

After recording return to:
D. R. Repass, P.A.
D. R. Repass, Esq.
111 Solana Road, Suite B
Ponte Vedra Beach, FL 32082

TEMPORARY FILL DIRT EASEMENT AGREEMENT

THIS TEMPORARY FILL DIRT EASEMENT AGREEMENT is executed this 5th day of October, 2021, by DIAMOND TIMBER INVESTMENTS, LLC, a Florida limited liability company, whose post office address is 1200 Riverplace Boulevard, Suite 200, Jacksonville, FL 32207 and VCP-REAL ESTATE INVESTMENTS, LTD, a Florida limited partnership, as successor by merger to Diamondback Investors, Ltd., an inactive Florida limited partnership, whose address is 3030 Hartley Road, Suite 310, Jacksonville, FL 32257 (collectively "Grantor") and HAWK NORMANDY, LLC, a Delaware limited liability company, whose post office address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, FL 33607 ("Grantee").

RECITALS

- A. Grantor is the owner of those certain parcels of land located in Duval County and described on the attached Exhibit "A" (hereinafter referred to as the "Pond Site");
- B. Grantee owns lands in close proximity to the Pond Site that is identified as Diamond Timber Trails West Parcel and previously purchased from Grantor ("Diamond Timber Trails West Parcel").
- C. Grantor has agreed to grant an easement to Grantee and its successors and assigns to allow Grantee to remove and use fill material from the Pond Site subject to the terms and conditions of this Easement Agreement and only to the extent necessary for development of the Diamond Timber Trails West Parcel.

NOW, THEREFORE, Grantor and Grantee, for and in consideration of the sum of Ten Dollars and other valuable consideration paid by Grantee, the sufficiency of which is hereby acknowledged, and of the mutual covenants and promises set forth below, agree as follows:

- 1. **Recitals.** The recitals set forth above and true and correct and are hereby incorporated into this Easement Agreement.
- 2. **Grant of Easement.** Grantor hereby grants, bargains and conveys to Grantee, its successors and assigns, as the owner of the Diamond Timber Trails West Parcel, as well as Grantee's contractors, the temporary right, privilege and authority to remove and use soil material from the Pond Site by dredging or excavation but only for the purpose and to the extent necessary to fill and develop portions of the Diamond Timber Trails West Parcel subject to the terms and conditions of this Easement Agreement.
- 3. **Permitting.** Grantee shall be responsible for obtaining all necessary permits or permit modifications from the SJRWMD, Duval County, and any other governmental agency having jurisdiction to authorize removal of soil from the Pond Site prior to commencing such work ("Permits"). Grantor shall sign any owner's authorizations required to enable Grantee or its consultants to obtain the Permits.

4. **Compliance.** Grantee shall comply with all terms and conditions of the applicable Permits and any other applicable laws, rules, or regulations. Grantee shall indemnify and hold harmless Grantor from and against any liability arising out of Grantee's activities contemplated under this Easement Agreement and/or for violation of the Permits and/or applicable laws.

5. **Covenant Running With the Land and Expiration of Easement.** The benefits and burdens of this Easement Agreement shall be binding upon the successors and assigns of Grantor and Grantee and upon all persons acquiring an interest thereunder, and shall be a covenant running with the title to the Pond Site and the Diamond Timber Trails West Parcel. Grantee acknowledges that this Easement is a temporary easement and shall only be used to the extent necessary to develop the Diamond Timber Trails West Parcel. In the event Grantee secures all the necessary fill dirt for development of the Diamond Timber Trails West Parcel from an alternate source, this Easement shall be deemed to automatically expire and be of no further force and effect. In addition, this Easement shall automatically expire upon the expiration of 5 years from the date of this Easement. Grantee agrees to execute a release if requested by Grantor upon expiration of the Easement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered

in the presence of:

WITNESSES:

