

## AGREEMENT AND EASEMENT OF SLIP USE RIGHTS

THIS AGREEMENT AND EASEMENT OF SLIP USE RIGHTS (this "Slip Agreement") is made this 27<sup>th</sup> day of August, 2021, by and between EMILY A. NANNEY, PERSONAL REPRESENTATIVE OF THE ESTATE OF DONALD K. NANNEY, DECEASED, whose address is 4626 White Oak Court, Clarkston, MI 48348 ("Grantor") and MARIO CASSELL JACKSON and ERIN LYNN JACKSON, husband and wife, whose address is 1300 Canopy Walk Land, Unit 1332, Palm Coast, Florida 32137 ("Grantee"). Capitalized terms used herein shall have the meaning set forth in the Marina Declaration (herein defined), as the same may be amended from time to time, or shall have the meaning otherwise specified herein. Referenced to the term "Slip" shall mean Slip #36 as more particularly depicted on Exhibit "A", attached hereto and by this reference made a part hereof.

**WHEREAS**, The Developer of that certain condominium project ("Condominium") located in Flagler County, Florida known as Canopy Walk, as governed by the Declaration of Condominium of Canopy Walk, a Condominium, filed and recorded on December 11, 2003, in Book 1019, Page 189, in the Public Records of Flagler County, Florida, as amended and supplemented (the "Condominium Declaration"). All owners of units at the condominium are members of the Canopy Walk Condominium Association, Inc. (the "Condominium Association");

**WHEREAS**, The Developer has obtained the necessary governmental approvals and permits in order to construct and operate the Marina Facilities on the Marina Property which is on land within a Federal right-of-way in favor of the United States Army Corps of Engineers, which are as follows (1) City of Palm Coast Development Order No. SP-MAJ-04-01, dated March 2, 2004, (2) the State Programmatic General Permit issued by the Florida Department of Environmental Protection, Permit No. 18-209587-001-E1, as modified by Modification No. 18-209587-002-EM, dated April 20, 2004; (3) Department of the Army Permit No. SAJ-2002-3535 issued by the U.S. Army Engineer District, Jacksonville, dated January 14, 2004; (4) that certain letter agreement between Grantor and the Flagler Audubon Society and the Flagler Greenway Task Force, dated November 25, 2003; and (5) such other permits related to ownership and operation of the Marina Facilities, as each may be amended and modified from time to time (collectively, the "Permits");

**WHEREAS**, Developer has constructed the Marina Facilities on the Marina Property and has conveyed a portion of Marina Facilities to the Condominium Association and the balance of the Marina Facilities to Canopy Walk Marina Association, Inc. ("Marina Association") subject to the Declaration of Covenants, Conditions and Easements for Canopy Walk Marina, filed and recorded on 10/22/04, in Book 1158, Page 983 in the Public Records of Flagler County, Florida, as amended and supplemented (the "Marina Declaration");

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grantor, subject to the Marina Declaration, the Permits, and such other

matters contained herein, hereby grants to Grantee certain easement and use rights in a specified Slip and Grantee accepts such easement and use rights, all subject to the following:

1. **USE RIGHTS.** Subject to the terms and conditions of the Permits and the Marina Declaration, Grantor hereby grants Grantee the right, privilege and easements over, under and across the Slip for the purpose of docking watercraft. A description of the Slip is set forth in Article 1 of the Declaration, which is by reference made a part hereof. Grantee's use and enjoyment of the Slip shall include the right to access the Exclusive Common Area assigned to the Slip pursuant to Section 2.3 of the Marina Declaration. Certain Exclusive Common Area, such as the Finger Dock, shall be shared with the Grantee, if any, utilizing the Finger Dock to access his or her adjacent slip. The use and enjoyment of the Slip shall be solely by the Grantee and Grantee's guests, tenants and invitees as permitted by the Marina Declaration.
2. **ACCESS EASEMENT.** Pursuant to Section 2.1 (a) of the Marina Declaration, Grantor's conveyance of the Main Dock to the Condominium Association shall reserve to Grantee the non-exclusive right to access the Slip as necessary for the use and enjoyment of the Slip, over and across the Main Dock.
3. **MAINTENANCE.** Grantee shall fulfill its obligations pursuant to Article 5 of the Marina Declaration.
4. **LIEN FOR ASSESSMENTS.** Grantee acknowledges that the Marina Association shall have lien rights upon the Slip (subordinate to prior bona fide liens of record) securing assessments, charges or surcharges levied against the Slip pursuant to the terms and provisions of Article 8 of the Marina Declaration.
5. **USE RESTRICTIONS.** The Marina Declaration contains, and Grantor and/or the Marina Association may impose, additional conditions, restrictions, and rules and regulation regarding use of Slip and Exclusive Common Area, including, but no limited to limitations on types of watercraft, personal property or utilities used, installed or maintained therein.
6. **TRANSFER LIMITATIONS.** Pursuant to Section 2.4 of the Marina Declaration, a Slip Grantee may not sell, transfer or assign its rights in the Slip Agreement except to (i) the subsequent purchaser of the Grantee's Unit that acquires the Slip at Unit transfer ("Subsequent Purchaser"), or (ii) a Unit Owner that is a member in good standing of the Condominium Association pursuant to the criteria established by Section 2.4 of the Marina Declaration ("Qualified Unit Owner"). Any sale, transfer, or assignment of the rights to a Slip shall be subject to the terms, covenants, conditions, restrictions, easements, charges and liens as stated in the Governing Documents and the Permits. The transferring Slip Grantee shall pay any outstanding assessments and charges prior to the transfer of the Slip. If a Slip Grantee transfers its unit without transferring the Slip, then Slip Grantee's right to use the Slip shall Terminate; however, the Slip Grantee shall

remain obligated to pay assessments levied against the Slip until the Slip has been transferred to a Qualified Unit Owner. Neither Grantor nor the Marina Association shall be obligated to acquire the Slip or to assist in any way the resale of the Slip.

**7. ACKNOWLEDGEMENTS.** Grantee acknowledges, covenants and agrees, by the acceptance of this Slip Agreement as follows:

- a. The rights herein granted constitute an appurtenance to the Unit and in the case of transfer to a Qualified Unit Owner, shall constitute an appurtenance to the unit owned by the Qualified unit Owner.
- b. The length and width of the watercraft (including swim and dive platforms at the stern and pulpits and the bow) and all other accessories and equipment, placed within the Slip shall not exceed the dimensions of the Slip as set forth on Exhibit "A", except as otherwise expressly approved in writing by the Marina Association and as permissible by applicable Permits. At no time shall watercraft longer than twenty five (25') feet be permitted unless the Permits are amended to provide for longer watercraft and the Marina Association approves the mooring of such long watercraft. Neither the Grantor nor the Marina Association shall have any duty or obligation to apply for any modification to any of the Permits at any time.
- c. Grantee shall, at Grantee's cost and expense, obtain and maintain in full force and effect all insurance policies required pursuant of Section 6.2 of the Marina Declaration.
- d. Grantee acknowledges that a boat lift for the benefit of the Slip has been installed by Grantor. Grantor makes no warranty of merchantability, fitness for a particular purpose, or otherwise related to the boat lift. All future costs to maintain, repair and replace the boat lift serving the Slip shall be the responsibility of the Grantee, and its successors and assigns.
- e. Grantee acknowledges that a dock box including utility connections has been installed by Grantor. Grantor makes no warranty of merchantability, fitness for a particular purpose or otherwise related to the dock box. The dock box shall remain in its current location unless otherwise approved by the Marina Association. Grantee acknowledges and agrees that pursuant to Section 5.3 of the Marina Declaration, a portion of the electricity charge paid by Grantee shall be utilized for the light fixtures located adjacent to the Slip that illuminates the Main Dock.
- f. This Slip Agreement is a covenant running with the land and is binding upon and shall inure to the benefit of Grantor and Grantee, their heirs, personal representatives, successors and permitted assigns.

