

**MASTER AGREEMENT FOR EASEMENTS**  
**AND RESTRICTIONS BETWEEN**  
**SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.**  
**AND ADJACENT PROPERTY OWNERS**  
**AND SUPPLEMENTAL DECLARATION**

THIS AGREEMENT, entered into effective this 19<sup>th</sup> day of March, 2008, by and between **SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.**, a Florida not for profit corporation (hereinafter referred to as the "**HOA**"), **LEON MATSIL**, his heirs, successors and assigns (hereafter referred to as "**Matsil**"), and **MAJA WOOD**, her heirs, successors and assigns (hereinafter referred to as "**Wood**").

**RECITALS**

1. **SANDY CREEK AIRPARK, INC.**, a Florida corporation ("Original Declarant") created a Platted sub-division known as Sandy Creek Airpark by recording a sub-division Plat ("Original Plat") at Plat Book 14, Page 11 in the Official Records of Bay County, Florida ("Phase I Land").
2. Original Declarant platted certain additional property to be known as Phase II of Sandy Creek Airpark ("Phase II Plat") by virtue of recording a subdivision Plat at Plat Book 15, Page 88 in the Official Records of Bay County, Florida ("Phase II Land").
3. The Phase I Plat and the Phase II Plat are sometimes collectively referred to as the "Plat".
4. The Phase I Land and the Phase II Land are sometimes collectively referred to as the "Land".

5. The HOA is the successor declarant to that certain Second Amended and Restated Declaration of Covenants and Restrictions for Sandy Creek Airpark, dated July 12, 2007, as recorded in Official Records Book 2965, Page 405 of the Public Records of Bay County, Florida, including but not limited to exhibits thereto (hereafter referred to as the "Declaration"), and is the title holder of certain common areas defined in the Declarations, including the airstrip, roadways and taxiways within the Sandy Creek Airpark Development.

6. The Land is currently subject to the Declaration.

7. Matsil is the owner of the property identified as parcel number 03946-010-001 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit A, and hereafter referred to as Parcel A.

8. Matsil is the owner of the property identified as parcel number 03946-106-000 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit B, and hereafter referred to as Parcel B.

9. Matsil is the owner of the property identified as parcel number 03946-105-000 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit C, and hereafter referred to as Parcel C.

10. Matsil is the owner of the property identified as parcel number 03946-003-000 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit D, and hereafter referred to as Parcel D.

11. Matsil is the owner of the property identified as parcel number 03946-000-001 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit E, and hereafter referred to as Parcel E.

12. Wood is the owner of the property identified as parcel number 03946-010-002 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit F, and hereafter referred to as Parcel F.

13. Matsil is the owner of the property identified as parcel number 03946-012-000 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit G, and hereafter referred to as Parcel G.

14. The HOA is the owner of the property identified as parcel number 03946-001-000 by the Bay County Property Appraiser's Office, the legal description of which is attached hereto as Exhibit H, and hereafter referred to as Parcel H.

### **AGREEMENTS**

In consideration of the mutual covenants and agreements set forth herein, ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their respective heirs, successors and assigns, hereby agree to the following grants, limitations and covenants:

**1. Easements from HOA to Matsil and Wood.**

A. The HOA hereby grants to Matsil, his heirs, successor and assigns, a non-exclusive easement for vehicular and pedestrian traffic over and across that portion of Airway Street as depicted on the Plat from the public right of way of County Road 2297 to the easternmost boundary of Parcel B, for the use and benefit of Parcels A, B, C, and D. Except for the first resurfacing following the execution of this Agreement, Matsil shall be responsible for fifty (50%) percent of the costs of resurfacing or repair of that portion of Airway Street lying within the easement herein granted. The HOA shall provide Matsil with written notice, not less than thirty (30) days prior to execution of any contract for such repair or resurfacing (except for emergency repairs necessary to

maintain access), and afford Matsil the opportunity to obtain a lesser bid in the name of the HOA with identical specifications to other bids to be obtained by the HOA, all reasonably acceptable to the HOA. Matsil shall tender twenty-five (25%) of the final contract price upon execution of the final contract by the HOA and an additional twenty-five (25%) of the final contract price within fifteen (15) days following completion of the work and acceptance of same by the HOA. Any amount, together with interest at 18% per annum, subject to the limitations of Florida law (computed from the due date), costs, and reasonable attorney's fees, shall be a personal obligation of and charge and continuing lien upon all of Parcels B and C until paid, subject to collection and foreclosure in the same manner as assessment liens as described in Article 8 of the Declaration.