Diamond Timber Investments, LLC , a Florida limited liability company

Sign: CS Taylor

Witness #1

By: Longleaf Timber Company, Inc., a Florida Corporation, its Manager

Print: C S Taylor

Sign: D.R. Repass

Witness #2

By: [Signature]

Name: R. Lee Smith

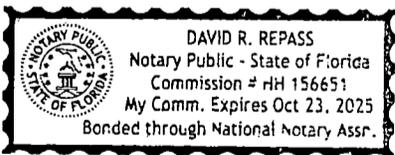
Print: D.R. Repass

Title: President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was executed and acknowledged before me by means of physical presence or online notarization, this 28th day of September, 2021, by R. Lee Smith as President of Longleaf Timber Company, Inc., who is the Manager of Diamond Timber Investments, LLC, a Florida limited liability company on behalf of the company. He is personally known to me or did produce _____ as identification.



David R. Repass

Notary Public, State of Florida at Large

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered

in the presence of:

WITNESSES:

VCP-Real Estate Investments, Ltd., a Florida limited partnership, as successor by merger to Diamondback Investors, Ltd., an inactive Florida limited partnership

Sign: *Jason D. Floyd*
Witness #1

Print: Jason D. Floyd

By: VCP-Real Estate Investments, Inc., a Florida corporation, its general partner

By: *Clarence S. Moore*

Name: Clarence S. Moore

Title: Vice President

Sign: *Rebecca L. White*
Witness #2

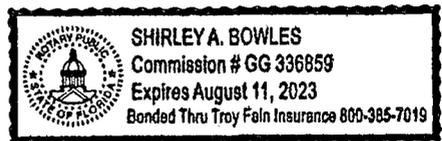
Print: Rebecca L. White

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was executed and acknowledged before me by means of physical presence or online notarization, this 29th day of September, 2021, by Clarence S. Moore, as Vice President of VCP-Real Estate Investments, Inc., a Florida corporation, which is the general partner of VCP-Real Estate Investments, Ltd., a Florida limited partnership on behalf of the company. He is personally known to me or did produce _____ as identification.

Shirley A Bowles
Notary Public, State of Florida at Large

(Notary Stamp)



(Notary Stamp)

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered

in the presence of:

WITNESSES:

Hawk Normandy, LLC, a Delaware limited liability company

Sign: [Signature]

Witness #1

Print: Karessa Boyd

By: [Signature]

Name: John Ryan

Title: Manager

Sign: [Signature]

Witness #2

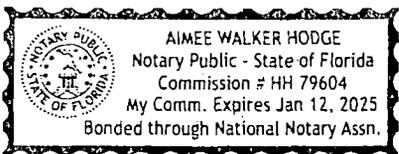
Aimee Walker Hodge

Print: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was executed and acknowledged before me by means of physical presence or online notarization, this 5th day of OCTOBER 2021, by John Ryan, as Manager of Hawk Normandy, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or did produce _____ as identification.



[Signature]

Notary Public, State of Florida at Large

(Notary Stamp)

EXHIBIT "A"

