

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of June 17, 2021, by and between Hammon Park on the Ave, LLC (the "Developer") and Hammon Park Homeowner's Association, Inc. (the "Association").

RECITALS

- A. The Declaration of Covenants, Restrictions and Easements for the Association was recorded on March 23, 2007 in Palm Beach County Official Records Book 21549, Page 209, creating the Hammon Park Community (the "Community") and the Association;
- B. The Developer is the owner of the land previously described as lots 79 through 103, inclusive and Tract B of the Plat of HAMMON PARK, as recorded in Plat Book 109, Page 126 of the Public Records of Palm Beach County, Florida, which property is being replatted as the Plat of AVIARA ON THE AVE (the "Aviara Property") a copy of the Plat of AVIARA ON THE AVE is attached hereto as Exhibit A;
- C. Pursuant to the Agreement for De-Annexation and Maintenance between the Developer and the Association recorded on January 25, 2021 in Palm Beach County Official Records Book 32123, Page 1054, (the "De-Annexation Agreement") only Lots 73 through 78 inclusive and Lots 104 through 110 inclusive as described in the said Plat of HAMMON PARK, recorded in Palm Beach County Plat Book 109, Page 129 and consisting of 13 townhouse units remain in the Community (the "Amended Hammon Park Community");
- D. The Developer requires an easement over the land contained in the Amended Hammon Park Community to perform certain construction, repair and maintenance services as provided in the De-Annexation Agreement;
- E. The Association, its members, their guests, vendors and invitees require an easement over the Aviara Property for ingress, egress, access, utility services and emergency services;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

- 1. The Association hereby grants and conveys to the Developer, its successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across the land of the Amended Hammon Park Community, for the purpose of carrying out each and every agreement and obligation of the Developer set forth in the De-Annexation Agreement for the maintenance, construction and repair of elements on the said land and for such other purposes as the Parties may, from time to time, agree. Notwithstanding the above, it is understood and agreed that the 8' utility easement running directly adjacent to Lots 104 & 105 of the Amended

Easement Agreement  
Page 2

Hammon Park Community (the "Utility Easement"), as outlined and reflected in Exhibit A, shall remain part of the Amended Hammon Park Community, and Developer shall not exercise any control over the Utility Easement or the land over which the Utility Easement runs.

2. The Developer hereby grants and conveys to the Association, its members, their guests, vendors, invitees and their successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across such elements of the Aviara Property as are dedicated by the Plat of AVIARA ON THE AVE as Utility Easements, Access Easements and Sidewalk Easements for Ingress, egress, access, utility services and emergency services.

3. The easements granted herein shall be deemed perpetual and shall run with the land.

IN WITNESS WHEREOF, the parties have set their hands on the date first above written.

Signed in the presence of  
the undersigned witnesses:

Hammon Park Homeowner's Association, Inc.

Regina Valdes  
Print Name: REGINA VALDES

BY: Marion Pepe  
MARION PEPE, PRESIDENT

Jamie Steinberg  
Print Name: JAMIE STEINBERG

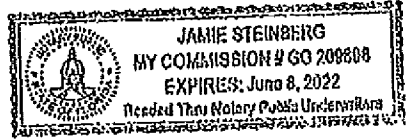
Hammon Park on the Ave, LLC

Edward Farhat  
Print Name: EDWARD FARHAT  
Kristofer Davis  
Print Name: KRISTOFER DAVIS

BY: Maher Hanna  
Maher Hanna, Manager

State of Florida;  
County of Palm Beach

The foregoing instrument was acknowledged before me, in my physical presence, by MARION PEPE, the PRESIDENT of Hammon Park Homeowner's Association, Inc., who is  personally known to me or who  produced FLCC as identification this June 15th, 2021.



Jamie Steinberg  
Notary Public, State of Florida

*Easement Agreement*  
*Page 3*

SEAL  
State of Florida;  
County of Palm Beach

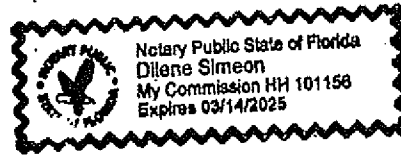
My Commission Expires:

The foregoing instrument was acknowledged before me, in my physical presence, by Maher Hanna, the Manager of Hammon Park on the Ave, LLC, who is personally known to me or who [ ] produced \_\_\_\_\_ as identification this June 17, 2021.

SEAL

*Dilene Simeon*

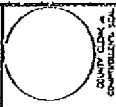
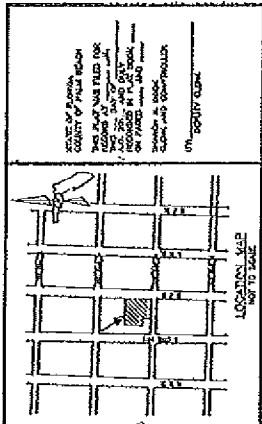
Notary Public, State of Florida  
My Commission Expires:



**AVIARA ON THE AVE**

BEING A RE-PLAT OF LOTS 70 THROUGH 703, INCLUSIVE, AND TRACT 'B', HANCOCK PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 258, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 2



CITY APPROVAL  
A MUNICIPAL CORPORATION  
COUNTY OF PALM BEACH

THE CITY OF LAKE WORTH BEACH HAS BEEN APPROVED BY ORDINANCE NO. \_\_\_\_\_ AND RESOLUTION NO. \_\_\_\_\_

**SURVEY & SUPPORT NOTES**

1. SURVEY AND SUPPORT NOTES FOR THIS PROJECT WERE PREPARED BY \_\_\_\_\_, A LICENSED SURVEYOR IN THE STATE OF FLORIDA, AND ARE SUBJECT TO THE JURISDICTION OF THE STATE BOARD OF SURVEYING AND MAPPING.
2. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT AND THE RULES AND REGULATIONS THEREOF.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

LEGEND  
 U = UNITS  
 S = SQUARE FEET  
 L = LINEAL FEET  
 P = PERCENT  
 F = FEET  
 M = METERS  
 C = CENTIMETERS  
 D = DECIMALS

RECORDED IN PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA  
 BOOK 32672 PAGE 62  
 DATE \_\_\_\_\_

**APPROVED AND CONSENT**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**APPROVED AND CONSENT**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**APPROVED AND CONSENT**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**APPROVED AND CONSENT**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**APPROVED AND CONSENT**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**APPROVED AND CONSENT**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.



**RECOGNITION AND RESERVATION**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**RECOGNITION AND RESERVATION**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

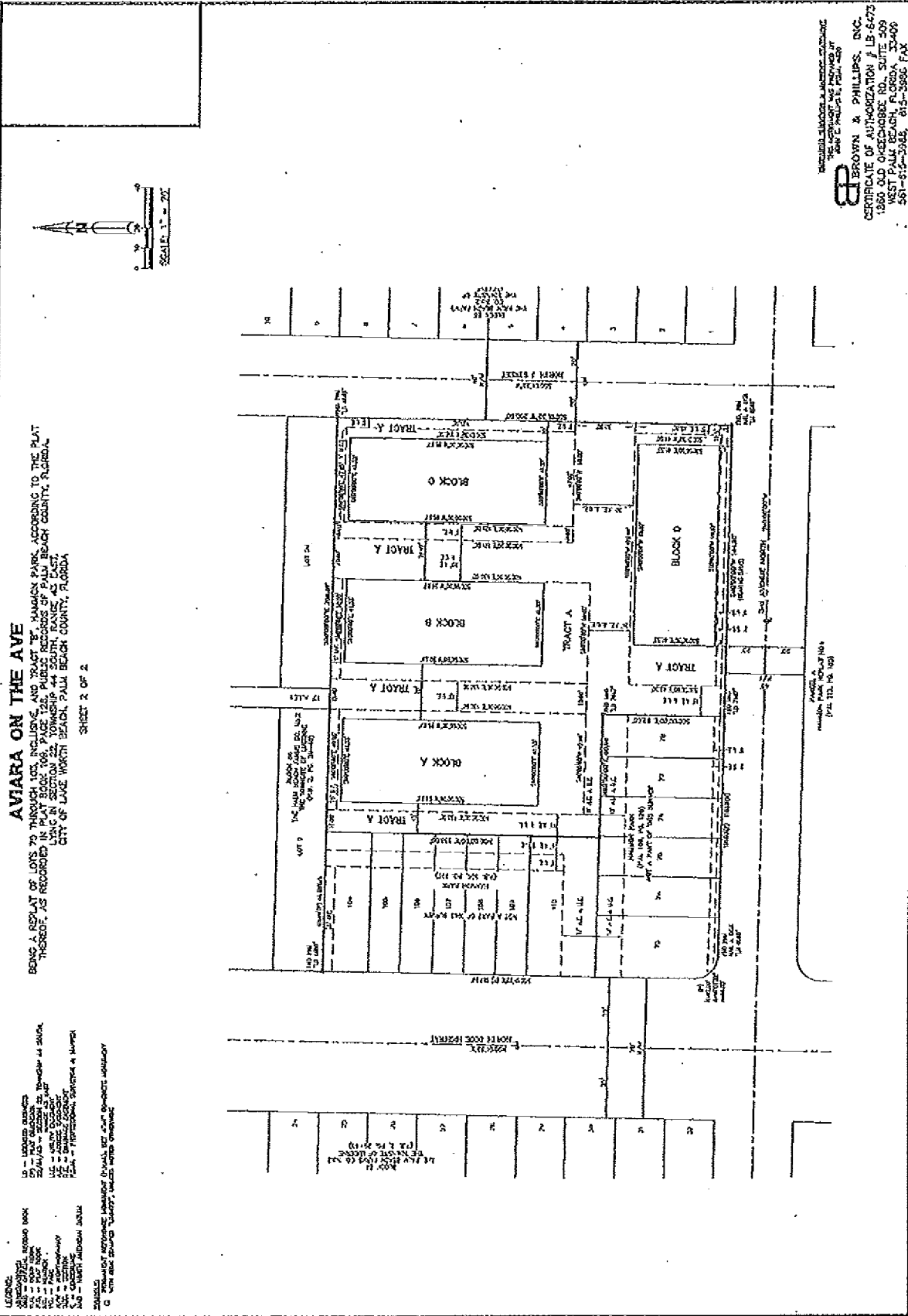
**RECOGNITION AND RESERVATION**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**RECOGNITION AND RESERVATION**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**RECOGNITION AND RESERVATION**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

