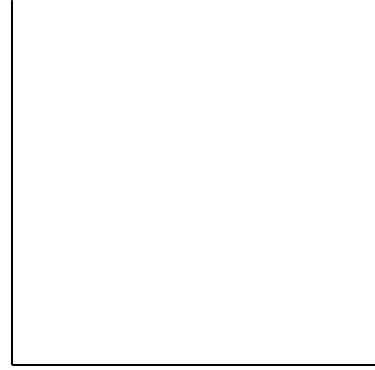


This instrument prepared by  
(or under the supervision of)  
and after recording return to:

Paul “JJ” Johnson, Esq.  
Fishback Dominick, LLP  
1947 Lee Road  
Winter Park, FL 32789  
(407) 262-8400



A portion of Property Appraiser’s parcel numbers:

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Amended and Restated  
Perpetual Access and Temporary Construction Easement Agreement

THIS AMENDED AND RESTATED PERPETUAL ACCESS AND TEMPORARY CONSTRUCTION EASEMENT (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **LAKE HARRIS (ORLANDO) ASLI VII OWNER #1, LLC**, a Delaware limited liability company, whose address is 923 North Pennsylvania Ave., Winter Park, Florida 32789 (“**Harris**”), and the **TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**, a Florida Municipal Corporation, whose address is 101 North Palm Ave. 34747, Howey-in-the-Hills, Florida 34747 (“**Town**”). Harris and Town may be individually referred to in this Agreement as a “Party” and, collectively, as the “Parties”.

Recitals:

A. Harris owns in fee simple certain real property situate in Lake County, Florida, and more particularly described in Exhibit “A” attached to and incorporated into this Agreement (the “**Harris Property**”).

B. Town owns in fee simple certain real property situate in Lake County, Florida, and more particularly described in Exhibit “B” attached to and incorporated into this Agreement (the “**Town Property**”).

C. Previously, Harris and Town entered into that certain Perpetual Access and Temporary Construction Easement Agreement dated December 14, 2022, and recorded as Instrument Number 2022162500 of the Official Records of Lake County, Florida (the “**Original Easement**”), pursuant to the terms of that certain Contract for Sale and Purchase (Well No. 5 Site), dated July 1, 2022, as may be amended or modified (together, the “**Contract**”).

D. In the Original Easement, Harris granted a temporary construction easement to Town to facilitate Town's construction of an access road that provided ingress and egress from the Town Property to County Road 48, together with associated improvements (together, the "**Original Access Road**").

E. The legal description of the Harris Property has changed and Harris has requested Town alter the location of the Original Access Road such that the Access Road will now be on real property owned by both Town and Harris.

F. Harris desires and Town agrees to amend and restate the Original Easement in its entirety subject to, and in accordance with, the requirements set forth in this Agreement.

G. Town and Harris desire to grant each other a reciprocal cross access easement for vehicular and pedestrian ingress and egress to and from the Harris Property, through the Town Property, to and from County Road 48, as more particularly described on Exhibit "C" attached to and incorporated into this Agreement (the "**Easement Property**").

H. Town and Harris desire to grant each other a temporary construction easement to facilitate the construction of an access road within the Easement Property together with associated improvements (together, the "**Access Road**").

I. The Parties further desire to set forth their mutual agreement as to the various rights and responsibilities in connection with both the continuous and perpetual use of the Easement Property for vehicular and pedestrian access and the temporary construction easement described herein.

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated into this Agreement.

2. Original Easement. The Original Easement is hereby amended and restated in its entirety and replaced with the terms and conditions provided in this Agreement.

3. Grant of Reciprocal Perpetual Access Easement and Temporary Construction Easement.

a. Perpetual Access Easement. Harris hereby grants and conveys to Town, for the benefit of the Town Property, and Town hereby grants and conveys to Harris, for the benefit of the Harris Property, a non-exclusive, perpetual easement over and across the Easement Property, for the purpose of providing Town and Harris, and their successors, assigns, mortgagees, tenants, customers, patrons, invitees, contractors, agents, representatives, service providers, and employees with vehicular and pedestrian access (together with all associated lawful use) to and from the Harris Property, through the Town Property, to and from County Road 48, and, upon completion of construction of the Access Road, for the future maintenance and repair of the constructed Access Road ("**Perpetual Access Easement**").

