

Prepared By/Return to:
VINCENT L. SULLIVAN, Esq.
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Attn: Caroline McNeil

Parcel ID: 07-11-31-0377-000A0-0005

Consideration for documentary stamp
Purposes is \$11,000.00.

**ASSIGNMENT AND ASSUMPTION OF AGREEMENT AND
EASEMENT OF SLIP USE RIGHTS
BELLA HARBOR BOAT SLIP #5**

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENT AND EASEMENT OF SLIP USE RIGHTS (the "Assignment"), made as of this 8 day of August, 2024, between **BELLA HARBOR MARINA ASSOCIATION, INC., a Florida corporation** whose address is 785 West Granada Blvd., Suite 5, Ormond Beach, Florida 32174 ("Assignor") and **CRAIG HORWEDEL and DIANE L. HORWEDEL, husband and wife**, whose address is 300 Bella Harbor Court, #107, Palm Coast, Florida 32137 ("Assignee").

WITNESSETH:

WHEREAS, Assignee is the owner of the lands described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Unit").

WHEREAS, Assignor is the Grantee under that certain Agreement and Easement of Slip Use Rights recorded in O.R. Book 2815, Page 214, Public Records of Flagler County, Florida, known as **Slip #5** as further described therein (the "Boat Slip").

WHEREAS, any references in the Agreement and Easement of Slip Use Rights recorded in O.R. Book 2815, Page 214, or O.R. Book 1407, Page 824, both of Public Records of Flagler County, Florida to Unit shall now mean **Unit 107, a/k/a Unit 3-2A**.

WHEREAS, Assignor intends to assign to Assignee all of its rights, easements, interest, obligations, limitations, restrictions in and to the Boat Slip in "As-Is", "Where Is" Condition and with all faults, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty express or implied on the date hereof relating to the ownership, use rights and/or operation of the Boat Slip.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid to by Assignee to Assignor, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

A. **Recitals.** The recitals hereinabove are incorporated herein and made a part of this Assignment.

B. **Assignment.** Assignor does hereby assign, grant, convey, transfer and set over to Assignee all right, title and interest of Assignor in and to the Boat Slip as of the date of this Assignment, together with all easements, obligations, limitations and restrictions relating to the Property and/or Unit in existence as of the date of this Assignment and in Assignor's possession, if any.

C. **As-Is Condition.** Assignor and Assignee agree that this Assignment for the use of the Boat Slip is being assigned in "As-Is", "Where Is" Condition and with all faults, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty express or implied on the date hereof relating to the ownership, use rights and/or operation of the Boat Slip.

D. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors, successors-in title, and assigns of Assignor and Assignee.

E. **Governing Law.** This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida. Venue for any action involving this Assignment shall lie only in Flagler County, Florida.

F. **Acceptance.** Assignee hereby accepts the foregoing assignment and hereby assumes all of Assignor's obligations, including any assessments and maintenance costs with respect to the Boat Slip.

G. **Further Documentation.** Assignor and Assignee agree, upon reasonable request of the other party, to promptly execute and deliver such additional documents, and take such further action, as may be necessary to assure that the purpose of this Assignment is fulfilled.

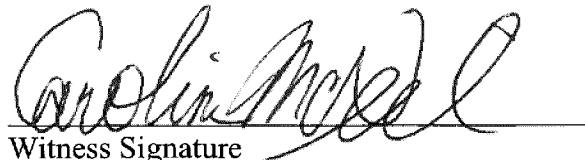
H. **Counterpart Signatures.** This Assignment may be executed in any number of counterparts, any one and all of which shall constitute the agreement of Assignor and Assignee, and each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Assignment and affixed their respective seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

**BELLA HARBOR MARINA
ASSOCIATION, INC., a Florida
corporation**



Witness Signature

Caroline McNeil

145 City Place, Suite 301

Palm Coast, FL 32164

By: 

Joe McHugh, President



Witness Signature

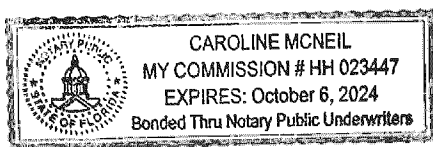
Tiffany Grimes

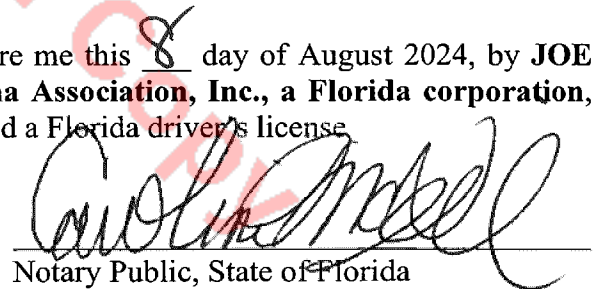
145 City Place, Suite 301

Palm Coast, FL 32164

STATE OF FLORIDA
COUNTY OF FLAGLER

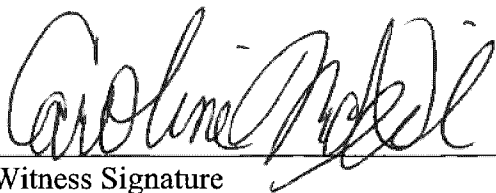
The foregoing instrument was acknowledged before me this 8 day of August 2024, by **JOE McHUGH, as President of Bella Harbor Marina Association, Inc., a Florida corporation**, who is personally known to me or who has produced a Florida driver's license.





Notary Public, State of Florida

Commission Expires:



Witness Signature

Caroline McNeil

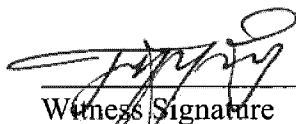
145 City Place, Suite 301

Palm Coast, FL 32164

ASSIGNEE:



CRAIG HORWEDEL

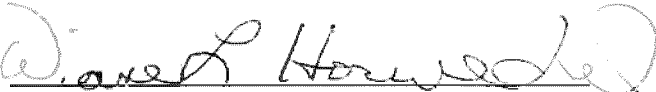


Witness Signature

Tiffany Grimes

145 City Place, Suite 301

Palm Coast, FL 32164

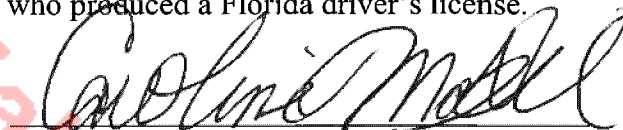
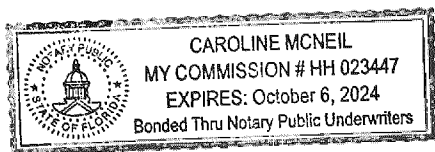


DIANE L. HORWEDEL

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
_____ online notarization this 8 day of August 2024, by **CRAIG HORWEDEL and DIANE L.
HORWEDEL**, who are personally known to me or who produced a Florida driver's license.



Notary Public, State of Florida

Commission Expires:

EXHIBIT "A"
THE PROPERTY AND/OR UNIT

Unit 107 a/k/a Unit 3-2A, Building 3, Bella Harbor Condominium, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 1377, Page 1962, together with any and all amendments thereto, of the Public Records of Flagler County, Florida.

Unofficial Copy