DESCRIPTION OF LANDS SURVEYED: BORROW PIT 1

PARCEL IDENTIFICATION 001247 1000

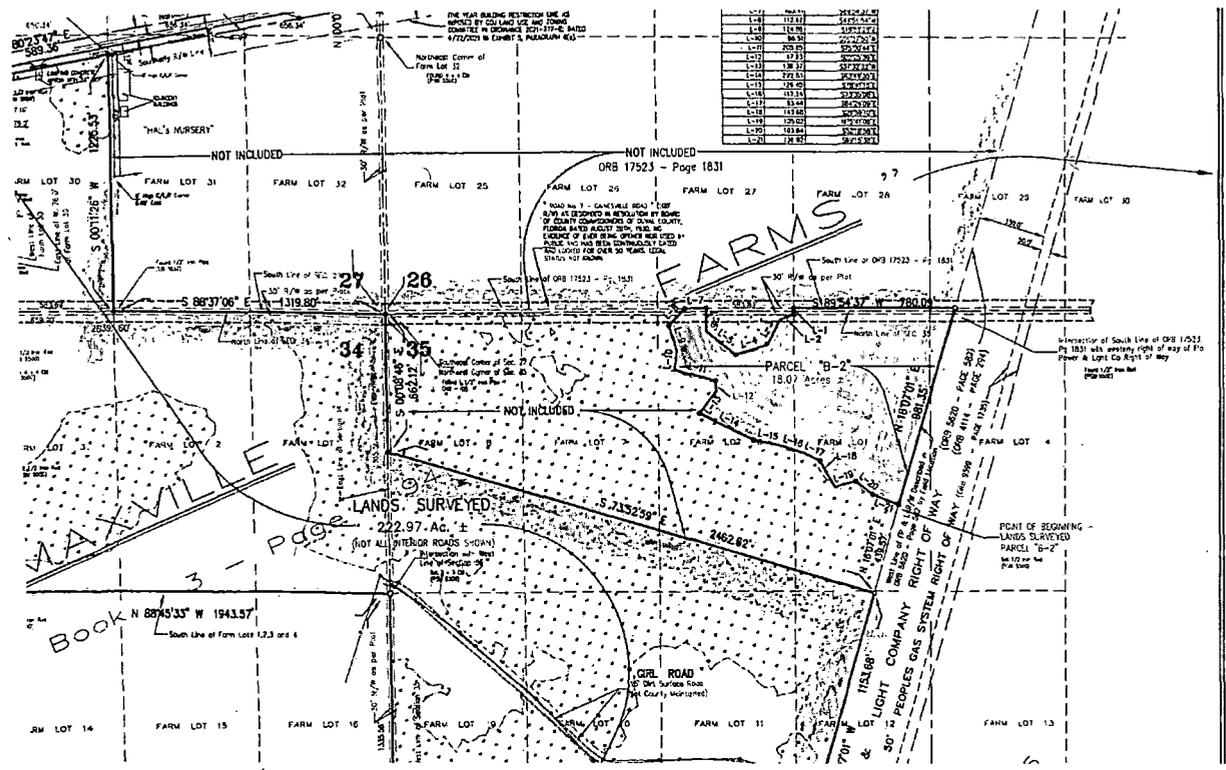
A Tract of land situated in a Portion of Section 33, Township 3 South, Range 23 East, as shown on Plat of "Maxville Farms" recorded in Plat Book 3 on page 94 of the Public Records of Duval County, Florida; Said Tract being more particularly described as follows:

Begin at an Iron Pipe at the 1/4 Section Corner on the East line of Section 33 (said corner being the Northeast corner of the SE 1/4 of said Section 33) and run S 00 deg 07 min 39 sec E, along said East line, 1348.71 feet to an Iron Rod on a Easterly prolongation of the South line of Farm Lot 17 of said Section 33; thence run S 89 deg 30 min 30 sec W, along prolongation and along the South line of Farm Lots 17 and 18, a distance of 1323.55 feet to an Iron Rod at the Southwest corner of said Farm Lot 18 and the Northeast corner of Farm Lot 30 of said Section 33; thence run S 00 deg 07 min 40 sec E, along the East line of Farm Lot 30, a distance of 1324.44 feet to a concrete monument on the Northerly Maintained right of way line of Maxville - Middleburg Road, a county road; thence run N 88 deg 37 min 06 sec W, along said right of way line, 635.93 feet to a concrete monument; thence run N 01 deg 54 min 15 sec E, 1327.26 feet to an Iron Pipe; thence run N 89 deg 59 min 08 sec W, 656.15 feet to an Iron Pipe on the easterly right of way line of said Maxville - Middleburg Road; thence run N 00 deg 02 min 22 sec E, along said right of way line, 1337.23 feet to a concrete monument on the North line of said SE 1/4; thence run S 89 deg 32 min 05 sec E, along said North line, 2560.95 feet to the Point of Beginning. Said Tract containing 97.503 acres more or less.

