

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING SHOULD BE RETURNED TO:

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SHARED AMENITY AND ACCESS AGREEMENT

THIS SHARED AMENITY AND ACCESS AGREEMENT (this “Agreement”) is entered into as of this 21 day of December, 2023 (the “Effective Date”) by and among **BYRNDOG PCP, LLC**, a Florida limited liability company (“Byrndog”); **JTL GRAND LANDINGS HOLDINGS LLC**, a Foreign limited liability company (“JTL”), and the **LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended. Byrndog and JTL are sometimes together referred to herein as the “Parties”, and separately as a “Party”.

RECITALS:

WHEREAS, Byrndog is the owner of that certain property located in Palm Coast (the “City”), Flagler County, Florida described on Exhibit “A” attached hereto (the “**Cascades Ph. 1A Property**”), that certain property located in the City described on Exhibit “B” attached hereto (the “**Cascades Ph. 1B Property**”), that certain property located in the City described on Exhibit “C” attached hereto (the “**Cascades Ph. 2 Property**”); and that certain property located in the City described on Exhibit “D” attached hereto (the “**Multifamily Property**”); the Cascades Ph. 1A Property, the Cascades Ph. 1B Property and the Cascades Ph. 2 Property, may from time to time be referred to as the “**Byrndog Properties**”; and

WHEREAS, JTL is the owner of that certain property located in the City described on Exhibit “E” attached hereto (the “**Grand Landings Property**”); and

WHEREAS, JTL owns that certain property located in the City described on Exhibit “F” attached hereto (the “**Hook Property**”) and together with the Grand Landing Property may from time to time referred to as the “**JTL Properties**”); and

WHEREAS, the JTL Properties are subject to the Grand Landings Community Development District (the “**CDD**”) established in 2023 pursuant Chapter 190, Florida Statutes; and

WHEREAS, the Byrndog Properties and the JTL Properties are generally depicted in the Conceptual Plan described on Exhibit “G” attached hereto (the “**Conceptual Plan**”) with the Parties designing and developing their respective properties but desiring to share certain amenities and infrastructure; and

WHEREAS, the Parties are entering into this Agreement to share amenities, infrastructure and roads to benefit the Properties as described herein.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein.
2. **Community Amenities**. The Parties agree that the CDD shall design, and permit the amenities described herein and pursuant to the terms hereof (the “**Community Amenities**”) on that certain portion of the Cascades Ph. 1B Property and the Grand Landings Property defined as the “**Amenities Tract**” on the Conceptual Plan, approximately one half of which is on the Cascades Ph. 1B Property and one half of which is on the JTL Property (the “**Amenities Tract**”). The JTL Property will be designed to accommodate fifty percent (50%) of the stormwater runoff of the Amenities Tract and the Cascades Ph. 1A Property or the Cascades Ph. 1B Property will be designed to accommodate the remaining fifty percent (50%). Within thirty (30) days after the expansion of the CDD and the assignment of board seats as provided Section 3, below, each Party shall (i) convey their portion of the Amenities Tract to the CDD and (ii) tender \$100,000.00 to the CDD for the sole purpose of obtaining the Amenities Plans (as defined below) and Budget (as defined below). Upon attaining all permits necessary to commence construction of the Community Amenities, the CDD shall bid and construct the Community Amenities without the use of any CDD funds but rather from funds contributions by the Parties as provided below.
 - a. **Amenities Plans and Budget**. Upon conveyance of the Amenities Tract and the monies tendered as provided above, the CDD shall (i) design and permit the Community Amenities (the “**Amenities Plans**”) and (ii) cause to be prepared a budget for the construction of the Community Amenities in an amount not less than **THREE MILLION THREE HUNDRED AND FIFTY THOUSAND AND NO/100 DOLLARS (\$3,350,000.00)**, inclusive of design and permitting costs (the “**Budget**”). Upon receipt of the Amenities Plans and Budget, the CDD shall provide the same to the Parties for review and approval, such approvals not to be unreasonably withheld, conditioned or delayed. In the event Byrndog or JTL have specific suggested changes to the Amenities Plans and/or Budget, such specific suggested changes shall be provided to the CDD on or before ten (10) business days of receipt of the later of the Amenities Plans or Budget. Thereafter, the Parties shall work together in good faith, and the CDD shall amend the Amenities Plans and/or Budget as necessary, in order to reach an agreement on the Amenities Plans and Budget. In the event Byrndog and/or JTL fail to provide specific suggested changes to the Amenities and/or Budget within such ten (10) business day period, such Party shall be deemed to have approved the Amenities and/or Budget, as applicable.
 - b. **Amenity Funding Agreement**. The Parties will, in good faith, fund the CDD’s design, permitting and construction of the Community Amenity based on the estimated fair share as follows:

i. JTL Share. The Parties acknowledge that upon the recording the Initial Phase 5 Grand Landings plat, JTL will deposit \$250,000.00 of a total commitment of \$1,400,000.00 with the CDD pursuant to a separate agreement between JTL and CDD (the “**JTL Funding Agreement**”), JTL will deposit an additional \$250,000.00 every 45 days thereafter with the CDD until the sum of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** (the “**JTL Initial Share**”) has been deposited with the CDD. At such time that the total amount held by the CDD, on behalf of both Parties for the construction of the Amenity is reduced to a sum of \$100,000.00, JTL shall deposit an additional \$400,000.00 bringing its total contribution of funds for the construction of the Community Amenities to \$1,400,000.00. In no case shall the JTL Share exceed \$1,400,000.00.

ii. Byrndog Share. On or before the date that is six (6) months following the date a building permit is issued for the Community Amenities, Byrndog will deposit \$250,000.00 of a total commitment of \$1,400,000.00 with the CDD pursuant to a separate agreement between Byrndog and CDD (the “**Byrndog Funding Agreement**”), Byrndog will deposit an additional \$250,000.00 every 45 days thereafter with the CDD until the sum of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** (the “**Byrndog Initial Share**”) has been deposited with the CDD. At such time that the total amount held by the CDD, on behalf of both Parties for the construction of the Community Amenities is reduced to a sum of \$100,000.00, Byrndog shall deposit the balance of its Share bringing its total contribution of funds for the construction of the Community Amenities equal to the greater of (x) \$1,400,000.00; or (y) \$3,544.00 times the number of lots approved to be developed. Notwithstanding Byrndog’s rights obligations and liabilities as provided in this subsection, Byrndog may terminate such as provided below in Section 24.

iii. Hook Parcel Share. Notwithstanding Section 2(b)(i), above, JTL shall have an obligation to provide additional funding for the Community Amenities associated with its development of the Hook Parcel and any additional lands added to the Hook Parcel and included within the CDD. Following the Parties total deposits to the CDD reaching \$2,800,000.00 as provided above, at such time that the CDD’s balance of funds used to construct the Community Amenity is reduced to \$300,000.00, JTL or its assigns shall, pursuant to a Developers Funding Agreement with the CDD, deposit with the CDD for its use to construct the Community Amenities an amount equal to the greater of (x) \$550,000.00; or (y) \$3,544.00 times the number of lots approved to be developed.

iv. Default. In the event a Party fails to timely pay to the CDD their Share necessary to construct the Community Amenities, any other Party after providing notice the defaulting Party may cure such default by (x) paying such share and (y) with such payment may record a lien upon the defaulting Party’s property which shall bear interest at the rate of eighteen percent (18%) per annum until paid.

c. Construction of Community Amenities. Upon approval of the Amenities Plans and Budget as described above, the CDD shall proceed to permit and construct the Community Amenities pursuant to the Amenities Plans and Budget. The CDD shall select the contractors necessary for construction of the Community Amenities. The CDD shall commence construction of the Community Amenities within sixty (60) days of recording of the Final Plat for

