

WELL SITE RELOCATION AGREEMENT

THIS WELL SITE RELOCATION AGREEMENT (the "Agreement") is entered into this 2nd day of June, 2022 (the "Effective Date"), by and between **THE CITY OF FLAGLER BEACH**, a municipal corporation (the "City"), whose address for notice purposes is 105 South 2nd Street, Flagler Beach, Florida 32136 and **JTL Grand Landings Holdings, LLC**, a Texas limited liability company ("the "Developer"), whose address for notice purposes is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248

RECITALS:

- 1) The Developer is the owner of certain real property located in Flagler County, Florida more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").
- 2) The City is the (i) the owner of certain Well Sites and (ii) the grantee of various easements for the location of Water Mains over the Property graphically depicted on Exhibit B attached hereto and incorporated herein (the "Base Map").
- 3) In accordance with the Base Map, the Developer and City, in good faith, desire to: (i) Convey the Abandoned Well sites to the Developer, (ii) Convey the New Well Sites to the City, and (iii) Relocate the Water Mains.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1) Recitals. The above stated recitals are true and correct and hereby incorporated by reference.

2) Developer to City:

a) Upon execution of this Agreement, the Developer shall convey to the City by Special Warranty Deed (**Exhibit "C"**) the new well sites (the "New Proposed Well Sites") and the "Revised Well Sites" for existing Well Site #10 and Well Site #11 as depicted on the Base Map. In addition, the Developer shall execute the non-exclusive easement over the Property for the relocation of the City's Water Mains (the "New Water Main Easement") and for the construction of City's Water Laterals (the "New Water Lateral Easement") attached hereto as Exhibit "D" and as depicted on the Base Map.

b) Prior to development of Future Phases (North and South), the Developer shall execute non-exclusive easements over the Property for the relocation of the City's Water Mains (the "Future Water Main Easement"), attached hereto as Exhibit "E1", and for the construction of City's Water Lateral (the "Future Water Lateral Easement"), attached hereto as Exhibit "E2", as depicted on the Base Map. These Future Phases may be developed separately or at the same time, at the sole discretion of the Developer.

3) City to Developer:

a) The City represents and warrants that the City has properly plugged and abandoned the existing wells located within the Abandoned Well Sites as depicted on **Exhibit B**, in accordance with all state and local government requirements. Subsequent to

executing the deeds and termination of easements as provided in the following section, the City shall immediately demolish and remove any and all City improvements (including but not limited to pipe, fittings, valves, concrete pads, electrical and control panels) within the Abandoned Well Sites (the "City Project") which shall be completed before July 20, 2022(the "Completion Date"). If City fails to complete the City Project before the Completion Date, the Developer, at its sole discretion and with the City's cooperation, may complete the City Project and any costs incurred by the Developer shall be reimbursed by the City within thirty (30) notice.

b) Upon execution of this Agreement, the City shall convey to the Developer by Special Warranty Deed (Exhibit "F") those properties identified on the Base Map as Abandoned Well Sites. In addition, the City shall execute a termination of easement (Exhibit "G") terminating its rights to easements within the Property used for City water mains as depicted on the Base Map as Abandoned Water Main.

c) Within 60 days of notice by the Developer of the proposed execution of an easement per paragraph 2.b. above, the City shall execute a termination of easement (Exhibit "H") terminating its rights to easements within the Property used for City water mains as depicted on the Base Map as Future Abandoned Water Mains.

4) The Developer Project: The Developer shall, at its sole cost and expense, be responsible for the installation of, but not the materials for, the "City Improvements", as depicted in the attached Exhibit "I", in the New and Future Water Main Easements. The City shall be responsible for reimbursing the Developer for any and all materials necessary to complete the City Improvements. The Developer shall purchase the materials necessary to complete the City Improvements as directed by and with prior written consent from the City. The City shall be

responsible for the cost and expense of any and all materials required to complete the City Improvements, including, but not limited to, pipes, fittings, concrete structures, and electrical improvements and all electrical demolitions that are necessary for the relocation of the City's Water Main (the "City's Costs"). The City shall pay the Developer the City's Costs actually incurred by the Developer on a monthly basis as authenticated by receipts. After substantial completion of the City Improvements, the Developer shall remove, at its sole cost and expense, any and all improvements including but not limited to existing pipes, located in the Abandoned Water Mains as depicted on the Base Map. The City shall bear total responsibility for all construction/improvements within the New Water Lateral Easements and New Proposed Well Sites.