**8. GRANTOR'S DISCLOSURES.** Although not part of the Canopy Walk Condominium, the Marina Facilities as well as use and benefit of the Slip shall be subject to:

- a. The terms and conditions of the Marina Declaration, as amended, including, without limitation, the rights reserved for the Condominium Association and the


- Marina Association, which shall be third party beneficiaries of this Slip Agreement, and rights reserved for the Grantor;
- b. Restrictions on sale to third parties contained in the Marina Declaration and this Slip Agreement;
- c. The Terms, conditions and limitations of the Permits as the same may be amended or modified from time to time.

BECAUSE THE REAL PROPERTY UNDER THE MARINA FACILITIES (INCLUDING WITHOUT LIMITATION, THE SLIP) IS WITHIN A FEDERAL RIGHT-OF-WAY IN FAVOR OF THE UNITED STATES ARMY CORPS OF ENGINEERS FOR THE INTERACOASTAL WATERWAY, ALL USE RIGHTS GRANTED BY THIS SLIP AGREEMENT SHALL BE SUBJECT TO TERMS OF THE DEPARTMENT OF ARMY PERMIT AND THE OTHER PERMITS. GRANTOR MAKES NO REPRESENTATION OR WARRANTY THAT THE PERMITS WILL PROVIDE FOR PERPETUAL EXISTENCE OF THE MARINA FACILITIES OR THAT THE PERMITS WILL NOT BE OTHERWISE MODIFIED. GRANTEE HEREBY ACCEPTS THE RISK THAT ANY OR ALL OF THE PERMITS COULD BE REVOKED, IN WHICH EVENT GRANTEE WOULD BE DEPRIVED OF ALL USES OF THE MARINA FACILITIES THAT WERE OBTAINED BY QUITCLAIM DEED AND THAT GRANTOR MAKES NO WARRANTY RELATED TO TITLE OF THE LAND CONTAINING THE MARINA FACILITIES. GRANTEE SHALL NOT BE ENTITLED TO ANY REFUND OF CONSIDERATION TENDERED FOR THE SLIP OR THE RIGHTS GRANTED TO GRANTEE IN THIS SLIP AGREEMENT UNDER ANY CIRCUMSTANCES.

THIS SLIP AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES THAT SHOULD BE READ THOROUGHLY PRIOR TO SIGNING. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR RESPONSIBILITIES UNDER THIS SLIP AGREEMENT, YOU MAY WISH TO CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed on the day and year first above written.

Witnesses:


  
 \_\_\_\_\_  
 Witness Signature

Ken Coxen  
 \_\_\_\_\_  
 Print Name of Witness

  
 \_\_\_\_\_  
 Witness Signature

PATRICIA FRANCES  
 \_\_\_\_\_  
 Print Name of Witness

GRANTOR:  
 ESTATE OF DONALD K.  
 NANNEY, DECEASED

By:   
 \_\_\_\_\_  
 Emily A. Manney, Personal Representative

**ACKNOWLEDGMENT**

STATE OF MICHIGAN        )  
  ) SS:  
COUNTY OF OAKLAND        )

The foregoing instrument was acknowledged before me by of means of  physical presence or  online notarization, this 27 day of August 2021 by Emily K. Nanney, Personal Representative of the Estate of Donald K. Nanney, Deceased, to me known to be the person described in or who have produced a valid driver's license as identification and who executed the foregoing instrument and acknowledged that she executed the same.

*Felicia Smith*  
Notary Public

**FELICIA SMITH**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF LAPEER  
My Commission Expires March 08, 2025  
Acting in the County of Oakland

*Oakland*

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed on the day and year first above written.