**RECOGNITION AND RESERVATION**  
 COUNTY OF PALM BEACH  
 THE UNDERSIGNED COUNTY CLERK HAS REVIEWED THE PLAT AND THE SUPPORTING DOCUMENTS AND HAS FOUND THAT THE INFORMATION PROVIDED IN THESE NOTES IS TRUE AND CORRECT.

EXHIBIT 'A'



**AVIARA ON THE AVE**

BEING A REPLAT OF LOTS 70 THROUGH 103, INCLUSIVE, AND TRACT 'B', HANCOCK PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 106, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND TRACT 'A', HANCOCK PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 106, PAGE 126, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, CITY OF LAKE WORTH BEACH, PALM BEACH COUNTY, FLORIDA.

SHEET 2 OF 2

- LEGEND:**
- 1" = UNDEVELOPED EASEMENT
  - 2" = EASEMENT
  - 3" = EASEMENT
  - 4" = EASEMENT
  - 5" = EASEMENT
  - 6" = EASEMENT
  - 7" = EASEMENT
  - 8" = EASEMENT
  - 9" = EASEMENT
  - 10" = EASEMENT
  - 11" = EASEMENT
  - 12" = EASEMENT
  - 13" = EASEMENT
  - 14" = EASEMENT
  - 15" = EASEMENT
  - 16" = EASEMENT
  - 17" = EASEMENT
  - 18" = EASEMENT
  - 19" = EASEMENT
  - 20" = EASEMENT
  - 21" = EASEMENT
  - 22" = EASEMENT
  - 23" = EASEMENT
  - 24" = EASEMENT
  - 25" = EASEMENT
  - 26" = EASEMENT
  - 27" = EASEMENT
  - 28" = EASEMENT
  - 29" = EASEMENT
  - 30" = EASEMENT
  - 31" = EASEMENT
  - 32" = EASEMENT
  - 33" = EASEMENT
  - 34" = EASEMENT
  - 35" = EASEMENT
  - 36" = EASEMENT
  - 37" = EASEMENT
  - 38" = EASEMENT
  - 39" = EASEMENT
  - 40" = EASEMENT
  - 41" = EASEMENT
  - 42" = EASEMENT
  - 43" = EASEMENT
  - 44" = EASEMENT
  - 45" = EASEMENT
  - 46" = EASEMENT
  - 47" = EASEMENT
  - 48" = EASEMENT
  - 49" = EASEMENT
  - 50" = EASEMENT
  - 51" = EASEMENT
  - 52" = EASEMENT
  - 53" = EASEMENT
  - 54" = EASEMENT
  - 55" = EASEMENT
  - 56" = EASEMENT
  - 57" = EASEMENT
  - 58" = EASEMENT
  - 59" = EASEMENT
  - 60" = EASEMENT
  - 61" = EASEMENT
  - 62" = EASEMENT
  - 63" = EASEMENT
  - 64" = EASEMENT
  - 65" = EASEMENT
  - 66" = EASEMENT
  - 67" = EASEMENT
  - 68" = EASEMENT
  - 69" = EASEMENT
  - 70" = EASEMENT
  - 71" = EASEMENT
  - 72" = EASEMENT
  - 73" = EASEMENT
  - 74" = EASEMENT
  - 75" = EASEMENT
  - 76" = EASEMENT
  - 77" = EASEMENT
  - 78" = EASEMENT
  - 79" = EASEMENT
  - 80" = EASEMENT
  - 81" = EASEMENT
  - 82" = EASEMENT
  - 83" = EASEMENT
  - 84" = EASEMENT
  - 85" = EASEMENT
  - 86" = EASEMENT
  - 87" = EASEMENT
  - 88" = EASEMENT
  - 89" = EASEMENT
  - 90" = EASEMENT
  - 91" = EASEMENT
  - 92" = EASEMENT
  - 93" = EASEMENT
  - 94" = EASEMENT
  - 95" = EASEMENT
  - 96" = EASEMENT
  - 97" = EASEMENT
  - 98" = EASEMENT
  - 99" = EASEMENT
  - 100" = EASEMENT

BEROVYN & PHILLIPS, INC.  
 CORPORATE OFFICE  
 1000 WEST PALM BEACH BLVD., SUITE 509  
 WEST PALM BEACH, FLORIDA 33411  
 561-835-3945, 813-396-7409

**IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA**

**HAMMON PARK ON THE AVE, LLC**

Plaintiff,

Case No: 50-2020-CA-006804-XXXX-MB

v.

**HAMMON PARK HOMEOWNER'S  
ASSOCIATION, INC.**

Defendant.

\_\_\_\_\_ /

**AGREEMENT FOR DE-ANNEXATION AND MAINTENANCE  
AND COVENANT RUNNING WITH THE LAND**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8<sup>th</sup> day of January 2021 (the "Effective Date"), by and between Hammon Park on the Ave, LLC (for convenience, hereinafter referred to as the "Developer") and Hammon Park Homeowner's Association, Inc. (for convenience, hereinafter referred to as the "Association").

**RECITALS**

**WHEREAS**, a Declaration of Covenants, Restrictions and Easements for the Association was dated September 27, 2006 and recorded on March 23, 2007 at Official Records Book 21549, Page 0209, in the Public Records of Palm Beach County, Florida (hereinafter referred to as the "**Original Declaration**"), creating the Hammon Park Community (the "Community");

**WHEREAS**, Articles of Incorporation for the Association were dated September 27, 2006 and recorded on March 23, 2007 at Official Records Book 21549, Page 0258, in the Public Records of Palm Beach County, Florida creating the Hammon Park Homeowners' Association Inc. (the "Association") to govern the Community (hereinafter referred to as the "**Original Articles of Incorporation**");

**WHEREAS**, Bylaws for the Association were dated September 27, 2006 and recorded on March 23, 2007 at Official Records Book 21549, Page 0267, in the Public Records of Palm Beach County, Florida (hereinafter referred to as the "**Original Bylaws**");

**WHEREAS**, the Association has implemented various Rules & Regulations pertaining to the Association and its members (rules in existence on the date of this Agreement hereinafter referred to as the **“Original Rules”**);

**WHEREAS**, the Original Declaration, Original Articles of Incorporation, Original Bylaws, Original Rules, and all subsequent amendments made thereto in compliance with the Original Declaration and Florida law through the date hereof are hereinafter collectively referred to as the **“Original Governing Documents”**;

**WHEREAS**, the original developer of the Hammon Park Community was NEW URBAN/RFC LAKE WORTH LLC (hereinafter referred to as the **“Original Developer”**);

**WHEREAS**, pursuant to the Original Declaration, it was the intention of the Original Developer to develop a residential townhome community within the boundaries of certain real property owned by the Original Developer, the legal description for which is provided directly below (hereinafter referred to as the **“Hammon Park Community”**)

*All of Hammon Park, according to the Plat thereof, as recorded in Plat Book 109, Pages 126 through 127, of the Public Records of Palm Beach County, Florida;*

**WHEREAS**, the Original Developer intended to subject the real property that comprises the Hammon Park Community to use covenants, restrictions, reservations, burdens, liens, and easements, and to delegate and assign to the Association all powers to which it is entitled pursuant to the Original Governing Documents and Chapter 720 of the Florida Statutes, as well as certain control over such real property;

**WHEREAS**, pursuant to an Amendment to the Original Declaration dated December 17, 2009 and recorded at Official Records Book 23608, Page 1031, in the Public Records of Palm Beach County, the Original Developer and the Association agreed to withdraw certain real property from the terms of the covenants, restrictions and easements set forth in the Original Declaration, the legal description for which is provided directly below (hereinafter referred to as the **“Withdrawn Land”**)

*Lots 1 through 72 and Tract “A”, Hammon Park, according to the Plat Thereof, recorded in Plat Book 109, Pages 126 and 127 of the Public Records of Palm Beach County, Florida*

*Lying in the City of Lake Worth, Palm Beach County, Florida, containing 109,870 square feet, 2.5223 Acres, more or less;*

