

RECORD AND RETURN TO:  
Julie Kendig-Schrader  
450 South Orange Avenue, 6<sup>th</sup> Floor  
Orlando, Florida 32801

Electronically recorded in LAKE  
County, FL on 2/25/20 22  
at Book 5903, Pg 1544

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
AND GRANT OF EASEMENTS**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS (the "Agreement") is made and entered into as of November \_\_, 2021, by and between **EAGLES LANDING AT OCOEE, LLC**, a Florida limited liability company, f/k/a **EAGLES LANDING AT OCOEE, INC.**, a Florida corporation, and its successors in interest to all or any part of the Nonresidential Parcels (defined below) ("Eagles"), whose address is P.O. Box 770609, Winter Garden, Florida 34777, **REO FUNDING SOLUTIONS IV, LLC**, a Georgia limited liability company, whose address for purposes of this Agreement is 100 N Tampa St Suite 1850, Tampa, Florida 33602 ("REO") and **HOWEY IN THE HILLS, LTD.**, a Florida limited partnership, and its successors in interest to all or any part of the Residential Parcel (defined below), whose address is 10165 NW 19th Street, Miami, Florida 33172 ("Howey").

**RECITALS**

- A. Howey previously acquired from Eagles that certain real property located in Lake County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Residential Parcel"). Howey intends to develop the Residential Parcel as a residential subdivision.
- B. Eagles and REO own certain real property located in Lake County, Florida that adjoins the Residential Parcel and is more fully described in Exhibit "B" attached hereto and incorporated herein by reference ("Nonresidential Parcels"). Eagles and REO intend to develop the Nonresidential Parcels as three separate parcels to be used respectively for the following purposes: commercial (the "Commercial Parcel"), self-storage (the "Self-Storage Parcel"), and institutional or civic uses (the "Civic Parcel"). A drawing of the three Nonresidential Parcels is attached hereto as Exhibit "C". REO is the successor in interest to Eagles for the Commercial Parcel and is the current owner of the Commercial Parcel and Eagles is the current owner of the Self-Storage and Civic Parcels.
- C. The respective Parcels received approvals as a single, master-planned community, Town of Howey in the Hills PUD Ordinance 2004-322 (the "Original PD"). As a result, Eagles and Howey (the owners of all the Parcels at that time) agreed to cooperate with each other in the construction and installation of streets and utilities facilities, to economize in the

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respective development costs, and to optimize the uses of the Parcels pursuant to the Development Agreement and Grant of Easements dated November 7, 2005 and recorded at OR Book 03003, Page 1377 of the Public Records of Lake County, Florida (the "Original Agreement"). The Original Agreement includes covenants to grant easements benefiting the Parcels. Howey, REO (as a successor owner since the time of the Original Agreement) and Eagles desire to amend and restate the Original Agreement as set forth herein and have entered into this Agreement in order to formalize their agreement to cooperate, grant easements, and perform the other covenants set forth more fully below.

- D. The master plan contained in the Original PD for the Parcels, including the number and location of roads and infrastructure items governed by the Original Agreement, are currently proposed to be changed through an amendment (Ordinance Number 2021-010) to the Original PD (the "Amended PD") which is pending before the Town of Howey in the Hills (the "Town"). The parties hereto desire to amend the Original Agreement to reflect the changes found in the Amended PD.

NOW, THEREFORE, in consideration of the covenants and other considerations described above and those contained below in this Agreement, Eagles, REO and Howey hereby covenant and agree to amend and restate the Original Agreement as set forth in the recitals above and the provisions below:

#### AGREEMENTS

1. Recitals. The foregoing recitals are correct and incorporated herein as if fully set forth in this section.
2. Access Road. An access road, described as the Spine Road and shown through Commercial Parcel #1 on the drawing attached hereto as composite Exhibit "D" and incorporated herein by reference ("Access Road"), will be constructed through the Commercial Parcel, approximately in the location depicted on Exhibit D, to provide ingress and egress between State Road 19 and the Commercial Parcel and the Residential Parcel. The Access Road shall extend from the right-of-way for State Road 19 to property line of the Residential Parcel, in alignment with the continuation of Street A through the Residential Parcel, consisting of approximately 810 linear feet and associated turn lanes as depicted on Exhibit D. Composite Exhibit D also contains a typical section of the Access Road designs.
  - a. Howey (or REO pursuant to the self-help construction right set forth in section 6 below) shall design the Access Road to the specifications contained in the Amended PD and secure the required permits, approvals, licenses, development orders, certificates, acceptances, and other authorizations of Authorities (defined below) (collectively, "Permits") required for the construction of the Access Road. For purposes of this Agreement, "Authorities" or "Authority" in the singular shall mean federal state, and local governmental and quasi-governmental officers, agencies, boards, subdivision, and authorities that have jurisdiction over the development of the Parcels, the furnishing of utility services to the Parcels, or the subdividing, improvement, development, occupancy or use of the Parcels.

- b. Howey (or REO pursuant to the self-help construction right set forth in section 6 below) shall construct the Access Road, including without implied limitation grading, installing utilities within the right-of-way, paving all applicable lanes, and constructing required stormwater drainage improvements, in accordance with applicable laws, codes, statutes, and Permits. Howey or REO shall exercise due diligence in constructing the Access Road.
  - c. Following completion of the Access Road, REO shall dedicate the Access Road to the Town as public right-of-way which dedication shall include a 10 foot utility easement on either side of the right of way to be used for utilities, including but not limited to power and cable. Howey shall not allow the assertion of any construction liens or other claims against the Access Road, nor shall Howey otherwise cause title for the Access Road to be impaired. The title to the Access Road shall be good and marketable, free and clear of all liens other than the current year's taxes, and free from any easement, restriction, reservation or limitation which would preclude the dedication of the Access Road to the Town. REO shall cause any lender or other creditor holding a mortgage or lien against the Access Road to join in the dedication of it. REO and Howey will execute and deliver such plats, dedications, and other documents, and take such other actions, as the Authorities may require in order to dedicate the Access Road for public use. The Access Road shall be deemed "complete" when it is dedicated to the Town and the Town has accepted such dedication.
  - d. Subject to the conditions and restrictions set forth below in the Section titled "Designs of Roads, Stormwater System, and Shared Utilities", surface waters from the Access Road shall drain into the surface water management system that the parties determine pursuant to the Section below titled "Designs of Roads, Stormwater System, and Shared Utilities" is best equipped to handle such runoff regardless of whether the system is located on the Residential or another Parcel.
  - e. REO and Howey shall share equally the costs of designing, permitting, and constructing the Access Road. After completion of the Access Road, Howey shall provide to REO (or REO to Howey in the event that the self-help construction rights pursuant to Section 6 are utilized) the Documentation (defined below) for the Access Road. REO shall remit to Howey (or Howey to REO in the event that the self-help construction rights pursuant to Section 6 are utilized) one-half (50%) of the actual aggregate costs reflected in the Documentation within twenty (20) days after the later of receipt of the Documentation or approval by the Town of a final subdivision plan or final site plan or the functional equivalent for the parcel of the owner from whom reimbursement is required.
3. Self Storage Access. The Self Storage Access is located on the perimeter of Commercial #2 (the Self Storage Parcel) and the Residential Parcel as depicted on Exhibit D attached hereto and incorporated herein by reference. The parties anticipate that ingress and egress to and from the Self Storage Parcel shall be via a curb cut onto an internal road on the Residential Parcel as shown by the red arrow into the Self Storage Parcel on Exhibit D. This

curb cut will be located for such a distance as is necessary for the Self Storage Parcel to gain access to its driveway (approximately 200 feet) into the Residential Parcel from State Road 19 and such roadway portion between State Road 19 and the curb cut into the Self Storage Parcel shall be referred to as the Self-Storage Access. The Self Storage Access as defined herein shall not include any turn lanes on State Road 19 for entrance to the Self Storage Access (the "Self Storage Turn Lane(s)) which may be required by an Authority based upon permitting or traffic study results, the permitting and construction of which shall be the responsibility of Howey at Howey's sole cost and expense.

- a. Howey (or Eagles pursuant to the self-help construction right set forth in section 6 below) shall design the Self Storage Access to the standards contained in the Amended PD and secure the Permits required for the construction of the Self Storage Access. Notwithstanding the foregoing, Eagles is not obligated to design the Self Storage Turn Lane(s) or secure the Permits for the Self Storage Turn Lane(s).
- b. Howey (or Eagles pursuant to the self-help construction right set forth in section 6 below) shall construct the Self Storage Access, including without implied limitation grading, installing utilities within the right-of-way, paving all applicable lanes, and constructing required stormwater drainage improvements, in accordance with applicable laws, codes, statutes, and Permits. Howey shall exercise due diligence in constructing the Self Storage Access. Notwithstanding the foregoing, Eagles is not obligated to construct the Self Storage Turn Lane(s).
- c. Following completion of the Self Storage Access, each of Howey or Eagles shall dedicate any portion of the Self Storage Access or the Self Storage Turn Lanes lying within its Parcel to the Town as public right-of-way which dedication shall include a 10 foot utility easement on either side of the right of way to be used for utilities, including but not limited to power and cable. The title to the Self Storage Access shall be good and marketable, free and clear of all liens other than the current year's taxes, and free from any easement, restriction, reservation or limitation which would preclude the dedication of the Self Storage Access to the Town. Howey and shall cause any lender or other creditor holding a mortgage or lien against the Self Storage Access to join in the dedication of it. Howey and Eagles will execute and deliver such plats, dedications, and other documents, and take such other actions, as the Authorities may require in order to dedicate the Self Storage Access and the Self Storage Turn Lanes for public use. The Self Storage Access shall be deemed "complete" when it is dedicated to the Town and the Town has accepted such dedication. Likewise, the Self Storage Turn Lanes shall be deemed "complete" when they are dedicated to the Authority requiring dedication of same.
- d. Subject to the conditions and restrictions set forth below in the Section titled "Designs of Roads, Stormwater System, and Shared Utilities", surfacewaters from the Self Storage Access shall drain into the surface water management system that the parties determine pursuant to the Section below titled "Designs of Roads,

Stormwater System, and Shared Utilities" is best equipped to handle such runoff regardless of whether the system is located on the Residential or another Parcel.