**Witnesses:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Mario Cassell Jackson

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Erin Lynn Jackson

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name of Witness

Unofficial Copy

**ACKNOWLEDGMENT**


STATE OF MICHIGAN        )  
  ) SS:  
COUNTY OF OAKLAND     )

The foregoing instrument was acknowledged before me by of means of  physical presence or  online notarization, this 27 day of August 2021 by Emily K. Nanney, Personal Representative of the Este of Donald K. Nanney, Deceased, to me known to be the person described in or who have produced a valid driver's license as identification and who executed the foregoing instrument and acknowledged that she executed the same.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed on the day and year first above written.

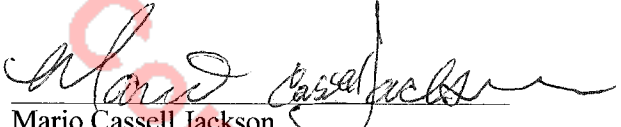
**Witnesses:**

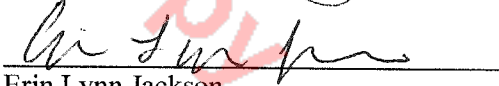
  
Witness Signature

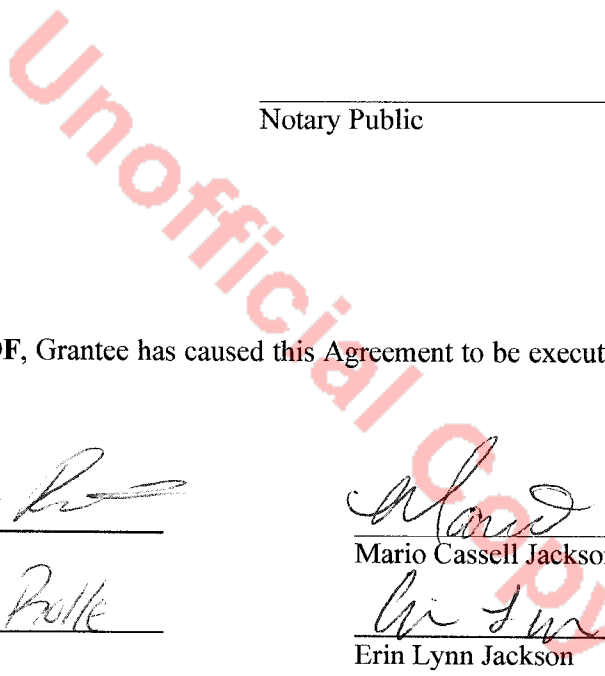
Vanda V. Polk  
Print Name of Witness

  
Witness Signature

Seana Ore  
Print Name of Witness

  
Mario Cassell Jackson

  
Erin Lynn Jackson

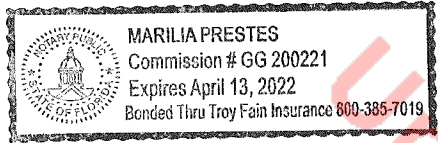


**ACKNOWLEDGMENT**

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF VOLUSIA        )

The foregoing instrument was acknowledged before me by of means of  physical presence or  online notarization, this 27 day of August 2021 by Mario Cassell Jackson and Erin Lynn Jackson, to me known to be the persons described in or who have produced a valid driver's license as identification and who executed the foregoing instrument and acknowledged that they executed the same.