**WHEREAS**, only a portion of the land originally contemplated to be a part of the Hammon Park Community was actually built on (13 townhome units), and the remaining property comprising the Hammon Park Community was left unfinished and vacant (except in connection with the Withdrawn Land, which was built on but no longer a part of the Hammon Park Community);

**WHEREAS**, pursuant to a special warranty deed dated March 22, 2019 and recorded on March 25, 2019 at Official Records Book 30493, Page 1565, in the Public Records of Palm Beach County, the Developer acquired title to a certain undeveloped and vacant portion of the real property comprising the Hammon Park Community, the legal description for which is provided directly below and reflected in the warranty deed attached hereto as **Exhibit "A"** (hereinafter referred to as the "**De-annexed Land**");

*Lots 79 through 103, inclusive, and Tract "B", Hammon Park, according to the Plat thereof, as recorded in Plat Book 109, Page 126, Public Records of Palm Beach County, Florida;*

**WHEREAS**, the legal description for the land in the Hammon Park Community where the existing townhome buildings now exist, and which is hereinafter referred to as the "**Amended Hammon Park Community**," is as follows:

*Lots 73 through 78 inclusive and Lots 104 through 110 inclusive, HAMMON PARK, according to the Plat thereof as recorded in plat Book 109, Page 126, of the Public Records of Palm Beach County, Florida;*

**WHEREAS**, the individuals who own the townhomes that currently exist within the Amended Hammon Park Community after de-annexation of the De-annexed Land shall hereinafter collectively be referred to as the "**Homeowners**";

**WHEREAS**, the Developer wishes to de-annex the De-annexed Land and build a separate and new townhome community on the De-annexed Land, which will allow for a new name and new covenants and/or conditions to be applied to the as-yet unbuilt townhomes, and which will not be under the control of the Association or subject to any use covenants, restrictions, reservations, burdens, liens, or easements imposed by or on the Association unless otherwise expressly provided herein;

**WHEREAS**, prior to the contemplated de-annexation, the Developer owns twenty-five (25) of the thirty-eight (38) lots in the Hammon Park Community;

**WHEREAS**, the Developer is in the process of seeking approval from the City of Lake Worth to build thirty-six (36) homes on the twenty-five (25) lots owned by the Developer; and further, the Developer is in the process of re-platting the existing lots to reflect the density increase;

**WHEREAS**, pursuant to Article 15.6 of the Declaration of Covenants of the Community, the Association's covenants can be amended with the agreement of 75% of the Association members, or pursuant to other powers of the Developer expressly provided for in the Original Declaration;

**WHEREAS**, "Property" of the Hammon Park Community is defined in Article I of the Original Declaration as: "Property shall mean and refer to all of that certain real property located in Palm Beach County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof; **as may be amended from time to time pursuant to this Declaration.**" (Emphasis added);



**WHEREAS**, the Original Governing Documents may be amended to de-annex the unbuilt lots and De-annexed Land from the Hammon Park Community and allow the existing Homeowners to control the Association in accordance with either **A)** an amended and restated set of Governing Documents, or **B)** an Amendment that withdraws the De-annexed Land from the Community, and delineates that the Amended Hammon Park Community will only be thirteen (13) lots, and the remaining Developer lots/De-annexed Land will be de-annexed and withdrawn from the Hammon Park Community and the Association's control;

**WHEREAS**, the term "Party" herein refers to either the Developer or the Association individually, and the term "Parties" herein refers to both the Developer and Association collectively;

**WHEREAS**, the intent of this Agreement is to settle all disputes between the Homeowners, the Association and the Developer regarding the Parties respective rights and obligations, and specifically: **A)** obligate the Developer to make certain repairs contemplated in Paragraph 2(f) below; **B)** obligate the Association to record amended Governing Documents (or an amendment to the Original Governing Documents), which will de-annex the De-annexed Land from the Association and release all Parties from all obligations to each other except as expressly set forth herein; **C)** permit the Developer to develop and build a separate and new community on the De-annexed Land or take any actions on the De-annexed Land that are not expressly prohibited or contrary to this Agreement, so long as such actions are consistent with multi-family residential use and in compliance with Florida law; and **D)** permit the Developer to record, at its sole discretion, new governing documents or other operating agreement applicable to the new townhome community that will be built on the de-annexed De-annexed Land, and create a new entity to operate and govern the new community subject to the conditions set forth below.

### **TERMS**

**NOW, THEREFORE**, for good and valuable consideration mutually exchanged by the Parties as detailed below, including, but not limited to, the Parties' settlement of all claims with regard to the subject matter hereof and all claims whatsoever between them through the Effective Date of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby irrevocably agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above represent the position of the Parties prior to the execution of this Agreement and are made a part hereof and shall be treated as stipulated and herein fully recited.
2. **De-Annexation of the De-annexed Land/Turnover of Control/Shared Use/ Agreed Maintenance and Other Conditions.** As of January 8, 2021 (the "Effective Date"), the De-annexed Land shall no longer be a part of the Association and all obligations and rights of the Developer pursuant to the Original Governing Documents shall cease as to the Amended Hammon Park Community except as expressly set forth herein. Further, with exception of the obligations and covenants expressly reflected in this Agreement, the Developer shall have no further obligations to either the Amended Hammon Park

Community or the De-annexed Land. Similarly, (and without limitation), as of the Effective Date, the De-annexed Land (and its future improvements) shall not be subjected to the Association's Original Governing Documents or any amendments or restatements thereto, and will be subject only to the obligations set forth herein. Additionally, the Amended Hammon Park Community shall not be subjected to any new governing documents pertaining to the De-annexed Land, except for the obligations contained in this Agreement, and the Developer shall have no control over or rights relating to the Amended Hammon Park Community and the thirteen (13) existing townhomes thereon except as set forth in this Agreement.

As set forth herein, the Association shall record in the public records by new Association counsel and the new Association Board an amendment, which at a minimum, withdraws the De-annexed Land from the Hammon Park Community. The Association, may, but is not obligated to make any changes it so desires to the Association's governing documents on the vote of the majority of the Board of the Association for One Hundred and Eighty days (180) following the Effective Date. Without limitation, the Association will cease governing the De-annexed Land and will not impose any obligations on the Developer or the lots on the De-annexed Land, except as expressly agreed to below, or as consented to in the future by the owner of the De-annexed Land, or the new association in control of it, if any.

Furthermore, the Developer has no interest in or rights under the Amended Covenants/Governing Documents of the Hammon Park Community following de-annexation, as the Amended Covenants/Governing Documents will not be binding on the Developer or the newly constructed adjacent townhomes on the De-annexed Land, or any entity created or existing to manage the new townhome community that is de-annexed from the Hammon Park Community. However, there is one exception to the aforementioned, to wit: the amendment withdrawing the de-annexed property from the Hammon Park Community. Therefore, in the event the Association fails to record an amendment to the Original Declaration effectively withdrawing the new townhome community and the De-annexed Land from the existing Hammon Park Community within ninety (90) days of the Effective Date, then without limiting its other rights under this Agreement or applicable law, the Developer shall be permitted, on behalf of the Association, to record an amendment reflecting the de-annexation.

If the Developer records such amendment pursuant to this provision, the amendment will not contain any other covenants, except that it will delineate the De-annexed Land to be de-annexed, and that the Developer will have no further rights or obligations to the Amended Hammon Park Community or rights under the Original and Amended Governing Documents except as set forth herein. Similarly, the amendment will provide that the new townhome buildings (and all areas withdrawn) will no longer be governed by the Original Governing Documents or the Hammon Park Board of Directors (the "Board"). Amended and Restated Documents may be recorded after a majority of the new Board approves, because at least one (1) remaining unit owner will consent to delegating the drafting of the new Declaration or any desired amendments to the Original Declaration to the new Board (and/or its counsel, The Law Office of Ryan S. Shipp, PLLC or other counsel). Amendment under these circumstances is proper because 75%

of the Units are necessary to approve an amendment. Further, until the De-annexed Land is de-annexed (because at present, the Developer owns 74% of the community) only a single unit owner other than the Developer's consent is required and said consent is evidenced by the non-developer interest that executes this Agreement. In addition, pursuant to Section 15.6 of the Declaration, the Developer hereby consents to any amendment recorded pursuant to the Terms of Agreement.

(a) **Governing Documents Amendment.** As set forth above, the Association intends to not only record an amendment withdrawing the De-annexed Land, but is also considering amending and restating the Association's Original Governing Documents at its discretion. However, at a minimum, the Association will record an amendment to reflect the revised legal description of the property under its control in accordance with this Agreement and removing the de-annexed portion of the Hammon Park Community from the covenants of the Declaration. Without limitation, the amended Governing Documents shall make it clear that the De-annexed Land is **NOT** within the control of the Association and that the Developer has no further obligations to the Homeowners or the Association beyond what is contained herein. In addition, the Amendment will provide that the new townhome community is not subject to any covenants by the Association or its Homeowners, other than those expressly set forth herein. The Developer shall be entitled to approve the Amended Governing Documents, but only to ensure that the above is complied with. In the event of a dispute over the Amended Governing Documents, the Agreed Final Judgment in the Declaratory Action defined in Paragraph 2(b) directly below will reflect that the Court will retain jurisdiction to enforce all the obligations and clauses herein, including, but not limited to, those in this paragraph. Other than as set forth in this Agreement, the Developer will have no further rights under the Original Governing Documents or Amended Governing Documents subsequent to the Effective Date.