B. The HOA hereby grants to Matsil and Wood, and their respective heirs, successors and assigns, a non-exclusive easement for aircraft over and across Airway Street and Parkway Street (as depicted on the Plat) and all currently existing and subsequent aircraft taxiways and aviation facilities within the Land, for the benefit of Parcels A, B, C, D, E, F, and G. Further, the HOA hereby grants to Matsil and Wood, and their respective heirs, successor and assigns, the right of aircraft access onto any subsequent roadways and taxiways to be constructed on the Land from Parcels A, B, C, and F. Matsil (as to Parcels A, B, and C) and Wood (as to Parcel F) shall construct at their respective own cost, any necessary roadways and taxiways to provide such access.

**2. Easement from Matsil to HOA.**

A. Matsil hereby grants to the HOA a perpetual exclusive easement for landscaping over, across, through and under that portion of Parcel D extending approximately fifteen (15) feet from Airway Street, as more particularly described in Exhibit I attached hereto, for the purpose of maintaining entranceway landscaping, at the HOA's expense. This easement shall include rights of ingress and egress and shall include the right of HOA to install irrigation piping and other facilities at HOA's expense. Matsil herein reserves the right to make such curb cuts and entranceways across the easement parcel as Matsil deems necessary and appropriate for access to Parcel D. In the event that Matsil causes damage to or destruction of the landscaping or irrigation system in connection with curb cuts and entranceways for access to Parcel D, Matsil shall repair or replace the damaged or destroyed landscaping and irrigation system to the HOA's reasonable satisfaction, at Matsil's sole expense.

B. Matsil and Wood, for themselves and their respective heirs, successors and assigns, herein covenants and agrees that in the event Parcels A, B, C, D, E, or F are developed with aviation facilities, runways, taxiways, or similar facilities, that the HOA shall be automatically granted a perpetual non-exclusive easement over and across same, provided that nothing herein shall be construed as requiring any such improvements. In the event that Matsil elects to extend the runway into Parcel A and/or to construct additional taxiways on Parcel A to serve the extended runway and the HOA agrees to the extension, Matsil shall pay all costs and expenses of the extension.

**3. Additional Agreements and Restrictions.**

A. Matsil has conveyed to the HOA, by separate warranty deed, a portion of Parcel D which contains the existing Airpark Signage.

B. Matsil hereby subjects and encumbers Parcel G with the Declaration. Parcel G shall be deemed a single lot as defined in the Declaration and shall have all rights, liabilities and obligations of a lot as set forth in the Declaration, including but not limited to a single vote in the HOA and the obligation to pay assessments as a lot owner on and after the date of this Agreement. It is specifically agreed and acknowledged that Parcel G is a mixed use commercial/residential lot and that the existing signage located thereon is conforming to and permitted by the Declaration and the HOA. This Agreement shall be deemed as a supplemental declaration as described in the Declaration for the purpose of subjecting Parcel G to all benefits and obligations of membership in the HOA, and all terms and conditions of the Declaration.

C. The HOA hereby acknowledges and consents to the use of Parcels B and C, or any portions thereof, as a roadway for access to Parcel A, provided that the HOA shall not be obligated to assume any expenses with regards to same.

D. Matsil and Wood hereby restrict the use of their respective Parcels A, B, C, D, E, and F to prohibit the placement, erection or maintenance of any mobile home on any portion of said Parcels. This restriction shall be perpetual and shall run with the land.

E. In addition to the matters set forth in Paragraph 3.D above, Matsil and Wood further restrict Parcels A, B, C, D, E, and F and hereby covenant and agree that any future buildings or improvements placed on their respective Parcels A, B, C, D, E, and F shall conform to the restrictions set forth in the Declaration as to exterior materials, requirements for on-going maintenance and roof, and no improvements of any kind shall

be permitted on these Parcels which would unreasonably restrict or interfere with the aviation operations of Sandy Creek Airpark. Matsil and Wood shall incorporate the requirements in Paragraphs 3.D and 3.E. into any subsequent declaration of restrictions to be placed on their respective properties, provided however, that nothing herein shall be construed as imposing any other restrictions or limitations on building types or size, including both residential and/or commercial uses.

F. The HOA hereby covenants with Matsil and Wood that they, and any of their future successors in interest of and/or tenants of properties within Parcels A, B, C, D, E, and F may utilize the runway identified as Parcel H, and related aviation facilities within the Airpark, provided that such future users shall provide to the HOA a written agreement agreeing to be bound by the HOA's rules and regulations pertaining to the operation of aircraft and further agreeing to pay a fee equal to not more than 50% of the existing HOA annual assessments as they exist on the date of this Agreement as increased annually by 7.5% per annum, or 50% of the then existing HOA annual assessments, whichever is less, initially payable prior to any use and payable at such other times as the annual assessments are payable to the HOA. This fee shall be accessed on a per aircraft basis. Further, any such future users shall not be deemed members of the HOA for any purpose, nor shall they be entitled to any voting rights.

G. Matsil hereby grants to the HOA an irrevocable perpetual non-exclusive right to use the existing logo and artwork, as registered with the State of Florida, Document No. T07000000176, provided that same may be utilized solely for the benefit of the HOA and further provided that any use thereof shall clearly reflect the HOA and shall not be likely to cause confusion with Sandy Creek Airpark Realty, LLC.

