

Prepared by:
Record and Return to:
Crabtree & Fallar, P.A.
8777 San Jose Boulevard
Building A, Suite 200
Jacksonville, FL 32217

**DECLARATION OF PRIVATE PEDESTRIAN EASEMENT
AND MAINTENANCE AGREEMENT**

This Declaration of Private Pedestrian Easement and Maintenance Agreement, hereinafter referred to as "Declaration and Agreement", is made and entered into this 14th day of February, 2007, by and among the Grantor, Shelter Cove Investment Group, LLC, a Florida Limited Liability Company, and Grantee, The Sunset Inlet Condominium Association, Inc.

WITNESSETH:

WHEREAS, the Grantor to this Declaration and Agreement is the fee title owner of all of the property which is described in Exhibit "A" to this Declaration and Agreement, and

WHEREAS, the Grantor wishes to declare the real property described in Exhibit "B" to be a private pedestrian easement for ingress and egress over the property owned by the Grantor hereto, and

WHEREAS, the parties have agreed as to the maintenance and upkeep of the private pedestrian easement in order to ensure Grantee, its members, invitees and guests, pedestrian ingress and egress across Grantor's property to the Atlantic Ocean.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. The property described in Exhibit "B" is hereby declared to be a private pedestrian access easement for ingress and egress to the Atlantic Ocean for the Grantee and its members. The private pedestrian easement shall be perpetual and exclusive to the respective parties stated in this Declaration and Agreement. The easement shall be for the use of all of the Grantee's members (as that term is defined in the Declaration of

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Condominium for The Sunset Inlet Condominium Association, Inc., together with their social and business invitees, guests and tenants, and shall run with the land and inure to the benefit of the members, their heirs, successors and assigns.

2. The parties hereby agree for themselves and their heirs, successors and assigns that the private pedestrian easement shall be maintained in such a condition so as not to impair the access to the Grantor's adjacent property. The determination of the necessity for and degree of maintenance shall be determined by the Grantor, its successors and assigns.

3. The costs and expenses for the maintenance of the private pedestrian easement, as determined in accordance with the terms hereof, shall be paid by Grantee, its successors and assigns.

4. The Grantee hereby covenants that it shall be responsible for performance and payment of the maintenance costs and expenses of the easement as required by this instrument.

5. Grantee shall also cause its insurance carrier to issue liability insurance coverage for the use of the private pedestrian easement by Grantee, its members, guests, invitees and tenants, insuring against all losses, damages and matters arising from Grantees, Grantee's Members, Grantee's guests, invitees and tenants, use of the private pedestrian easement.

EXHIBIT A

**NORTHERLY 75 FEET OF SOUTHERLY 150 FEET OF THAT PART OF
GOVERNMENT LOT 5, SECTION 26, TOWNSHIP 11 SOUTH, RANGE 31 EAST,
FLAGLER COUNTY, FLORIDA**