(b) **Turnover of Control/Dismissal of Pending Action.** The Developer filed a Declaratory Action in the Palm Beach Circuit Court, Case No: 50-2020-CA-006804-XXXX-MB, for the purpose of resolving certain rights and obligations between the Parties (the "Declaratory Action"). The Developer will pay all attorneys' fees and costs incurred by the Shir Law Group, and also \$1,500.00 of the attorneys' fees and costs incurred by the Law Office of Ryan S. Shipp, PLLC (or other law firm chosen by the Homeowners other than the Developer) associated with the de-annexation of the De-annexed Land. Except as set forth in this paragraph, and absent future breach of this Agreement, each Party shall bear their own attorneys' fees and costs associated with the de-annexation of the De-annexed Land. Further, within One Hundred Eighty (180) days after the Effective Date, the Association (at its sole discretion) may record Amended and Restated Governing Documents, and/or desired amendments to the Governing documents. However, the Amendment removing the De-annexed Land set forth from the Association and providing that this Agreement contains the sole obligations remaining between the Parties may be done separately from the Amended and Restated Governing Documents, and must be recorded within ninety (90) days after the Effective Date, absent which, the Developer may record the amendment

on behalf of the Association evidencing the de-annexation and delineating that this Agreement reflects the only surviving obligations between the Parties.

In addition, contemporaneous to the Effective Date, the Developer's appointees shall resign from the Board and will turn-over control of the Association to Jorge Sigler ("Sigler"), who will act as the Homeowners' Representative. Until the first annual election, Sigler shall appoint a Board filling the vacancies as set forth in §720.306(9)(c) of the Florida Statutes.

(c) Entryway / Gate.

The Developer is in the process of seeking formal authorization for a permit(s) from the proper authorities (*e.g. the City of Lake Worth; the City of Lake Worth Fire Marshall; Palm Beach County*) to construct an entryway to the Hammon Park Community (as it originally existed) and install a security gate around the entire Hammon Park Community as it existed prior to de-annexation, less the withdrawn portion that was withdrawn pursuant to an amendment recorded at Official Records Book 23608, Page 1031. The gate, if built, will surround the Amended Hammon Park Community and the now De-annexed Land as reflected in the applications made to the local government (the "Entryway & Gate Project"). If the Developer is approved by the appropriate governmental authority(ies) to proceed with the Entryway & Gate Project, the entryway and security gate will only be constructed if both the Developer and the Association are in agreement to do so.

If the Entryway & Gate Project is approved by the appropriate authorities and the Developer and Association agree to proceed with the Entryway & Gate Project, the Developer will construct the entryway and security gate solely at its own expense and will maintain the entryway and security gate in perpetuity. If the gate is constructed, the Developer will also pay for any security guard(s) in perpetuity to man the gate, although the gate may be electronic and unmanned. Further, nothing contained herein shall require the Developer to hire any security guards or preclude the Association from hiring security guards if it so chooses. In addition, the Association will be solely responsible for handling gate access by Association members (*including during move-ins and move-outs*) and will pay a reasonable price for fobs or whatever other device(s) is/are necessary for Association members to gain access to the Hammon Park Community through the security gate.

The Association shall not unreasonably withhold consent in the event the Developer elects to proceed with the Entryway & Gate Project. The property manager for the new townhome community (or in the absence of a property manager, the Developer's agent for the De-annexed Land or new association's agent for the De-annexed Land, if any) will coordinate with the property manager for the Amended Hammon Park Community or the president of the Association with respect to all issues relating to access through the security gate. In this regard, it is hereby agreed that the Developer and the governing body of the new

townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land, if any), will in no way refuse, restrict, delay, or interfere with the Association members' access through the security gate, except in the event of a security gate maintenance emergency.

If the Association & Developer agree to proceed with the Entryway & Gate Project, the Amended Hammon Park Association will be solely responsible for the trash removal within the boundaries of the Amended Hammon Park Community to the extent that public trash removal is unavailable due to restrictions to access associated with the security gate. If the Developer proceeds with the Entryway & Gate Project, the Developer is hereby granted an easement over the Amended Hammon Park Community for the purpose of allowing for the Developer to construct and maintain the joint entryway and security gate moving forward, with each side responsible for the cost of trash pickup within its borders. The Developer understands and acknowledges that the Association will have no control over the security gate, and therefore, if the Developer proceeds with the Entryway & Gate Project and public trash removal is ultimately unavailable due to restrictions to access associated with the security gate, the Developer and the governing body of the new townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land, if any), will in no way delay or interfere with the Association's coordination with the company or entity with which the Association contracts for trash removal services within the boundaries of the Amended Hammon Park Community. If the Developer desires a security guard to man the gate, then such guard shall be paid for by the Developer. If maintenance is required for the security gate (with exception of emergency maintenance), the Developer or the governing body of the new townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land, if any), will provide the property manager for the Amended Hammon Park Community or the president of the Association with seventy-two (72) hour written notice advising of said maintenance so that they can advise the Homeowners of same, and will take all reasonable measures to ensure that they do not block the Homeowners' access through the security gate during any such maintenance. The written notice must be received by the property manager for the Amended Hammon Park Community or the president of the Association at least seventy-two (72) hours prior to the commencement of any such maintenance.

In the event the Developer creates a new community on the De-annexed Land that requires the recording of new governing documents, the declaration of covenants and other governing documents for the new association that may be developed by the Developer on the De-annexed Land, if any, shall contain language reflecting the obligations and responsibilities of the Developer and such obligations shall

run with the Developer's land, and be binding on any subsequently created association, if any.

- (d) **Recording/Shared Use.** The Parties agree that, subject to terms and conditions set forth above, this Agreement will be recorded against all property affected hereby in the Public Records of Palm Beach County, Florida and will also be affixed to the amendment de-annexing the De-annexed Land. This Agreement shall constitute the contract between the Parties, as well as covenants running with the land affected hereby, and shall at all times be binding upon the Parties, the Homeowners subject to the Governing Documents of the Association, the Developer, and their respective successors, heirs and assigns (including but not limited to any new association created to govern the Developer's new community, and/or any management agent of said community). Except as specifically stated herein, (and subject to the division of obligations between the Homeowners and the Association), the Association and its remaining Homeowners shall be responsible for the maintenance and repair of the Amended Hammon Park Community, and the Developer or its successors shall be responsible for the maintenance and repair of the De-annexed Land and all structures thereon, and any obligations set forth below.
- (e) **Easement.** The Parties agree to certain mutual easements set forth in the Easement Agreement, the form of which is attached hereto as **Exhibit "B"**. Both Parties agree to execute the Easement Agreement contemporaneous with the execution of this Agreement. Further, the Developer will attach the executed Easement Agreement to the amended plat and record the executed Easement Agreement. The 8' utility easement running directly adjacent to Lots 104 & 105 of the Amended Hammon Park Community (the "Utility Easement"), as outlined and reflected in the document attached as Exhibit 1 to the Easement Agreement, shall remain part of the Amended Hammon Park Community, and Developer shall not interfere with the Utility Easement or take any action except one expressly permitted herein on the land over which the Utility Easement runs.

With exception to an emergency maintenance issue, to the extent that either Party or any of their respective successors and/or assigns need(s) to use the easement to access the other Party's property (e.g. the Amended Hammon Park Community or the De-annexed Land), the Party utilizing the easement will take all reasonable measures to ensure that they do not block access to any roads or homes located within the Amended Hammon Park Community and De-annexed Land. To the extent that maintenance or other services are required that could result in blocking access to any roads or homes located within the Amended Hammon Park Community or De-annexed Land, the Party that will be accessing the easement to complete such maintenance and/or services will provide the other Party with at least seventy-two (72) hour written notice advising of the reason for using the easement and of the specific roads, homes, and other portions of the other Party's property that are anticipated to be blocked in order to perform such maintenance and/or services, except in cases of emergency. Such notice to the Association shall be provided either to the property manager for the Amended Hammon Park

Community or the president of the Association. Such notice to the Developer shall be provided directly to the Developer or to the governing body of the new townhome community association (or in the absence of a governing body of the new townhome community, the Developer's agent for the De-annexed Land or new townhome community's agent for the De-annexed Land). The written notice must be received by the other Party's representative at least seventy-two (72) hours prior to the commencement of any non-emergency maintenance.