**4. Duration and Enforcement.**

The rights, easements and privileges granted herein shall be perpetual commencing on the date of this Agreement, unless otherwise specifically limited herein, and shall be deemed encumbrances on the properties described herein and same shall run with the land described in or attached hereto.

The terms of this Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns, and may be enforced by appropriate action in the courts of Bay County, Florida by any of the parties hereto. In the event any action is brought to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover their reasonable costs and attorney's fees in any trial or appellate proceeding or in any arbitration or mediation (to include costs of paralegals), in addition to any other relief granted by the courts.

IN WITNESS WHEREOF, the parties set their hand effective the date first written above.

Signed, Sealed and Delivered in the presence of:

**SANDY CREEK AIRPARK  
OWNERS ASSOCIATION, INC.**

*Richard D. Turner*  
*Richard D. Turner*  
*Sandra Carpenter*  
Print Name: Sandra Carpenter  
*Thomas S. Powell*  
Print Name: Thomas S. Powell  
*Joel Cowan Sr.*  
Print Name: Joel Cowan Sr.  
*Thomas S. Powell*  
Print Name: Thomas S. Powell

By: *Casey Matsil*  
Casey Matsil, President  
  
By: *Leon Matsil*  
Leon Matsil, Secretary



Print Name: Linda Carpenter  
Linda Carpenter

Richard D Turner  
Print Name: Richard D Turner

Linda Carpenter  
Print Name: Linda Carpenter

Richard D Turner  
Print Name: Richard D Turner

Linda Carpenter  
Print Name: Linda Carpenter

Linda Carpenter  
Print Name: Linda Carpenter

Richard D Turner  
Print Name: Richard Turner

Thomas S. Powell  
Print Name: Thomas S. Powell

JOEL COWAN JR  
Print Name: JOEL COWAN JR

Thomas S. Powell  
Print Name: Thomas S. Powell

JOEL COWAN JR  
Print Name: JOEL COWAN JR

By: Frank Carpenter  
**Frank Carpenter, Director**

By: Todd MacDonald  
**Todd MacDonald, Director**

By: Damian Olivieri  
**Damian Olivieri, Director**

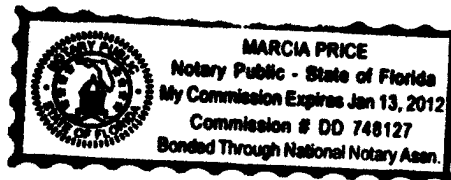
Leon Matsil  
**Leon Matsil**

Maja Wood  
**Maja Wood**

**STATE OF FLORIDA  
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2008, by CASEY MATSIL, President of **SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or presented \_\_\_\_\_ as identification, on behalf of said entity.

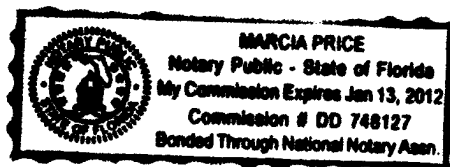
(SEAL) - Marcia Price  
Notary Public  
My commission expires: 1-13-12



**STATE OF FLORIDA  
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of March, 2008, by LEON MATSIL, Secretary of **SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or presented \_\_\_\_\_ as identification, on behalf of said entity.

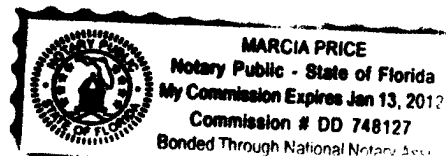
(SEAL) - Marcia Price  
Notary Public  
My commission expires: 1-13-2012



**STATE OF FLORIDA  
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this 19 day of March, 2008, by FRANK CARPENTER, Director of **SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or presented Drivers License as identification, on behalf of said entity.

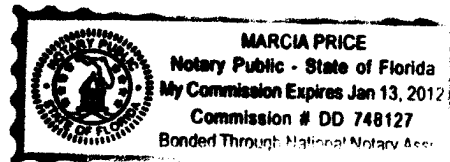
(SEAL) Marcia Price  
Notary Public  
My commission expires: 1-13-12



**STATE OF FLORIDA  
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this 19 day of March, 2008, by TODD MacDONALD, Director of **SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or presented Driver's License as identification, on behalf of said entity.

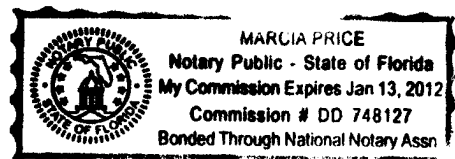
(SEAL) Marcia Price  
Notary Public  
My commission expires: 1-13-12



**STATE OF FLORIDA  
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this 19 day of March, 2008, by DAMIAN OLIVIERI, Director of **SANDY CREEK AIRPARK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, who is personally known to me or presented Driver's License as identification, on behalf of said entity.