- e. Howey shall pay for the costs of designing, permitting, and constructing the Self Storage Access if constructed by Howey. Additionally, Howey shall pay for the costs of designing, permitting and constructing any Self Storage Turn Lanes which may be required by an Authority. If Eagles utilizes the self-help construction rights pursuant to Section 6, after completion of the Self Storage Access, Eagles shall provide to Howey the Documentation (defined below) for the construction (but not the design and permitting or costs related to utilities, the cost of which shall be borne by Eagles) of the Self Storage Access. Howey shall remit to Eagles the actual aggregate costs reflected in the Documentation for the construction of the Self Storage Access within twenty (20) days after receiving the Documentation.
4. Emergency Access. If an Authority or Authorities requires the construction of the Emergency Access as generally shown on Exhibit D, Howey shall have the right, but not the obligation to construct such Emergency Access. REO hereby grants to Howey, a temporary non-exclusive easement to enter upon, access and use the portions of the Commercial Parcel described on Exhibit D to the extent reasonably necessary to complete the construction of the Emergency Access, including, pedestrian, vehicular and construction access over and across the Commercial Parcel, the right of staging vehicles and equipment, and storage of materials on the Commercial Parcel (the "Temporary Construction Easement"). The Temporary Construction Easement shall terminate on the date that the construction of the Emergency Access has been completed as evidenced by acceptance of any public facilities included as part of the Emergency Access by and Authority and the execution of a completion certificate under seal by a Florida licensed civil engineer as to any non-public facilities or improvements included as part of the Emergency Access. REO agrees to dedicate the emergency access to the use of the public in accordance with Section 13(g) below.
5. Access to Civic Parcel. It is the intent of the parties that the Civic Parcel will have direct access via a curb cut directly onto State Road 19 as may be permitted by the applicable Authorities. Eagles shall have the sole responsibility for the costs of designing, permitting, and constructing the access to the Civic Parcel, including any associated turn lanes.
6. Self Help Construction Rights for the Access Road and the Self-Storage Access.
  - a. Howey shall be responsible for the construction of the Access Road, the Self Storage Access and the Self Storage Turn Lanes as set forth in Section 2 and 3 above. However, REO as to the Access Road or Eagles as to the Self-Storage Access, have the option, without the obligation, of electing to undertake the construction and installation of such improvements and fulfillment of such obligations as set forth herein (the "Self-Help Rights"). Easement rights for the construction and the Self Help Rights are as set forth in Section 13 below.

- b. Prior to exercising its Self-Help Rights in accordance with this

section, REO (as to the Access Road) or Eagles (as to the Self-Storage Access) shall give Howey notice, which notice shall state in all-caps, boldfaced font that Eagles or REO intends to exercise its Self-Help Rights if Howey does not complete construction of said improvements or performance of said obligations within sixty (60) days after the date of such notice. The notice shall include the proposed plans and alignment of the applicable road, which shall be subject to the commercially reasonable approval of Howey. Once the applicable sixty (60)-day period lapses, if Howey has not yet completed construction of said improvements or performed said obligations or provided comments on the proposed plans and alignment, Eagles or REO may complete or perform the same. If Howey has provided comments on the plans and alignment, Eagles or REO may complete or perform same upon Howey's written approval of the plans and alignment which approval shall not be unreasonably withheld, conditioned or delayed. Howey agrees to cooperate and join into any applications, consents, easements, or other approvals required by any governmental entity to effectuate the construction of such improvements.

7. Documentation. Each of Howey, REO and Eagles shall maintain complete and accurate records (the "Documentation") of the actual costs and expenses that each incurs for which it is entitled to reimbursement from the other pursuant to this Agreement. Each party shall have the right to receive and review the Documentation provided by the other in order to obtain reimbursement pursuant to this Agreement.
8. Utility Agreement. Eagles previously entered into a certain Agreement and Commitment for Utility Service dated as of June 21, 2005 (the "Utility Agreement") with Central Lake Community Development District ("CDD"). The Utility Agreement provides assurances for the provision of potable water and sanitary sewer services to the Residential Parcel and the Nonresidential Parcels in consideration for commitments that include without implied limitation sharing the costs of expanding facilities to increase the CDD's potable water and sanitary sewer capacities. In the Original Agreement, Eagles transferred and assigned to Howey the rights and privileges granted by the Utility Agreement solely as they relate to the Residential Parcel. For purposes of the Original Agreement, this assignment to Howey shall include 225,000 gallons per day of sewer capacity allocated to the Residential Parcel (of the total capacity provided by the Utility Agreement of 337,500 gallons per day). Eagles reaffirms this transfer and assignment in this Agreement.
  - a. Further, each party shall secure the plans and permits, pay for inspections, and pay the Contributions-In-Aid-Of-Construction (as that term is defined in the Utility Agreement) ("CIAC") that the Utility Agreement requires be paid for that party's projects. Finally, the Utility Agreement requires the parties to pay amounts required to expand the CDD's sewage plant and, perhaps, water supply to accommodate projects on the Parcels. To the extent that Howey, Eagles or REO utilize sanitary sewer service of the CDD, each party shall be responsible for payment of the pro rata share of the cost of such expansion based upon each individual parcel's usage of sanitary sewer service.

- b. Howey shall be responsible to construct potable water and sewer distribution main gravity lines pursuant to the Utility Agreement to connect the Parcels to the CDD's systems. Further, to the extent that lift stations must be constructed to provide services to the Residential Parcels and one or more of Nonresidential Parcels, then Howey shall be responsible to construct those lift stations. Eagles and/or REO as applicable shall reimburse their share of the costs actually incurred by Howey in construction of such lift stations and distribution main gravity lines, which share shall be determined by dividing the capacity utilized by the applicable Nonresidential Parcels from such lift stations and distribution main gravity lines by the aggregate of the capacity provided thereby to both the Residential Parcel and the Nonresidential Parcels which are utilizing the potable water or sewer distribution system constructed by Howey.
- c. Neither of Howey, REO or Eagles, without the other, shall agree with CDD to amend or modify in any respect the Utility Agreement, or compromise any obligations of CDD under the Utility Agreement.
- d. Neither of Howey, REO or Eagles shall cause or suffer a default by the Developer under the Utility Agreement. Without limiting the other remedies that a party may invoke for the default of the other party, in the event either of Howey, REO or Eagles should fail timely, fully, or properly to remit a payment, or perform another obligation under the Utility Agreement, then the other party may remit that payment or perform the other obligation on behalf of the defaulting party. All expenses incurred by the non-defaulting party in curing the default of the other party shall bear interest from the date incurred until paid at the highest legal rate. Further, the defaulting party shall reimburse such expenses and interest to the other party within ten (10) days after receiving the demand of the other party for reimbursement.
- e. Each party assumes and agrees to pay or otherwise perform all other warranties, indemnities, covenants, obligations, and restrictions prescribed by the Utility Agreement, as such apply to the assuming party's Parcel. Each party shall indemnify, defend, and hold harmless the other party with respect to all expenses (including without implied limitation legal fees and court costs before all tribunals and on appeal), interest, costs, penalties, losses, damages, claims, actions, judgments, obligations, and liabilities incurred by or asserted against the other party as a result of or in connection with the default by the indemnifying party of its obligations or liabilities with respect to the Utility Agreement.
- f. To the extent that any party bears the expense of upsizing pipes so that, pursuant to the Utility Agreement, the CDD is required to pay reimbursement for the upsizing, then the party bearing that expense shall also be entitled to the reimbursement. Further, each party shall be entitled to the CIAC credits (as provided by the Utility Agreement) that are awarded for the work performed or payments made by that party.
- g. To the extent that any party determines the Utility Agreement provides surplus water or sewer capacity to the party's Parcel(s), that party shall first offer to sell the surplus capacity to another party, at then existing market rates, before offering the capacity to any other purchaser. If the party receiving the offer does not accept the offer within thirty (30) days



after receipt, then the offering party shall have the right without further restriction or condition to sell the surplus capacity to third-parties.

9. Designs of Roads, Stormwater System, and Shared Utilities. Howey and REO shall mutually approve and engage the engineers for designing and securing Permits for the Access Road and Howey and Eagles shall mutually approve and engage the engineers for designing and securing Permits for the Self Storage Access (collectively, the "Roads") Howey, REO and Eagles as applicable shall also mutually approve and engage the engineers for designing and securing Permits for the stormwater management systems and utilities systems (to the extent any are proposed) that will serve both the Residential Parcel and some or all of Nonresidential Parcels ("Shared Utilities"). The parties will design the stormwater management system for each of the Parcels in order to optimize the handling of such runoff; provided, however, except as set forth in Section 10 below, that Eagles and REO shall not be required to retain on the Nonresidential Parcels more stormwater runoff than is required to accommodate the developments on the Nonresidential Parcels and REO and Eagles' proportionate share of runoff from the Roads; and Howey shall not be required to retain on the Residential Parcels more stormwater runoff than is required to accommodate the development on the Residential Parcel and Howey's proportionate share of runoff from the Roads. The Final Plans for both the Roads and Shared Utilities shall be subject to the approval of Howey, REO and Eagles as it relates to their parcels. The costs of these engineers and Final Plans shall be allocated between Howey, REO and Eagles as prescribed by this Agreement. Any approvals required by this section shall not be unreasonably conditioned, delayed or withheld.
10. The Joint Use Ponds. Notwithstanding the foregoing Section 9, as depicted on Exhibit D, there is a joint use pond proposed to be located on the Residential Parcel between the Self-Storage Parcel and Park #10 and 2.2 acres of previously platted lots (the "Self-Storage/Residential Joint Use Pond"). There is also a joint use pond proposed to be located between the Commercial Parcel and the Residential Parcel on the Commercial Parcel as depicted on Exhibit D (the "Commercial/Residential Joint Use Pond"). Eagles has the right, but not the obligation, to construct the portion of the Self-Storage/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities, and is granted access and temporary construction easements and drainage easements for same pursuant to Section 13 below. Howey has the right to construct or expand the Self-Storage/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities. Howey has the right, but not the obligation, to construct the portion of the Commercial/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities, and is granted access and temporary construction easements and drainage easements for same pursuant to Section 13 below. REO has the right to construct or expand the Commercial/Residential Joint Use Pond as required for its development and permitted by the applicable Authorities.
11. Cost Controls. Each party acknowledges that the other party has a substantial interest in limiting as much as possible the reimbursements to be paid to the other party pursuant to this Agreement. In acknowledgement of that interest, the parties agree as follows:

- a. Each party will perform the Reimbursable Work (defined below) in an efficient and economical manner, consistent with prudent practices.
  - b. Each party shall have the right, but not the obligation, to participate with and to assist the other party in preparing the plans, specifications, and other details (collectively, the "Details") for the work for which the applicable reimbursements will be payable ("Reimbursable Work"). No Details shall be deemed final until approved in writing by the party that must pay reimbursement for the work reflected in the Details. Once the parties have approved any Details, then those Details may not thereafter be materially changed without the written approval of both parties.
  - c. Each party shall have the right, but not the obligation, to participate with and assist the other party in negotiating and securing estimates, proposals, and contracts (collectively, "Contracts") for the provision of materials and services for the Reimbursable Work. Notwithstanding any other provision of this Agreement, if a party in its reasonable discretion determines that the amount of any such Contract is unreasonable or excessive, that party shall have the right to secure proposals from other qualified providers. Once the parties have approved a Contract, then that Contract may not thereafter be materially changed without the written approval of both parties. For purposes of this Agreement, a provider shall be deemed qualified if it possesses any license or certification required for the supplies or services it provides, has at least six (6) years experience in providing those supplies or services, and is solvent.
  - d. Each party will have the right to require the contract by which a provider for Reimbursable Work is engaged be a fixed sum contract so that the provider bears the risk of cost increases, other than cost increases resulting from change orders.
12. Liens for Reimbursements. Any claim for reimbursement, including interest costs, and expenses, including reasonable attorneys' fees awarded incurred in enforcing payment in any suit or proceeding under this provision, shall be assessed against the other party and shall constitute a lien (the "Assessment Lien") against the portions of the Parcels of the other depicted on Exhibits A and B until paid, effective upon the recording of a notice of lien with respect thereto in the Public Records of Lake County, Florida; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all mortgages and liens recorded in the Office of the County Recorder of Lake County, Florida prior to the date of recording of said notice of lien, and (iii) all property rights transferred by a party in the Public Records before the recording of the notice of lien.
13. Grant of Easements. Each of Howey, REO and Eagles hereby creates, grants, and conveys to the other, for the benefit of and appurtenant to the Residential Parcel and the Nonresidential Parcels, the following easements (the "Easements"):
- a. Drainage Easement. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below) a nonexclusive appurtenant drainage

easement upon, under, over, above and across the Residential Parcel and the Nonresidential Parcels in the areas described in Sections 9 and 10 ("Drainage Easement Area") for the purposes of constructing stormwater drainage systems and of draining, detaining, and retaining surface waters from the Parcels and maintaining the historic rate and volume of surface water drainage. Such drainage shall flow into the stormwater management system to be located on and in the Drainage Easement Area.