5) Miscellaneous Provisions:

a) Interpretation. This Agreement will be interpreted, construed, applied, and enforced according to the laws of the State of Florida. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto, such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions of this Agreement. All captions and headings are for convenience only and shall not be considered in construing or giving effect to the provisions hereof. If any date for performance under this Agreement shall fall on a weekend or national holiday, the date for performance shall be the next business day.

b) Effect of this Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter, and all antecedent or contemporaneous negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this Agreement and superseded by its delivery. No

provision of this Agreement may be waived unless such waiver is set forth in writing and signed by the party to be charged, and this Agreement otherwise may be modified or amended only by a written instrument signed by both the City and the Developer. The parties shall be entitled to all remedies at law or in equity for breach of this Agreement, including the remedy of specific performance.

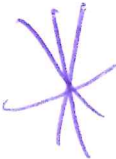
c) Number and Gender. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. Singular and plural shall each include the other where appropriate, words of any gender shall include other genders when the context so permits.

d) Governing Law and Venue. The laws of the State of Florida shall govern this Easement Agreement.

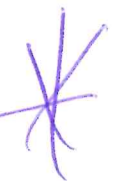
e) Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable; and this Agreement as so modified shall continue to be in full force and effect.

f) Attorneys' Fees. In the event that either the Developer or the City are required to enforce this Agreement by litigation, then the prevailing party in such litigation shall be entitled to collect its costs and reasonable attorneys' fees incurred in connection with such litigation from the non-prevailing party, whether in pre-litigation preparation, trial, appeal, and in any bankruptcy or collection proceedings.

g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.



h) Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors-in-interest and shall be binding upon the Property and run with the land and the title to the same. The Developer may assign its rights and obligations in this Agreement to a Community Development District as defined in Section 190.003, Florida Statutes.



Signatures Omitted to Next Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
Effective Date.

The "Developer"

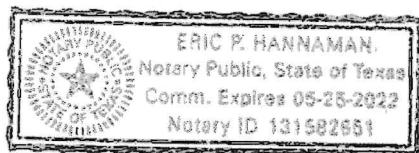
JTL GRAND LANDINGS HOLDINGS, LLC, a
Texas limited liability company

By: [Signature]
Print: DAVID M. WEST
Its: Manager

Dated 5.18.22

Texas
STATE OF ~~FLORIDA~~
COUNTY OF Dallas

The foregoing instrument was acknowledged before me, by means of XX physical presence
or online notarization this 18th day of May, 2022 by David M. West, Manager
of JTL GRAND LANDINGS HOLDINGS, LLC, a Delaware limited liability company, on
behalf of the LLC.



Print Name: ERIC HANNAMAN
NOTARY PUBLIC
State of Texas at Large
Commission # 131582651
My Commission Expires 5/25/22
Personally Known 1 or Produced
ID ✓
Type of Identification: Driver's License

THE CITY OF FLAGLER BEACH, a Florida
municipal corporation,

By *Suzie Johnston*
Suzie Johnston, Mayor

ATTEST: *Penny Overstreet*
Penny Overstreet
City Clerk

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 11th day of May, 2022 by Suzie Johnston, Mayor of the City of
Flagler Beach, who ☒ is personally known to me or ☐ has produced a driver's license as identification.

ID _____



Penny Overstreet
Print Name: Penny Overstreet
NOTARY PUBLIC
State of Florida at Large
Commission # HH 145304
My Commission Expires 7-29-2025
Personally Known X or Produced
Type of Identification: _____