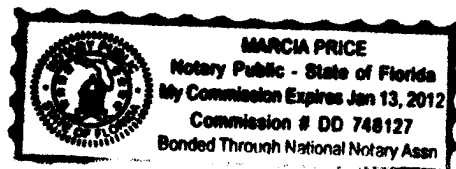
(SEAL) Marcia Price  
Notary Public  
My commission expires: 1-13-12



**STATE OF FLORIDA  
COUNTY OF BAY**

The foregoing instrument was acknowledged before me this 19th day of March, 2008, by **LEON MATSIL**, who is personally known to me or presented as identification.

(SEAL) Marcia Price  
Notary Public  
My commission expires: 1-13-12



**STATE OF FLORIDA  
COUNTY OF BAY**

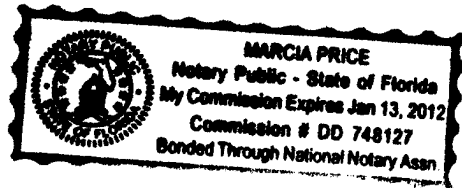
The foregoing instrument was acknowledged before me this 19th day of March, 2008, by **MAJA WOOD**, who is personally known to me or presented as identification.

(SEAL)

Marcia Price

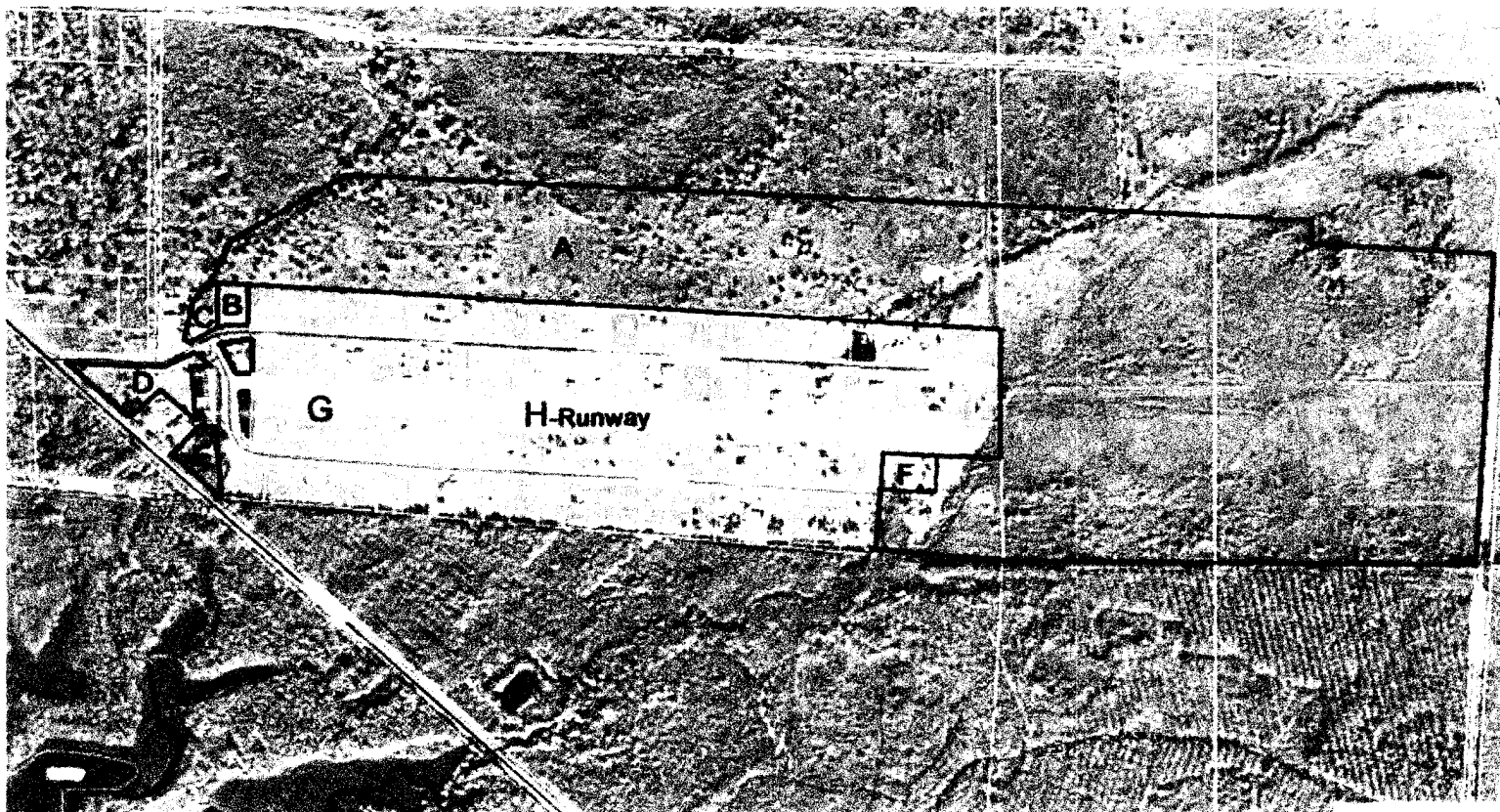
Notary Public

My commission expires: 1-13-12



THIS INSTRUMENT PREPARED BY: JOHN L. GIOIELLO, ESQ., 404 JENKS AVENUE, PANAMA CITY, FLORIDA 32401.

