

SHARED USE AND MAINTENANCE AGREEMENT
FOR STORMWATER FACILITIES

THIS SHARED USE AND MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into on this 10 day of March, 2025, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave., Holly Hill, Florida 32117 (hereinafter referred to as the "City"), and RON & LEE, LLC, a limited liability company, with a mailing address of 3 Sweetmeadow Court, Ormond Beach, FL 32174 (hereinafter referred to as the "Owner" or "Owner/Developer") (hereinafter referred to individually as "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida and within the corporate limits of the City of Holly Hill, said lands being more particularly described in Exhibit A, Legal Description for the Subject Property (the "Subject Property"), attached hereto and by this reference made a part hereof; and

WHEREAS, the Owner/Developer has clear title of the Subject Property and intends to develop such property as a townhome residential project (the "Project"); and

WHEREAS, the City owns, controls and maintains a stormwater pond located to the north of the Subject Property (the "Stormwater Pond") and has allowed the Owner/Developer to use the Stormwater Pond for stormwater drainage and management for the Project; and

WHEREAS, this Agreement is contingent upon the City establishing a special assessment area including the Subject Property and the City's imposition of a non-ad valorem special assessment against the Subject Property to fund the costs of annual maintenance of the Stormwater Pond area (the "Special Assessment"); and

WHEREAS, the Parties desire to cooperate in the provision of stormwater facilities to support the Project; and

WHEREAS, this Agreement serves as the shared use and maintenance agreement for the Owner/Developer to use and maintain the Stormwater Pond, as further detailed herein.

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings expressed here, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

Section 2. Owner/Developer Use of Stormwater Pond Property. The City grants the Owner/Developer the right to use the parcel of land the Stormwater Pond is located on, and the



pond areas within such parcel, as part of the open space associated with development of the Subject Property.

Section 3. Owner/Developer Maintenance Responsibilities.

- (a) The Owner/Developer shall be responsible for the aesthetic maintenance of the Stormwater Pond, inclusive of both the parcel of land the pond is located on, and the pond areas within such parcel, as further illustrated on Exhibit B, attached hereto (the "Maintenance Area").
- (b) The activities required of the Owner/Developer for aesthetic maintenance of the Maintenance Area shall include the following (collectively, the "Pond Maintenance Services"):
 - a. Mow, trim and edge the Stormwater Pond site once a week during the wet season and once every two weeks during the dry season.
 - b. Perform irrigation maintenance, which will be completed every six months after installation.
 - c. Tree trimming annual maintenance.
 - d. Replenish mulch annually and perform shrub maintenance on as needed bases.
 - e. Repair and restore irrigation if damaged by Pond Maintenance Services.
 - f. Chemical weed and invasive species control of the Stormwater Pond.
 - g. Repair any landscaping and grass that is impacted during the functional maintenance of the Stormwater Pond.
- (c) The City shall have the sole discretion to determine whether a maintenance, repair or replacement is aesthetic or functional. If at any time while the terms of this Agreement are in effect it shall come to the attention of the City that the Owner/Developer's responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, the City Manager or designee may, at his/her sole discretion, issue a written notice to the Owner/Developer to place the Owner/Developer on notice thereof. Thereafter, the Owner/Developer shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies.
 - a. In the event of a major deficiency or deficiencies, the Owner/Developer shall have a more stringent period of (10) ten calendar days within which to correct the cited deficiency or deficiencies. For purposes of this Agreement, "major deficiencies" include but are not limited to substantial structural damage, equipment failures, or any condition that poses an immediate risk to environmental compliance or public safety. If said deficiency or deficiencies are not corrected within these time periods the City may at its option perform the maintenance obligation declared deficient using either the City's or a contractor's material, equipment and personnel. The actual cost for such work (i) will be the responsibility of the Owner/Developer upon Owner/Developer's receipt of an invoice together with supporting documentation sent by the City for actual costs incurred by the City to perform such work; and (ii) may be collected the City

through any legally available means, including but not limited to a non-ad valorem special assessment imposed against the Subject Property. Such assessment may be in addition to the Special Assessments or any other special assessment imposed by the City against the Subject Property.

Section 4. Owner/ Developer Cost Responsibilities. The Owner/Developer shall be responsible for all costs associated with site development work on the Stormwater Pond as it relates to the Project.

Section 5. Special Assessment. Following adoption by the City, the Special Assessment shall commence after approval of the proposed subdivision plans for the Project by the appropriate government body, and prior to recordation of a subdivision plat, Owner/Developer shall provide a maintenance bond, equal to 110% of the estimated maintenance costs under Section 3 of this Agreement, which shall remain in place for one year following plat recording. Prior to the first implementation of the Special Assessment, the Owner/Developer responsibilities outlined in Section 3 of this Agreement shall be the sole cost and responsibility of Owner/Developer. Payment of the Special Assessment shall be a prerequisite for a certificate of occupancy for any newly constructed or developed property within the Subject Property. Following the issuance of a certificate of occupancy, the Owner/Developer responsibilities outlined in Section 3 herein shall transfer to the respective property owners ("Individual Property Owners"), and may be contracted to the Homeowners association ("HOA") upon its establishment to complete the responsibilities set forth herein. The City will direct the Special Assessment funds to the HOA to facilitate the completion of the maintenance work outlined herein. Both the Individual Property Owners and the HOA shall adhere to the maintenance standards established in the Rezoning Agreement.

