

RETURN TO: *Cery*  
EQUITABLE TITLE OF CELEBRATION, LLC  
610 SYCAMORE STREET, SUITE 190  
CELEBRATION, FL 34747

This instrument prepared by and  
after recording return to:  
Andrew J. Orosz, Esq.  
Towndes, Drosdick, et al.  
215 North Eola Drive  
Orlando, Florida 32801  
407-843-4600

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS**

**THIS DEVELOPMENT AGREEMENT AND GRANT OF EASEMENTS**  
("Agreement") is made this 12<sup>th</sup> day of June, 2014 (the "Effective Date"), by and  
between **EAGLE POINTE PARTNERS, LLC**, a Florida limited liability company, having an  
address of 607 Celebration Avenue, Celebration, Florida 34747 ("**Eagle Pointe**"), and  
**HANOVER EAGLE POINTE, LLC**, a Florida limited liability company, having an address of  
2420 S. Lakemont Avenue, Suite 450, Orlando, Florida 32814 ("**Hanover**").

**RECITALS:**

- A. Eagle Pointe is the owner of the lands described on **Exhibit "A"** attached hereto and incorporated herein ("**Eagle Pointe Property**").
- B. Hanover is the owner of the lands described on **Exhibit "B"** attached hereto and incorporated herein ("**Hanover Property**").
- C. The Eagle Pointe Property is located adjacent to the Hanover Property in that certain subdivision located in Lake County, Florida being generally known as "Eagle Pointe of Groveland" (the "**Subdivision**").
- D. The Hanover Property will ultimately be benefitted by the extension of that certain roadway known as Mountain Hawk Lane through the Eagle Pointe Property.
- E. The Eagle Pointe Property will ultimately be benefitted by the construction and installation of certain utilities and infrastructure on the Hanover Property.
- F. The Hanover Property and Eagle Pointe property shall be developed in substantial conformity with the site plan attached hereto as **Exhibit "C"** and the terms and conditions of the Approved Plans (as defined herein) (collectively, the "**Site Plan**").
- G. There exists certain excess fill dirt on the Eagle Pointe Property that Eagle Pointe desires to grant and convey to Hanover.
- H. In order to accommodate the timely development of the Hanover Property and the Eagle Pointe Property in light of the factors set forth above and described herein-below, the Parties have determined it to be in their mutual interest to enter into this Agreement.

I. The Eagle Pointe Property and Hanover Property are sometimes hereinafter referred to individually as a “**Property**” and collectively as the “**Properties**”. Eagle Pointe and Hanover are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Approvals; General. Except as and to the extent set forth herein, each Party shall be responsible, at its sole cost and expense, to apply for and obtain all governmental permits and approvals necessary for development of its respective Property and construction of all subdivision improvements contemplated therefor. The governmental permits and approvals to be obtained by Hanover and Eagle Pointe, and the subdivision improvements to be completed by each, are hereinafter referred to collectively as the “**Hanover Approvals**”, “**Eagle Pointe Approvals**”, “**Hanover Subdivision Improvements**” and “**Eagle Pointe Subdivision Improvements**”, respectively. The Hanover Approvals and Eagle Pointe Approvals are sometimes hereinafter referred to collectively as the “**Property Approvals**”. Each Party hereby further agrees that concerning the other Party’s share of the Property Approvals, it will cooperate with the other, in good faith, but at no material expense, in the preparation, submission and processing of the applications and related materials, studies and information necessary to obtain said share of the Property Approvals consistent with the foregoing, or otherwise in connection with the matters that are the subject of this Agreement.