b. Use of Perpetual Access Easement. Town and Harris shall each, at its sole cost and expense, maintain and keep the portion of the Access Road on its respective Property in good condition and state of repair, except that Harris shall be responsible for and shall be required to pay for any and all repairs or damages caused by Harris. Nothing herein shall limit Town's right to improve, install, repair, maintain, or replace the Access Road and associated facilities located within the Easement Property in Town's discretion, at Town's sole cost, to support the development and improvement of Town's property and in such a manner to reasonably minimize any negative impact on Harris, and Town shall have all rights and privileges reasonably necessary or convenient for the enjoyment or use of the Access Road by Town and Town's successors, assigns, mortgagees, tenants, customers, patrons, invitees, contractors, agents, representatives, service providers, and employees.

c. Minimization of Negative Impact to Adjacent Property. Neither Party shall use the Easement Property or permit use of the Easement Property by any other person, in a manner that violates applicable laws or regulations or constitutes a hazard to the health, safety and/or welfare of the public. Neither Party shall permit any of its employees, agents, contractors, subcontractors, suppliers or invitees to generate, manufacture or dispose of on or about the Easement Property any hazardous substance. The Perpetual Access Easement shall be utilized by Harris so as to reasonably minimize any negative impact on the property immediately adjacent to the Easement Property and to ensure that such use does not interfere with the future development of the Town's adjacent property and is not inconsistent with the peaceful and lawful use and enjoyment of such property by the owners thereof.

d. Temporary Construction Easement. Either Harris or Town will have the right to construct the Access Road when the first of such Party is ready to perform such construction by providing written notice to the other Party. Upon delivery of such notice, the Party electing to construct the Access Road will be deemed the "**Constructing Party**". Harris and Town hereby further and separately grant to the other a non-exclusive temporary right, license, and easement over, upon, and across the Easement Property for the purposes of the initial construction of the Access Road (the "**Temporary Construction Easement**"), all subject to the terms, conditions, and limitations set forth herein. The Constructing Party agrees to provide to the other Party with the design for the Access Road prior to construction and to reasonably consider comments of the non-constructing Party in connection with the design and construction of same. The Constructing Party agrees to use its commercially reasonable efforts to coordinate construction activities with the other Party so as to minimize the impact of the construction on the property adjacent to the Easement Property.

e. Use of Temporary Construction Easement. The use of the Temporary Construction Easement shall be for the purpose of performing such activities on the Easement Property or on property which is adjacent to the Easement Property as deemed reasonably necessary in connection with the initial design, engineering, and construction of the Access Road in the Easement Property during the term of this Agreement. This Temporary Construction Easement is granted upon the condition that all construction activities shall conform in all respects with the plans, permits, and approvals issued by the Town of Howey-in-the-Hills and other applicable governmental authorities. The Temporary Construction Easement shall terminate upon the issuance of a certificate of completion or other similar approval confirming the completion of the Access Road.

4. Non-Exclusive Rights. Both the Perpetual Access Easement and Temporary Construction Easement are non-exclusive and are subject to all matters of record prior to the date of this Agreement. Town reserves to itself, its successors and assigns, the non-exclusive right to use, pass and repass over and upon the Easement Property as more particularly provided herein. Each Party shall use the rights granted and reserved by this Agreement with due regard to the rights of the other party to use and enjoy the Easement Property. Each Party shall use the rights granted and reserved by this Agreement with due regard to the rights of the other Party to use and enjoy the Easement Property.

5. Termination. Town further reserves the right to terminate this Agreement if Town or its successors or assigns dedicate the Access Road to the public, by means of a plat or separate agreement in such a manner that perpetually preserves the connection of the Harris Property to County Road 48.

6. Restoration of Adjacent Property. The Party constructing the Access Road shall, at its sole cost and expense, reasonably restore the Easement Property or property which is adjacent to the Easement Property which may be damaged by the Constructing Party incident to its construction of the Access Road to a condition which approximates as closely as is reasonably practicable the condition of said existing improvements prior to being damaged.

7. Indemnification. To the extent permitted or restricted by applicable law, Harris agrees to indemnify and hold harmless Town from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees (whether incurred before, during or after trial, or upon any appellate level), arising from Harris's use of the Easement Property or from the exercise by Harris of any rights granted by this Agreement not resulting from any action or non-action by Town.