Grand Landings Ph. 5 Property and shall use good faith efforts to complete construction of the Community Amenities on or before eighteen (18) months following such commencement. Upon commencement of construction of the Community Amenities, any Party shall be reimbursed by the CDD for its documented expenses (excluding their respective shares noted above) associated with the design and permitting costs relating to the Amenities Plans and Community Amenities. To allow for the CDD to commence construction of the Community Amenities, the Parties shall grant the CDD such easements as may reasonably be necessary over their respective properties.

d. Changes to Amenities Plans and Budget. During the permitting and construction of the Community Amenities, the CDD shall provide the Parties any material changes to the Amenities Plans and/or Budget that the CDD deems reasonably necessary. The Parties shall have the same rights with respect to the review and approval of the changes to the Amenities Plans and/or Budget as set forth above in Section 2(a).

e. Completion of Community Amenities. Upon the completion of construction of the Community Amenities, the Parties shall execute any and all documents necessary to ensure the CDD has fee simple title to the Community Amenities. The CDD shall not be required to purchase the Community Amenities nor the Amenities Tract from any Party or third person nor shall CDD bond funds be utilized for the planning, permitting or construction of the Community Amenities. However, the ongoing upkeep, maintenance and replacements costs relating to the Community Amenities and Amenities Tract shall be included in the operations and maintenance component of the CDD assessments and shall be shared by all property owners subject to the CDD including all the lands subject to this Agreement.

f. Shortfall of Funds and True-Up. Should at any time during the construction of the Community Amenities there is a shortfall in the CDD available funds after each Party has contributed their applicable share, Byrndog shall contribute the amount necessary to cover the shortfall. If, at the completion of construction of the Community Amenities, the CDD has a surplus of funds tendered by the Parties as provided in this section, the CDD shall return the surplus funds to the Parties in an amount equal to the percentage of their actual contribution toward the CDD's costs to construction the Community Amenities. Notwithstanding anything contained herein to the contrary, the JTL Share shall not exceed \$1,400,000.00.

g. Use of Community Amenities. The Community Amenities may be utilized without the payment of separate use fees other than CDD O&M assessments in a CDD budget by owners, tenants and guests of homes constructed within the Cascades Ph. 1A Property, the Cascades Ph. 1B Property, the Cascades Ph. 2 Property, the JTL Property and the Hook Property. The Community Amenities may not be utilized without the payment of separate use fees by others, including, owners, tenants and guests of homes constructed within the Multifamily Parcel or other properties.

3. CDD.

a. CDD Board. Upon expansion of the CDD boundaries to include the Byrndog Properties (less the Multifamily Parcel) and the Hook Parcel, JTL shall cause two (2) of the five (5) members of the board of the CDD to resign their seats and Byrndog shall have the right

to appoint the two (2) new members of the board. In the event JTL conveys the Hook Parcel, JTL shall resign one (1) seat on the board of the CDD with the owner of the Hook Parcel appointing a replacement member. All such resignations and appointments shall be conducted in the manner as directed by counsel to the CDD.

b. Expansion of Boundaries of the CDD. On or before December 1, 2023 JTL and Byrndog shall cause the CDD to be expanded consistent with Chapter 190, F.S. to include the JTL Properties (including the Hook Parcel) and the Byrndog Properties, excluding the Multifamily Property. Each Party shall execute such documents as may be reasonably required by the CDD to expand the boundaries of the CDD to include such portion of the Properties. In addition, each Party shall cause their respective board members on the CDD to cause the CDD to execute such documents as may be reasonably required in order for the CDD to authorize and issue bonds in an amount not more than \$37,000,000.00 as soon as reasonably practicable.

c. Cap on O&M for Hook Property. Notwithstanding the expansion of the CDD boundaries to include the Hook Property, prior to development of the Hook Property, the Hook Property shall only be assessed its share of the administration operation costs (administrative, legal, accounting, etc.) of the CDD annual budget and not ongoing maintenance, repairs or improvements. Following the commencement of development of the Hook Property, the Hook Property shall be assessed the full amount of the CDD assessments.

d. Targeted O&M Assessments. The Parties agree that at full buildout of the JTL Properties and the Cascades Properties, the targeted operations and maintenance assessment imposed by the CDD will be approximately \$1,200.00 per lot per year.

e. Targeted P&I Assessments. Byrndog and JTL shall each have an assessment area that covers their respective portions of the Properties and such bond debt desired by each Party shall be specifically assigned to their assessment area. No additional debt beyond the aforementioned debt shall be placed on any assessment area by the CDD until all lots are constructed with homes and resident members control the CDD board. The annual principal and interest assessment imposed by the CDD (exclusive of collection costs and early payment discount) will be approximately \$1,600.00 per lot per year.

4. Entrances and Main Access Improvements.

a. General Intent. As provided below with specificity, the Parties desire develop and construct their respective properties consistent with the Conceptual Plan allowing for each party to share utilities and roadways ("**Shared Improvements**"). The Parties desire to allow each other, and their assigns to have vehicular and pedestrian access across the roads and sidewalks within their respective properties so that all owners within the CDD have access to Seminole Woods Parkway and Citation Blvd. Moreover, the Parties desire that the CDD or other governmental entity to own and maintain such Shared Improvements.

b. Entrance Plans and Main Access Improvements Plans. Prior to the Effective Date of this Agreement, JTL and Byrndog shall agree on: (i) the design for each entrance to the Properties, including the general aesthetic design and the hardscape and landscape elements

(the “**Entrance Plans**”); and (ii) the design of the roadway and utilities (the “**Main Entrance Improvements Plans**”) that will provide utilities and continuous, uninterrupted vehicular and pedestrian access from Citation Boulevard through the JTL Property to the shared border with the Cascades Ph. 1A Property and to the shared border with the Hook Property and from the shared border between the JTL Property and the Cascades Ph. 1A Property through the Cascades Ph. 1A Property to Seminole Woods Boulevard and to the shared border with the Hook Property, in the locations generally depicted on the Conceptual Plan (collectively, the “**Main Access Improvements Plans**”). The Main Entrance Improvements Plans shall include the utilities (and sizes of such utility lines) within such areas, pavement width of the right of way and adjacent sidewalks, lighting and signage elements as well as the streetscape and landscaping along such pavement and sidewalks. After the effective date of this Agreement, a Party may not change the plans provided for in this paragraph if such change will have an adverse effect on the other Party’s development of its property. If a Party desires to make a change to the plans, it shall provide notice to the other Party with copies of all documents depicting such change (i.e., drawings, surveys, diagrams, etc.).

c. Construction of North Entrance and Northern Improvements Segment. As part of the initial phase of development of the JTL Property, JTL, at JTL’s sole cost and expense, shall permit and construct (i) a gated entrance to the JTL Property at Citation Boulevard consistent with the Entrance Plans and in the location identified on the Conceptual Plan (the “**North Entrance Improvements**”); and (ii) the portion of the Main Access Improvements within the JTL Property consistent with the Main Entrance Improvements Plans (the “**Northern Improvements Segment**”). JTL shall select the contractors necessary for construction of the North Entrance Improvements and Northern Improvements Segment. JTL shall complete construction of the North Entrance Improvements and Northern Improvements Segment within fifteen (15) months following the initial commencement of land development activities within the JTL. Upon completion of the North Entrance Improvements and the Northern Improvements Segment, JTL shall convey such improvements to the CDD. JTL hereby grants, bargains, sells and conveys to Byrndog a temporary construction and access easement over the Northern Improvements Segment as reasonably necessary for Byrndog to tie into and the Northern Improvements Segment with the Southern Improvements Segment (as defined below) to ensure that the Bryndog Property has access to Citation Blvd. JTL also hereby reserves a temporary construction easement over such portion of the Northern Improvements Segment as for the benefit of the Hook Property to have access to the Northern Improvements Segment with the roadways constructed within the Hook Property.

