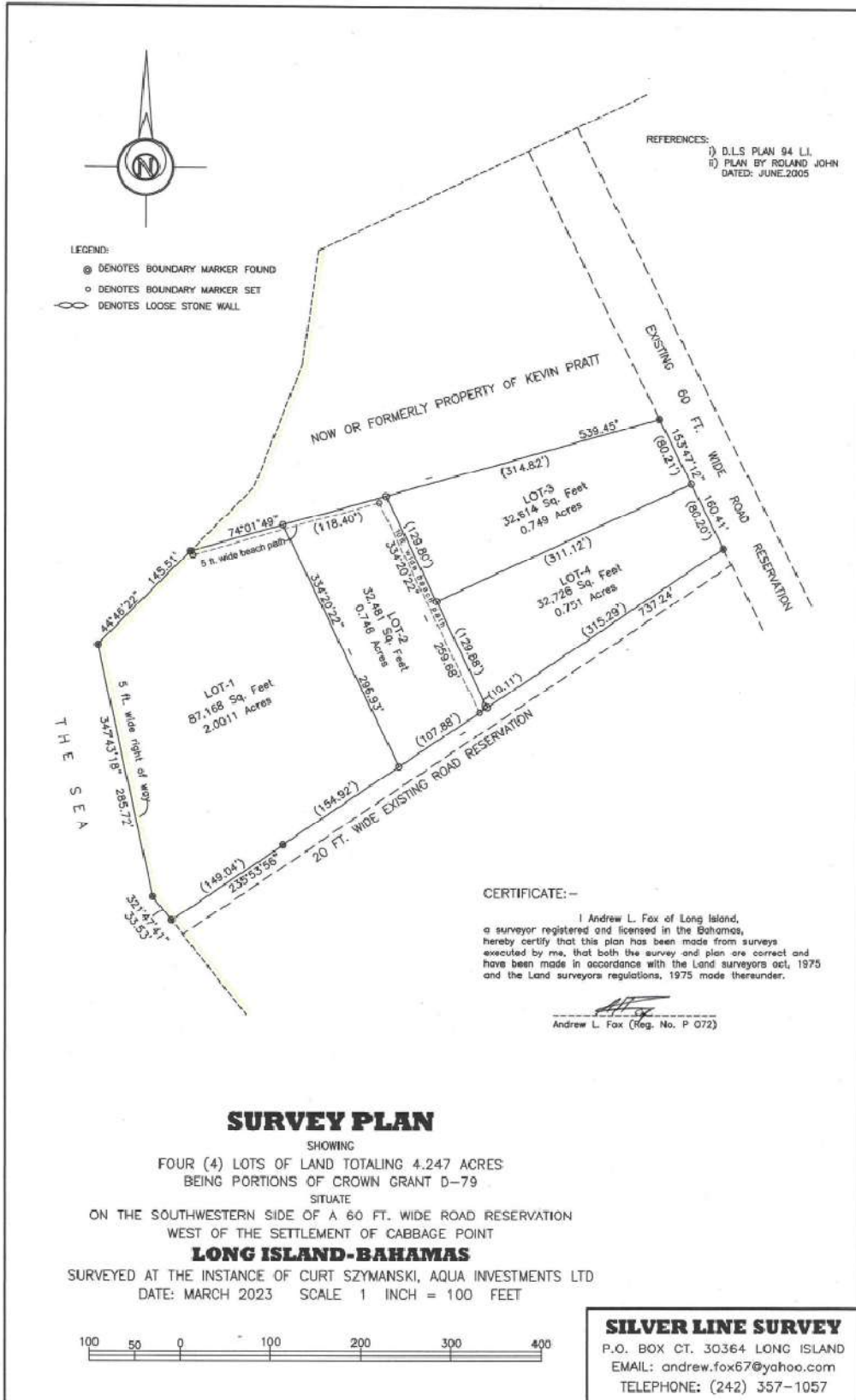


**Plan 2b: Location of New Subdivided Survey Plan from Silver Line Survey in Plan 3a**

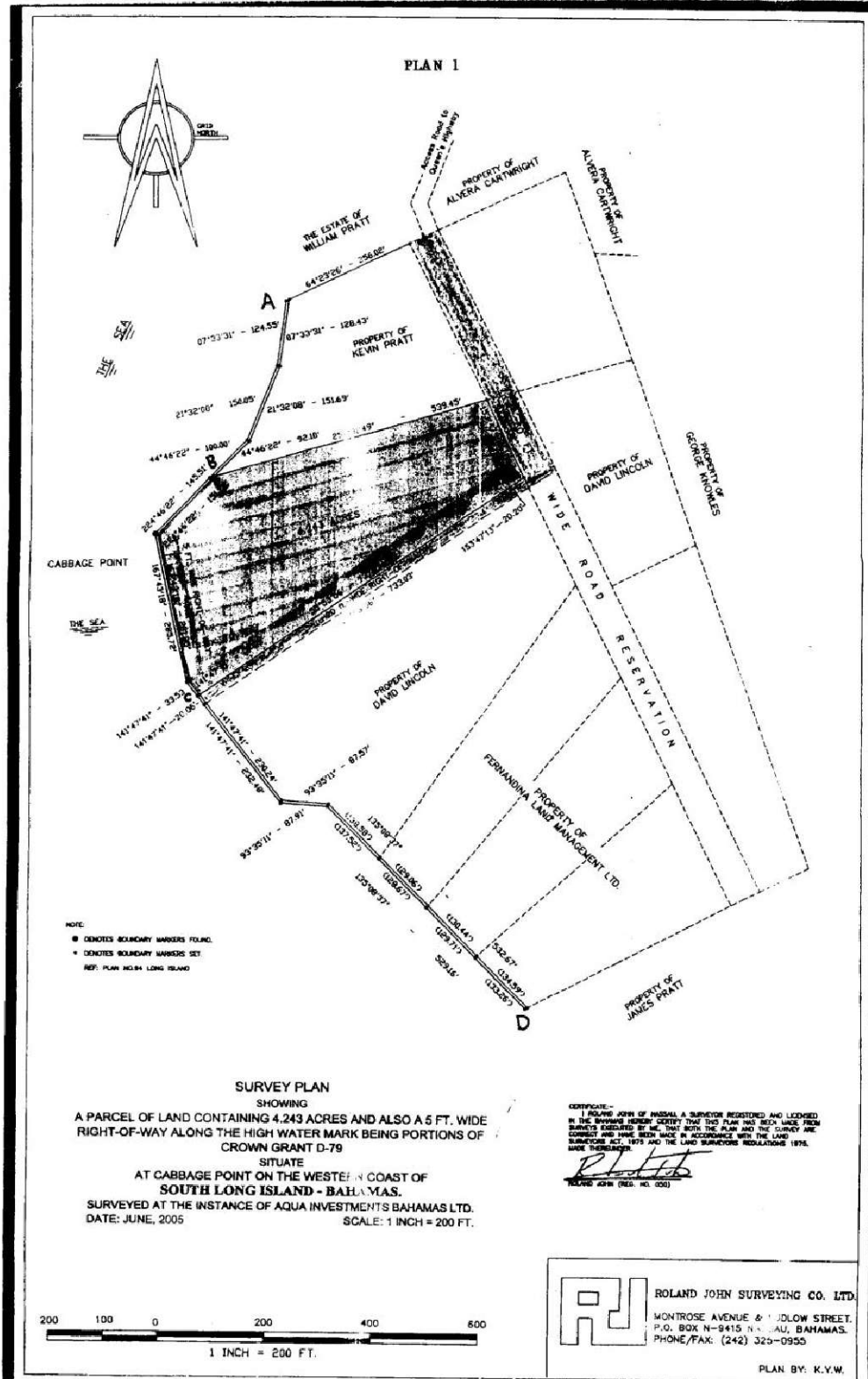
**below**



**Plan 3a: New Subdivided Survey Plan from Silver Line Survey**



**Plan 3b: Reference 2005 Survey BEFORE Subdivide**



Plan 3c:

MAP OF LONG ISLAND



Plan 3d:



AERIAL VIEW OF THE TIP OF FLORIDA AND THE BAHAMAS



AERIAL VIEW OF LONG ISLAND, BAHAMAS