- b. Utility Easement. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below) a nonexclusive appurtenant utility easement upon, under, over, above and across the Residential Parcel and the Nonresidential Parcels (the "Utility Easement Area") for the purposes of providing water, sanitary sewer, telephone, electricity, cable television, and other utility services to the Parcels, and of constructing the utilities systems necessary to provide such services to the Parcels.
- c. Access and Temporary Construction Easement. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below), a nonexclusive appurtenant access easement upon, over, above and across the Residential Parcel and the Nonresidential Parcels (the "Access Easement Area") for the purpose of ingress and egress to and from the Parcels. Howey, REO and Eagle grant to each other and to their respective Authorized Users (defined below), a temporary nonexclusive appurtenant easement upon, over, above and across the Residential Parcel and the Nonresidential Parcels (the "Temporary Construction Easement Area") to the extent reasonably necessary to complete the construction of the Access Road, the Self Storage Access and the Emergency Access and of constructing joint use ponds as described in Sections 9 and 10 above, streets and other roadway improvements required to provide such ingress and egress together with any other improvements envisioned by this Agreement (the "Construction Work") . The Temporary Construction Easement shall terminate in part or in whole as applicable on the date that the Construction Work has been completed as evidenced by acceptance of any public facilities included as part of the Construction Work by the applicable Authority or the execution of a completion certificate under seal by a Florida licensed civil engineer as to any non-public facilities or improvements included as part of the Construction Work.
- d. Additional Rights. Eagles, REO and Howey and their respective successors in interest may construct, install, maintain, repair, replace, remove, operate, and use within each Easement Area such pipes, lines, conduit, cable, and other equipment, apparatus, and improvements as may be reasonably necessary for the purpose of exercising the rights provided by, and making full use of, the easements granted herein. Eagles, REO and Howey and their respective successors in interest are also expressly permitted an easement for ingress and egress on, across, and over the Parcels as may be reasonably necessary in order to exercise the rights granted in this Agreement and for access to and from the Utilities Systems and Stormwater Systems (both as defined below in this Section). Each of Eagles, REO and Howey,

and their respective successors in interest, shall have the right to connect lines, cables, pipes, conduit, and other utilities equipment, apparatus, and facilities from its Parcel to the utilities equipment, apparatus, and facilities located within the other Parcels (the "Utilities Systems"). Each of Eagles, REO and Howey, and their respective successors in interest, shall have the right to connect ditches, swales, pipes, culverts, and other drainage structures, equipment, and apparatus from its Parcel to such drainage structures, equipment, and apparatus constructed or placed on the Parcels, and shall be permitted to conduct surface waters draining from its Parcel into the stormwater management systems constructed within the other Parcel for the discharge, drainage, use, retention, and detention of surface waters as may be permitted by the applicable Authorities (the "Stormwater System"). Each of Eagles, REO and Howey, and their respective successors in interest, shall have the right to connect roads, rights-of-way, driveways, and other access facilities from its Parcel to such access facilities on the other Parcels (the "Access Facilities").

- e. Authorized Users. For purposes of this Agreement, "Authorized Users" refers to tenants, and other occupants of the applicable Parcel, their respective contractors, agents, guests, employees, and invitees, and utilities providers and security services (such as police and fire) and the agents, employees, and contractors of utilities providers and security services. References in this Agreement to an "Easement Area" shall mean any of the Drainage Easement Area or Utility Easement Area or Access Easement Area, as may apply in the context; and references to the "Easement Areas" shall refer to all of the Drainage Easement Area and Utility Easement Area, Temporary Construction Easement Area and Access Easement Area. Until each Easement Area is limited in accordance with the following subsection titled "Identification of Easement Areas," each Easement Area shall consist of all of the Residential Parcel and the Nonresidential Parcels.
- f. Identification of Easement Areas. The Easements granted by this Agreement affect and apply to the Residential Parcel and the Nonresidential Parcels. Hereafter, however, as is provided below, each of the parties will cause the Final Plans (defined below) for the party's Parcel to be prepared which will identify the locations within the Parcel to be used for the Easements set forth in this Section 13. After the Final Plans have been completed and approved by the Applicable Authority, notwithstanding any other provision of this Agreement, the Easements granted hereby will affect and apply only to, and Eagles, REO and/or Howey (as applicable depending on the easement area as shown in the Final Plans) shall enter into either a separate instrument or an amendment of this Agreement limiting the respective Easement Areas to, the locations prescribed in the Final Plans for the Easements.
- g. Recording of Plats and Termination of Easements. The parties acknowledge that delays by any of them could result in costly delays for the other. Particularly, one party may not be permitted to proceed with its project until the other party has dedicated right-of- ways or granted utility easements on its Parcel that are intended also to benefit other Parcels. Accordingly, if required by an Authority in order for

a party to proceed with its project, the other party will promptly cause right-of-ways and easements to be dedicated or otherwise created on its Parcel. Without limiting the remedies to the parties, this covenant to grant dedications and easements shall be enforceable in equity by an action for specific performance. Notwithstanding any other provision of this Agreement, with the exception of the Temporary Construction Easement, which shall terminate as set forth in Section 13(c) above, the Easements shall terminate with respect to any portion of a Parcel at such time as such portion of the Parcel is platted and easements for the same purposes and uses (including without implied limitation intensities of use) as are prescribed herein for the Easements, and also providing to the parties and the Parcels the same rights, easements, and other benefits, are completed and dedicated to the perpetual use of the public. Upon termination of any of the Easements, the parties shall execute an appropriate notice of termination thereof in recordable form; provided, however, if any of the Easements is terminated in part, such notice shall apply only to the portion of the Easements which are so terminated. Notwithstanding the foregoing, no portion of an Easement shall terminate if the consequence of that termination will be to deprive a Parcel of utility services or access, or to deprive a Parcel of the right to drain surface waters, all as contemplated herein.

14. Use of Easements.

- a. Prohibition Against Obstruction. No party shall materially obstruct, impede, or interfere in another party's, or its Authorized Users', use of an Easement Area for the purposes described herein. Each party shall at all times use the Easement Areas in such a manner as not to interfere materially with the normal operation of the improvements thereon.
- b. Compliance with Laws. Each party shall comply with and conform to all Permits, laws, codes, statutes, regulations, and other governmental requirements applicable to the use and maintenance of an Easement Area.
- c. Liens. No party nor any Authorized User shall cause any claim, lien, or other encumbrance arising from its use of an Easement Area to accrue against or attach to any portion of the Parcel belonging to another party. Each party shall at its sole cost and expense replace and restore to their original condition any portions of an Easement Area that are disturbed or damaged by or in connection with that party's performance of work within an Easement Area.
- d. Intensity of Use. Except as otherwise set forth herein, the Easements and other rights granted by this Agreement shall be deemed to permit the increased surface water drainage, utilities consumption, vehicular traffic, and other increased demands and impacts resulting from the development and improvement of the Parcels. Such increases in the intensity in the use of the Easements shall be expressly permitted.

- e. Final Plans. For purposes of this Agreement, the "Final Plans" shall consist of the final subdivision plats and construction plans or their functional equivalent approved by the Town to allow development of the applicable Parcel.
  - f. Indemnification. Each party shall indemnify, defend and hold harmless the other party or parties as applicable and their directors, officers, employees, agents, members and managers against and from any and all fines, penalties, violations, claims, actions, damages, liabilities, costs and expenses, of any nature whatsoever (and the reasonable attorneys' fees and costs incurred before, during or after trial, including appeals) incurred in connection with their use of the Easements.
15. Insurance. Prior to entering onto the another party's Parcel, and at all times thereafter until work is completed, the party performing the work shall maintain a comprehensive general liability and property damage policy in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00), naming the party upon whose Parcel the work will be performed as an additional insured, which will cover the activities of the exercise of rights under this Agreement and construction, but is not intended to be a limitation of remedies hereunder.
16. Remedies and Enforcement.
- a. Remedies for Breach. In the event of a breach or threatened breach by any party of any of the terms, covenants, restrictions or conditions hereof, the other party or parties shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies, including payment of any amounts due and/or specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. In addition, if any breach hereof is a party's failure to construct, maintain, or repair required improvements, or a party's obstructing or impeding another party's permitted use of an Easement Area, then the other party or parties may cure such default on behalf of the defaulting party by performing the applicable work or removing the obstruction, whereupon the defaulting party shall immediately reimburse all costs and expenses thereby incurred by the curing party or parties.
  - g. No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle a party to cancel, rescind, or otherwise terminate this Agreement.
  - h. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party or parties after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

17. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of Howey, REO and Eagles, or their respective successors in interest, evidenced by a document that has been fully executed and acknowledged and recorded in the official records of the County Recorder of Lake County, Florida.
18. Consents. Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned, or delayed.
19. No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
20. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
21. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives. This Agreement shall run with the land, provided however, that no Lot Owners shall have any rights or obligations under this Agreement. A "Lot Owner" shall mean an end-user of a lot created within the Overall Land with a completed residential unit constructed thereon for which a certificate of occupancy has been issued.
22. Separability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
23. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded by this Agreement.
24. Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The original notice addresses of the Eagles, REO and the Howey are the addresses provided for each of them at the beginning of this Agreement.

25. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.
26. Estoppel Certificates. Each party, within twenty (20) day of its receipt of a written request from the other party, shall from time to time provide the requesting party, a binding certificate stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
27. Bankruptcy. In the event of any bankruptcy affecting any party or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
28. Extent of Liability. Howey, REO and Eagles shall be liable hereunder only for obligations that arise during the period each is the owner of its respective Parcel. On the transfer by either party of all of its right, title, and interest to its Parcel, that owner shall have no further rights, liabilities, or obligations hereunder for any matter arising after such transfer. On the occurrence of such a transfer, the transferee shall thereupon become obligated and liable for the all obligations and liabilities, and shall receive all rights, that arise while the transferee is owner of the applicable parcel.
29. Compliance with Authorities. To the extent that any revisions must be made to this Agreement, or this Agreement must be supplemented, amended, restated, replaced, or otherwise revised, in order to comply with any requirements of an Authority imposed in connection with approving the development of a Parcel, then Howey, REO and Eagles shall sign and deliver such documents, take such other actions, and otherwise cooperate with each other, as may be necessary to comply with the requirements of the authority.
30. Construction Work. Each party hereby acknowledges that the other party is not a licensed contractor. All obligations contained in this Agreement which require either party to perform any work that would, under any applicable law, regulation, or statute, be required to be performed by a contractor licensed by the State of Florida, or any applicable governmental agency, shall be performed by an appropriately licensed contractor contracted by the applicable party or its agent. The parties further acknowledge, understand and accept that any such work required of them but performed by others shall in no way be deemed to be a breach of the parties' respective obligations under this Agreement, and, upon the proper performance of those obligations by others, shall be deemed to be satisfaction of such obligations by the applicable party.
31. Joinder and Cooperation. Each party shall from time to time at the request of another promptly join with the requesting party in the execution and submission of such instruments, petitions, applications, requests and other documents or writings that the requesting party may request in connection with the requesting party's development of the its Parcel, and in



connection with the requesting party's efforts to perform the requirements of this Agreement. No party shall be under the obligation to incur expense in performing its obligations under this provision. Without limiting the foregoing, because the development of the Parcels has been approved by the Town pursuant to a single master plan, if required by the Town or another Authority, each party shall cooperate with the other party in securing for the requesting party's Parcel or Parcels preliminary subdivision plan approval, Final Plan approval, amendments to the zoning and approved site plans, and other approvals.

