

This instrument prepared by and after recording return to:

→ Jackson Law Group, LL.M., P.A.  
Edward Ronsman, Esquire  
100 Whetstone Place, Suite 101  
St. Augustine, Florida 32086

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

### 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 22 day of Oct, 2012, 2012, by and between Jean M. Armstrong ("**Grantor**") whose address is 3 S. Waterview Drive, Palm Coast, Florida 32137 and Canopy Walk Condominium Association, Inc. ("**Grantee**") whose address is C/O MAY Management Services, 5455 A1A South, St. Augustine, Florida 32080. 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 #59 as more particularly depicted on Exhibit "A", attached hereto and by this reference made a part hereof.

WHEREAS, Grantor, purchased the right to use said Slip from Aldo Di Sorbo, a single person, who 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 5, 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, 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 easements 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. MAINTENANCE. Grantee shall fulfill its obligations pursuant to Article 5 of the Marina Declaration.

3. 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.

4. 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 watercraft, personal property or utilities used, installed or maintained therein.

5. 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 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.

6. ACKNOWLEDGMENTS. Grantee acknowledges, covenants and agrees, by the acceptance of this Slip Agreement, as follows:

a. The length and width of the watercraft (including swim and dive platforms at the stem 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 the 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. The Marina Association shall not have any duty or obligation to apply for any modification to any of the Permits at any time.

b. 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.

c. Grantee acknowledges and agrees that pursuant to Section 5.3 of the Marina Declaration, a portion of the electricity charge paid by the Grantee shall be utilized for the light fixtures located adjacent to the Slip that illuminate the Main Dock.

d. This Slip Agreement is a covenant running with the land and is binding upon and shall inure to the benefit of the Grantor and Grantee, their heirs, personal representatives, successors and permitted assigns.

7. 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 its Slip Agreement;

c. the rules and regulations as may be promulgated and enforced by the Marina Association; and

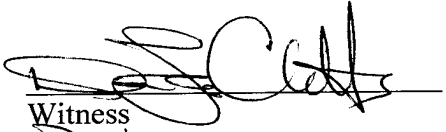
d. the terms, conditions and limitations of the Permits as the same may be amended or modified from time to time.

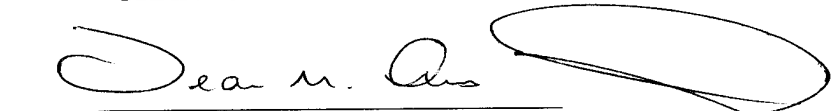
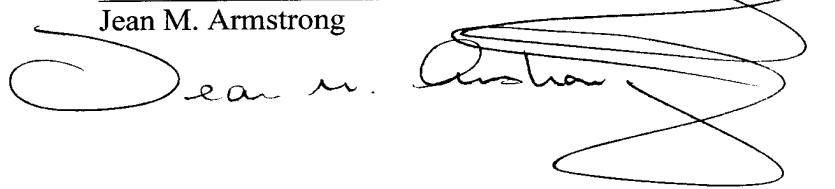
IN WITNESS WHEREOF, Grantor and Grantee have executed this Slip Agreement and Grant of Easement and Use Rights as of the day and year first above written.

WITNESSED:

Signed, sealed and delivered  
in the presence of:

"GRANTOR"

  
Witness  
DON

  
Jean M. Armstrong  


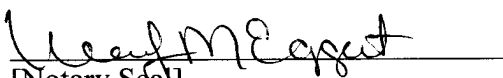
DONA LEA CLUTTER  
Print or Type Name

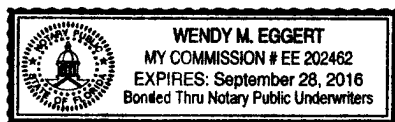
  
Witness

FRED OTTO  
Print or Type Name

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 22nd day of October 2012, by Jean M. Armstrong who is personally known to me or who provided FL DR License as identification.

  
[Notary Seal]



Print Name: Wendy M. Eggert  
Notary Public – State of Florida at Large  
Commission No.: EE 202462  
My Commission Expires: 9/28/2016

WITNESSED:

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness

KARINA BAPTISTE  
Print or Type Name

[Signature]  
Witness

Ariane Godbey  
Print or Type Name

"GRANTEE"

[Signature]  
Print Name: GARRY R. LUBI  
President - Canopy Walk Condominium  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 1 day of  
November 2012, by Garry R. Lubi who is personally known to me  
or who provided \_\_\_\_\_ as identification.

Nell L. Bigbie  
[Notary Seal]

Print Name: Nell L. Bigbie  
Notary Public - State of Florida at Large  
Commission No.: EE 179633  
My Commission Expires: 7/15/16



**EXHIBIT "A"**

Site Plan of

Marina Facilities and Slip  
(including approximate dimensions of Slip)

**Slip No. 59, as more particularly depicted on Exhibit "A" attached to Agreement and Easement of Slip Use Rights recorded in Official Records Book 1303, page 92, and according to the Declaration of Covenants, Conditions and Easements for Canopy Walk Marina, recorded in Official Records Book 1158, page 983, of the Public Records of Flagler County, Florida. The rights of the insured Slip Grantee in and to the Slip constitute an appurtenance to the insured's ownership in and to Unit No. 215, Phase 2, Building 2, Canopy Walk, a condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 1019, page 189, of the Public Records of Flagler County, Florida.**