3. Construction of Sewer Facilities. In connection with the development of the Hanover Property, Hanover intends to design, permit, construct and install, at Hanover’s sole cost and expense, certain sewer facilities contemplated by the Approved Plans (as defined herein) within the easements located on the Hanover Property and depicted on the Site Plan, the Approved Plans, and as otherwise approved and directed by Hanover (collectively, the “**Sewer Facilities**”). As set forth on (i) those certain construction plans prepared by McCoy & Associates Engineers and Land Planners regarding “Eagle Pointe – Phase 3” identified by Job No. 13-005 and dated as of April 2014, and (ii) those certain construction plans prepared by McCoy & Associates Engineers and Land Planners regarding “Eagle Pointe – Phase 2” identified by Job No. 13-005 and dated as of August 2013 (collectively, the “**Approved Plans**”), copies of which have been reviewed and approved by Eagle Pointe and Hanover, the Sewer Facilities to be located on the Hanover Property have been purposefully sized to accommodate the units to be constructed on the Hanover Property and Eagle Pointe Property. In the event that Eagle Pointe commences construction of the Eagle Pointe Property prior to the commencement of construction of the Hanover Property and the installation of the Sewer Facilities therein, Eagle Pointe shall be permitted to install the Sewer Facilities on the Hanover Parcel within the future easement areas identified by Hanover, strictly in conformance with the Approved Plans and all applicable laws, and the unconditional acceptance of the same by applicable governmental authority (as evidenced by a certificate of completion, or such similar assurances). In such event,

upon the completion of the construction of the Sewer Facilities by Eagle Pointe in conformance with the Approved Plans, Hanover shall within thirty (30) days following the written request for reimbursement by Eagle Pointe, reimburse Eagle Pointe for 100% of the costs incurred by Eagle Pointe, subject to Paragraph 6(a) hereof, to construct the Sewer Facilities within the Hanover Parcel. In no event shall Hanover be obligated to pay for the cost to construct, permit, or design any portion of the continuation of the Sewer Facilities onto the Eagle Pointe Property, the cost of which shall be borne exclusively by Eagle Pointe.

4. Construction of Mountain Hawk Lane. In connection with the development of the Eagle Pointe Property, Eagle Pointe intends to design, permit, construct and install, at Eagle Pointe's sole cost and expense, the extension of that certain roadway identified as "Mountain Hawk Lane" on the Site Plan, through the Eagle Pointe Parcel as depicted on the Site Plan. In the event that Hanover commences construction of the Hanover Property prior to the commencement of construction of the Eagle Pointe Property and the construction of Mountain Hawk Lane thereon, Hanover shall be permitted to construct the extension of Mountain Hawk Lane on the Eagle Pointe Property as depicted by the Site Plan. In such event, upon the completion of the construction of the extension of Mountain Hawk Lane by Hanover, Eagle Pointe shall within thirty (30) days following the written request for reimbursement by Hanover, reimburse Hanover for 100% of the costs incurred by Hanover, subject to Paragraph 6(a) hereof, to construct the extension of Mountain Hawk Lane.

5. Easements. In the event that Eagle Pointe constructs the Sewer Facilities on the Hanover Property, or Hanover constructs Mountain Hawk Lane on the Eagle Pointe Property as contemplated herein, the Parties hereby grant the following easements:

a. Easement in Favor of Eagle Pointe to construct Sewer Facilities. Hanover does hereby grant, dedicate, convey and assign to Eagle Pointe, for the use and benefit of Eagle Pointe and the Eagle Pointe Property, a temporary and non-exclusive access and construction easement over, through and upon the Hanover Property, to be expressly limited to such portions of the Hanover Property that are reasonably necessary to allow Eagle Pointe to enter upon the Hanover Property in order to construct the Sewer Facilities. This easement shall automatically expire upon Final Completion of the construction of the Sewer Facilities, or otherwise upon the failure of Eagle Pointe to perform strictly in accordance with this Agreement (which termination shall not, notwithstanding any provision hereof to the contrary, impact the rights of Hanover set forth herein).

b. Easement in Favor of Hanover. Eagle Pointe does hereby grant, dedicate, convey and assign to Hanover a temporary and non-exclusive access and construction easement over, through and upon the Eagle Pointe Property, as reasonably necessary to allow Hanover to construct the extension of Mountain Hawk Lane. Said grant of easement shall include any such incidental easement rights that may be necessary or convenient to effectuate the foregoing, including, without limitation, any permanent storm water retention areas necessitated by the extension of Mountain Hawk Lane. Upon the completion of Mountain Hawk Lane, Eagle Pointe shall either (i) dedicate the same to applicable governmental authority, or (ii) grant to Hanover a perpetual access easement over and across Mountain Hawk Lane for the use and benefit of the Hanover Property.

c. Rights Reserved and Use of Easement Rights. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. The owner of the burdened properties shall have the right to use the burdened properties for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of the beneficiaries of the easements. The easement rights granted herein shall be utilized in accordance with the rules and regulations of, and pursuant to all permits issued by, any applicable governmental agencies. No reasonable exercise of any easement rights shall be deemed an overburdening of the burdened properties.