32. Time of Essence. Time is of the essence of this Agreement. Notwithstanding the foregoing, if the performance required of either party under this Agreement is delayed by act of God, civil commotion, governmental or sovereign conduct (including but not limited to delays in the issuance of permits or approvals), strikes, lock-outs, labor trouble, restrictive laws or regulations, the conduct of any person not a party hereto, or any other cause without fault to and beyond the control of the obligated party (financial inability excepted), then that party shall be excused from such performance for the period of time that is reasonably necessary to remedy the effects of the occurrence causing the delay. Nothing in this provision shall be construed as relieving a party from any obligation hereunder timely to make a payment of any charge or other monetary obligation.
33. Further Assurances. The parties will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by the other to carry out the intent and purpose of this Agreement.
34. Expense. Any action, either required or optional, taken by any party as provided in this Agreement, is taken at the expense of the actor unless otherwise specifically provided in this Agreement.
35. Force Majeure. If the performance by any Party of any of its obligations hereunder is delayed by natural disaster, pandemic, terrorist activity, war, labor dispute, governmental delay or unavailability of materials, then the deadline for completion of such obligation shall be extended by a like number of days. The foregoing shall not apply to any obligation to pay money due hereunder.
36. Not a Partnership or Joint Venture. Notwithstanding that the parties have entered into this Agreement for the purpose of cooperating in development and construction of the items set forth herein, the parties are not partners, joint venturers, or agents of each other, and have no power to bind each other to any contract or other agreement with respect to the subject matter hereof.
37. Effective Date. This Agreement shall become effective concurrently with the effective date of the Amended PD.
38. Each party hereby represents and warrants to the other parties that either (a) there is no mortgage encumbering such party's parcel or (b) the holder of every mortgage on such party's parcel has joined in and consented to this Agreement.

[signatures and acknowledgements on following pages]



IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**"WITNESSES"**

**HOWEY IN THE HILLS, LTD.,**  
a Florida limited partnership

*[Signature]*  
Print Name: Carmen Estenoso

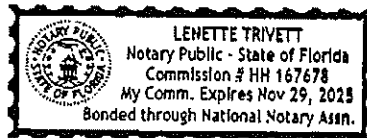
By: *[Signature]*  
Print Name: Edward W. Easter  
Title: Manager

*[Signature]*  
Print Name: Lenette Trivett

STATE OF FLORIDA  
COUNTY OF Miami-Dade

The foregoing instrument was executed, sworn to and acknowledged before me by means of ☒ physical presence or ☐ online notarization, this November 7, 2022 by Edward W. Easter as Manager of HOWEY IN THE HILLS, LTD., a Florida limited partnership, on its behalf.

(SEAL)



*[Signature]*  
Signature of Notary Public

Lenette Trivett  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
(Type of Identification Produced)

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

"WITNESSES"

REO FUNDING SOLUTIONS IV, LLC,  
a Georgia limited liability company

Matthew Sullivan  
Print Name: Matthew Sullivan

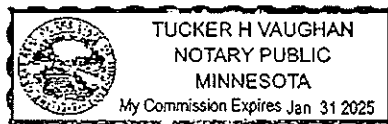
By: Rudy Nowell  
Print Name: Rudy Nowell  
Title: Vice President

Kevin Sullivan  
Print Name: Kevin Sullivan

STATE OF ~~FLORIDA~~ Minnesota  
COUNTY OF Hennepin

The foregoing instrument was executed, sworn to and acknowledged before me by means of X physical presence or online notarization, this November 18/22, 2021, by Rudy Nowell, as Vice President of REO FUNDING SOLUTIONS IV, LLC, a Georgia limited liability company, on its behalf.

(SEAL)



Tucker Vaughan  
Signature of Notary Public

Tucker Vaughan  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known X OR Produced Identification \_\_\_\_\_  
(Type of Identification Produced)

**EXHIBIT "A"**

Legal description of Residential Parcel

**EXHIBIT A**

- A) THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
- B) THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
- C) A TRIANGULAR TRACT OF LAND DESCRIBED AS FOLLOWS:
- BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE WEST APPROXIMATELY 330 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH APPROXIMATELY 330 FEET TO THE NORTHEAST CORNER OF THE TWO AND ONE-HALF ACRE TRACT LAST DESCRIBED; THENCE SOUTHEAST TO THE POINT OF BEGINNING.
- D) THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THAT PART LYING WITHIN TAYLOR MEMORIAL CEMETERY HEREINAFTER PARTICULARLY DESCRIBED:
- E) THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 19, NOW PAVED, LESS AND EXCEPT SUCH PORTION OF TAYLOR MEMORIAL CEMETERY INCLUDED THEREIN, WHICH CEMETERY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- BEGINNING AT THE EAST 1/2 MILE CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN WEST 1490 FEET TO AN IRON PIPE ON THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD NOW PAVED; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE 446.5 FEET TO A CEMENT MARKER AND THE POINT OF BEGINNING OF CEMETERY PROPERTY; RUN THENCE SOUTHWESTERLY WITH THE NORTH RIGHT OF WAY LINE OF SAID ROAD 509.4 FEET; THENCE NORTH 36d27' WEST, 573.8 FEET; THENCE NORTH 51d33' EAST, 500 FEET, THENCE SOUTH 38d27' EAST, 500 FEET TO THE POINT OF BEGINNING.
- F) THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 19, NOW PAVED, LESS AND EXCEPT SUCH PORTION THEREOF AS IS CONTAINED IN THE PLAT OF PALM GARDENS, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, ON FEBRUARY 26, 1951, IN PLAT BOOK 12, PAGE 11.
- G) THE WEST 1/2, LESS AND EXCEPT THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.
- H) THAT PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTH OF COUNTY CLAY ROAD, IN SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. SUBJECT TO THE RIGHTS OF WAY FOR ALL EXISTING STATE, COUNTY AND TOWN ROAD, STREETS AND HIGHWAYS.
- I) A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND GENERALLY DESCRIBED AS LYING SOUTH OF THE RESIDENCE OF DON WHITE AND WEST OF THE WESTERLY BOUNDARY LINE OF PALM GARDENS SUBDIVISION.
- J) ALL OF BLOCK D-14, ACCORDING TO THE PLAT OF PALM GARDENS, FILED FEBRUARY 26, 1951, AND RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALL OF THE ABOVE LAKE COUNTY PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

EXHIBIT A - continued

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG THE EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT OF WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA.

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD.

G) DENOTES PARCEL DESIGNATION FOR CLARITY PURPOSES.

LESS: The real property described on the attached Exhibit A-1.

EXHIBIT A-1LESS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'55"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 15; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°25'50", A RADIUS OF 2344.53 FEET, AN ARC LENGTH OF 598.69 FEET, A CHORD BEARING OF S44°45'11"W AND A CHORD DISTANCE OF 595.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°52'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 919.69 FEET, A CHORD BEARING OF S26°32'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N74°26'33"W, 401.66 FEET; THENCE RUN S68°12'24"W, 688.73 FEET; THENCE RUN N53°42'00"W, 759.16 FEET; THENCE RUN N12°55'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°16'17"E, 13.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N02°22'57"E AND A CHORD DISTANCE OF 52.88 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 478.81 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N42°06'53"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°55'15", A RADIUS OF 74.59 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N53°13'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 135°45'31", A RADIUS OF 99.95 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°45'19", A RADIUS OF 24.94 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°47'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 500.96 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°59'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 35.085 ACRES MORE OR LESS.

ALSO LESS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'55"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 15; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID



EXHIBIT A-1 continued

NORTHWESTERLY RIGHT-OF-WAY LINE, 502.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.5 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'12"W AND A CHORD DISTANCE OF 93.15 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY, THENCE RUN N87°03'11"E, ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET, THENCE RUN N52°55'58"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 1000 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°51'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY, THENCE RUN S37°55'02"E, 525.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 1000 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 6.181 ACRES MORE OR LESS.

AND ALSO LESS:

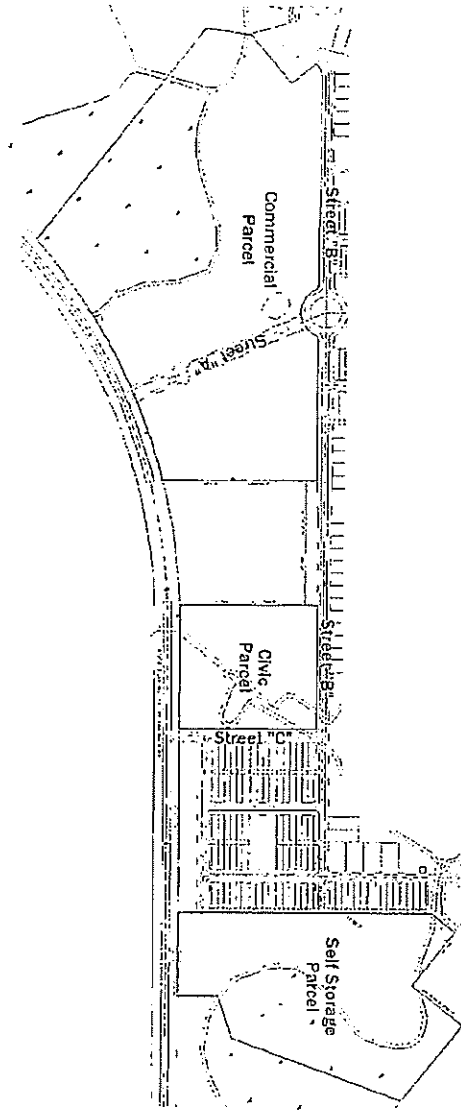
COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N88°21'55"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING, THENCE RUN N37°55'02"W, 1008.83 FEET, THENCE RUN N05°35'27"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 272.06 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13"E ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S06°25'47"W, 739.19 FEET; THENCE RUN S17°52'33"E, 117.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 11.978 ACRES MORE OR LESS.