**EXHIBIT "A"**



**Parcel ID #s:**

- A. 03946-010-001
- B. 03946-106-000
- C. 03946-105-000
- D. 03946-003-000
- E. 03946-000-001
- F. 03946-010-002
- G. 03946-012-000
- H. 03946-001-000





Airpark Entrance land to be deeded

DESCRIPTION:

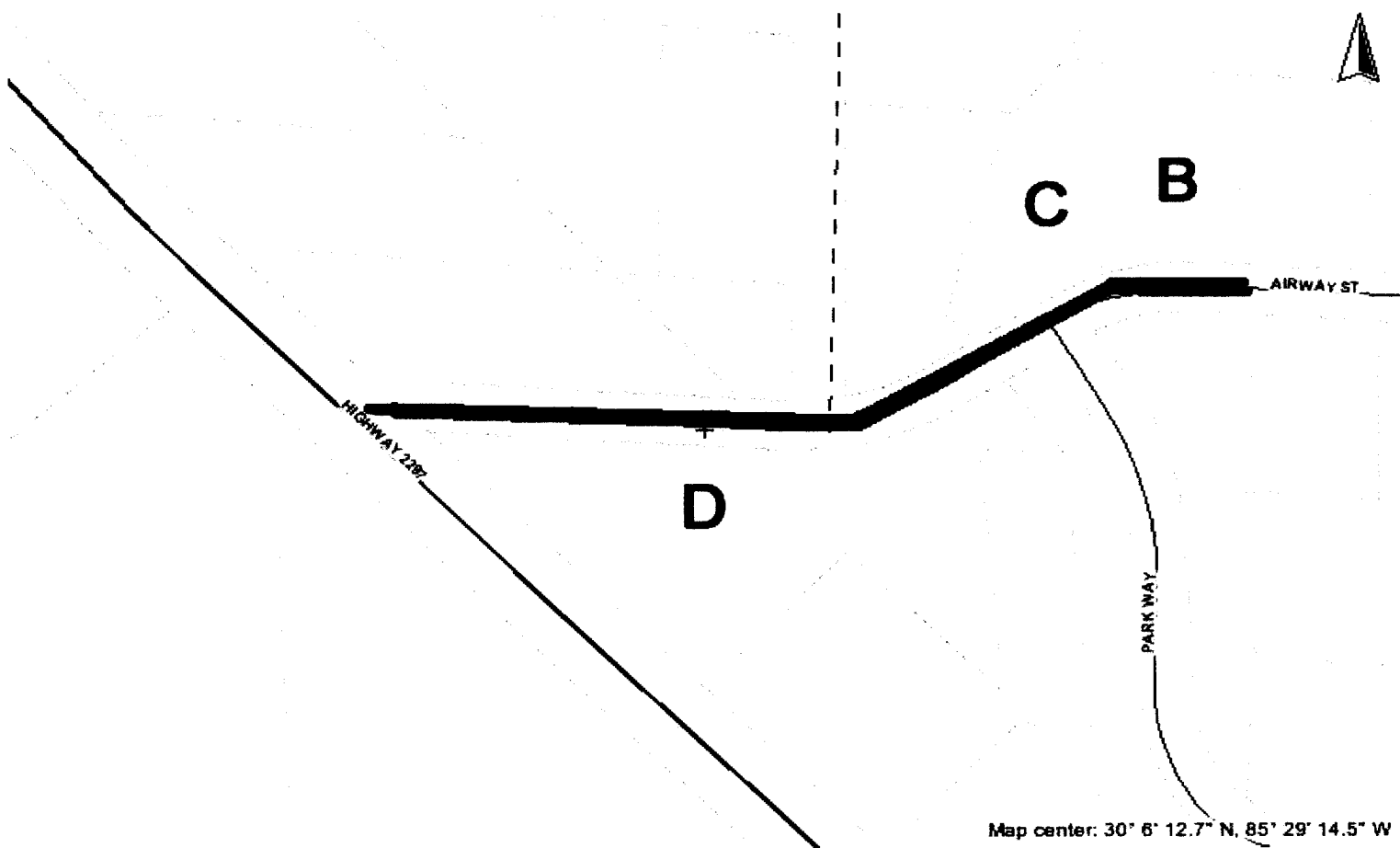
NEW PARCEL ONE  
Begin at the intersection of the Easterly right of way line of County Road No. 2297 (formerly State Road No. 167) and the South right of way line of Air Way (platted Whitley Farm Road), as per plat of Sandy Creek Air Park, recorded in Plat Book 14, page 11, on file with the Clerk of the Circuit Court of Bay County, Florida; thence proceed S.88°38'29"E along said South right of way line for a distance of 126.20 feet; thence leaving said South right of way line, proceed S.03°21'31"W. for a distance of 15.05 feet; thence S.26°17'36"W. for a distance of 75.08 feet to said Easterly right of way line; thence N.45°40'02"W. along said Easterly right of way line for a distance of 128.40 feet to the Point of Beginning.