Unofficial Document

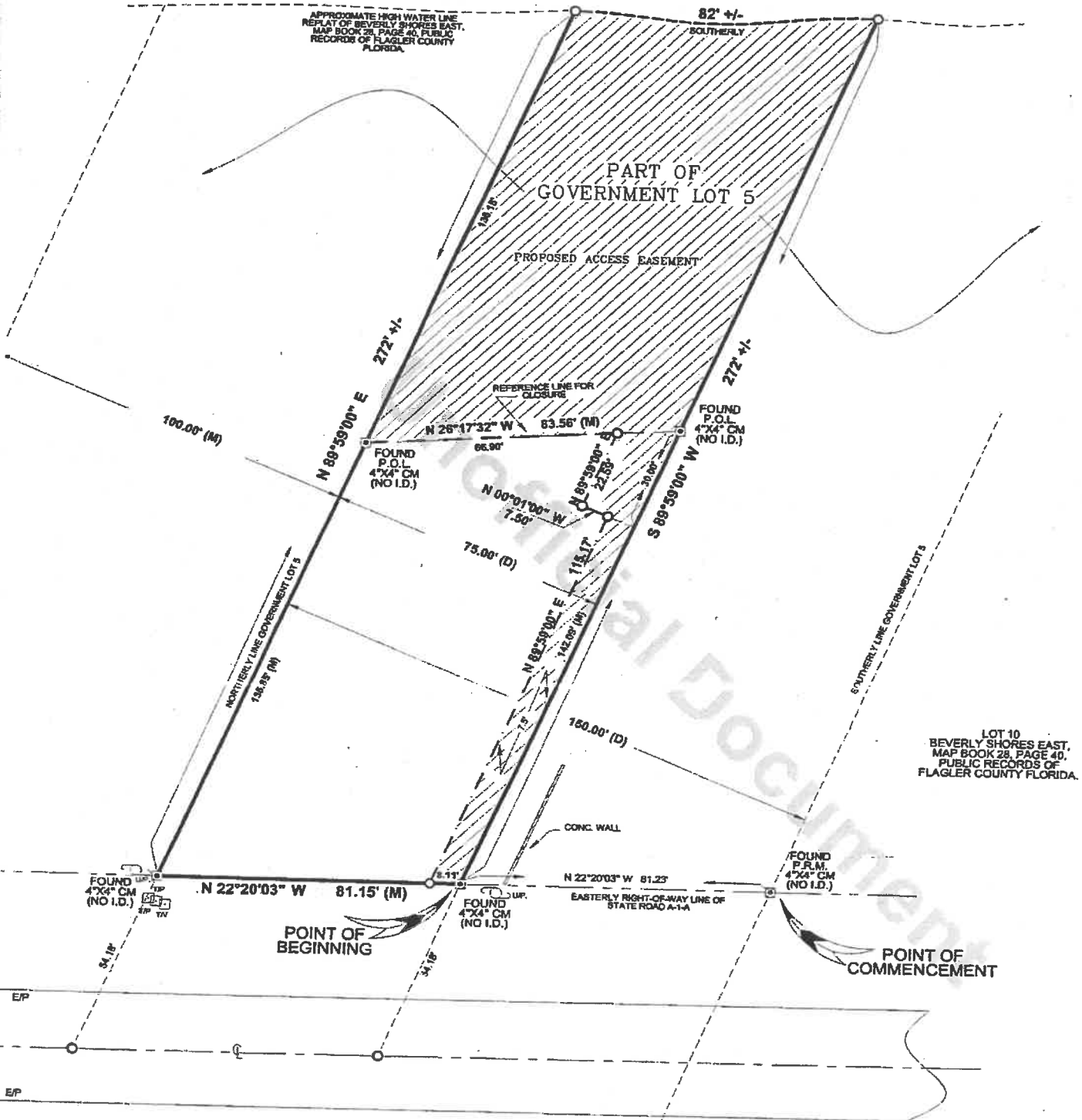
EXHIBIT B PAGE 1

THAT PART OF THE NORTHERLY 75 FEET OF SOUTHERLY 150 FEET OF GOVERNMENT LOT 5, SECTION 26, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA LYING EASTERLY OF STATE ROAD A-1-A, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE INTERSECTION OF THE SOUTHERLY LINE OF GOVERNMENT LOT 5, SECTION 26, TOWNSHIP 11 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE NORTH 22 DEGREES 20'03" WEST ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, DISTANCE OF 81.23 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 22 DEGREES 20'03" WEST ALONG THE ABOVE MENTIONED EASTERLY RIGHT-OF-WAY, A DISTANCE OF 8.11 FEET; THENCE NORTH 89 DEGREES 59'00" EAST, LEAVING SAID RIGHT-OF-WAY, AND RUNNING PARALLEL TO THE SOUTHERLY LINE OF SAID GOVERNMENT LOT 5, A DISTANCE OF 115.17 FEET; THENCE NORTH 00 DEGREES 01'00" WEST, A DISTANCE OF 7.50 FEET; THENCE NORTH 89 DEGREES 59'00" EAST, A DISTANCE OF 22.59 FEET; THENCE NORTH 26 DEGREES 17'32" WEST, A DISTANCE OF 66.90 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY LINE OF THE SOUTHERLY 150 FEET OF SAID GOVERNMENT LOT 5; THENCE NORTH 89 DEGREES 59'00" EAST ALONG SAID NORTH LINE OF THE SOUTH 150 FEET OF GOVERNMENT 5, A DISTANCE OF 136.15 FEET MORE OR LESS TO THE APPROXIMATE HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE SOUTHERLY ALONG THE ABOVE MENTIONED APPROXIMATE HIGH WATER LINE OF THE ATLANTIC OCEAN, A DISTANCE OF 82 FEET MORE OR LESS TO A POINT THAT IS 272 FEET PLUS OR MINUS NORTH 89 DEGREES 59'00" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59'00" WEST, A DISTANCE OF 272 FEET PLUS OR MINUS TO THE POINT OF BEGINNING.

EXHIBIT B PAGE 2

ATLANTIC OCEAN



STATE ROAD A-1-A
 OCEANSHORE BOULEVARD (PER SIGN)
 (100' RIGHT OF WAY)

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals on this Declaration and Agreement on the day and year first above written.

Signed, sealed and delivered in the presence of:

SHELTER COVE INVESTMENT GROUP, LLC a Florida limited liability company
By: Pablo Beach, Inc., a Florida corporation
Its: Managing Member

Patricia J. Lind
PATRICIA J. LIND

Fred Carlson
Its: President

John R. Evans

"Grantor"

Patricia J. Lind
PATRICIA J. LIND
John R. Evans

THE SUNSET INLET CONDOMINIUM ASSOCIATION, INC.

By: Fred Carlson
Its President
"Grantee"

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STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14th day of February, 2007, by Fred Carlson, Managing Member of Pablo Beach, Inc. and as President of The Sunset Inlet Condominium Association, Inc. He produced drivers license as identification.

William Haskin
Notary Public, County and State Aforesaid

Notary Printed Signature

My commission expires: _____