d. Construction of South Entrance and Southern Improvements Segment. As part of the initial phase of development of the Cascades Ph. 1A Property, Byrndog, at Byrndog’s sole cost and expense, shall permit and construct (i) a hard gated entrance to the Cascades Ph. 1A Property at Seminole Woods Boulevard consistent with the Entrance Plans and in the location identified on the Conceptual Plan (the “**South Entrance Improvements**”); and (ii) the portion of the Main Access Improvements within the Cascades Ph. 1A Property consistent with the Main Entrance Improvements Plans (the “**Southern Improvements Segment**”). The South Entrance Improvements and Southern Improvements Segment shall include a curb cut for the entrance to the Multifamily Property along the Southern Improvements Segment between Seminole Woods Boulevard to the south and the South Entrance Improvements to the north in the location identified

on the Conceptual Plan; however, other than such curb cut, Byrndog shall have no obligation to construct any roadways or improvements within the Multifamily Property. Byrndog shall select the contractors necessary for construction of the South Entrance Improvements and Southern Improvements Segment. Byrndog shall commence construction of the South Entrance Improvements and Southern Improvements Segment within twelve (12) months following commencement of land development activities within the Cascades Ph. 1A Property and shall use good faith efforts to complete construction of the South Entrance Improvements and Southern Improvements Segment on or before six (6) months following such commencement. Upon completion of the South Entrance Improvements and the Southern Improvements Segment, the same shall be conveyed to the CDD. Notwithstanding the foregoing, in the event Byrndog develops the Cascades Ph. 1A Property as opposed to another developer and Byrndog otherwise has the required access to the Cascades Ph. 1A Property without the need for the South Entrance Improvements, Byrndog shall have no obligation to complete the South Entrance Improvements. Byrndog hereby grants, bargains, sells and conveys to JTL a temporary construction and access easement over such portion of the Southern Improvements Segment as reasonably necessary in order for the Cascades Ph. 1B Property and the Cascades Ph. 2 Property to tie into and the Southern Improvements Segment with the roadways constructed within the Cascades Ph. 1B Property and the Cascades Ph. 2 Property. Byrndog also hereby grants, bargains, sells and conveys to the then owner of the Hook Property a temporary construction and access easement over such portion of the Byrndog Property as reasonably necessary in order for the owner of the Hook Property to tie into and the Southern Improvements Segment with the roadways constructed within the Hook Property. Notwithstanding Byrndog's rights obligations and liabilities as provided in this subsection, Byrndog may terminate such as provided below in Section 24.

e. Construction of Hook Entrance. As part of the initial phase of development of the Hook Property, the then owner of the Hook Property, at such owner's sole cost and expense, shall permit and construct a hard gated entrance to the Hook Property at Seminole Woods Boulevard consistent with the Entrance Plans and in the location identified on the Conceptual Plan (the "**Entrance Improvements**"). The owner of the Hook Property shall select the contractors necessary for construction of the Hook Entrance Improvements. The owner of the Hook Property shall commence construction of the Hook Entrance Improvements within twelve (12) months following commencement of land development activities within the Hook Property and shall use good faith efforts to complete construction of the Hook Entrance Improvements on or before six (6) months following such commencement. Upon completion of the Hook Entrance Improvements, the same shall be conveyed to the CDD.

f. Reciprocal Easements. Until the roadways are dedicated or conveyed to the public or conveyed to the CDD, JTL does hereby grant, bargain, sell and convey to Byrndog and Byrndog a non-exclusive easement on, upon, over, under, across and through all roadways within the JTL Properties, as generally depicted on the Conceptual Plan, for the limited purpose of vehicular and pedestrian access and utilities to such Party's portion of the Properties. Until the roadways and utility easements are dedicated or conveyed to the public or conveyed to the CDD, Byrndog does hereby grant, bargain, sell and convey to JTL a non-exclusive easement on, upon, over, under, across and through all roadways within the Cascades Ph. 1A Property, as generally depicted on the Conceptual Plan, for the limited purpose of utilities, vehicular and pedestrian access to such Party's portion of the Properties. Until the roadways are dedicated or conveyed to

the public or conveyed to the CDD, Byrndog does hereby grant, bargain, sell and convey to JTL a non-exclusive easement on, upon, over, under, across and through all roadways within the Cascades Ph. 1B Property, as generally depicted on the Conceptual Plan, for the limited purpose of utility and vehicular and pedestrian access to such Party's portion of the Properties. The foregoing easements shall not include an easement for construction traffic which may be used for the construction of residential units in the parties respective properties; the Parties agree that construction vehicles will be required to have direct access to such Party's portion of the Properties.

g. Step-In Rights. In the event a Party fails to timely satisfy their obligations contained in this Section 4, any other Party, after providing the defaulting party notice, may cure such default by satisfying the same on behalf of such defaulting Party and such defaulting Party shall be subject to a lien being filed on their portion of the Properties for the amount expended to satisfy such obligations which lien shall bear interest at the rate of eighteen percent (18%) per annum until paid. In order to satisfy such obligations, each Party hereby grants to the curing Party such temporary construction easements as may be reasonably necessary and collaterally assigns such plans and permits as may be reasonably necessary. Notwithstanding Byrndog's rights obligations and liabilities as provided in this subsection, Byrndog may terminate such as provided below in Section 24.

5. Homeowners' Associations. JTL shall cause to be formed a homeowners' association for the JTL Property (the "**JTL HOA**"). Byrndog shall cause to be formed a homeowners' association for the Cascades Ph. 1A Property, the Cascades Ph. 1B Property and the Cascades Ph. 2 Property (the "**Cascades HOA**"). JTL shall cause to be formed a homeowners' association for the Hook Property (the "**Hook HOA**") and collectively with the JTL HOA and the Cascades HOA, the "**Associations**"). Each of the Associations shall be formed and operational at or prior to the filing of the first plat for the respective portion of the Properties.

6. Concurrency Payments and Wetland Mitigation. Nothing herein shall require any Party to contribute towards a concurrency obligation or wetland mitigation obligation that is triggered by the use of another Party's portion of the Properties; each Party shall be responsible for concurrency payments and wetland mitigation triggered by the use of the portion of the Properties owned by such Party.