8. Insurance. The Constructing Party agrees that upon the commencement of any construction of the Access Road in the Easement Property during the term of this Agreement, to cause its contractor ("Contractor") to keep and maintain, at their sole costs and expense, commercial general liability insurance (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; personal injury, blanket contractual; exploding, collapse and underground) on an "occurrence based" form with the following limits:

\$1,000,000 per occurrence, bodily injury and property damage  
\$1,000,000 Products-Completed Operations  
\$2,000,000 General Aggregate other than Products – Completed  
Operations  
\$1,000,000 Personal and Advertising Injury

In addition, during the term of this Agreement, the Contractor must keep and maintain umbrella excess liability coverage (on an "occurrence based" form) in the amount of at least \$5,000,000 over the primary insurance. In addition, Contractor shall procure a policy or policies of insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Florida for all workmen injured in the scope of employment; and

Contractor agrees to keep said policy, or policies, in full force and effect throughout the term of this Agreement. All insurance policies must be endorsed with Waiver of Subrogation endorsements waving the carrier's right of subrogation with respect to Harris and Indemnities (as defined below). Each insurance policy obtained by Contractor in this matter will state that such insurance is primary and that any insurance maintained by the Parties is excess and non-contributory. The Parties will be named as additional insured on the liability policies. Prior to the commencement of the work, the Constructing Party or Contractor will deliver to the non-constructing Party a certificate of insurance (in form and substance reasonably acceptable to such Party) for all insurance required to be carried by Contractor.

9. Construction Liens. No rights granted herein shall permit or empower either Party to encumber the Easement Property or the property owned by either Party which is adjacent to the Easement Property with liens arising from the construction, maintenance or repair of the Access Road. If either Party causes or allows construction liens to be placed upon the Easement Property or the property owned by the other Party which is adjacent to the Easement Property and fails to pay or otherwise remove same within thirty (30) days of receiving notice of the lien, the Party whose property was liened shall have the right to satisfy the lien and be reimbursed by the other Party for any and all sums paid, including all reasonable costs and expenses incurred (specifically excluding interest) in connection therewith.

10. No Gift or Dedication to Public Use. Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Property to the general public or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement is for the exclusive benefit of the Parties and their respective permitted users as described herein above, and that nothing in this Agreement express or implied, shall create a public right of way across the Easement Property or confer on any person or the general public, other than the permitted users as described herein above, any rights or remedies under or by reason of this Agreement, except upon the event of any termination of this Agreement as provided herein above.

11. Breach. If either Party fails to properly and timely perform its obligations as required under this Agreement or otherwise breaches this Agreement ("**Breaching Party**"), then the other Party ("**Notifying Party**") may deliver written notice of the same to the Breaching Party, specifying the breach. If the Breaching Party fails to properly perform such obligations for a period of thirty (30) days after delivery of such written notice, then the Notifying Party may exercise any and all other rights or remedies afforded by applicable law, by this Agreement, as Notifying Party shall deem appropriate, at law, in equity, or otherwise, including the right to bring suit or other proceeding, either for specific performance of any covenant or condition in this Agreement, or in aid of the exercise of any right or remedy granted to Notifying Party in this Agreement. All rights and remedies available to the Notifying Party under this Agreement shall be cumulative and in addition to all other rights and remedies granted to the Notifying Party at law or in equity, whether or not the Notifying Party shall have instituted any action in connection with this Agreement. This paragraph shall survive the termination of this Agreement.

12. Notices. All notices given and received pursuant to this Agreement shall be deemed to have been given and received if properly addressed and (i) if delivered by hand, on the date of delivery or on the date delivery was refused by the addressee, (ii) if delivered by overnight courier, on the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee), or (iii) if mailed by registered or certified United States Mail, postage prepaid, return receipt requested, three (3) business days after deposited in the mail (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee). Counsel named above for a Party may give notices for that Party with the same force and effect as if given by the Party.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Easement Property and the Town Property.

14. Attorneys' Fees and Costs. In the event of any dispute concerning the interpretation or enforcement of this Agreement, the prevailing Party in any such dispute shall be entitled to recover from the non-prevailing Party all costs and expenses incurred in connection therewith, including reasonable attorneys' fees, paralegals' fees, and expenses incurred.