**EXHIBIT "C"**

Non-Residential Parcels Drawing From Original Agreement  
Roadway configurations have changed as set forth herein



*The quality of this image  
is equivalent to the quality  
of the original document.*

Exhibit C - 1

**COMPOSITE EXHIBIT "D"**  
**Plans**

Plan for Howey Self Storage Access

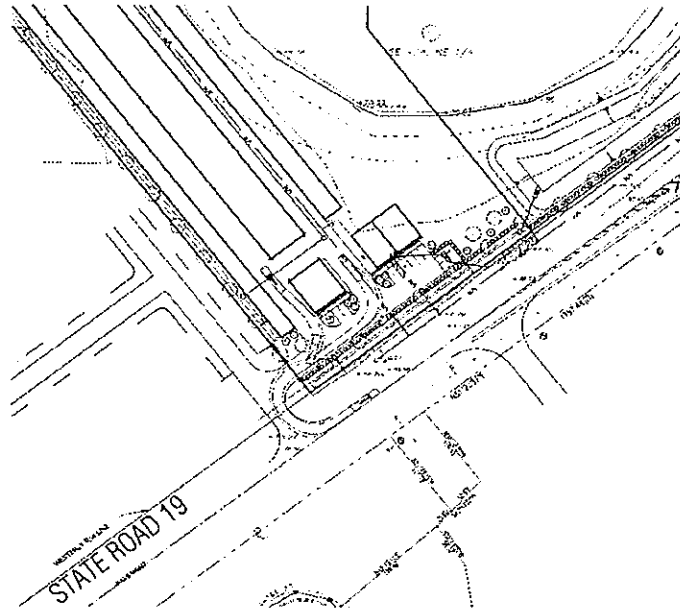


Exhibit D - 1

Plan for Access Road

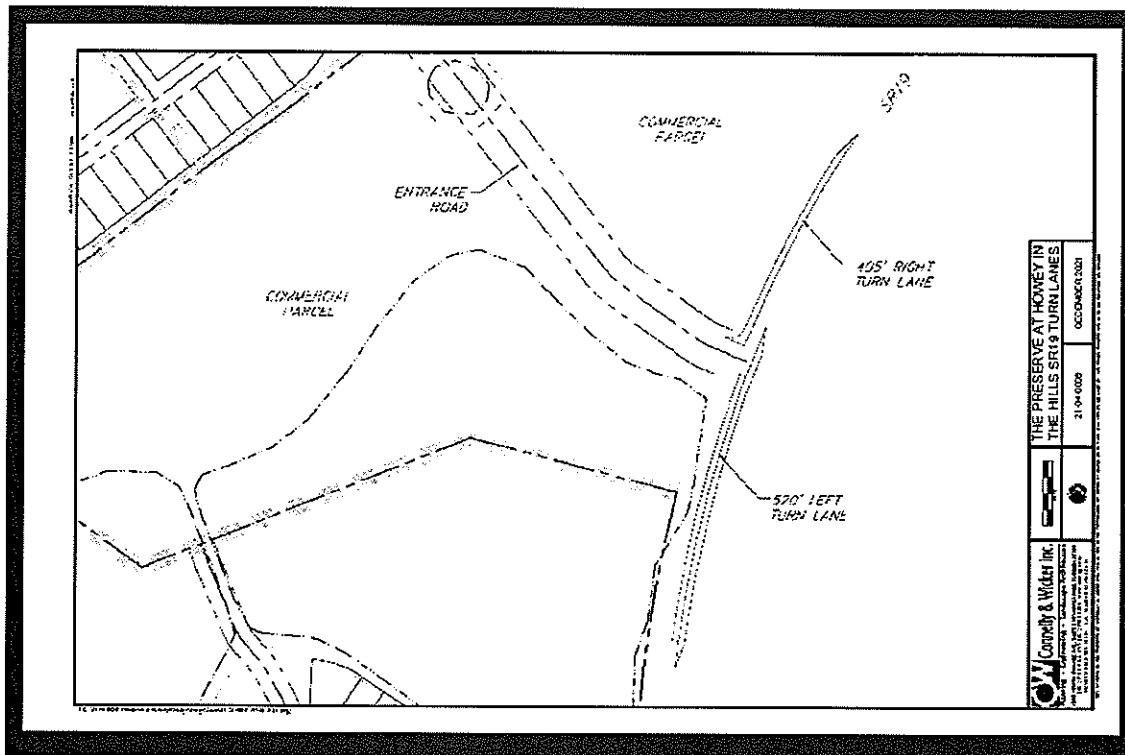

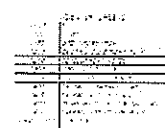
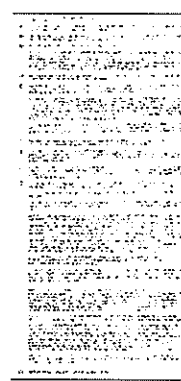
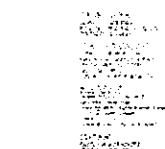

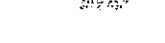
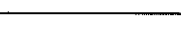
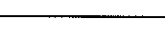




















































Exhibit D - 2

THE RESERVE AT HOWEY IN THE HILLS PUD	
PUD #	
PARCEL #: 26-20-25-0100-000-00002, 35-20-25-0003-000-00501, 35-20-25-0002-000-00500, 26-20-25-0100-000-00004, 26-20-25-0100-000-00005, 26-20-25-0100-000-00004, 26-20-25-0100-000-00500, 26-20-25-0100-000-00003 & 26-20-25-0400-D14-00000	
HOWEY-IN-THE-HILLS LAKE COUNTY, FL	
PREPARED FOR LENHAR - ORLANDO 6750 FORUM DRIVE, SUITE 310 ORLANDO, FL 32821	
PROJECT LOCATION	
LOCATION MAP	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	
	