7. Shared Improvements.

a. JTL/Cascades Shared Improvements. As between the JTL Property, the Cascades Ph. 1A Property and the Cascades Ph. 1B Property, the Parties acknowledge that, other than internal roadways and associated lighting, signage, gates and landscaping, there are no shared improvements between such parcels. JTL shall be responsible for the construction of the roadways and associated lighting, signage, gates and landscaping within the JTL Property (collectively, the "**JTL Shared Improvements**") and Byrndog shall be responsible for the construction of the roadways and associated lighting, signage, gates and landscaping within the Cascades Ph. 1A Property and the Cascades Ph. 1B Property (collectively, the "**Cascades Shared Improvements**"), as depicted on the Conceptual Plan. Following construction of the JTL Shared Improvements, the JTL HOA shall be responsible for the ongoing maintenance costs for the JTL

Shared Improvements and the Cascades HOA shall be responsible for the ongoing maintenance costs for the Cascades Shared Improvements.

b. Offsite Shared Improvements. Byrndog and JTL shall share in the cost of construction of the following offsite improvements: off-site force main (collectively, the “**Offsite Shared Improvements**”). Byrndog shall be responsible for the construction of the Offsite Shared Improvements. JTL shall be responsible for \$135,791.00 (the “**JTL Offsite Contribution**”) which shall be placed in escrow with the CDD upon the commencement of construction of the Offsite Shared Improvement and released to Byrndog upon acceptance by the City of Palm Coast. Following construction of the Offsite Shared Improvements and conveyance to the City, the City shall be responsible for the ongoing maintenance costs for the Offsite Shared Improvements. Following construction of the Offsite Shared Improvements, Byrndog shall grant to JTL a utility easement, if necessary, through the Byrndog Properties from Seminole Woods Boulevard to the JTL Properties.

c. Step-In Rights. In the event a Party fails to timely satisfy their obligations contained in this Section 7, any other Party may cure such default by satisfying the same on behalf of such defaulting Party and such defaulting Party shall be subject to a lien being filed on their portion of the Properties for the amount expended to satisfy such obligations which lien shall bear interest at the rate of eighteen percent (18%) per annum until paid. In order to satisfy such obligations, the defaulting Party hereby grants to the curing Party such temporary construction easements as may be reasonably necessary and collaterally assigns such plans and permits as may be reasonably necessary.

8. Construction Liens. No right or privilege of any Party to enter upon the property of another pursuant to this Agreement shall permit or empower such Party to encumber the property of the other with construction liens for unpaid work, labor, supplies, or materials. No Party shall suffer or permit any such construction lien to be filed against any property of the other and, in the event of any such construction lien attaching, the Party responsible for such lien shall cause such lien to be released and discharged of record within thirty (30) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. If any Party causes or allows any such construction liens to be filed, and, thereafter, fails to remove same within thirty (30) days of such Party’s actual notice that said lien has been filed, then the owner of such property, at its election, may pay and satisfy the same, or transfer same to other security, and in such event the Party responsible for such lien arising shall reimburse to the owner of such property any and all sums so paid, including interest at the highest rate allowed by Florida law accruing from the date of payment of the lien amount and including all reasonable costs and expenses incurred in connection therewith or in connection with enforcing this provision. Nothing in this paragraph shall prevent a Party from filing a lien against the another Party’s property as provided elsewhere in this Agreement.

9. Limitation on Easements and Liens. Notwithstanding anything contained herein to the contrary, no easements granted, bargained, sold or conveyed or liens filed pursuant to this Agreement shall encumber or be deemed to encumber any platted residential lot within the Properties. In the event a Party desires to limit or provide more specificity as to easements granted

or liens herein, the Parties shall work together in good faith to accommodate such desire by timely execution of such consents and/or easement or lien modifications as may be reasonably requested.

10. **Indemnification.** Each Party hereto shall, at all times, save, defend and keep the other Party free and harmless from any and all damage or liability occasioned by (i) any act of negligence of the indemnifying Party, or of any contractor, agent or employee of the indemnifying Party, or (ii) the exercise by such Party of the rights granted pursuant to this Agreement, excepting, however, that no Party shall be indemnified against loss or liability resulting from its own negligence or the negligence of its contractors, employees or agents.

11. **Binding Effect.** All terms and provisions of this Agreement are binding upon the Parties hereto and their respective successors and assigns and all rights, privileges, benefits and burdens created hereunder are covenants running with the respective Properties, binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns. The Parties acknowledge each Party may assign its rights and obligations under this Agreement without the consent of any other Party to a Party acquiring such Party's portion of the Properties.

12. **Further Assurances.** In addition to the acts recited herein to be performed by the Parties, the Parties agree to cooperate and perform all further acts as may reasonably be required to perform the tasks contemplated in this Agreement. The foregoing shall include the granting of easements that may reasonably be necessary to carry out the intent of the Parties contained in this Agreement.

13. **Enforcement and Remedies.**

a. In addition to any rights and remedies as may be expressly set forth elsewhere in this Agreement with regard to any particular default, if any Party defaults in the observance or performance of its covenants and obligations under this Agreement, any non-defaulting Party shall be entitled, at such non-defaulting Party's option: (i) to file an action against the defaulting Party for specific performance of this Agreement, or (ii) to file an action against the defaulting Party for damages actually incurred by such non-defaulting Party directly resulting from or arising out of such default under this Agreement. Notwithstanding anything else herein to the contrary, in no event will any Party be liable for, or any Party be entitled to recover from the other Party any consequential, indirect, incidental, special, speculative, punitive or exemplary damages relating to this Agreement (collectively, "**Special Damages**"), including but not limited to lost profits, and any claim or right to seek or recover any such Special Damages is hereby expressly waived.

b. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

c. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue written notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to understand the default and determine the action necessary to cure the default. If the default is the non-payment

of money, the defaulting Party shall have ten (10) days from receipt of the notice in which to cure the default. If the default is other than for the non-payment of money, the defaulting Party shall have thirty (30) days from receipt of the notice to commence the curing of such default, and the defaulting Party shall diligently and continuously proceed to complete the cure of the default thereafter; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time to cure such default, so long as the defaulting Party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default within a reasonable period of time. If the default has not been cured within the period provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion within a reasonable period of time, the non-defaulting Party may exercise the rights and remedies described herein.

14. **Mediation.** To the extent there is any dispute between the Parties, including as to the interpretation of this Agreement, a Party may demand mediation and each Party agrees to attend such mediation in good faith. All mediation shall be held in Orange County, Florida (unless otherwise agreed by the parties). If a Party desires to mediate the dispute, the requesting Party, shall send written notice to the other Party, which notice shall describe the dispute, identify one or more proposed mediators, and set forth suggested dates for mediation (“**Mediation Notice**”). Within five (5) business days after receipt of a Mediation Notice, the notified Party shall respond in writing, agreeing to the proposed mediator and/or dates or objecting to same, and identifying alternative mediators and/or dates. Any Party which fails to respond in a timely fashion shall be deemed to consent to the mediator(s) set forth in the Mediation Notice or response thereto. If the Parties cannot agree on a mediator or dates, each Party shall select a mediator and the two mediators shall appoint at third. In no event shall mediation take place more than thirty (30) days after the Mediation Notice.

15. **Attorneys’ Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

16. **Construction.** Each Party hereto hereby acknowledges that all Parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

17. **Execution and Counterparts.** To facilitate execution, the Parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

18. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered, mailed by registered or certified United States Mail, postage prepaid, return receipt requested, or delivered by overnight courier service or facsimile to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, and any notice or other communication given by either party to the other shall be deemed to have been sufficiently given for all purposes when made by personal delivery, upon actual delivery by registered or certified U.S. mail or overnight courier, or upon transmittal by facsimile evidenced by electronic confirmation of transmittal, to wit:

If to Byrndog:

Jeffrey R. Douglas
Byrndog PCP, LLC
180 Brookhaven Court South
Palm Coast, Florida 32164
Telephone: (561) 252-9905
E-mail: jeff@douglaspd.com

With copy to Counsel:

Michael D. Chiumento III
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Telephone: (386) 445-8900
E-Mail: Michael3@legalteamforlife.com

If to the CDD

Landings Community Development District
c/o George Flint, District Manager
219 E. Livingston Street
Orlando, Florida 32801
Telephone: (407) 841-5524
E-Mail: gflint@gmscfl.com

With copy to Counsel:

Michael D. Chiumento III
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Telephone: (386) 445-8900
E-Mail: Michael3@legalteamforlife.com

If to JTL:

Mike West
JTL Grand Landings Holdings LLC
16660 Dallas Parkway, Suite 1600
Dallas, Texas 75248
Telephone: (972) 345-0760
E-mail: mwest@rtinvestments.com

With copy to:

Jeffrey R. Douglas
Douglas Property & Development, Inc.
180 Brookhaven Court South
Palm Coast, Florida 32164
Telephone: (561) 252-9905
E-mail: jeff@douglaspd.com

19. **Interpretation.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages thereof shall inure to and be enforceable by, the parties hereto as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida. Venue shall be Circuit Court, Flagler County, Florida.