PARCEL B-2: BORROW PIT 2**PORTION OF PARCEL IDENTIFICATION NUMBER 001271 0000**

A Tract of land situated in a Portion of Sections 26 and 35, Township 3 South, Range 23 East, as shown on Plat of "Maxville Farms" recorded in Plat Book 3 on page 94 of the Public Records of Duval County, Florida; Said Tract being more particularly described as follows:

Commence at an Iron Pipe at the 1/4 Section Corner on the North line of Section 34 (said corner being in the centerline of County Road No. 217) and run S 00 deg 07 min 55 sec E, along said centerline, 1342.05 feet to a point on a westerly prolongation of the South of Farm Lot 4 of said Section 34; thence run S 88 deg 45 min 33 sec E, along said prolongation and the South line of said Farm Lot 4, a distance of 40.01 feet to a concrete monument on the Easterly right of way line of said County Road No. 217; thence run N 00 deg 07 min 55 sec W, along said right of way line, 656.20 feet to an Iron Pipe at the northwest corner lands described in Official Records Book 18637 on Page 2337 (Formerly Official Records Book 17537, Page 225) of the public records of said county; thence continue N 00 deg 07 min 55 sec W, along said right of way, 584.39 feet to an Iron Pipe and a point of curve; thence run northeasterly along said right of way line with a curve concave southeasterly, said curve having a radius of 50.0 feet, an arc length of 79.86 feet and a chord bearing and distance of N 45 deg 37 min 29 sec E, 71.64 feet to an Iron Rod; thence run N 01 deg 38 min 39 sec W, along said right of way line, 50.0 feet to an Iron Rod on the South line of Section 27; thence run S 88 deg 37 min 06 sec E, along said South line, 645.89 feet to an Iron Rod lying 76.0 feet as measured perpendicular to the west line of Farm Lot 30 of said Section 27 as shown on said Plat; thence leave said south line and run N 00 deg 20 min 41 sec E, parallel with said west line, 1113.14 feet to an Iron Rod on the southerly right of way of Normandy Boulevard (also known as State Road 228); thence run N 80 deg 23 min 47 sec E, along said right of way line, 589.36 feet to an Iron Pipe on the east line of said Farm Lot 30; thence leave said right of way line and run S 00 deg 11 min 26 sec W, along said east line and a southerly prolongation thereof, 1225.53 feet to the south line of said Section 27; thence run S 88 deg 37 min 06 sec E, along said south line, 1319.80 feet Iron Pipe at the southeast corner of said Section 27 and the Northeast corner of said Section 34; thence run S 00 deg 08 min 46 sec E, along the line common to said Section 34 and Section 35, a distance of 662.12 feet to an Iron Rod; thence run S 73 deg 52 min 59 sec E, 2462.62 feet to an Iron Rod on the Westerly line of a 330' Florida Power and Light Company Right of Way for Power Transmission as described in Official Records Book 4114, Page 294 and Official Records Book 5620, page 582 of the public records of said County; thence run N 16 deg 07 min 01 sec E, along said westerly right of way line, 439.57 feet to an Iron Rod and the Point of Beginning; thence continue N 16 deg 07 min 01 sec E, along said westerly line, 981.35 feet to an Iron Rod at the southeast corner of lands described in Official Records Book 17523, Page 1831 of said public records; thence run S 89 deg 54 min 37 sec W, along the south line of the aforesaid lands, 780.09 feet; thence leave said south line and run with the following courses and distances: S 00 deg 03 min 55 sec E, 30.0 feet; S 68 deg 29 min 54 sec W, 72.80 feet; S 26 deg 48 min 09 sec W, 131.76 feet; S 71 deg 58 min 35 sec W, 159.53 feet; N 51 deg 55 min 01 sec W, 183.94 feet; N 00 deg 05 min 23 sec W, 109.53 feet to a point on the aforesaid South line; thence run S 89 deg 54 min 37 sec W, along said south line 103.41 feet; thence leave said south line and run with the following courses and distances: S 44 deg 56 min 54 sec W, 112.47 feet; S 18 deg 53 min 28 sec E, 124.86 feet; S 06 deg 37 min 50 sec W, 96.51 feet; S 75 deg 00 min 44 sec E, 205.85 feet; S 02 deg 25 min 39 sec E, 47.93 feet; S 37 deg 32 min 32 sec W, 136.37 feet; S 63 deg 49 min 35 sec E, 292.83 feet; S 78 deg 41 min 15 sec E, 126.45 feet; S 73 deg 35 min 08 sec E, 117.24 feet; S 64 deg 24 min 09 sec E, 93.44 feet; S 29 deg 59 min 10 sec E, 143.68 feet; N 75 deg 41 min 06 sec E, 105.02 feet; S 52 deg 18 min 58 sec E, 103.84 feet; S 69 deg 15 min 38 sec E, 136.82 feet to the Point of Beginning.



