

Prepared by and Return To:
Florida Closing Company, LLC
731 A1A Beach Blvd
Saint Augustine, FL 32080

Order No.: 21-23-0249

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ASSIGNMENT OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS

THIS ASSIGNMENT OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS (this "Slip Agreement") is made this 25 day of JULY, 2023 by and between JK Investments, LLC, a New Jersey Limited Liability Company and Andy Silverman aka Andrew Silverman and Maria Ekstrom, husband and wife, as tenants in common ("Grantor") whose address is 55 Riverview Bend S, Ste 2016, Palm Coast, FL 32137, and Scott Allen Snedecor and Cathryn F. Snedecor, husband and wife ("Grantee") whose address is 6377 Lakeview Dr, Buford, GA 30518. 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. References to the term "Slip" shall mean Slip #20 as more particularly depicted on Exhibit "A", attached hereto and by this reference made a part hereof. References to the term "Unit" shall mean Unit #921 of the Condominium according to the Condominium Declaration.

WHEREAS Grantor purchased the right to use said Slip from Frederick H. Dean, filed and recorded on March 9, 2011, in Book 1808, Page 379, in the Public Records of Flagler County, Florida. Frederick H. Dean purchased the right to use said Slip from Centex Homes, a Nevada General Partnership DBA Centex Destination Properties ("Centex"), as the developer of that certain condominium project (the "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, Centex 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, Centex constructed the Marina Facilities on the Marina Property and conveyed a portion of Marina Facilities to the Condominium Association and the balance of the Marina Facilities to Canopy Walk Marina Association, Inc. (the "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 to Grantee the right, privilege, and easement 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, Centex'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 Centex and/or the Marina Association may impose, additional conditions, restrictions and rules and regulations regarding use of the Slip and Exclusive Common Area, including but not limited to limitations on types of watercrafts, 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 this 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, the 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

ASSIGNMENT OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS (continued)

Qualified Unit Owner. Neither Centex nor the Marina Association shall be obligated to acquire the Slip or to assist in any way with the resale of the Slip.

7. ACKNOWLEDGMENTS. 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 a 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 at 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 longer 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 to Section 6.2 of the Marina Declaration.

d. Grantee acknowledges that a boat lift for the benefit of the Slip has been installed by Centex, 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 Centex. 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 illuminate 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 rules and regulations as may be promulgated and enforced by the Marina Association; and

d. 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 INTRACOASTAL 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, EITHER TEMPORARILY OR PERMANENTLY, GRANTEE ACKNOWLEDGES THAT GRANTOR'S INTEREST IN THE LAND UNDERNEATH THE MARINA FACILITIES WAS 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 and Grantee have executed this Slip Agreement and Grant of Easement and Use Rights as of the day and year first above written.

ASSIGNMENT OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS

(continued)

Signed, Sealed and Delivered in the presence of:

JK Investments, LLC, a New Jersey Limited Liability Company

BY: Gerald Kretchman Sole Member/Manager

Address: 55 Riverview Bend S, Suite 2016 Palm Coast, FL 32137

[Handwritten Signature]

Witness Signature

Maria Lavin-Sanhudo

Print Name

Isabel S Conde

Witness Signature

Isabel S Conde

Print Name

State of Florida County of Flagler

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 25th day of July, 2023, by Gerald Kretchman of JK Investments, a limited liability company, on behalf of the company, who is personally known to me or has produced Driver License as identification.



[Handwritten Signature]

Signature

Maria Lavin-Sanhudo

Print Name

Notary Public

Print Title

HH-175543

Serial No. (if any)

Signed, Sealed and Delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

State of

County of

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of ___, ___ by Andy Silverman and Maria Ekstrom, husband and wife, who is personally known to me or who has produced ___ as identification.

BY: Andy Silverman

BY: Maria Ekstrom

Address: 55 Riverview Bend S, Suite 2016 Palm Coast, FL 32137

ASSIGNMENT OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS
(continued)

Signed, Sealed and Delivered in the presence of:

Witness Signature

JK Investments, LLC, a New Jersey Limited Liability Company

Print Name

BY: _____
Jerald Kretchman
Sole Member/Manager

Witness Signature

Address: 55 Riverview Bend S, Suite 2016
Palm Coast, FL 32137

Print Name

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____ by _____ of _____, a _____ limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Seal]

Signature

Print Name

Print Title

Serial No. (if any)

Signed, Sealed and Delivered in the presence of:

Herbert M. ...
Witness Signature

Hailey Molinaro
Print Name

[Signature]
Witness Signature

Veronica Aguiar
Print Name

BY: [Signature]
Andy Silverman
BY: [Signature]
Maria Ekstrom

Address: 55 Riverview Bend S, Suite 2016
Palm Coast, FL 32137

Province
State of ONTARIO
County of CANADA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 25 day of JULY, 2023, by Andy Silverman and Maria Ekstrom, husband and wife, who is personally known to me or who has produced DL as identification.

Stephanie Molinaro, Solicitor & Notary Public
Stroud Cohen Law Office
1154 Kingston Road, Unit 2
Pickering, ON L1V 1B4
905-837-1353

ASSIGNMENT OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS
(continued)

[Seal]

Stephanie Molinaro
Signature
Stephanie Molinaro
Print Name
NOTARY PUBLIC
Print Title
Serial No. (if any)

Signed, Sealed and Delivered in the presence of:

Witness Signature

Print Name

Witness Signature

Print Name

BY: _____
Scott Allen Snedecor
BY: _____
Cathryn F. Snedecor

Address: 55 Riverview Bend S, Suite 2016
Palm Coast, FL 32137

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____, by Scott Allen Snedecor and Cathryn F. Snedecor, husband and wife, who is personally known to me or who has produced _____ as identification.

[Seal]

Signature

Print Name

Print Title

Serial No. (if any)

See EXHIBIT A attached to Agreement and Easement of Slip Use Rights filed 2/10/2005 in Book 1202 at Page 678 of the Public Records of Flagler County, Florida.

ASSIGNMENT OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS
(continued)

[Seal]

Signature

Print Name

Print Title

Serial No. (if any)

Signed, Sealed and Delivered in the presence of:

Jessica Arnou
Witness Signature
JESSICA ARNOW
Print Name

Carol Duguel
Witness Signature
Carol Duguel
Print Name

BY: Scott Allen Snedecor
Scott Allen Snedecor
BY: Cathryn F. Snedecor
Cathryn F. Snedecor

Address: 55 Riverview Bend S, Suite 2016
Palm Coast, FL 32137

State of FL
County of St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18 day of JULY, 2023, by Scott Allen Snedecor and Cathryn F. Snedecor, husband and wife, who is personally known to me or who has produced GA DL as identification.

[Seal]

Jessica Arnou
Signature
JESSICA ARNOW
Print Name

Print Title

Serial No. (if any)



See EXHIBIT A attached to Agreement and Easement of Slip Use Rights filed 2/10/2005 in Book 1202 at Page 678 of the Public Records of Flagler County, Florida.