6. Construction Work - General. Should either Eagle Pointe construct the Sewer Facilities or Hanover construct Mountain Hawk Lane (such party being referred to as the “**Responsible Party**”), such Party shall:

a. Construction Contract. Competitively bid the construction contract to at least three (3) site work contractors with substantial experience developing properties in Central Florida and constructing the types of improvements described in this Agreement, at least one (1) of which may be designated by the non-Responsible Party at such Party’s election. No contractor shall be owned by the Responsible Party or the owners or managers of the Responsible Party. Responsible Party shall deliver identical bid packages to all prospective contractor bidders and, upon receipt of the bids, shall deliver a copy of the bid package and bids received to the other Party. Responsible Party shall award the road construction contract to the most commercially reasonable bidder as determined by Responsible Party in good faith, subject to the written consent and approval of the non-Responsible Party, which consent may be granted or withheld in the non-Responsible Party’s reasonable discretion. The contract signed with the contractor awarded the work (i.e. the General Contractor) shall be referred to herein as the “**Construction Contract.**” The scope of the improvements contained in the Construction Contract shall not include anything other than the work being performed by the Responsible Party pursuant to this Agreement, and shall be subject to the reasonable review and approval of the non-Responsible Party. During the performance of the Construction Contract, the Responsible Party shall keep the non-Responsible Party fully apprised of the status of construction, and shall furnish the non-Responsible Party with a copy of all invoices, bills, and change orders relating to the project that is the subject of the Construction Contract. All work performed pursuant to a Construction Contract shall be timely commenced and continuously and diligently pursued to Final Completion without unreasonable gaps or stops in the work to be performed thereunder.

b. Insurance. Responsible Party, or the General Contractor, shall obtain worker’s compensation insurance, liability insurance and builder’s risk insurance in commercially reasonable amounts and name both Parties as additional insureds.

c. Bonds. Responsible Party, or the General Contractor, shall obtain and record a performance and payment bond in the full amount of the Construction Contract sufficient to protect both Parties against claims of lien under Chapter 713, Florida Statutes.

d. Earthwork. Any dirt, soil and/or fill material needed for or with respect to construction of the Realigned Access Way Improvements or the Sewer Improvements shall be first generated from excavation of the storm water ponds contemplated to be built or to occur on the Eagle Pointe Property. Any excess dirt, soil and/or fill generated from the construction shall be piled and stored at a location determined by Hanover. Any shortfall of dirt, soil and/or fill material that is required shall be obtained from a commercially reasonable source.

e. Liens. Any construction lien arising from either the actions of the Responsible Party or otherwise pursuant to the Construction Contract shall be bonded off or otherwise removed of record within ten (10) days of the earlier of (i) recording of the lien, or (ii) discovery of the existence of such lien by either Party.

f. Final Completion. Completion of construction shall be deemed to have occurred upon the earlier of the happening of the following events, as applicable: (i) acceptance (by plat or other form of dedication) of ownership and maintenance responsibility of the constructed improvements by the City of Groveland or Lake County, as appropriate, or other applicable governmental unit, body or agency having jurisdiction; and (ii) the issuance of a certificate of completion or the functional equivalent for such improvements by the City or other governmental unit, body or agency having jurisdiction (the "**Final Completion**"). The Parties shall reasonably cooperate as may be necessary to obtain Final Completion.