Lot	Area	Acres
L-1	12.11	275.24
L-2	12.11	275.24
L-3	12.11	275.24
L-4	12.11	275.24
L-5	12.11	275.24
L-6	12.11	275.24
L-7	12.11	275.24
L-8	12.11	275.24
L-9	12.11	275.24
L-10	12.11	275.24
L-11	12.11	275.24
L-12	12.11	275.24
L-13	12.11	275.24
L-14	12.11	275.24
L-15	12.11	275.24
L-16	12.11	275.24
L-17	12.11	275.24
L-18	12.11	275.24
L-19	12.11	275.24
L-20	12.11	275.24
L-21	12.11	275.24
L-22	12.11	275.24
L-23	12.11	275.24
L-24	12.11	275.24
L-25	12.11	275.24
L-26	12.11	275.24
L-27	12.11	275.24
L-28	12.11	275.24
L-29	12.11	275.24
L-30	12.11	275.24
L-31	12.11	275.24
L-32	12.11	275.24
L-33	12.11	275.24
L-34	12.11	275.24
L-35	12.11	275.24
L-36	12.11	275.24
L-37	12.11	275.24
L-38	12.11	275.24
L-39	12.11	275.24
L-40	12.11	275.24
L-41	12.11	275.24
L-42	12.11	275.24
L-43	12.11	275.24
L-44	12.11	275.24
L-45	12.11	275.24
L-46	12.11	275.24
L-47	12.11	275.24
L-48	12.11	275.24
L-49	12.11	275.24
L-50	12.11	275.24
L-51	12.11	275.24
L-52	12.11	275.24
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L-61	12.11	275.24
L-62	12.11	275.24
L-63	12.11	275.24
L-64	12.11	275.24
L-65	12.11	275.24
L-66	12.11	275.24
L-67	12.11	275.24
L-68	12.11	275.24
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L-71	12.11	275.24
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L-73	12.11	275.24
L-74	12.11	275.24
L-75	12.11	275.24
L-76	12.11	275.24
L-77	12.11	275.24
L-78	12.11	275.24
L-79	12.11	275.24
L-80	12.11	275.24
L-81	12.11	275.24
L-82	12.11	275.24
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L-84	12.11	275.24
L-85	12.11	275.24
L-86	12.11	275.24
L-87	12.11	275.24
L-88	12.11	275.24
L-89	12.11	275.24
L-90	12.11	275.24
L-91	12.11	275.24
L-92	12.11	275.24
L-93	12.11	275.24
L-94	12.11	275.24
L-95	12.11	275.24
L-96	12.11	275.24
L-97	12.11	275.24
L-98	12.11	275.24
L-99	12.11	275.24
L-100	12.11	275.24