**CW** Connelly & Wicker Inc.  
Planning · Engineering · Landscape Architecture

10060 SKINNER LAKE DR., SUITE 500  
JACKSONVILLE, FLORIDA 32246  
(904) 265-3030 FAX (904) 265-3031

1560 NORTH ORANGE AVE., SUITE 210  
WINTER PARK, FLORIDA 32789  
(407) 261-3100 FAX (407) 261-3099

FLORIDA REGISTRY: 0050 L.A. PERMIT: 1C7000311  
www.cwinc.com

COVER

THE RESERVE AT  
HOWEY IN THE HILLS  
LAKE COUNTY, FL

Sheet C-100



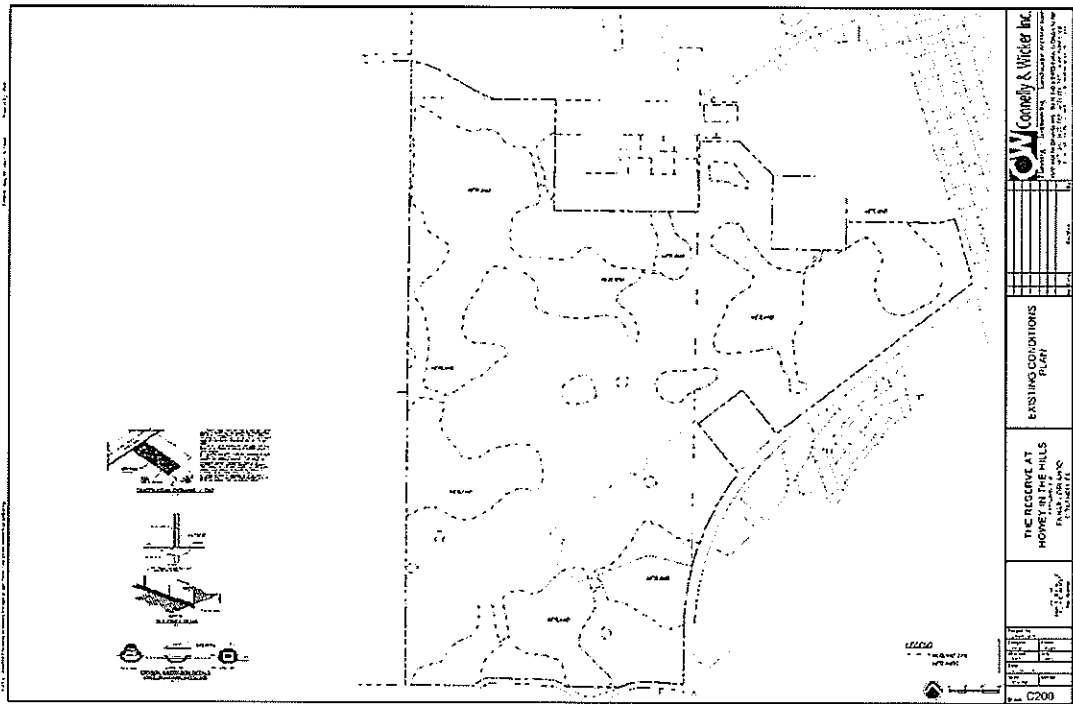


Exhibit D - 5



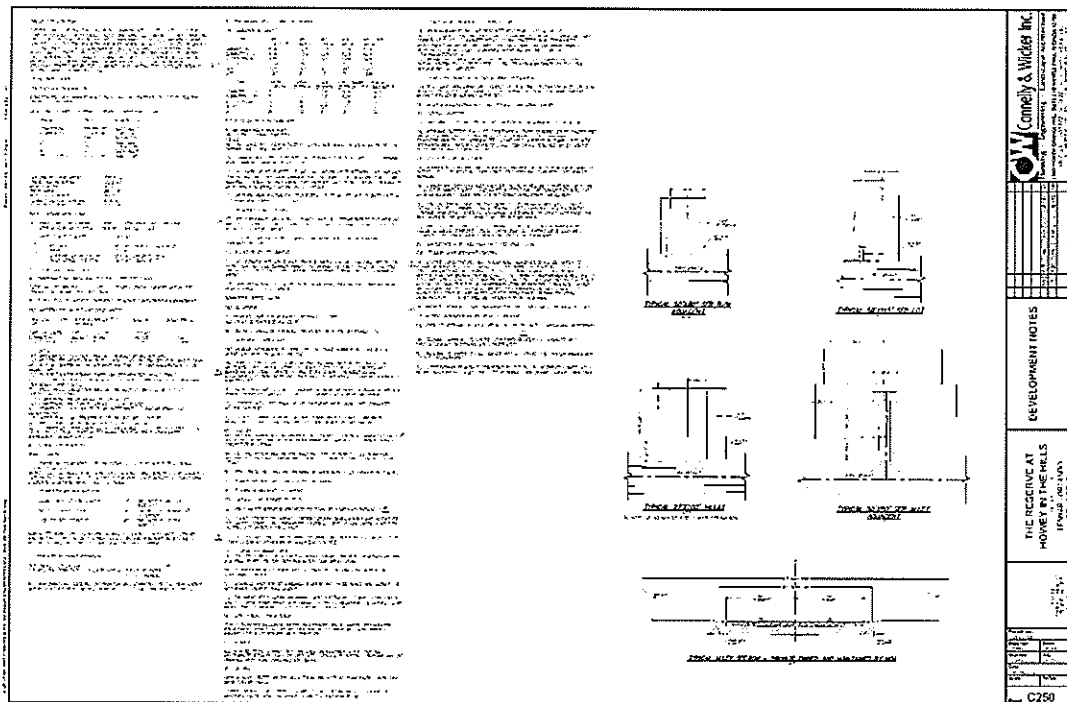


Exhibit D - 6

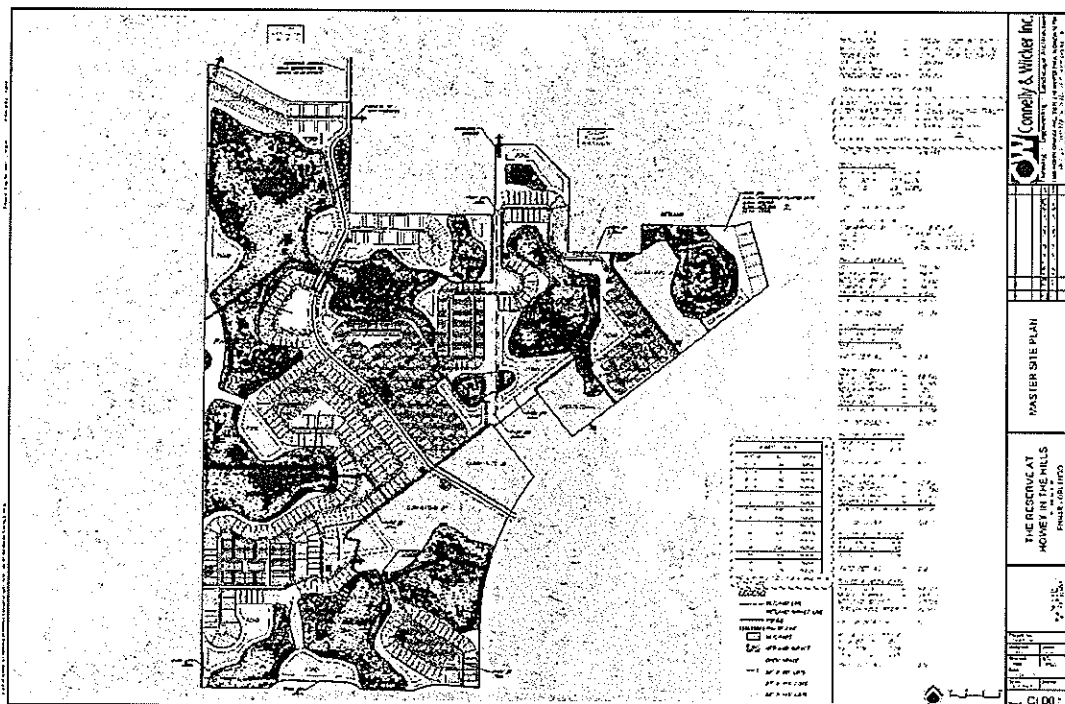


Exhibit D - 7

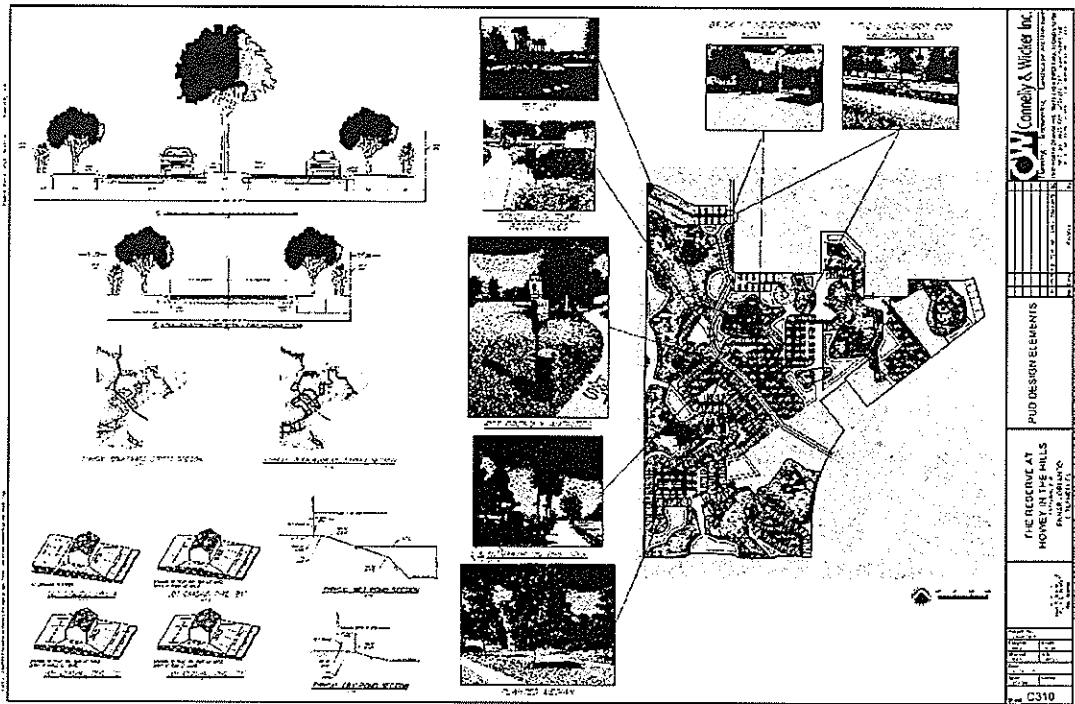


Exhibit D - 8

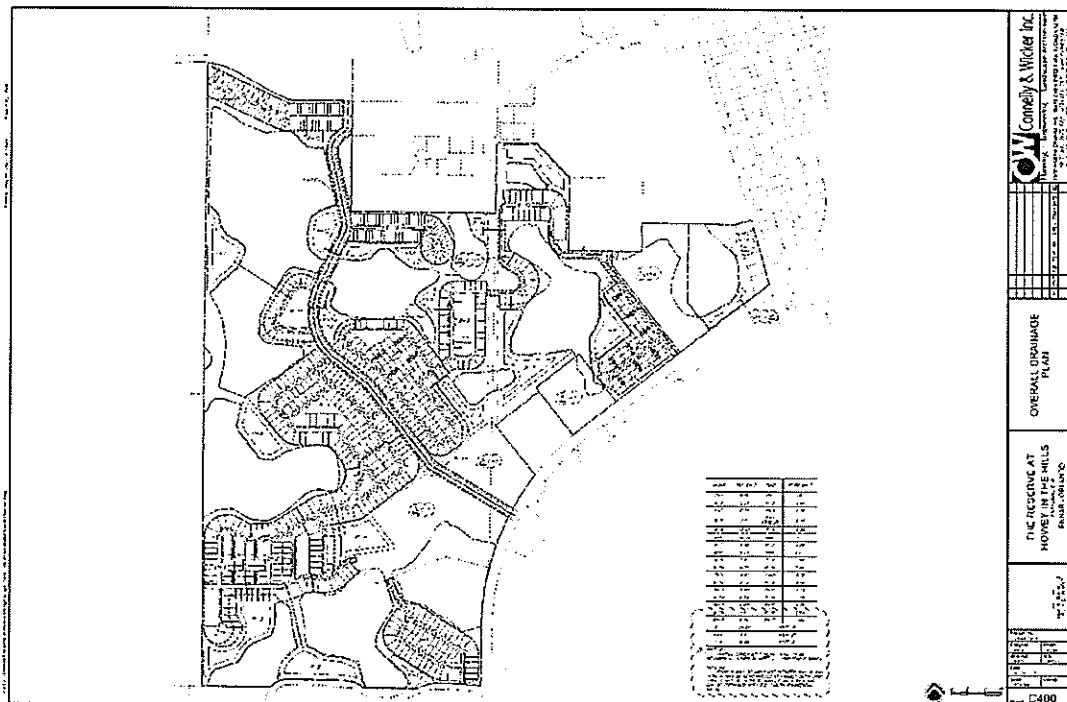


Exhibit D - 9



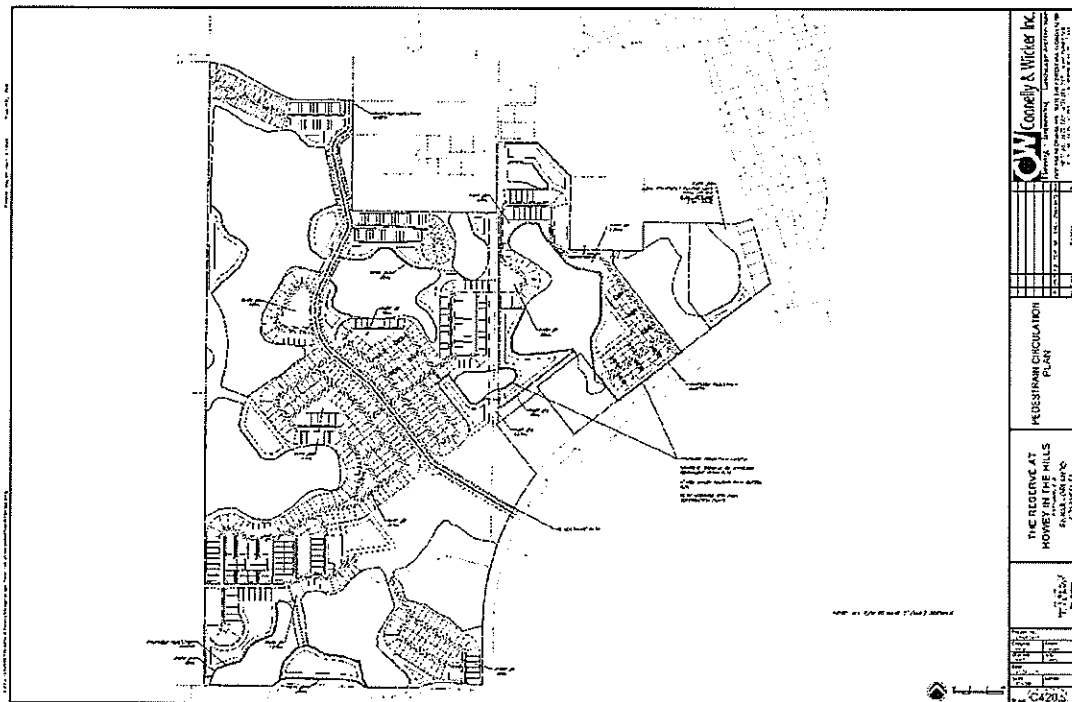


Exhibit D - 11

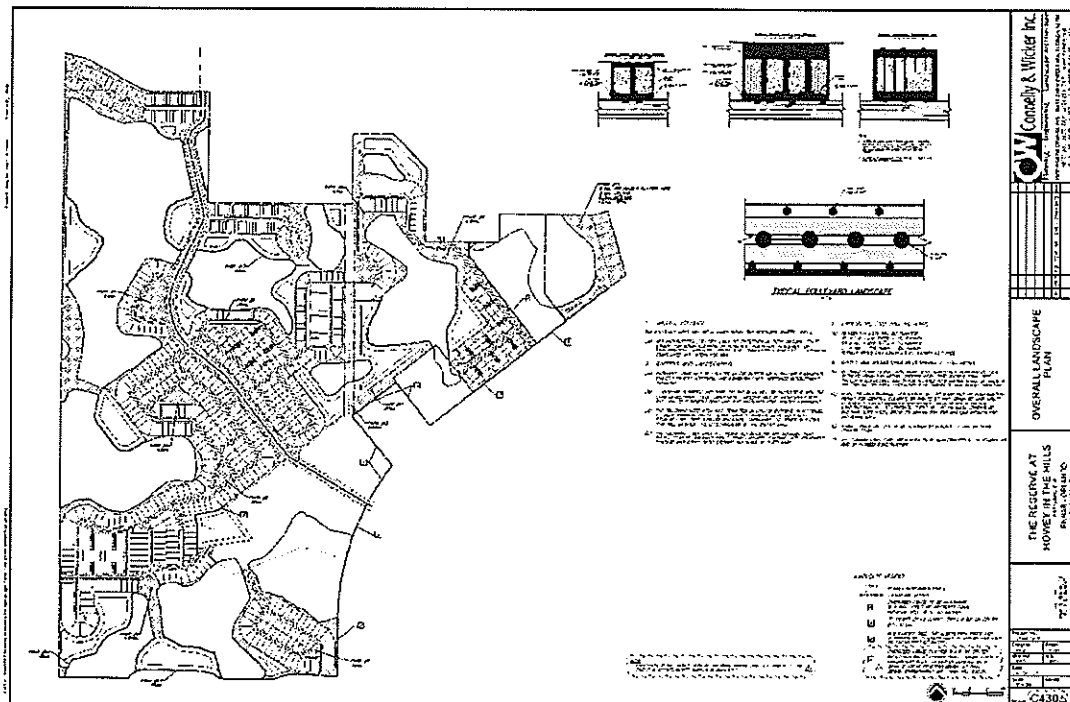


Exhibit D - 12

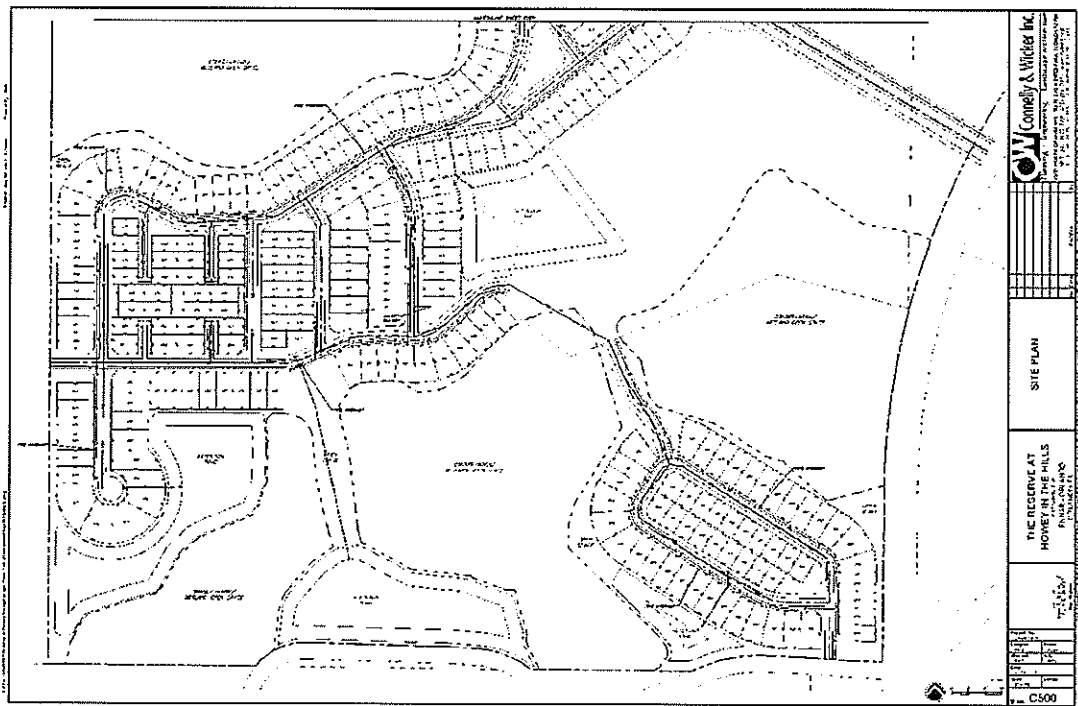


Exhibit D - 13



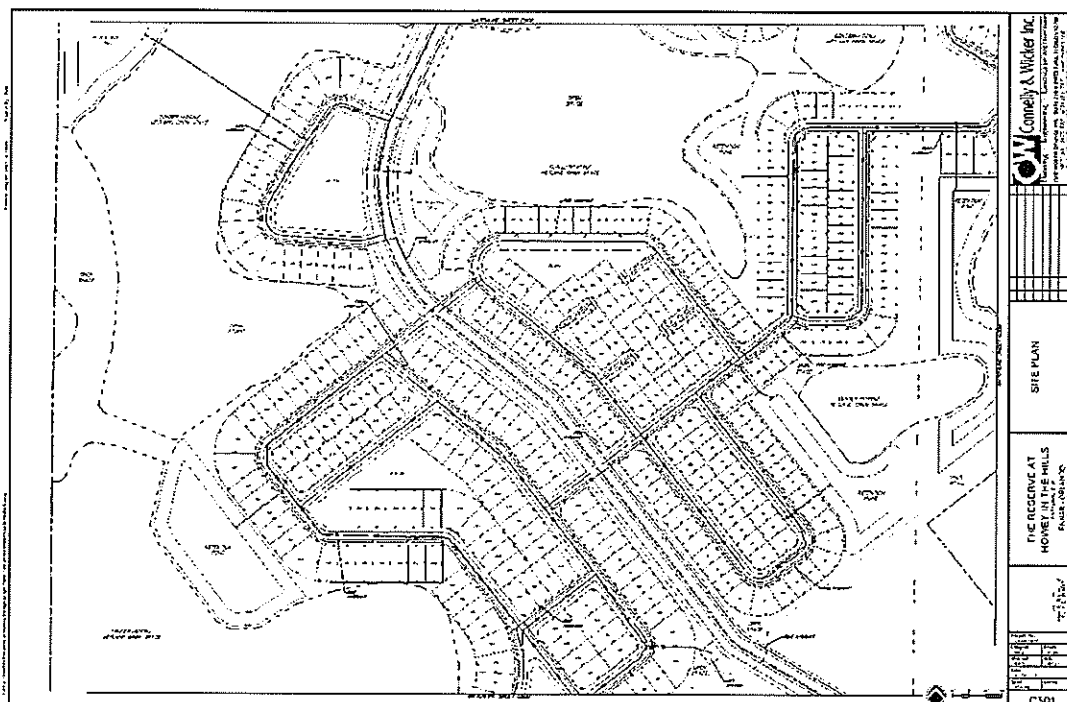


Exhibit D - 14

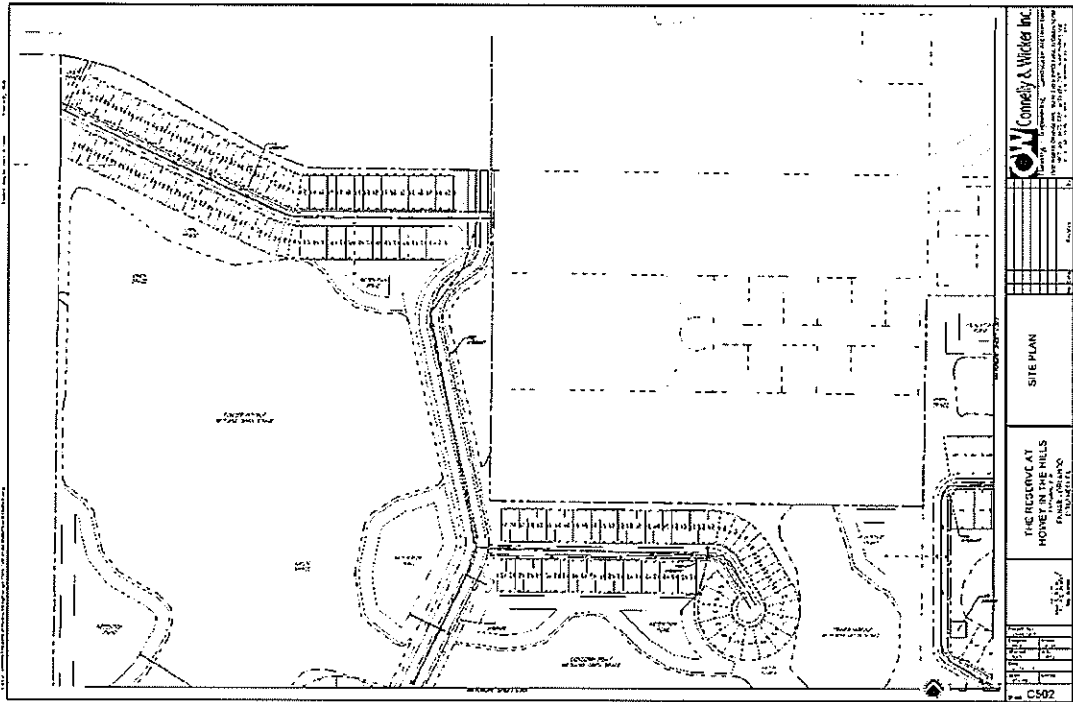


Exhibit D - 15



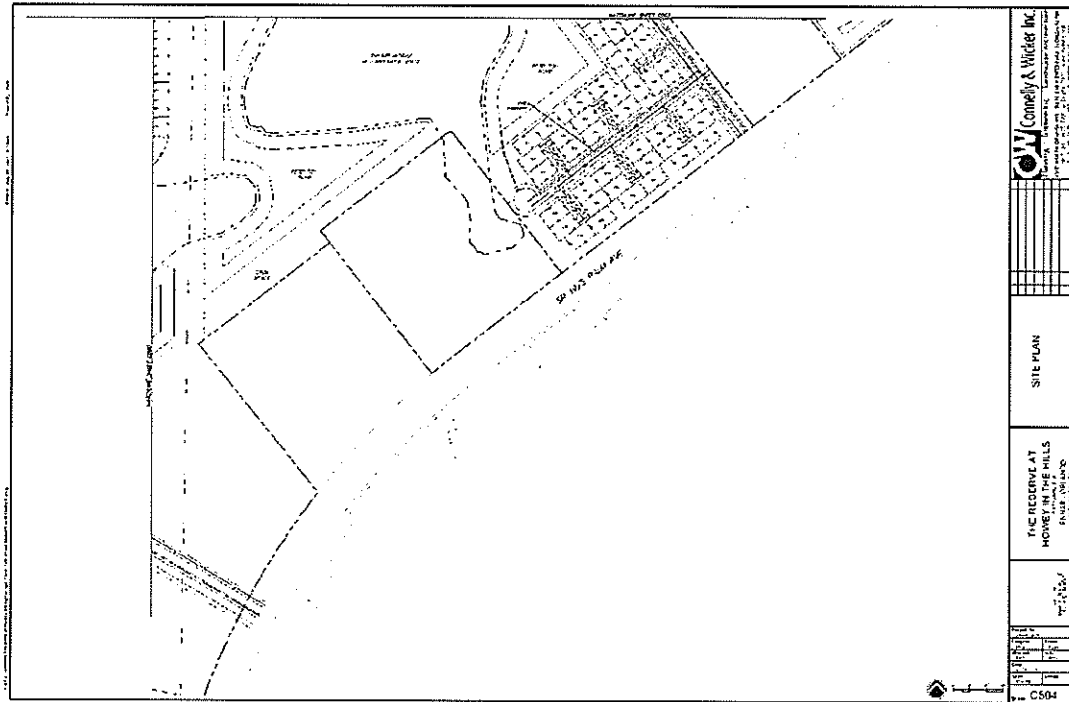
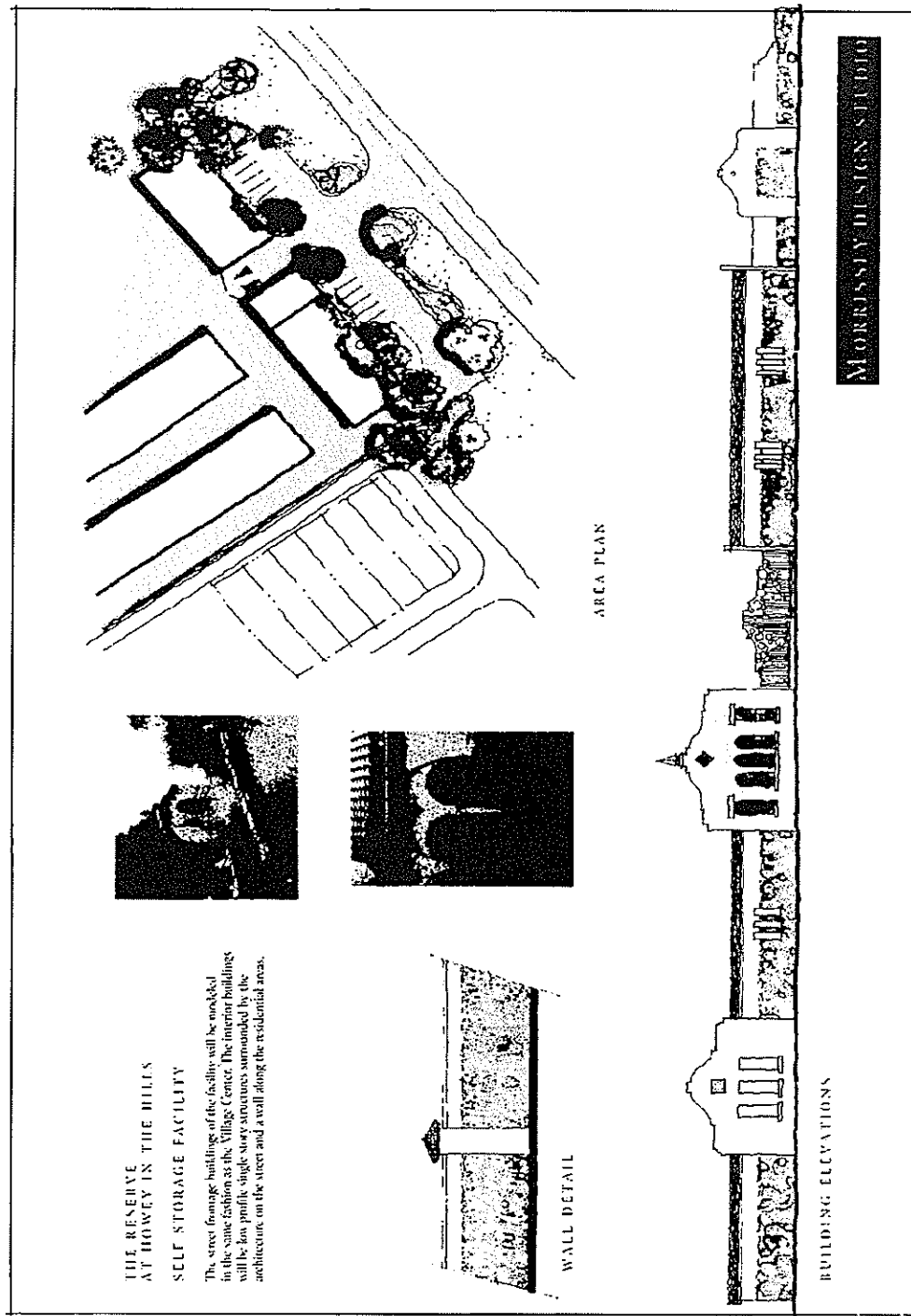


Exhibit D - 17



SELF STORAGE PARCEL – ACCESS DEPICTION IS OUTDATED AND IS CORRECTLY SHOWN ON PAGE D-1



### **JOINDER AND CONSENT**

**THE NORTHERN TRUST COMPANY**, an Illinois banking corporation, formerly known as Northern Trust, N.A., a national banking association ("**Mortgagee**"), as holder of that certain Mortgage and Security Agreement from Howey in the Hills, Ltd., a Florida limited partnership, as grantor in favor of Commercebank, N.A., a national banking association, as mortgagee, recorded November 10, 2005 in Official Records Book 3003, Page 1412, as assigned to Northern Trust, N.A., a national banking association, by that certain Assignment of Mortgage, Note and Other Loan Documents, recorded June 6, 2007 in Official Records Book 3446, Page 111 (the "**Assignment**"), as modified by that certain Mortgage Modification Agreement, recorded June 6, 2007 in Official Records Book 3446, Page 115, as amended by that certain Amended, Consolidated and Restated Mortgage and Security Agreement recorded June 6, 2007 in Official Records Book 3446, Page 124, as assigned to EC LOAN No. 2, LLC, a Florida limited liability company, by that certain Assignment of Mortgage, recorded December 29, 2010 in Official Records Book 3986, Page 1379 and as collaterally assigned to Northern Trust, N.A., a national banking association, by that certain Collateral Assignment of Note and Mortgage, recorded December 29, 2010 in Official Records Book 3986, Page 1383, along with related Assignment of Leases and Rents recorded November 10, 2005 in Official Records Book 3003, Page 1443, as previously assigned to Mortgagee by the Assignment, and related Assignment of Leases, Rents and Profits in favor of Northern Trust, N.A., a national banking association, recorded June 6, 2007 in Official Records Book 3446, Page 145, all in the Public Records of Lake County, Florida, which encumbers the land described in **Exhibit A** attached, hereby joins in and consents to the recording of the [Development Agreement] to which this Joinder and Consent is attached.

Nothing herein contained shall be deemed or construed to effectuate any subordination of the Mortgage or the rights of Mortgagee thereunder to any other matters or to affect the priority of the liens created by the Mortgage in any respect relative to any other matters placed of record subsequent to the execution and recordation of the Mortgage.