21. **Force Majeure.** Time is of the essence in the performance of the obligations and duties set forth in this Agreement. However, no Party shall be liable for any delay or failure to perform any obligation or duty hereunder if and to the extent such delay or failure to perform is caused by a Force Majeure Event. As used herein, a “**Force Majeure Event**” shall include only the following: fire, explosion, or similar casualty, sabotage, theft, vandalism, riot or civil commotion, acts of terrorism, war, labor disputes, hurricane, tropical storm or tornado, and inclement weather. For the purpose of determining a Party’s performance, or default, under this Agreement, the time periods for performance shall be extended by the number of days lost to Force Majeure Events. Force Majeure Events shall never apply to a Party’s obligations to timely pay any monetary obligations or amounts due hereunder. If a Force Majeure Event occurs, the Party invoking Force Majeure shall provide written notice to the other Party, within three (3) business days following the Force Majeure Event (or as soon as reasonably practicable following such event), and thereafter the applicable deadline under the Agreement shall be tolled for such period of time the Force Majeure Event reasonably prevents the subject Party’s performance of such obligations under the Agreement.

22. **Additional Documents.** Each of the Parties hereto specifically agree to execute such other and further instruments and documents, as may be reasonably required to effectuate the terms, conditions and objectives of this Agreement.

23. **Effective Date.** This Agreement shall become effective upon the date of execution by the last Party to execute this Agreement.

24. **Release of Covenant.** JTL agrees that this Agreement shall terminate the Declaration of Covenants and Restrictions recorded in O.R. Book 1375, Page 1362, Public Records of Flagler County, Florida, and if requested by Byrndog, it shall execute any additional documents Byrndog deems necessary to terminate the said restriction.

25. **Byrndog Termination.** At its sole discretion, Byrndog may terminate its obligations and liabilities as provided in Section 2(b)(ii) and Section 4(d) above by providing written notice to JTL and CDD on or before February 1, 2023. Such termination does not relieve Byrndog from conveying its property to the CDD for the Amenity Tract as provided in Section 2.

[SIGNATURE PAGES TO FOLLOW]

Unofficial Copy

WITNESSES

BYRNDOG:

BYRNDOG PCP, LLC, a Florida limited liability company

Tiffany Grimes
Print Name: Tiffany Grimes
Caroline McNeil
Print Name: Caroline McNeil

By: *Jeff Douglas*
JEFF DOUGLAS
Manager

Date: 11/1/23

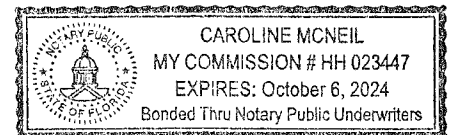
STATE OF FLORIDA)
) ss.:
COUNTY OF Flagler)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or. ☐ online notarization, this 1 day of Nov, 2023, by JEFF DOUGLAS as Manager of **BYRNDOG PCP, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

Caroline McNeil

Notary Public



WITNESSES

LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended

Print Name: Tiffany Grimes

Print Name: Caroline McNeil

By: JEFF DOUGLAS
Chairman of Board of Supervisors

Date: 11/1/23

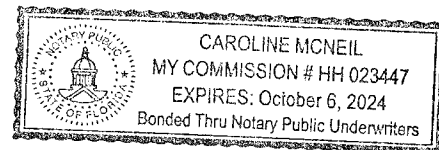
STATE OF FLORIDA)

) ss.:

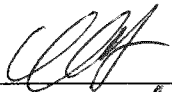
COUNTY OF Flagler)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or. ☐ online notarization, this 1 day of Nov., 2023, by JEFF DOUGLAS as Manager of **LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, on behalf of the district, who is personally known to me or has produced _____ (type of identification) as identification.

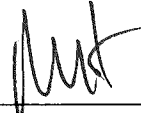
My Commission Expires:



WITNESSES


Print Name: ERIC P. HANNAMAN

Print Name: Mike West

JTL:

JTL GRAND LANDINGS HOLDINGS LLC, a
Foreign limited liability company

By: DAVID WEST
ManagerDate: 10/30/23STATE OF FLORIDA Texas)
) ss.:
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or. ☐ online notarization, this 30 day of OCTOBER, 2023, by DAVID WEST as Manager of JTL GRAND LANDINGS HOLDINGS LLC, a Foreign limited liability company, on behalf of the company, who is personally known to me or has produced DRIVER'S LICENSE (type of identification) as identification.

My Commission Expires:

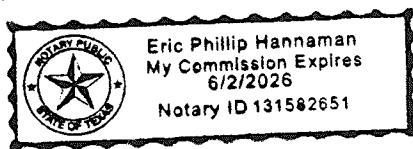
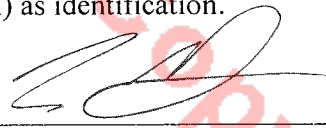


Notary Public

Exhibit "A"
(Cascades Ph. 1A Property)

Unofficial Copy

Exhibit "B"
(Cascades Ph. 1B Property)

Unofficial Copy

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800
216 UTILITY DRIVE - PALM CREST, CALIF. - 91317 - PHONE (804) 703-8799

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDING AS SUBMITTED TO ME BY THE CLIENT.
I REPRESENT UNDER AN INDISPENSIBLE OATH, MYSELF AND THE STANDARDS OF PRACTICE FOR LAND SURVEYORS
IN ACCORDANCE WITH CHAPTER 54.17, FIDELITY REQUIREMENTS CODE PURSUANT TO SECTION 47202 (LAND SURVEYS)

RECORDED 7/10/18-22

TWOSEY L. BLACKSON, REGISTERED LAND SURVEYOR FILE NO. 1881
NOTARIAL PUBLIC LICENSE TYPE 1

RECORD EXEMPT BASED ON: 50045375W ALONG THE WEST LINE OF SECTION 32

FILE ROW NO.	FILE#	FIDELITY	LEGAL	SITE ADDRESS	BOOK	GROUP NO.	PAGE
COMPUTER FILE NUMBER	ADDRESS	CUSTOMER	SCALE	1"=20'	FILE NO.		