7. Lien Rights. In the event that either (i) Eagle Pointe constructs the Sewer Facilities, or (ii) Hanover construct Mountain Hawk Lane, and, (a) in the event of the foregoing item (i), Hanover fails to remit the reimbursable amount to Eagle Pointe upon Final Completion of the Sewer Facilities and within thirty (30) days following Eagle Pointe's written request for the same, or (b) in the event of the foregoing item (ii), Eagle Pointe fails to remit the reimbursable amount to Hanover upon Final Completion of Mountain Hawk Lane and within thirty (30) days following Hanover's written request for the same, then, in such case, either Hanover or Eagle Pointe, as appropriate, shall have the right to secure the payment of the other Party by the recordation of a lien in the amount of the outstanding balance of such work against the Property of the other Party (the "**Lien Right**"). The priority of such recorded claim of lien shall date back to the recording date of this Agreement, and such Party shall have the right to file suit to foreclose said lien in the same manner as a construction lien under Florida law, including the right to recover reasonable attorney's fees and costs associated with such foreclosure.

8. Indemnification. Each party hereto shall, at all times, save, defend and keep the other party free and harmless from any and all damage or liability occasioned by any act of negligence of the indemnifying party, or of any contractor, agent or employee of the indemnifying party, or arising out of or in connection with (i) the construction, reconstruction, maintenance, repair, operation or use of the various improvements to be constructed pursuant to the terms of this Agreement; and (ii) the exercise by such party of the easement rights granted pursuant to this Agreement, excepting, however, that no party shall be indemnified against loss or liability resulting from its own negligence or the negligence of its contractors, employees or agents.

9. Dedications. Upon completion of the Sewer Facilities and Mountain Hawk Lane, the Parties covenant and agree that the same shall be dedicated as required by applicable governmental authority.

10. Grant of Fill Dirt to Hanover. The parties agree and acknowledge that there presently exists approximately 130,000 excess cubic yards of fill dirt on the Eagle Pointe Property. As a material condition to Hanover's agreement to enter into this Agreement, Eagle Pointe has agreed and hereby grants, conveys, releases, and quit claims to and for the benefit of Hanover such fill dirt located on the Eagle Pointe Property as may be required by Hanover in an amount not to exceed 90,000 cubic yards for use by Hanover in connection with the development of the Hanover Property. Eagle Pointe hereby grants unto Hanover an unconditional access and removal easement for the purpose of entering upon, excavating, removing, and ultimately utilizing the excess dirt located on the Eagle Pointe Property. Eagle Pointe shall promptly execute such additional documents as may be requested by Hanover to memorialize the rights set forth herein.

11. Binding Effect. All terms and provisions of this Agreement are binding upon the parties hereto and their respective successors and assigns and all rights, privileges, benefits and burdens created hereunder are covenants running with the Hanover Property and Eagle Pointe Property, binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns, and shall constitute a binding obligation on any successor owner of either the Hanover Property or Eagle Pointe Property. This Agreement shall be recorded among the Public Records of Lake County, Florida.

12. Amendment. Any amendment to this Agreement shall only be effective if in writing, executed by Hanover and Eagle Pointe, and recorded in the Public Records of the County. Other than the automatic termination of easement rights upon Final Completion as set forth elsewhere in this Agreement, the Parties may not terminate either Parties' right to have and exercise the easements contained herein without the City's written consent.

13. Enforcement and Remedies.

a. In the event of a default by Eagle Pointe hereunder, in addition to the Lien Right, Hanover shall be entitled to pursue specific performance, to recover its actual damages, and all other remedies that may be available at law or equity.

b. In the event of a default by Eagle Pointe hereunder, in addition to the Lien Right, Hanover shall be entitled to pursue specific performance, to recover its actual damages, and all other remedies that may be available at law or equity.

c. In no event shall either Party be deemed held liable for punitive or consequential damages arising from the default of its obligations hereunder.

d. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

e. The Parties acknowledge and agree that the pursuit by a party of any one remedy shall not operate as an election of remedies prohibiting the pursuit of other remedies established by this Agreement.

f. The Parties acknowledge and agree that their remedies in the event of default of the other Party do not include the right to block the defaulting Party from using the easement created herein in favor of the defaulting Party.

g. Neither Party may assert its remedies hereunder unless it shall have first provided fifteen (15) days' prior written notice to the other Party hereunder.

14. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

15. Construction. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

16. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

17. Governing Law/Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Agreement shall be Orange County, Florida.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall be (i) hand delivered, (ii) sent by Federal Express or a comparable overnight mail service, (iii) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, (iv) emailed, or (v) transmitted by telecopier to the persons identified below in accordance with their respective contact information set forth below. Any notice delivered as aforesaid shall be deemed to have been given upon actual delivery (physical or electronic) of said notice in accordance with the contact information set forth below. Each party's counsel is expressly permitted to execute and deliver notices for its respective client. Each person identified below may change its contact information by giving notice of such change in compliance with this section. Unless and until such written notice is delivered, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

If to Eagle Pointe: Eagle Pointe Partners, LLC  
Attn: Celebration Law Firm  
607 Celebration Avenue  
Celebration, Florida 34747  
Attn: Jeff Ippoliti, Esq.  
Email: jeff@celebrationlaw.com

with a copy to: Celebration Law Firm  
607 Celebration Avenue  
Celebration, Florida 34747  
Attn: Jeff Ippoliti, Esq.  
Email: jeff@celebrationlaw.com

If to Hanover: Hanover Eagle Pointe, LLC  
2420 S. Lakemont Ave., Ste 450  
Orlando, FL 32814  
Attn: Ben Snyder  
William S. Orosz, Jr.  
Email: bsnyder@hcpland.com; worosz@hcpland.com

with a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, Florida 32801  
Attention: Andrew J. Orosz, Esq.  
Email: andrew.arosz@lowndes-law.com

19. Paragraph Headings. The paragraph and sub-paragraph headings as herein used are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any section herein.

20. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. Relationship of Parties. Unless specifically agreed to and acknowledged in writing, neither Party shall be the agent of the other for any purpose. Nothing herein shall be construed to constitute the Parties as partners or joint venturers. Neither Party shall be liable by virtue of this Agreement to (and nothing in this Agreement shall constitute an obligation or promise in favor of) any contractor, sub-contractor, materialman, laborer or others for materials



or services furnished or delivered by them, or employed in any such construction and installations.

22. Further Assurances. In addition to the acts recited herein to be performed by Eagle Pointe and Hanover, the parties agrees to cooperate and perform all further acts as may reasonably be required to perform the tasks contemplated in this Agreement, and or to memorialize the easement rights set forth herein.

**IN WITNESS WHEREOF**, Eagle Pointe and Hanover have executed this Agreement and affixed their seals the day and year first above written.

**“EAGLE POINTE”**

**EAGLE POINTE PARTNERS, LLC**, a Florida limited liability company

[Signature]  
Print Name: Martina Logrono

[Signature]  
Print Name: Sandy M. Thompson

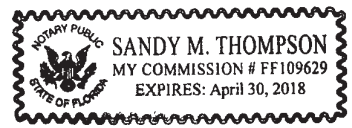
By: [Signature]  
Name: JEFF IPPOLITI  
Title: MANAGER  
Date: 6-11-14

STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 2014, by Jeff Ippoliti, as manager of **EAGLE POINTE PARTNERS, LLC**, a Florida limited liability company, on behalf of the company. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

[Signature]  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



“HANOVER”

HANOVER EAGLE POINTE, LLC, a Florida limited liability company

By: Hanover Land Company, LLC, a Florida limited liability company, its Manager

By: [Signature]  
Name: William S. Orosz, Jr.  
Title: President  
Date: \_\_\_\_\_

(Corporate Seal)

[Signature]  
Print Name: Sheri Carnicella

[Signature]  
Print Name: [Signature]

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2014, by William S. Orosz, Jr., as President of Hanover Land Company, LLC, a Florida limited liability company, the Manager of **HANOVER EAGLE POINTE, LLC**, a Florida limited liability company, on behalf of the company. Said person (check one)  is personally known to me or  produced \_\_\_\_\_ as identification.