(f) **Details of Maintenance that Developer Agrees to Perform and Timeline.**

- (i) The Developer will not raise maintenance dues or impose any special assessments against the Homeowners at any time prior to Turnover in accordance with this Agreement, if this Agreement is executed by December 31, 2020. All Parties agree that this Agreement shall be submitted to the Court for entry of an Order ratifying and adopting this Agreement as the Order of the Court, directing each of the Parties to comply herewith, and dismissing the Declaratory Action, but reserving jurisdiction over the Parties hereto and the subject matter hereof, to enforce the provisions of this Agreement (the "Agreed Final Judgment"). The form of the Agreed Final Judgment is attached hereto as **Exhibit "C"**. In the unlikely event that the Judge does not execute the Agreed Final Judgment, the proposed Agreed Final Judgment will be abandoned in favor of stipulations of dismissal, incorporating this Agreement. Similarly, in the unlikely event the Judge declines to adopt the Parties' Agreement as the Final Order of the Court, each time an Agreed Order or Agreed Final Judgment is referenced herein, such words shall be deemed replaced with "Joint Stipulation for Voluntary Dismissal."
- (ii) The Developer will pressure-wash the Homeowners' units every two-to-three (2-3) months from the date that construction commences and during the period of time the Developer is developing the De-annexed Land until construction of the structures on the De-annexed Land is completed (the "construction period"), as well as one (1) final time after completion of the construction period.
- (iii) The Developer will be responsible for all landscaping of all property that exists in the Amended Hammon Park Community and Exhibit A in perpetuity, and will pay for all such landscaping and all landscaping/gardening services and/or vendors hired by the Developer to perform landscaping/gardening services within the Amended Hammon Park Community and Exhibit A, that the Developer, in its discretion, deems prudent. In this regard, the Developer shall have sole discretion as to whether it is going to remove some or all of the landscaping currently located on the property that comprises the Hammon Park Community and shall have sole discretion as to the type of landscaping that will be installed or maintained on the property that comprises the

Hammon Park Community. The Developer will also submit appropriate documentation to the City of Lake Worth to separate the water utility servicing the De-annexed Land from the water utility servicing the Amended Hammon Park Community. In this regard, the Developer will pay for the cost of all water used for irrigation within the property that exists in the De-annexed Land and the Association will pay for the cost of all water used for irrigation within the property that exists in the Amended Hammon Park Community. In the event the Developer creates a new community on the De-annexed Land that requires the recording of new governing documents, the declaration of covenants and other governing documents for the new association that may be developed by the Developer on the De-annexed Land, if any, shall contain language reflecting the obligations and responsibilities of the Developer and such new association reflected in this Agreement.

- (iv) During construction, the Developer will erect a fence around the De-annexed Land that is being developed by the Developer and under construction (the "construction site") and provide alternative access for the Homeowners to access their garage(s) during the construction period. Nothing contained herein shall be interpreted to suggest that the fence must surround the entire De-annexed Land, but only those areas under active construction.
- (v) The Developer will obtain and pay for general liability insurance in relation to the construction site during the construction period, and will agree to indemnify, hold-harmless, and defend the Homeowners if the Homeowners are brought-into any formal or informal legal action associated with an occurrence on, at, or within the construction site during the construction period, and will pay for all legal fees and costs incurred by the Homeowners related to any such formal or informal legal action. The construction period shall be deemed completed by no later than the time that certificates of occupancy are issued for the new community on the de-annexed De-annexed Land. However, nothing in this Agreement shall be interpreted to require the Developer to build on the adjacent lots or to build a new community. Nevertheless, the Developer intends to do so, but anything to the contrary in this Agreement notwithstanding, the Developer is not binding itself to construction by any specific date in the future, nor is it agreeing to build any specific type of community, although at this time, townhomes are contemplated.
- (vi) The Developer will remove two (2) Gumbo Limbo trees located in the Hammon Park Community, which Sigler will point-out to the Developer. The Developer will accomplish same by cutting the trees down, grinding the stumps and roots, and placing sod over the areas where the trees previously existed. Should either one of the trees resprout/regrow after they are removed, either in the same area or in a



different area, further efforts to remove any such regrowth shall be the responsibility of the Association and not the Developer. In the limited circumstance in which one or both of the Gumbo Limbo trees fall(s) on top of any structure(s) located within the Amended Hammon Park Community during the removal process, Developer will be liable for, and will repair, any resulting damage(s) at Developer's sole expense. Developer shall not be liable nor responsible for repairing any damage to the Amended Hammon Park Community resulting from the removal of the two (2) Gumbo Limbo trees that is not the direct result of one or both of the trees falling on top of a structure located within the Amended Hammon Park Community.

- (vii) As set forth on more detail in Section 2(c) above, if a gate is built, then the Developer shall maintain it in perpetuity. The Developer will repair all of the outdoor broken lights located on the land described in the Amended Hammon Park Community one (1) time within one hundred eighty two (182) days of the Effective Date, absent an act of force majeure, in which case the deadline will be extended to a date when the repairs become feasible. However, following such repair, the Association shall maintain all property that remains in the Amended Hammon Park Community.
- (viii) The Developer and the Developer's successors, including any successor Association to the De-annexed Land, if any, will maintain, in perpetuity, all roads that currently exist on the land described in the Amended Hammon Park Community, as well as all roads that will be built in the future on the Amended Hammon Park Community. In addition to the access easements attached to this Agreement, both Parties are hereby granted mutual easements over each other's properties for the purpose performing their responsibilities and/or exercising their rights pursuant to this Agreement. In the event the Developer creates a new community on the De-annexed Land that requires the recording of new governing documents, the declaration of covenants and other governing documents for the new association that may be developed by the Developer on the De-annexed Land, if any, shall contain language reflecting the obligations and responsibilities of the Developer and such new association reflected in this Agreement.
- (ix) The Developer will paint the exteriors of the Homeowners' units within one hundred eighty-two (182) days after completion of the construction of the Developer's new townhome community, absent an act of force majeure, in which case the deadline will be extended to a date when painting becomes feasible. However, following same, the Association shall maintain all property that remains in the Amended Hammon Park Community, and without limitation, be required to maintain, repair and replace paint going forward. If the Developer has not initiated construction within one (1) year of the Effective Date, the Developer

will paint the exteriors of the Homeowners' units by no later than April 1, 2022, absent an act of force majeure, in which case the deadline will be extended to a date when the repairs become feasible.

- (x) The Developer will make a one-time payment to the Homeowners in the amount of Five Thousand Dollars (\$5,000.00) to hold in their reserves within the latter of ninety (90) days from the date when the Court enters an Agreed Final Judgment on the Declaratory Action, and/or the Parties sign a joint dismissal with prejudice of the pending Declaratory Action. The payment is to be made payable to "The Law Office of Ryan S. Shipp, PLLC Trust Account" for the benefit of the Association.

3. **Authority.** Under Florida Rule of Civil Procedure 1.221, after Turnover / Transition of Association Control pursuant to §720.307 of the Florida Statutes, ("Turnover"), the Association has the power to enter into agreements regarding matters of common interest that bind all owners in the Hammon Park Community. It is expressly contemplated that, as a condition of the Developer's obligations to make certain repairs and maintenance, or to perform any other obligations pursuant to this Agreement, including, but not limited to the reserve contribution set forth above, immediately following Turnover, the newly constituted unit owner association will meet and ratify this Agreement within thirty (30) days following the Turnover. Further, and without limitation, the Judge in the Declaratory Action will sign off on an Agreed Final Judgment providing that the newly constituted unit owner Association Board has the settlement authority to enter into this Agreement. Further, within ten (10) days of the ratification meeting, the Developer shall be provided proof of the ratification in the form of board minutes.

Without limitation, the Parties agree that this Agreement shall constitute a covenant running with the land, as well as an Order quieting title to the De-annexed Land in favor of the Developer (subject to the easement and shared use rights set forth above), and an Order quieting title to the Amended Hammon Park Community in favor of the Association, and this Agreement shall be recorded in the Public Records of Palm Beach County Florida, and shall also become attached to the amendment referenced above de-annexing the De-annexed Land. Therefore, without limitation, it shall bind the Parties hereto, as well as all successors and assigns of the property currently owned by the Parties or controlled by the Association.

The Parties also agree that this Agreement shall be submitted to the Court for entry of a Final Order ratifying and adopting this Agreement and directing each of the Parties to comply herewith. In the unlikely event that the Judge does not execute the Final Order, the proposed Final Order will be abandoned, the Parties will file a joint stipulation for dismissal with prejudice, and this Agreement shall constitute a binding covenant that runs with the land against all parcels that are or were subject to the Original Governing Documents.

4. **Miscellaneous Provisions:**

- (a) **Severability and "Blue Pencil"**. Should any portion of any term or provision of this Agreement or the application thereof be deemed by a court to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect, unless the court determines, in its discretion, that the Parties would not have executed this Agreement if they knew at the outset that the particular provision would be so invalidated. Additionally, the court is permitted to reform this Agreement to reflect the intent of the Parties by enforcing the portion of any term or provision of this Agreement that is invalidated or unenforceable to the fullest extent permitted by law, even if doing so would change the language actually used by the Parties, so long as the court concludes that the Parties would likely have agreed to such language if they knew at the outset that the court would invalidate or refuse to enforce the language as written.
- (b) **Disputes**. Should any dispute or lawsuit arise in relation to the terms of this Agreement, or the relationship or rights of the Parties to this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs at all lower court and appellate levels.
- (c) **No Encumbrance Affirmation**: Developer hereby represents and affirms that there are no existing loans, mortgages, or other financial encumbrances impacting the Amended Hammon Park Community. To the extent Developer decides to apply for any future loans or to incur any future financial obligations, Developer will not encumber any of the land that comprises the Amended Hammon Park Community as collateral for any such future loan(s) or financial obligation(s), but will only encumber the De-annexed land described in Exhibit "A" to this Agreement as collateral for any such future loan(s) or financial obligation(s).
- (d) **Notice**. All notices and documents that are required or permitted to be transmitted pursuant to this Agreement shall be in writing and shall be served on the Parties at the addresses set forth below. The delivery of any such notice(s) and/or document(s) shall be sent by overnight delivery using a nationally recognized overnight courier service, including, but not limited to, FedEx, DHL, or the United States Postal Service. Alternatively, any such notice(s) or document(s) may be personally delivered by any individual courier, but shall not be deemed so delivered unless the party to whom it is delivered executes a document evidencing receipt of such delivery. Notices and documents shall be addressed or sent to the addresses below:

**To Association:**

Hammon Park Homeowners Association, Inc.  
Attention: Jorge Sigler  
310 N. Dixie Hwy, Unit #104  
Lake Worth, FL 33460

With a copy to: Ryan S. Shipp, Esq.  
814 Lantana Road, Suite #1

Lantana, Florida 33462  
ryan@shipplawoffice.com

**To Developer:**

Hammon Park on the Ave, LLC  
933 S Congress Ave,  
Delray Beach, FL 33445

With a copy to: Stuart Zoberg, Esq.  
2295 NW Corporate Blvd #140  
Boca Raton, Florida 33433

Each of the Parties may designate another addressee or change their address related to the sending of required or permitted notices and other communications or documents by sending written notice of the change to the other party in the manner provided above.