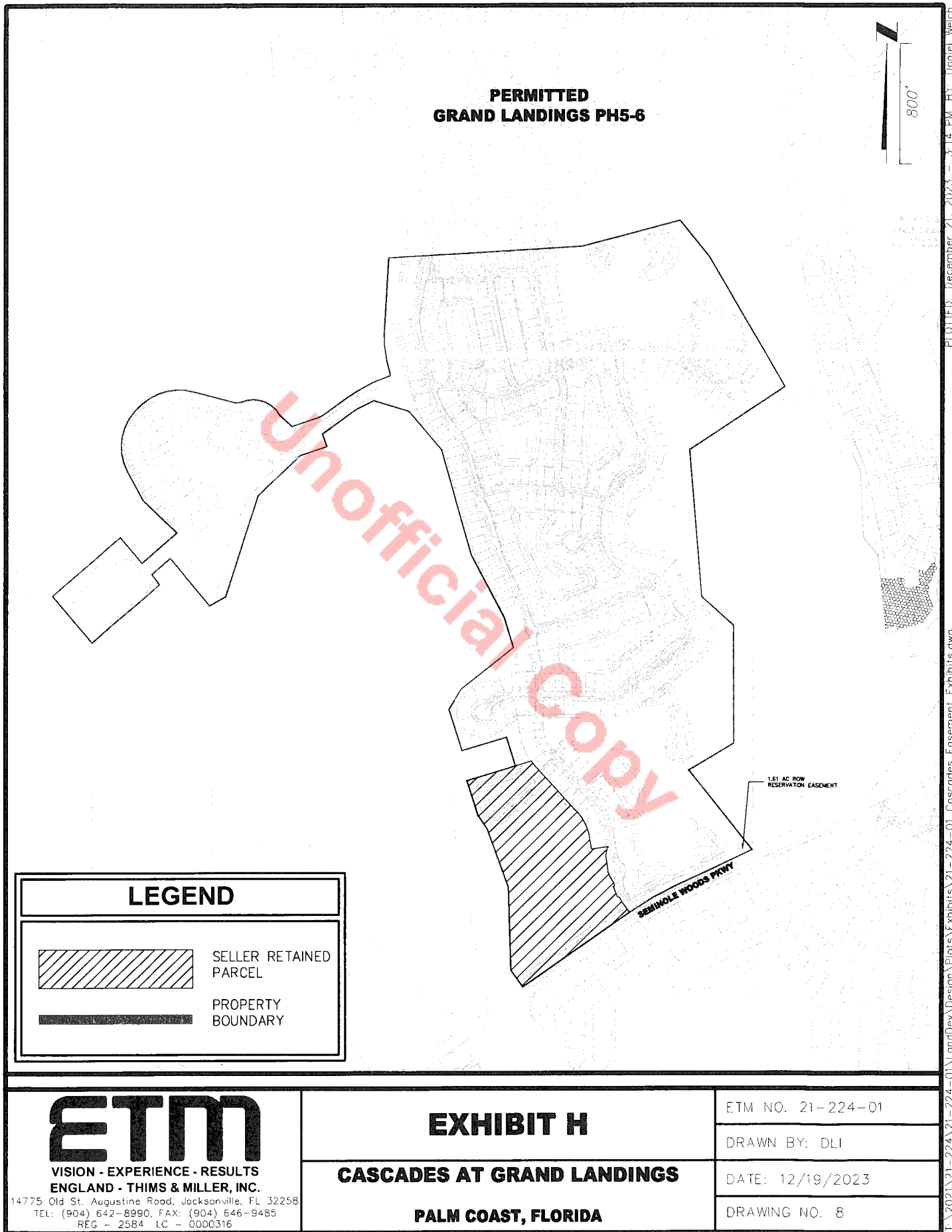
Exhibit "C"
(Cascades Ph. 2 Property)

Unofficial Copy

Exhibit "D"
(Multifamily Property)

Unofficial Copy

T:\2021\21-224\21-224-01\LandDev\Design\Plots\Exhibits\21-224-01 Cascades Easement Exhibits.dwg, 12/21/2023 3:14:38 PM, WelchD, 1:1



T:\2021\21-224\21-224-01\LandDev\Design\Plots\Exhibits\21-224-01 Cascades Easement Exhibits.dwg, 12/21/2023 3:14:38 PM, WelchD, 1:1

Exhibit "E"
(Grand Landings Property)

Unofficial Copy

EXHIBIT "A"

Part of Sections 19, 20, 29 and 30, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Reserved Parcel A1, Laguna Forest, Section 64, Seminole Woods, as recorded in Map Book 18, Pages 36 through 43, Public Records of Flagler County, Florida, said point also being the intersection of the North Right of Way line of Citation Boulevard and the East Right of Way line of Laguna Forest Trail, thence S36°30'03"E along the southerly extension of the said East right of way line and the West line of said Reserved Parcel A1 a distance of 80.00 feet to a point of the South right of way line of Citation Boulevard aforesaid; thence S53°29'57"W along said South right of way a distance of 28.73 feet to the Northwest corner of those lands described in Official Records Book 2370, Page 523, Public Records of Flagler County, Florida, and the Point of Beginning; thence S53°29'57"W continuing along said right of way a distance of 1076.65 feet to the point of curvature of a curve concave Northwesterly, having a radius of 2860.00 feet, a central angle of 22°18'53", being subtended by a chord bearing of S64°43'14"W and a chord distance of 1106.84 feet; thence westerly along said curve to the right for an arc length of 1113.87 feet to the Northeast corner of those lands described in Official Records Book 641, Page 1051, Public Records of Flagler County, Florida; thence departing said right of way and along the East line of said lands S05°08'56"E a distance of 899.94 feet to the southeast corner of said lands; thence S84°57'19"W along the south line of said lands a distance of 479.57 feet to the Northeast corner of Lot 4, Citation Commerce Park, as recorded in Map Book 35, Pages 61 and 62, Public Records of Flagler County, Florida; thence departing said lands and along the East line of said Lot 4, S05°01'11"E a distance of 591.67 feet to the southeast corner thereof; thence along the South line of said Lot 4, N70°54'41"W a distance of 103.85 feet to a point of the East line of those lands described in Official Records Book 1371, Page 1876, Public Records of Flagler County, Florida; thence along said East line the following 4 bearings and distances, S06°38'21"E, a distance of 66.40 feet; S50°22'26"E a distance of 390.44 feet; S34°41'23"E a distance of 200.98 feet; S14°20'57"E a distance of 498.13 feet; thence N86°36'10"E continuing along said lands and along a northerly line of those lands described in Official Records Book 1887, Page 1476, Public Records of Flagler County, Florida, a distance of 1535.86 feet; thence N75°00'26"E continuing along said Northerly line a distance of 1393.40 feet to a point on a Westerly line of those lands described in Official Records Book 2370, Page 523, Public Records of Flagler County, Florida; thence Easterly along the prolongation of the previously described Northerly line, N75°00'26"E a distance of 1015.01 feet to a point on the Westerly line of those lands described in Official Records Book 2370, Page 523, aforesaid; thence along the said Westerly lines the following calls and distances, N19°01'56"W a distance of 278.67 feet; thence N42°18'09"W a distance of 401.72 feet; thence N30°24'29"W a distance of 50.00 feet to a point on a non tangent curve concave Northwesterly, having a radius of 375.00 feet, a central angle of 24°29'34", being subtended by a chord bearing of S71°50'18"W and a chord distance of 159.09 feet; thence Westerly along said curve to the right for an arc length of 160.30 feet; thence N36°13'54"W a distance of 403.20 feet; thence N14°49'44"E a distance of 234.68 feet; thence N38°16'50"W a distance of 2229.65 feet to the Point of Beginning.

Excepting therefrom those lands described in Official Records Book 253, Page 25, Official Records Book 2427, Page 654, Public Records of Flagler County, Florida.

Together with abandoned well site #8 per O.R. Book 253, Page 25, Public Records of Flagler County, Florida.