Print Name: [Signature]  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



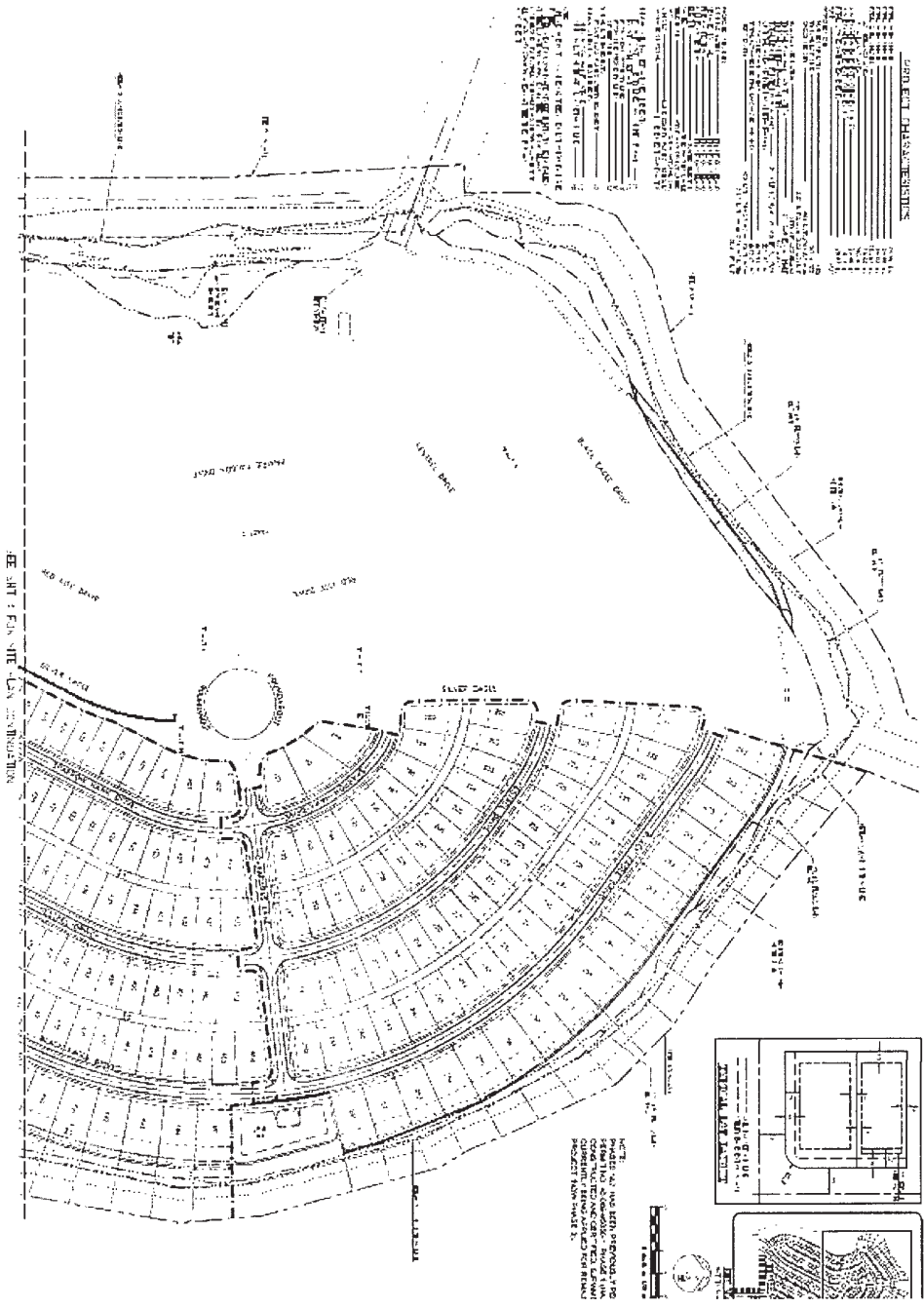
**EXHIBIT "A"****(Eagle Pointe Property)**

Parcel 2, Eagle Pointe, Phase I, a subdivision according to the Plat thereof as recorded in Plat Book 59, Pages 36-42, Public Records of Lake County, Florida.