15 ft landscaping easement

NEW PARCEL TWO  
Commence at the intersection of the Easterly right of way line of County Road No. 2297 (formerly State Road No. 167) and the South right of way line of Air Way (platted Whiteley Farm Road), as per plat of Sandy Creek Air Park, recorded in Plat Book 14, page 11, on file with the Clerk of the Circuit Court of Bay County, Florida; thence proceed S.88°38'29"E. along said South right of way line for a distance of 126.20 feet to the POINT OF BEGINNING; thence continue S.88°38'29"E. along said South right of way line for a distance of 267.29 feet to the point of curvature of a curve, concave to the Northwest, having a radius of 331.65 feet, a central angle of 34°45'00" and being subtended by a chord bearing N.75°59'01"E. for 198.08 feet; thence Northeasterly along said curve an arc distance of 201.15 feet to the point of tangency in said curve; thence N.58°36'31"E. along said South right of way line for a distance of 68.31 feet to the intersection of said South right of way line with the Westerly boundary line of Sandy Creek Air Park Phase II, as per plat recorded in Plat Book 15, page 88, on file with said Clerk of the Circuit Court; thence leaving said South right of way line, proceed S.36°17'58"E. along said Westerly boundary line for a distance of 15.06 feet; thence leaving said Westerly boundary line, proceed S.58°36'31"W., parallel with said South right of way line for a distance of 69.60 feet to a point of curvature of a curve, concave the Northwest, having a radius of 346.65 feet, a central angle of 34°45'00" and being subtended by a chord bearing S.75°59'01"W. for 207.04 feet; thence Southwesterly and being subtended by said South right of way line an arc distance of 210.24 feet to the point of tangency in said curve; thence N.86°38'29"W. parallel with said South right of way line for a distance of 267.29 feet; thence N.03°21'31"E. for a distance of 15.00 feet to the Point of Beginning.

Exhibit "C"



Road easement granted from SCAOA to Matsil on Airway St., from CR 2297 up to easternmost boundary of Parcel B.

FATIC 521-FL  
 Exhibit A to Owner's Title Policy

FIRST AMERICAN TITLE INSURANCE COMPANY

~~EXHIBIT A~~

Issuing Office File No.: 03-349-2.FA

Policy No.: FA-35-895973

A BC

LEGAL DESCRIPTION:

03-349-2.FA

BEGIN AT THE NORTHWEST CORNER OF LOT 1, "SANDY CREEK AIR PARK" ACCORDING TO THE OFFICIAL SUBDIVISION PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, AT PAGES 10 AND 11, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 86°54'04" EAST, ALONG THE NORTH LINE OF SAID "SANDY CREEK AIR PARK" SUBDIVISION, FOR 3750.00 FEET TO THE NORTHEAST CORNER OF LOT 25, SAID "SANDY CREEK AIR PARK" SUBDIVISION; THENCE SOUTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID "SANDY CREEK AIR PARK" SUBDIVISION AND A SOUTHERLY EXTENSION THEREOF, FOR 721.20 FEET TO THE SOUTH LINE OF AN AIR STRIP (HAVING A 200 FOOT WIDE RIGHT OF WAY), SAID SOUTH LINE BEING AN EASTERLY EXTENSION OF THE NORTH LINE OF "SANDY CREEK AIR PARK PHASE TWO" SUBDIVISION, ACCORDING TO THE OFFICIAL SUBDIVISION PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 88, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE NORTH 86°38'32" WEST, ALONG SAID EASTERLY EXTENSION OF NORTH LINE, FOR 586.41 FEET TO THE NORTHEAST CORNER OF LOT 72, SAID "SANDY CREEK AIR PARK PHASE TWO" SUBDIVISION; THENCE SOUTH 03°21'28" WEST, ALONG THE EAST LINE OF SAID "SANDY CREEK AIR PARK PHASE TWO" SUBDIVISION, FOR 581.20 FEET TO A POINT OF INTERSECTION WITH A LINE MONUMENTED BY ST. JOE PAPER COMPANY AS BEING THE SOUTH LINE OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA AND DESCRIBED PER QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 1325, AT PAGE 1624, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 85°03'20" EAST, ALONG SAID MONUMENTED LINE AS PER QUIT CLAIM DEED, FOR 602.84 FEET; THENCE SOUTH 89°49'14" EAST, ALONG SAID MONUMENTED LINE BY ST. JOE PAPER COMPANY AS NOW BEING THE SOUTH LINE OF SECTION 29, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA, AS PER SAID QUIT CLAIM DEED, FOR 2393.69 FEET TO THE WEST RIGHT OF LINE OF OLD ALLANTON ROAD (HAVING AN 80 FOOT WIDE RIGHT OF WAY); THENCE NORTH 02°22'21" EAST, ALONG SAID WEST RIGHT OF WAY LINE, FOR 1706.88 FEET; THENCE, LEAVING SAID WEST RIGHT OF WAY LINE OF OLD ALLANTON ROAD, NORTH 86°53'37" WEST FOR 937.57 FEET; THENCE NORTH 02°26'14" EAST FOR 128.37 FEET; THENCE NORTH 86°53'37" WEST FOR 5233.32 FEET TO A POINT OF INTERSECTION WITH A NORTHERLY EXTENSION OF THE EAST LINE OF PARCEL 2 OF THE EXPERIMENTAL AIRCRAFT ASSOCIATION, INC. PROPERTY AS DESCRIBED PER DEED RECORDED IN OFFICIAL RECORDS BOOK 1453, AT PAGE 140, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 22°42'10" WEST, ALONG SAID NORTHERLY EXTENSION OF EAST LINE, FOR 741.14 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE CONTINUE SOUTH 22°42'10" WEST, ALONG SAID EAST LINE OF PARCEL 2, FOR 105.97 FEET TO THE NORTHEAST CORNER OF PARCEL 1 OF THE EXPERIMENTAL AIRCRAFT ASSOCIATION, INC. PROPERTY AS DESCRIBED PER DEED RECORDED IN OFFICIAL RECORDS BOOK 1453, AT PAGE 134, IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 13°26'43" WEST, ALONG THE EAST LINE OF SAID PARCEL 1, FOR 152.21 FEET; THENCE, CONTINUING ALONG SAID EAST LINE, SOUTH 47°16'41" EAST FOR 40.53 FEET TO THE NORTH RIGHT OF WAY LINE OF AIR WAY (HAVING A 60 FOOT WIDE RIGHT OF WAY); THENCE NORTH 58°36'04" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAID AIR WAY, FOR 102.47 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 272.15 FEET; THENCE NORTHEASTERLY, ALONG SAID CURVING NORTHERLY RIGHT OF WAY LINE, FOR AN ARC DISTANCE OF 163.86 FEET, SAID ARC HAVING A CHORD OF 161.40 FEET AND BEARING NORTH 75°51'00" EAST TO THE POINT OF TANGENCY IN SAID CURVE; THENCE SOUTH 86°54'04" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR 50.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, "SANDY CREEK AIR PARK" SUBDIVISION; THENCE, LEAVING SAID NORTHERLY RIGHT OF WAY LINE OF AIR WAY, NORTH 00°34'33" WEST, ALONG THE WEST LINE OF SAID LOT 1, FOR 228.01 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN AND BEING A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 4 SOUTH, RANGE 12 WEST, BAY COUNTY, FLORIDA.

BOOK: 2084      PAGE: 763  
OFFICIAL RECORDS

PARCEL I:  
Begin at the intersection of the Easterly R/W line of County Road No. 2297 and the South R/W line of Air Park Boulevard (Whitley Farm Road); thence S86°38'29"E along said North R/W line for 393.49 feet to the P.C. of a curve concave to the North having a radius of 331.65 feet; thence Northeast along said curving R/W for an arc distance of 201.15 feet, said arc having a chord of 198.08 feet, bearing N75°59'02"E to the P.T. of said curve; thence N58°36'31"E for 68.31 feet to the West line of Sandy Creek Air Park Phase 2 as per plat recorded in Plat Book 15, Page 88, of the Public Records on file with the Clerk of the Circuit Court of Bay County, Florida; thence S36°17'58"E along said East line for 113.52 feet to the Northeast Corner of the Sandy Creek Sewer Treatment Plant Site; thence along the North side of said treatment plant site for the following courses: thence N86°38'03"W for 123.78 feet; thence S05°09'33"E for 296.29 feet; thence N45°50'31"W for 245.41 feet; thence S44°07'59"W for 200 feet to the Easterly R/W line of County Road No. 2297; thence Northwesterly along said Easterly R/W line 417 feet, more or less, to the Point of Beginning.