15. Governing Law. This Agreement shall be construed and interpreted in accordance with and controlled and governed by the laws of the State of Florida.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement.

17. Include. The term "include" and similar terms (e.g., includes, including, included, comprises, such as, e.g., and for example), when used as part of a sentence or phrase including one more specific items, are used by way of example and not of limitation.

**SIGNATURES ON FOLLOWING PAGES**

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Perpetual Access and Temporary Construction Easement on the day and year first written above.

Signed, sealed and delivered  
in the presence of:

LAKE HARRIS (ORLANDO) ASLI VII  
OWNER #1, LLC, a Delaware limited liability  
company

By: LAKE HARRIS (ORLANDO) ASLI VII  
HOLDINGS, LLC, a Delaware limited liability  
company, its sole member

By: Avanti Strategic Land Investors VII,  
L.L.L.P., a Delaware limited liability limited  
partnership

By: Avanti Properties Group II, L.L.L.P., a  
Delaware limited liability limited partnership,

By: Avanti Management Corporation, a Florida  
corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_ 2024, by \_\_\_\_\_, as of Avanti Management Corporation, a Florida corporation, \_\_\_\_\_, on behalf of the company. He [] is personally known to me or [] has produced a driver's license as identification.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Perpetual Access and Temporary Construction Easement on the day and year first written above.

**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**  
a Florida municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Executed: \_\_\_\_\_, 2024

ATTEST:

Approved as to form and correctness:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address \_\_\_\_\_  
Town Clerk  
Date Executed: \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Town Attorney  
Date Executed: \_\_\_\_\_, 2024



Exhibit "A"

Legal Description of Harris Property

**[HARRIS NEEDS TO INCLUDE FOR TOWN REVIEW]**

Exhibit "B"

Legal Description of Town Property

A portion of Government Lot 8, lying North of Highway 48 and Westerly of Highway 19, all lying in Section 23, Township 20 South, Range 25 East, Lake County, Florida being more particularly described as follows:

As a point of reference commence at Southwest corner of the Southwest  $\frac{1}{4}$  of Section 23, Township 20 South, Range 25 East, Lake County, Florida and proceed N 00°53'14" E, along the West boundary of the Southwest  $\frac{1}{4}$  of said Section 23, a distance of 1171.08 feet to a point on the Northerly Right of Way line of County Road 48 said point lying on a curve concave Northeasterly having a radius of 5679.58 feet and a chord bearing and distance of S 69°35'43" E, a distance of 1186.12 feet; thence along the arc of said curve to the Left and said Northerly Right of Way line, a distance of 1188.29 feet; thence S 75°35'20" E, along said Northerly Right of Way line, a distance of 1460.31 feet to a point of curvature of a curve concave Southwesterly having a radius of 2341.83 feet and a chord bearing and distance of S 72°35'58" E, a distance of 223.25 feet; thence along the arc of said curve to the right and along said Northerly Right of Way line, a distance of 223.33 feet to the Point of Beginning; thence leaving said Northerly Right of Way line, N 15°36'38" E, a distance of 52.62 feet; thence N 75°08'12" E, a distance of 258.80 feet; thence N 75°51'45" E, a distance of 298.35 feet to a point of curvature of a curve concave Northwesterly having a radius of 133.42 feet and a chord bearing and distance of N 62°15'27" E, a distance of 62.77 feet; thence along the arc of said curve to the left, a distance of 63.36 feet; thence S 41°20'52" E, a distance of 270.88 feet to a point on the Northerly Right of Way line of State Road 19; thence S 75°06'54" W, along said Northerly Right of Way line, a distance of 531.94 feet to a point on the aforementioned Northerly Right of Way line of County Road 48 and a point on a curve concave Southwesterly having a radius of 2341.83 feet and a chord bearing and distance of N 66°12'04" W, a distance of 299.49 feet; thence along the arc of said curve to the left and along said Northerly Right of Way line, a distance of 299.69 feet to the Point of Beginning.

Exhibit "C"  
Description of Easement Property

**[HARRIS NEEDS TO INCLUDE FOR TOWN REVIEW]**