- (e) **Effective Date/Recording and Enforceability.** This Agreement is executed on the date set forth below and shall become effective on January 8, 2021. The Parties' rights and obligations set forth herein shall only fully vest after all of the obligations set forth in Paragraph 2 are complied with. Notwithstanding any provision to the contrary contained within this Agreement, the remedy for breach in the event of a default is a court order directing compliance, and prevailing party attorneys' fees and any monetary damages, if any.

Similarly, the covenants set forth herein are independent obligations and shall survive regardless of breach (however material) of any party hereto, with the remedy being enforcement and damages including, but not limited to, attorneys' fees. Without limitation, all Parties are obligated to comply with each independent covenant without regard to the other Party's breach. Similarly, the Parties agree that Florida's common law "first breach" or "prior breach" doctrine shall not be applied. Therefore, and without limitation, if all requirements contained in Paragraph 2 above have not been completed by April 1, 2022 either party may bring an action for an injunction and/or specific performance to enforce the terms of this Agreement, but may NOT bring an action to rescind or otherwise repudiate this Agreement. Similarly, each Party acknowledges that this Agreement contains covenants affecting real property that run with the land, and a breach or threatened breach of any such provision would cause irreparable harm to the Parties for which there is no adequate remedy at law.

In the event of any breach or threatened breach of any provision or covenant in this Agreement, each Party shall have the right to seek specific performance and/or injunctive relief which shall include the right to seek temporary injunctive relief; and should the court determine such relief is appropriate, the Party against whom the temporary injunction is entered waives any requirement that the other

Party post a bond, if any. Nothing contained herein shall be construed to limit either Party's other enforcement remedies specifically provided herein or otherwise available in accordance with applicable law, except the agreement above to dispense with the Florida common law rules of "prior breach" or "first breach."

To ensure the Agreement's continuing viability, any party may re-record this Agreement and either preserve or revitalize it in the same manner as may be provided by Chapters 712 or 720 of the Florida Statutes, as they may be amended from time to time, but only if such future amendments render it easier or less burdensome for either party to preserve or revitalize this Agreement. Otherwise, the Parties may preserve the covenants set forth herein in accordance with the procedures now set forth in Chapter 712 and 720 of the Florida Statutes as they exist on the date hereof. Nothing contained herein shall be interpreted to prevent the Parties from preserving this Agreement, in their discretion, pursuant to applicable law at the time of such preservation.

- (f) **Opportunity to cure.** Notwithstanding anything else contained above, no legal action concerning the subject matter hereof or motion to enforce this Agreement, or any legal action whatsoever between the Parties hereto, may be commenced or filed unless the non-defaulting Party complies with the following condition precedent; to wit: if either Party defaults in the performance of any of its obligations under this Agreement, the other Party must send written notice demanding that such default be cured within thirty (30) days after the receipt of written notice by the non-defaulting Party, unless the default cannot be reasonably cured within such thirty (30) day period, in which case the defaulting Party shall only be required to commence to cure within such thirty (30) day period and thereafter diligently attempt to cure. Notwithstanding the foregoing, only one (1) default notice with an opportunity to cure is necessary for any breach or subsequent similar breach, in any one (1) year period regardless of whether the original breach is cured or not. Without limitation, if a breach or similar breach was already the subject of a previous default notice during the prior twelve months and an opportunity to cure was provided as set forth above, and such breach or similar breach occurs or re-occurs, the non-defaulting Party may immediately file a motion to enforce the settlement, or take any other legal or other action contemplated herein, without further written notice or warning to the defaulting Party.
- (g) **Governing Law, Jurisdiction and Venue.** This Agreement and all transactions relating to this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws. The Parties hereby acknowledge that a substantial portion of the negotiations, anticipated performance, and execution of this Agreement occurred in Palm Beach County, Florida. Any permitted civil action or legal proceeding with respect to this Agreement or between the Parties hereto which in any way relates to this Agreement (or which is between the Parties hereto) shall be brought exclusively in the state court (15<sup>th</sup> Judicial Circuit) in Palm Beach

County, to the exclusion of all other venues. Each Party consents to the jurisdiction of the Palm Beach County Circuit or County Court, as appropriate, and waives venue in all other courts (including, but not limited to, waiving venue in the Southern District of Florida Federal Courts).

- (h) **Modification and Changes.** This Agreement cannot be changed or modified except by subsequent agreement in writing that is signed by all the Parties.
- (i) **Headings and Section References.** The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement. Moreover, the court shall not use the section or paragraph headings to in any way construe the terms of this Agreement.
- (j) **Waiver of Jury Trial.** **THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED, DIRECTLY OR INDIRECTLY, TO THIS AGREEMENT. THIS WAIVER IS INTENDED TO BE THE BROADEST PERMITTED BY LAW AND WAIVES A JURY TRIAL IN ALL ACTIONS WHATSOEVER BETWEEN THE PARTIES HERETO WHERE THIS AGREEMENT IS RELEVANT EVIDENCE BEFORE THE COURT.**
- (k) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original for all purposes.
- (l) **No Waiver.** The language of this Agreement shall strictly govern the rights of the Parties hereto in the future without regard to any course of dealings of the Parties or the failure of either Party to insist on strict compliance with any provision hereof. Similarly, the failure to insist on strict compliance with any provision hereof will not constitute a waiver or relinquishment of the rights of the Parties herein, and it is explicitly stated herein that this “no waiver provision” may not be waived through course of dealing, but only by written agreement of the Parties in the future.
- (m) **Interpretation and Rules of Construction.** The Parties acknowledge and agree that each Party has reviewed this Agreement, which is a joint work product of the Parties, and that any ambiguity contained in this Agreement shall not be construed more strictly against either Party. Further, the contents of this Agreement shall be ratified and adopted by the Court, and any ambiguity shall not be more strictly interpreted against either Party.
- (n) **Termination of Prior Agreements and Covenants.** This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof, and shall serve as a mutual agreement, in writing, by them to terminate any pre-existing agreement(s) or covenant(s) entered into by them, or which they were bound to prior to the date hereof, with respect to the same or similar subject

matter. Without limitation, this Agreement supersedes all prior negotiations and agreements between the Parties, whether oral or written, as to any matter that relates in any way to the subject matter hereof, and all prior agreements and negotiations between the Parties hereto shall be terminated effective immediately upon the recording of this Agreement. Similarly, except for documents and instruments attached hereto or referenced herein, this Agreement constitutes the entire agreement between the Parties and all prior communications verbal or written between the Parties shall be of no further effect or evidentiary value. Similarly, future oral modifications shall not be permitted, and similarly, the future course of dealings between the Parties shall not be used to interpret or vary the terms of this Agreement. Without limitation, this Agreement may be amended or modified only by a written agreement signed by all parties.

(o) In addition to the signatures of the Parties to this agreement, the individual signing below on behalf of the Homeowners (Jorge Sigler) is the anticipated President of the newly constituted Homeowner controlled Amended Hammon Park Association upon the Effective Date. Therefore, he is not signing in his individual capacity, but as the anticipated successor president to the Homeowner controlled Association. Regardless, all negotiations were arm's length, even though at the time this Agreement was drafted, the Association officers were agents of the current Developer Entity because Jorge Siegler (future Association president) and The Law Office of Ryan S. Shipp, PLLC (counsel for the Homeowner controlled Association on Turnover) negotiated this Agreement at arm's length with the Developer. Similarly, while Developer's consent was necessary to finalize this Agreement, the Agreement was negotiated and finalized by Shir Law Group on behalf of the Developer and The Law Office of Ryan S. Shipp, PLLC on behalf of the newly constituted Homeowner controlled Amended Hammon Park Association. Without limitation, The Law Office of Ryan S. Shipp, PLLC was hired by a group of Homeowners who anticipated operating and taking control of the Association, and The Law Office of Ryan S. Shipp, PLLC sent the original demand to the Developer on various points of dispute. Therefore, The Law Office of Ryan S. Shipp, PLLC was looking out solely for the interest of the Homeowners other than the Developer, and the anticipated newly constituted Homeowner controlled Amended Hammon Park Association. Further, The Law Office of Ryan S. Shipp, PLLC has no relationship whatsoever to the current Developer, and this Agreement resolves all of the Parties' disputes through Arm's length negotiation and is anticipated to be signed-off on by the signatures of those signing below, and also by a Judge.