The undersigned Mortgagee makes no warranty or representation of any kind or nature concerning the [Development Agreement] or any of its terms or provisions or the legal sufficiency thereof, and disavows any such warranty or representation and does not assume and shall not be responsible for any of the obligations or liabilities of the parties as may be contained in the [Development Agreement].

IN WITNESS WHEREOF, Mortgagee has duly executed this instrument on this February 16, 2022

Signed, sealed and delivered in the presence of:

**THE NORTHERN TRUST COMPANY**,  
an Illinois banking corporation, formerly  
known as Northern Trust, N.A., a national  
banking association

Witness: Anthony Lucas

By: Gary P. Kayfus  
Gary P. Kayfus, Vice President

Print Name: Anthony Lucas

Witness: Carla Salcito

Print Name: Carla Salcito

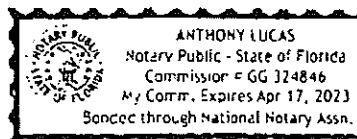
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16<sup>th</sup> day of February, 2022, by Gary P. Kayfus, as a Vice President of **THE NORTHERN TRUST COMPANY**, an Illinois banking corporation, formerly known as Northern Trust, N.A., a national banking association, on behalf of the national banking association, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]

Anthony Lucas  
NOTARY PUBLIC  
Printed Name: Anthony Lucas  
My Commission Expires: 4-17-23





**EXHIBIT "A"****TO ASSIGNMENT OF LEASES, RENTS AND PROFITS**

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; and,

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; and

A TRIANGULAR TRACT OF LAND DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN THENCE WEST APPROXIMATELY 330 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH APPROXIMATELY 330 FEET TO THE NORTHEAST CORNER OF THE TWO AND ONE-HALF ACRE TRACT LAST DESCRIBED; THENCE SOUTHEAST TO THE POINT OF BEGINNING; and

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, LESS THAT PART LYING WITHIN TAYLOR MEMORIAL CEMETARY HEREINAFTER PARTICULARLY DESCRIBED:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 19, NOW PAVED. LESS AND EXCEPT SUCH PORTION OF TAYLOR MEMORIAL CEMETARY INCLUDED THEREIN, WHICH CEMETARY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/2 MILE CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; RUN WEST 1490 FEET TO AN IRON PIPE ON THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROAD NOW PAVED; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 446.5 FEET TO A CEMENT MARKER AND THE POINT OF BEGINNING OF CEMETARY PROPERTY; RUN THENCE SOUTHWESTERLY WITH THE NORTH RIGHT-OF-WAY LINE OF SAID ROAD 509.4 FEET; THENCE NORTH 36° 27' WEST, 573.8 FEET; THENCE NORTH 51° 33' EAST, 500 FEET; THENCE SOUTH 38° 27' EAST, 500 FEET TO THE POINT OF BEGINNING; and

THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LYING NORTH AND WEST OF STATE ROAD 18, NOW PAVED, LESS AND EXCEPT SUCH PART THEREOF AS IS CONTAINED IN THE PLAT OF PALM GARDENS, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA ON FEBRUARY 26, 1951, IN PLAT BOOK 12, PAGE 11; and