  
Florida Notary Public



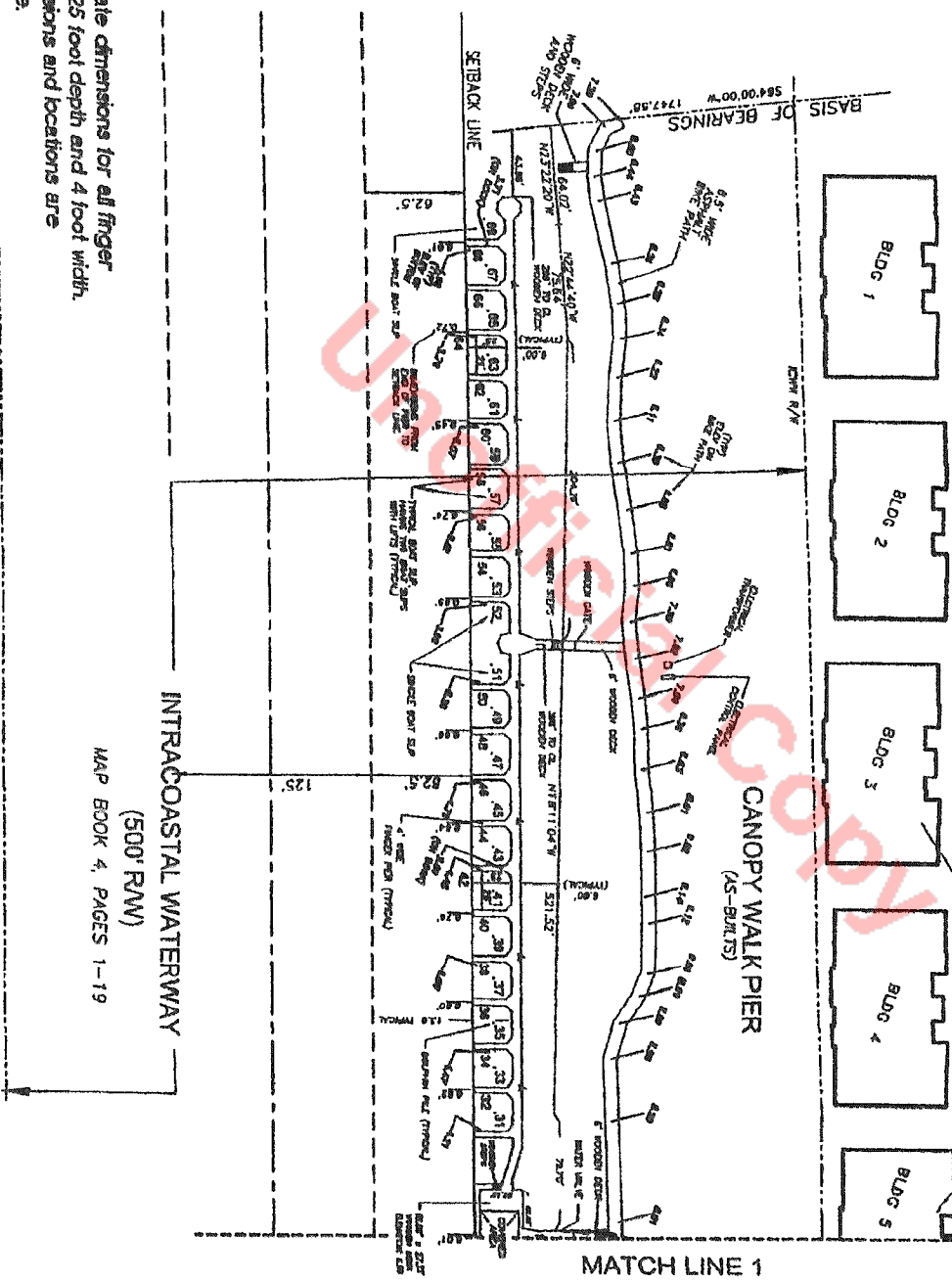
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# CANOPY WALK

## EXHIBIT - A

Site Plan for Marina Facilities and Slip  
(including approximate dimensions of slip)

CANOPY WALK CONDOMINIUMS  
(UNDER CONSTRUCTION)



NOTE:  
 1. Approximate dimensions for all finger docks are 25 foot depth and 4 foot width.  
 2. All dimensions and locations are approximate.