Exhibit "F"
(Hook Property)

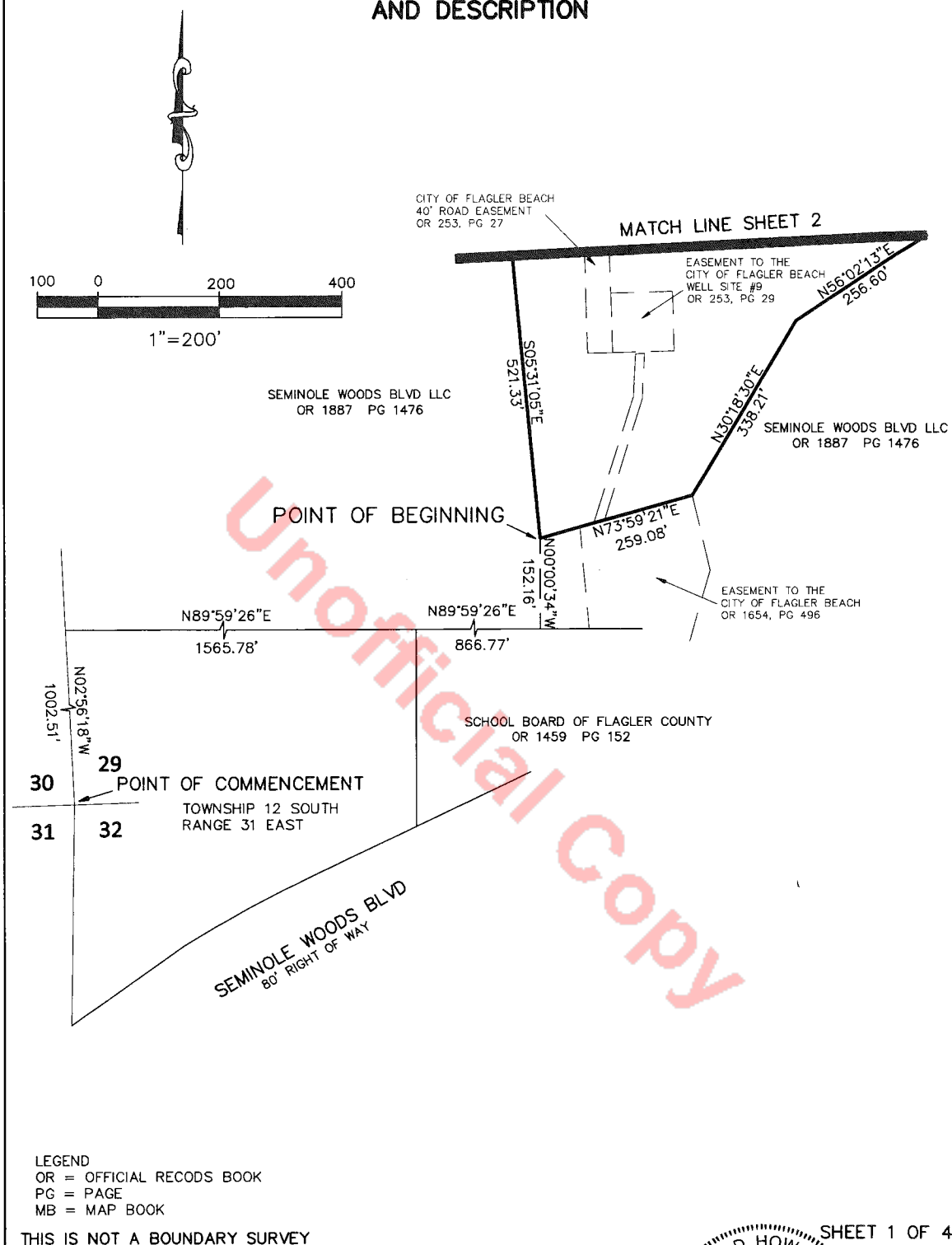
Unofficial Copy

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF 215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17 FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET; S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET; S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET; S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET; N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET; N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET; N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63 FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET; S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET; S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET; S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET; S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

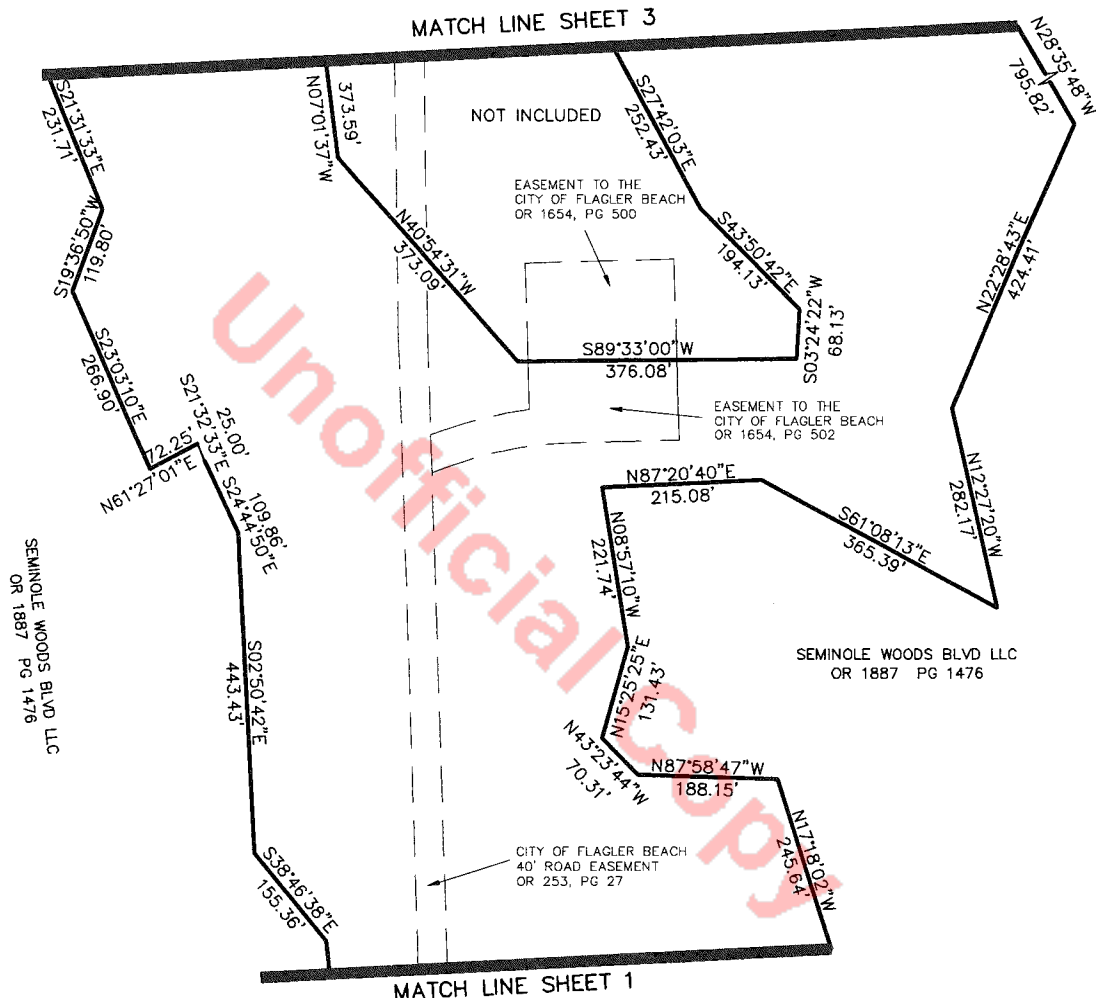
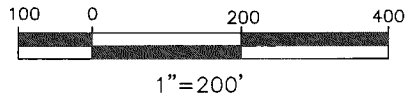
SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

MAP SHOWING SKETCH AND DESCRIPTION



SHEET 1 OF 4	
B. H. AND ASSOCIATES PROFESSIONAL LAND SURVEYORS L.B. #7800 21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799	
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 53-17, F.S. (ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES).	
SURVEYED <u>3-30-22</u>	GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718 LICENSED BUSINESS NUMBER 7800
BEARING DATUM BASED ON <u>N02°56'18"W ALONG THE WEST LINE OF SECTION 29</u>	
FIELD BOOK NO.: _____, PAGE(S) _____ COMPUTER FILE NAME: <u>CASCADES/HOOK PARCEL</u>	LEGAL: <u>SEE ABOVE</u> SCALE: <u>1"=200'</u>
WORK ORDER NO.: _____ FILE NO.: <u>HOOK PARCEL</u>	