D

PARCEL II:  
Commence at the intersection of the Easterly R/W line of County Road No. 2297 and the South R/W line of Air Park Boulevard (Whitley Farm Road); thence Southeast along the Easterly R/W line of said County Road No. 2297 for 717.23 feet to the Southwest Corner of Sandy Creek Sewer Treatment Plant Site and the Point of Beginning; thence continue Southeast along said R/W line for 371.80 feet to the West line of Sandy Creek Air Park Phase 2, as per plat recorded in Plat Book 15, Page 88, of the Public Records on file with the Clerk of the Circuit Court of Bay County, Florida; thence N06°55'47"W along said West line for 134.57 feet; thence continue along said West line N05°10'02"W for 268.31 feet to the Southeast Corner of Sandy Creek Sewer Treatment Plant Site; thence Westerly along the South line of said site for the following courses: thence N86°38'51"W for 91.31 feet; thence S45°52'01"E for 5.43 feet; thence S44°07'59"W for 200 feet to the Point of Beginning.

E

N 120



N 03°21'28" E 208.80'

LEGEND

SYMBOLS AND ABBREVIATIONS

POINT OF COMMENCEMENT	
P.O.C.	POINT OF BEGINNING
T.	TOWNSHIP
R.	RANGE
N.	NORTH
E.	EAST
S.	SOUTH
W.	WEST
D.	DEGREES OR FEET
M.	MINUTES OR INCHES
S.	SECONDS OR INCHES
F.D.	FOUND
⊙	MAN HOLE
CORNER	
NO.	CORNER NUMBER
CONC.	CONCRETE
R/W	RIGHT OF WAY
TYP.	TYPICAL
LP.	IRON PIPE
LR.	IRON ROD
ID.	IDENTIFICATION
BRC.	BEARING
ELEV.	ELEVATION
BM	BENCH MARK
BLK	BLOCK
C	CENTERLINE

DESCRIPTION:

NEW PARCEL  
Beginning at the Northeast corner of Lot 72, Sandy Creek Air Park Phase II, as per plat recorded in Plat Book 13, page 84, on file with the Clerk of the Circuit Court of Bay County, Florida; thence S.03degrees21'28"W, along the East line of said Lot 72 for a distance of 208.80 feet to the Southeast corner of said Lot 72 and the North right of way line of a 100 foot Driveway and Driveway Easement; thence S.88degrees33'32"E, along said North right of way line for a distance of 270.00 feet to the leaving said North right of way line, run N.03degrees21'28"E, for a distance of 208.80 feet to the South right of way line of a 200 foot Air Strip; thence N.88degrees33'32"W, along said South right of way line for a distance of 270.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- 1) THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING THE TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS THAT COULD AFFECT THE BOUNDARIES.
- 2) RECORD MEASUREMENTS ARE SHOWN IN PARENTHESES W. FOUND TO BE OTHER THAN ACTUAL. ACTUAL DIMENSIONS TAKE PRIORITY OVER SCALED DIMENSIONS.

## Parcel G

This is the legal for 12908 Airway which is going to get annexed into the Airpark with a supplemental decleration.

### DESCRIPTION:

BEGIN AT THE SOUTHWEST CORNER OF LOT 48, SANDY CREEK AIR PARK, AS PER PLAT RECORDED IN PLAT BOOK 14, PAGES 11 & 12, OF THE PUBLIC RECORDS ON FILE WITH THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA. THENCE N.86°34'39"W. ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 48, FOR 83.90 FEET TO THE EAST RIGHT OF WAY LINE OF PARK WAY, WHICH IS A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 358.60 FEET; THENCE NORTHWESTERLY ALONG SAID EAST RIGHT OF WAY LINE FOR AN ARC DISTANCE OF 117.63 FEET, SAID ARC HAVING A CHORD OF 117.10 FEET BEARING N.19°39'09"W. TO THE P.T. OF SAID CURVE; THENCE N.29°02'58"W. FOR 3.94 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADISU OF 460.78 FEET; THENCE NORTHWESTERLY ALONG SAID CURVING RIGHT OF WAY FOR AN ARC DISTANCE OF 92.34 FEET, SAID ARC HAVING A CHORD OF 92.18 FEET BEARING N.34°47'22"W. TO THE SOUTH RIGHT OF WAY LINE OF AIR PARK BOULEVARD (WHITNEY FARM ROAD) WHICH IS A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 212.15 FEET; THENCE NORTHEASTERLY ALONG SAID CURVING RIGHT OF WAY FOR AN ARC DISTANCE OF 115.66 FEET, SAID ARC HAVING A CHORD OF 114.24 FEET BEARING N.77°29'00"E. TO THE P.T. OF SAID CURVE; THENCE S.86°52'10"E. ALONG SAID RIGHT OF WAY FOR 63.88 FEET TO THE NORTHWEST CORNER OF LOT 48, SAID SANDY CREEK AIR PARK; THENCE S.00°37'11"E. ALONG THE WEST LINE OF SAID LOT 48, FOR 215.72 FEET TO THE POINT OF BEGINNING.