(p) **Mutual Releases.** Hammon Park Homeowners Association and the Developer hereby mutually and forever remise, release, acquit, satisfy, and forever discharge each other and all of their subsidiaries, affiliates, officers, directors, members, managers, owners, heirs, predecessors, successors, assigns, and employees, agents, attorneys, legal representatives, and insurers, from any and all manner of actions, cause and causes of action, lawsuits, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions,

claims and/or demands whatsoever, in law or in equity, which either party ever had, now has, or which any successor or assign of either party, hereinafter can, shall or may have, against either party, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these present except for the obligations set forth in this Agreement.

**[SIGNATURES ON THE FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties have executed these presents the date and year first above written.

**HAMMON PARK HOMEOWNERS ASSOCIATION, INC.**

Signed, sealed and delivered in the presence of: Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

**HAMMON PARK ON THE AVE, LLC**

Signed, sealed and delivered in the presence of: Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Title: \_\_\_\_\_

Witness: \_\_\_\_\_  
Date: \_\_\_\_\_

**JORGE SIGLER (on behalf of the Amended Hammon Park Association)**

Signed, sealed and delivered in the presence of: Signature: \_\_\_\_\_

Witness: Myra Shiff  
Print Name: Jorge Sigler

Witness: Asad Farhany  
Title: Resident

Date: 01/08/2021

[NOTARY BLOCKS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed these presents the date and year first above written.

HAMMON PARK HOMEOWNERS ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

Signature: [Signature]

Print Name: MATTER HANNA

Witness: [Signature]  
Gerald Schilian

Title: PRESIDENT

Witness: [Signature]  
Deborah Watarz

Date: 1/13/21

HAMMON PARK ON THE AVE, LLC

Signed, sealed and delivered in the presence of:

Signature: [Signature]

Print Name: MATTER HANNA

Witness: [Signature]  
Gerald Schilian

Title: MANAGER

Witness: [Signature]  
Deborah Watarz

Date: 1/13/21

JORGE SIGLER (on behalf of the Amended Hammon Park Association)

Signed, sealed and delivered in the presence of:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Witness: \_\_\_\_\_

Title: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

[NOTARY BLOCKS ON THE FOLLOWING PAGE]

STATE OF FLORIDA :  
: SS  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of 7physical presence or 7online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of Hammon Park Homeowners Association, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME  
My Commission Expires:

STATE OF FLORIDA :  
: SS  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me by means of 7physical presence or 7online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ of Hammon Park on the Ave, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME  
My Commission Expires:

STATE OF FLORIDA :  
: SS  
COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me by means of 7physical presence or 7online notarization this 8th day of January 2021, by Jorge Sigler, as the Homeowners' Representative and as the anticipated future president of the Amended Hammon Park Association, who is personally known to me or who has produced LIHC as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

\_\_\_\_\_  
NOTARY PUBLIC PRINTED NAME  
My Commission Expires:



RYAN SHIPP  
Commission # GG 258538  
Expires October 24, 2022  
Bonded Through Budget Notary Services

STATE OF FLORIDA :  
COUNTY OF Palm Beach : SS

The foregoing instrument was acknowledged before me by means of • physical presence or  
• online notarization this 13 day of January 2021, by Maheer Hanna,  
as the President of Hammon Park Homeowners Association, Inc., who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

Deborah Watarz  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

NOTARY PUBLIC PRINTED NAME

My Commission Expires:



DEBORAH A. WATARZ  
Commission # GG 165275  
Expires February 20, 2022  
Bonded Thru Budget Notary Services

STATE OF FLORIDA :  
COUNTY OF Palm Beach : SS

The foregoing instrument was acknowledged before me by means of • physical presence or  
• online notarization this 13 day of January 2021, by Maheer Hanna,  
as the Manager of Hammon Park on the Ave, LLC, who is personally known to me or who has  
produced \_\_\_\_\_ as identification.

Deborah Watarz  
NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

NOTARY PUBLIC PRINTED NAME

My Commission Expires:



DEBORAH A. WATARZ  
Commission # GG 165275  
Expires February 20, 2022  
Bonded Thru Budget Notary Services

STATE OF FLORIDA :  
COUNTY OF \_\_\_\_\_ : SS

The foregoing instrument was acknowledged before me by means of • physical presence or  
• online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Jorge Sigler, as the Homeowners'  
Representative and as the anticipated future president of the Amended Hammon Park Association, who is  
personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Seal:

NOTARY PUBLIC PRINTED NAME

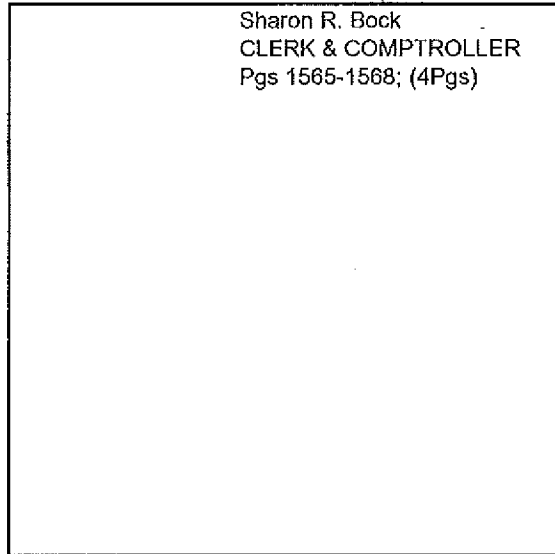
My Commission Expires:

Prepared by and after recording return  
by mail to:

Denis A. Cohrs, Esquire  
The Cohrs Law Group, P.A.  
3841 Executive Drive, Suite 120  
Clearwater, FL 33762

Total Consideration Paid:  
\$1,200,000.00

Documentary Stamp Taxes:  
\$8,400.00



SPACE ABOVE FOR RECORDING DATA

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is made this 22<sup>nd</sup> day of March, 2019, by **Hammon Park Partners, LLC**, a Florida limited liability company (hereinafter called the "Grantor"), whose mailing address is 8192 Valhalla Dr Delray, Beach, FL 33446, to **Hammon Park on the Ave, LLC**, a Florida limited liability company, whose mailing address is 1181 S. Rogers Circle, Unit 28, Boca Raton, FL 33487 (hereinafter called the "Grantee").

**WITNESSETH**, that the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, convey and confirm unto the Grantee and its successors, all of the Grantor's right, title and interest in and to that certain land situate in Palm Beach County, Florida, described as follows:

**Legal Description set forth in Exhibit A attached hereto and made a part hereof.**

**TOGETHER** with all structures and improvements located thereon, all rights for the development or exploitation thereof, all mineral and air rights below and above the surface related thereto, and all of the rights, privileges, easements, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (hereinafter together with the land collectively the "Property").

EXHIBIT 'A'

**SPECIAL WARRANTY DEED**

SPACE ABOVE FOR RECORDING DATA

This is Not a Valid Copy

**SUBJECT TO** the following:

1. Property taxes for the year 2019 and all subsequent years.
2. Covenants, conditions, restrictions, and public utility easements of record, together with all zoning and governmental regulations and approvals currently in effect as of the date hereof.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee; that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under the Grantor.

*[This Space Intentionally Left Blank]*

*[Signature Page Follows]*

SPECIAL WARRANTY DEED



SPACE ABOVE FOR RECORDING DATA

This is Not a Valid Copy

[Signature Page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Hammon Park Partners, LLC, a Florida limited liability company

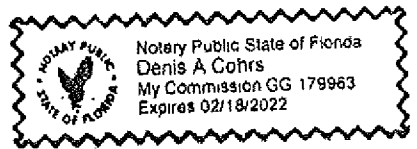
By: [Signature]  
Troy C. White, Managing Member

[Signature]  
(Signature of Witness #1)  
STEPHEN LEVY  
(Print Name of Witness #1)  
[Signature]  
(Signature of Witness #2)  
Kathryn Levy  
(Print Name of Witness #2)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 22 day of March, 2019, by Troy C. White, as the managing member of Hammon Park Partners, LLC, a Florida limited liability company, who  is personally known to me or  has produced \_\_\_\_\_ as identification and did take an oath.

[NOTARIAL SEAL]



[Signature]  
(Notary Signature)  
\_\_\_\_\_  
(Print Notary Name)  
Notary Public for State of Florida  
My Commission Expires: \_\_\_\_\_

EXHIBIT A  
TO  
SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

Lots 79 through 103, inclusive, and Tract "B", Hammon Park, according to the Plat thereof, as recorded in Plat Book 109, Page 126, Public Records of Palm Beach County, Florida.

This is not a certified copy



## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** is made and entered into as of January 8, 2021, by and between Hammon Park on the Ave, LLC (the "Developer") and Hammon Park Homeowner's Association, Inc. (the "Association").