MAP SHOWING SKETCH AND DESCRIPTION



LEGEND
OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 4

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH THE CHARTER OF THE FLORIDA SURVEYORS AND MAPS ASSOCIATION (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 3-30-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N02°56'18"W ALONG THE WEST LINE OF SECTION 29

FIELD BOOK NO.: _____ PAGE(S) _____
COMPUTER FILE NAME: CASCADES/HOOK PARCEL

LEGAL: SEE ABOVE
SCALE: 1"=200'

WORK ORDER NO.: _____
FILE NO.: HOOK PARCEL

**MAP SHOWING SKETCH
AND DESCRIPTION**

JTL GRAND LANDINGS DEVELOPMENT
OR 2362 PG 1118

S75°28'44"W
492.32'

N16°56'05"E
492.36'

N39°33'00"W
205.29'

S08°33'17"E
1204.63'

SEMINOLE WOODS BLVD LLC
OR 1887 PG 1476

CITY OF FLAGLER BEACH
40' ROAD EASEMENT
OR 253, PG 27

SEMINOLE WOODS BLVD LLC
OR 1887 PG 1476

N83°09'02"W
296.11'

N27°35'02"E
477.92'

N07°01'37"W
373.59'

S54°59'59"W
428.05'

S172°11'E
363.38'

N28°35'48"W
795.82'

NOT INCLUDED

MATCH LINE SHEET 2

LEGEND
OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

SHEET 3 OF 4

B. H. AND ASSOCIATES
PROFESSIONAL LAND SURVEYORS L.B. #7800
21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHAPTER 173, STATE OF FLORIDA, ADMINISTRATIVE CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 3-30-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N02°56'18"W ALONG THE WEST LINE OF SECTION 29

FIELD BOOK NO.: _____ PAGE(S) _____ LEGAL: SEE ABOVE WORK ORDER NO.: _____

COMPUTER FILE NAME: CASCADES/HOOK PARCEL SCALE: 1"=200' FILE NO.: HOOK PARCEL

MAP SHOWING SKETCH AND DESCRIPTION

PART OF SECTION 29, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°56'18"W ALONG
THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1002.51 FEET; THENCE N89°59'26"E
DEPARTING SAID WEST LINE A DISTANCE OF 1565.78 FEET TO THE NORTHWEST CORNER OF
THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1459, PAGE 152, PUBLIC RECORDS OF
FLAGLER COUNTY, FLORIDA; THENCE N89°59'26"E ALONG THE NORTH LINE OF SAID LANDS A
DISTANCE OF 866.77 FEET; THENCE DEPARTING SAID NORTH LINE N00°00'34"W A DISTANCE
OF 152.16 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THOSE LANDS DESCRIBED
IN OFFICIAL RECORDS BOOK 1887, PAGE 1476, PUBLIC RECORDS OF FLAGLER COUNTY,
FLORIDA; THENCE ALONG SAID LANDS THE FOLLOWING CALLS AND DISTANCES, N73°59'21"E A
DISTANCE OF 259.08 FEET; N30°18'30"E A DISTANCE OF 338.21 FEET; N56°02'13"E A
DISTANCE OF 256.60 FEET; N17°18'02"W A DISTANCE OF 245.64 FEET; N87°58'47"W A
DISTANCE OF 188.15 FEET; N43°23'44"W A DISTANCE OF 70.31 FEET; N15°25'25"E A DISTANCE
OF 131.43 FEET; N08°57'10"W A DISTANCE OF 221.74 FEET; N87°20'40"E A DISTANCE OF
215.08 FEET; S61°08'13"E A DISTANCE OF 365.39 FEET; N12°27'20"W A DISTANCE OF 282.17
FEET; N22°28'43"E A DISTANCE OF 424.41 FEET; N28°35'48"W A DISTANCE OF 795.82 FEET;
S54°59'59"W A DISTANCE OF 426.05 FEET; S17°21'11"E A DISTANCE OF 363.39 FEET;
S27°42'03"E A DISTANCE OF 252.43 FEET; S43°50'42"E A DISTANCE OF 194.13 FEET;
S03°24'22"W A DISTANCE OF 68.13 FEET; S89°33'00"W A DISTANCE OF 376.08 FEET;
N40°54'31"W A DISTANCE OF 373.09 FEET; N07°01'37"W A DISTANCE OF 373.59 FEET;
N27°35'02"E A DISTANCE OF 477.92 FEET; N83°09'02"W A DISTANCE OF 296.11 FEET;
N39°33'00"W A DISTANCE OF 205.29 FEET; N16°56'05"E 492.36 FEET TO A POINT ON THE
SOUTH LINE OF THOSE LANDS RECORDED IN OFFICIAL RECORDS BOOK 2362, PAGE 1118,
PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA;; THENCE DEPARTING AFORESAID LANDS
AND ALONG SAID SOUTH LINE S75°28'44"W A DISTANCE OF 492.32 FEET TO A POINT ON
AFORESAID LANDS RECORDED IN OFFICIAL RECORDS BOOK 1887, PAGE 1476; THENCE ALONG
SAID LANDS THE FOLLOWING CALLS AND DISTANCES, S08°33'17"E A DISTANCE OF 1204.63
FEET; S21°31'33"E A DISTANCE OF 231.71 FEET; S19°36'50"W A DISTANCE OF 119.80 FEET;
S23°03'10"E A DISTANCE OF 266.90 FEET; N61°27'01"E A DISTANCE OF 72.25 FEET;
S21°32'33"E A DISTANCE OF 25.00 FEET; S24°44'50"E A DISTANCE OF 109.86 FEET;
S02°50'42"E A DISTANCE OF 443.43 FEET; S38°46'38"E A DISTANCE OF 155.36 FEET;
S05°31'05"E A DISTANCE OF 521.33 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,929,259 SQUARE FEET AND/OR 44.29 ACRES MORE OR LESS.

GENERAL NOTES

1. THIS MAP IS NOT A BOUNDARY SURVEY.
2. THIS SURVEY MAP AND/OR SURVEY REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE
SIGNATURE OF A LICENSED SURVEYOR AND MAPPER AND THE ORIGINAL RAISED SEAL.

LEGEND

OR = OFFICIAL RECORDS BOOK
PG = PAGE
MB = MAP BOOK

THIS IS NOT A BOUNDARY SURVEY

SHEET 4 OF 4

B. H. AND ASSOCIATES

PROFESSIONAL LAND SURVEYORS L.B. #7800

21B UTILITY DRIVE - PALM COAST, FLORIDA - 32137 - PHONE (904) 703-8799

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION

SURVEY.

PERFORMED UNDER MY RESPONSIBLE DIRECTION, MEETS THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN ACCORDANCE WITH CHARTER OF FLA. ADMINISTRATIVE
CODE (PURSUANT TO SECTION 472.027, FLORIDA STATUTES.)

SURVEYED 3-30-22

GIL D. HOWATT, REGISTERED LAND SURVEYOR FLA. NO. 4718
LICENSED BUSINESS NUMBER 7800

BEARING DATUM BASED ON N02°56'18"W ALONG THE WEST LINE OF SECTION 29

FIELD BOOK NO.: _____ PAGE(S) _____

LEGAL: SEE ABOVE

WORK ORDER NO.: _____

COMPUTER FILE NAME: CASCADES/HOOK PARCEL

SCALE: 1"=200'

FILE NO.: HOOK PARCEL

Exhibit "G"
(Conceptual Plan)