THE WEST 1/2, LESS AND EXCEPT THE NORTH 3/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; and

THAT PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4, OF THE SOUTHWEST 1/4, LYING SOUTH OF COUNTY CLAY ROAD, IN SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA. SUBJECT TO THE RIGHTS-OF-WAY FOR ALL EXISTING STATE, COUNTY AND TOWN ROAD, STREETS AND HIGHWAYS; and

A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND GENERALLY DESCRIBED AS LYING SOUTH OF THE RESIDENCE OF DON WHITE AND WEST OF THE WESTERLY BOUNDARY LINE OF PALM GARDENS SUBDIVISION; and

5/5

ALL OF BLOCK D-14, ACCORDING TO THE PLAT OF PALM GARDENS, FILED FEBRUARY 26, 1951, AND RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

ALL OF THE ABOVE LAKE COUNTY PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS-OF-WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA; and

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; and

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT-OF-WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; and

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETARY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS-OF-WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA; and

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35

TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT-OF-WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE SAID RIGHT-OF-WAY LINE OF BLOCK D-14, OF THE SAID PALM GARDENS SUBDIVISION; THENCE RUN NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS-OF-WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA; and

THAT PART OF THE SOUTH 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF THE COUNTY ROAD.

LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W, 402.66 FEET; THENCE RUN S68°12'24"W, 668.73 FEET; THENCE RUN N53°42'00"W, 250.16 FEET; THENCE RUN N12°38'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°38'17"E, 13.01 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.63 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N52°06'58"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

5/5

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'15"W AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN N38°00'31"E, ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET; THENCE RUN N52°06'58"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°53'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN S37°53'02"E, 525.33 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°06'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19 THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN LAKE COUNTY, FLORIDA.

(EASEMENT PARCEL)

EASEMENT(S) FOR THE BENEFIT OF THE FEE SIMPLE PARCELS DESCRIBED HEREINABOVE, AS CREATED BY AND DESCRIBED IN THAT DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS BY AND BETWEEN EAGLES LANDING AT OCOEE, INC., A FLORIDA CORPORATION, AND HOWEY IN THE HILLS, LTD., A FLORIDA LIMITED PARTNERSHIP, DATED NOVEMBER 7, 2005, RECORDED IN BOOK 3003, PAGE 1377, OVER AND ACROSS THE LANDS DESCRIBED THEREIN, FOR THE PURPOSES THEREIN EXPRESSED.