**EXHIBIT "B"****(Hanover Property)**

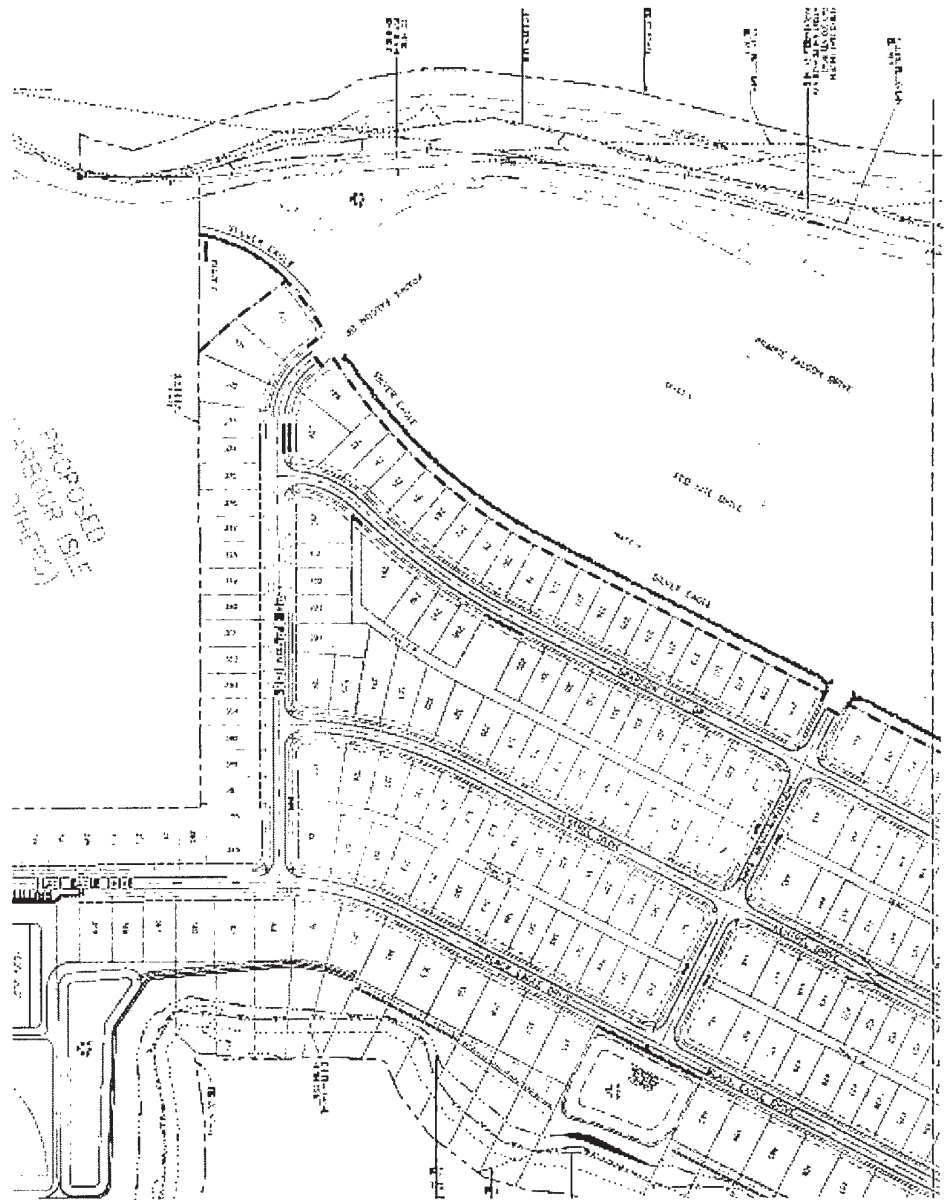
Parcel 1 and Parcel 3, Eagle Pointe, Phase I, a subdivision according to the Plat thereof as recorded in Plat Book 59, Pages 36-42, Public Records of Lake County, Florida.

**EXHIBIT "C"**  
**(Site Plan)**



0291003115803211594237

0291003115803211594237



SEE SHEET 1 FOR SITE PLAN CONTINUATION