### RECITALS

- A. The Declaration of Covenants, Restrictions and Easements for the Association was recorded on March 23, 2007 in Palm Beach County Official Records Book 21549, Page 209, creating the Hammon Park Community (the "Community") and the Association;
- B. The Developer is the owner of the land previously described as lots 79 through 103, inclusive and Tract B of the Plat of HAMMON PARK, as recorded in Plat Book 109, Page 126 which property has been replatted as the Plat of AVIARA ON THE AVE, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, both of the Public Records of Palm Beach County, Florida (the "Aviara Property") a copy of the Plat of AVIARA ON THE AVE is attached hereto as Exhibit A;
- C. Pursuant to the Agreement for De-Annexation and Maintenance between the Developer and the Association recorded on January \_\_\_\_, 2021 in Palm Beach County Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, (the "De-Annexation Agreement") only Lots 73 through 78 inclusive and Lots 104 through 110 inclusive as described in the said Plat of HAMMON PARK, recorded in Palm Beach County Plat Book 109, Page 129 and consisting of 13 townhouse units remain in the Community (the "Amended Hammon Park Community");
- D. The Developer requires an easement over the land contained in the Amended Hammon Park Community to perform certain construction, repair and maintenance services as provided in the De-Annexation Agreement;
- E. The Association, its members, their guests, vendors and invitees require an easement over the Aviara Property for ingress, egress, access, utility services and emergency services;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

- 1. The Association hereby grants and conveys to the Developer, its successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across the land of the Amended Hammon Park Community, for the purpose of carrying out each and every agreement and obligation of the Developer set forth in the De-Annexation Agreement for the maintenance, construction and repair of elements on the said land and for such other purposes as the Parties may, from time to time, agree. Notwithstanding the above, it is understood and agreed that the 8' utility easement running directly adjacent to Lots 104 & 105 of the Amended

*EXHIBIT 'B'*

Hammon Park Community (the "Utility Easement"), as outlined and reflected in Exhibit A, shall remain part of the Amended Hammon Park Community, and Developer shall not exercise any control over the Utility Easement or the land over which the Utility Easement runs.

2. The Developer hereby grants and conveys to the Association, its members, their guests, vendors, invitees and their successors and assigns, a perpetual, non-exclusive easement and right of way, over, upon, under, through and across such elements of the Aviara Property as are dedicated by the Plat of AVIARA ON THE AVE as Utility Easements, Access Easements and Sidewalk Easements for ingress, egress, access, utility services and emergency services.

3. The easements granted herein shall be deemed perpetual and shall run with the land.

IN WITNESS WHEREOF, the parties have set their hands on the date first above written.

Hammon Park on the Ave, LLC

Hammon Park Homeowner's Association, Inc.

BY: \_\_\_\_\_  
Maher Hanna, Manager

BY: \_\_\_\_\_

State of Florida;  
County of Palm Beach

The foregoing instrument was acknowledged before me, in my physical presence, by Maher Hanna, the Manager of Hammon Park on the Ave, LLC, who is [ ] personally known to me or who [ ] produced \_\_\_\_\_ as identification this January \_\_, 2021.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

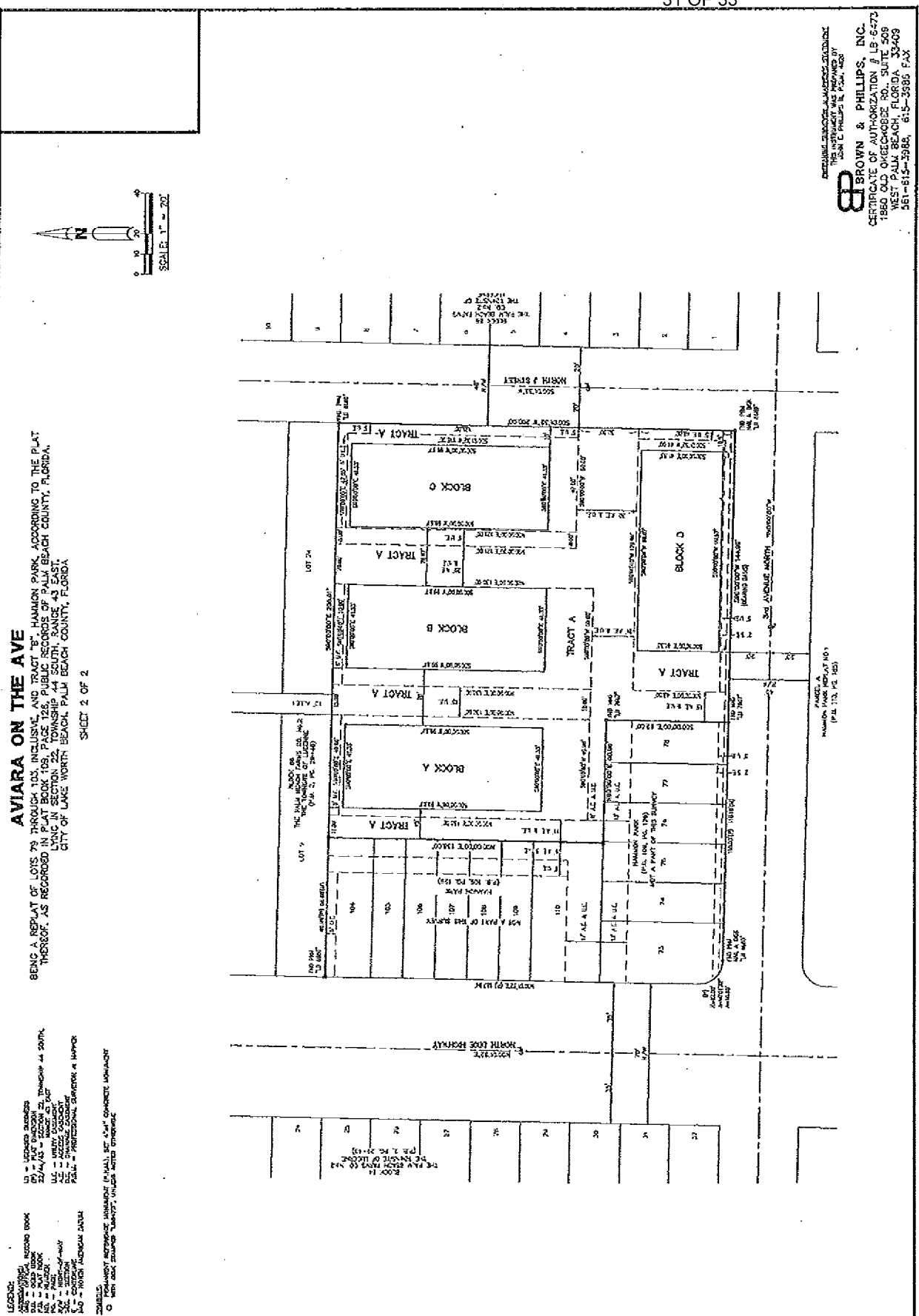
State of Florida;  
County of Palm Beach

The foregoing instrument was acknowledged before me, in my physical presence, by \_\_\_\_\_, the \_\_\_\_\_ of Hammon Park Homeowner's Association, Inc., who is [ ] personally known to me or who [ ] produced \_\_\_\_\_ as identification this January \_\_, 2021.

SEAL

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:





**BROWN & PHILLIPS, INC.**  
 CERTIFICATE OF AUTHORIZATION # LB-6472  
 1860 OLD OKEECHOOBE RO., SUITE 509  
 WEST PALM BEACH, FLORIDA 33409  
 561-815-5980, 615-3586 FAX

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
PALM BEACH COUNTY, FLORIDA

HAMMON PARK ON THE AVE, LLC  
Plaintiff,

Case No:

v.

HAMMON PARK HOMEOWNER'S  
ASSOCIATION, INC.  
Defendant.

CONSENT FINAL JUDGMENT/AGREED FINAL ORDER AND ORDER DIRECTING  
CLERK TO CLOSE CASE

THIS CAUSE having come before the Court by agreement and on stipulation of the Defendant, HAMMON PARK ON THE AVE, LLC (the "Plaintiff"), and HAMMON PARK HOMEOWNER'S ASSOCIATION, (the "Defendant") and the Court having reviewed the file, and being otherwise apprised, it is hereby ORDERED AND ADJUDGED AS FOLLOWS:

1. The Association is the proper party, as it is the owner's representatives, and will be controlled by the owners pursuant to the settlement agreement referenced below.
2. The agreement between Plaintiff and Defendant (collectively referred to as "Parties") on behalf of all owners in the Community for full and final settlement of the instant action has been provided to the Court, and the Court has reviewed same, deemed it to be fair and reasonable, and the Court adopts the settlement agreement between the Parties dated January 8, 2021 as the Order of the Court, and all Parties are directed to comply with the settlement agreement.
3. Without limitation, the Plaintiff shall be entitled to de-annex on the conditions set forth in the Agreement.
4. This case shall be administratively closed by the clerk and is dismissed due to the stipulation of the Parties.

EXHIBIT 'C'

5. However this Court reserves jurisdiction to enforce the terms of the settlement agreement, which all parties are directed to comply with, including but not limited to the Unit owners governed by the Defendant.

6. DONE AND ORDERED in Palm Beach County, Florida, this \_\_\_ day of \_\_\_\_\_ 2020.

---

Circuit Court Judge

Conformed Copies to:  
All Counsel of Record