Section 6. Indemnity. The Owner/Developer agrees and acknowledges that no part of this Agreement shall cause additional costs to the City and that all costs associated with the provision of the Pond Maintenance Services shall be paid for by the Owner/Developer including any successors and assigns. By execution hereof, the Owner/Developer expressly acknowledges that any costs associated with the provision of Pond Maintenance Services, whether incurred before or after the imposition of the Special Assessments by the City, may be recovered by the City through any legally available means, including but not limited to a non-ad valorem special assessment imposed against the Subject Property. The Owner/Developer shall, to the extent and limits authorized by controlling law, indemnify, hold harmless and defend the City from and against all liability and expense, including reasonable attorney's fees and costs, with respect to any and all claims whatsoever for personal injuries or property damage, including loss of use, incurred by the City arising from any negligent or deliberate acts or omissions of the Owner/Developer or its assigns, contractors, employees, officers or agents undertaken with respect to the Owner/Developer's obligations pursuant to this Agreement. Notwithstanding the foregoing, in no event shall Owner/Developer be responsible for defending, indemnifying or holding harmless the City to the extent that any claim is caused by, arises from or is contributed to by the intentional actions, negligence or willful misconduct of the City. The Parties shall in no way be liable to any third party for any costs, expenses, losses, damages, or liabilities incurred by the Owner/Developer or any third party in its use of the City's stormwater pond. Nothing in this Agreement shall inure to the benefit of any third party for the

purpose of allowing any claim against the City which would otherwise be barred under the doctrine of sovereign immunity or otherwise by operation of law.

Section 7. Assignment to Homeowner's Association or Property Owner's Association. The Owner/Developer shall have the right to assign all of its rights and responsibilities under Section 3 of this Agreement to the HOA, provided that the following conditions are met:

- (A) The charter and bylaws of any HOA for the Subject Property and any deed restrictions related thereto shall be furnished to the city for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida.
- (B) The Owner/Developer shall provide written notice to the City of the assignment of responsibilities to the HOA and acceptance of such responsibility by the HOA.

Section 8. Non-Waiver. No failure of either party hereto to exercise any right hereunder or to insist upon strict compliance with any obligations specified herein shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 9. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment of this Agreement shall not be binding upon the Parties to this Agreement unless such amendment is in writing and executed by the Parties to this Agreement.

Section 10. Successors. This Agreement and the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, including subsequent owners of the Subject Property.

Section 11. Conflict Resolution/Breach of Agreement. All disputes shall be governed by the laws of Florida without regards to any conflicts of law provisions and venue of any dispute shall be solely in Volusia County. In the event of any litigation or dispute between the Parties arising out of this Agreement, each Party may recover reasonable attorneys' fees and costs. In the event of a material breach of this Agreement, the non-breaching party shall provide written notice of a breach to the other party. If the other party does not remedy the breach within thirty (30) days after receipt of the written notice, or such additional time as may be reasonably necessary and agreed upon by both Parties to remedy such breach, the non-breaching party may then terminate this Agreement by providing at least thirty (30) days' notice in writing to the other party.

Section 12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be construed to be an original hereof.

Section 13. Notices. Any notice by either party hereto shall be in writing and shall be sent by United States Registered or Certified Mail, postage prepaid, or by a nationally or regionally recognized overnight delivery service that maintains records of delivery (e.g.,



Federal Express), addressed to the party being notified at the address given below or at any other address which said party may from time-to-time hereafter designate to the other in writing:

TO THE CITY:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

With a copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

TO OWNER/DEVELOPER:

Ron & LEE, LLC
3 Sweetmeadow Ct.
Ormond Beach, FL 32174
Attn: Yehuda Morali

With a copy to:

Cobb Cole Law Firm
One Daytona Boulevard, Suite 600
Daytona Beach, FL 32114
Attn: Jessica Gow, Esq.
Emails: Jessica.gow@cobbcole.com

Section 14. City Costs. The Owner/Developer hereby agrees to pay for or reimburse the City for all consultants retained for the review and preparation of the all necessary documents for the creation of this assessment and all recording fees, costs and advertising costs. This is in addition to the filing fees, advertising costs, recording costs and other fees and costs associated with the rezoning of the development. All fees and costs mentioned above must be paid prior to final approval of this Agreement and the rezoning approval by the City Commission.

Section 15. Recording of Shared Use and Maintenance Agreement. This Agreement shall be recorded in the public records of Volusia County, Florida, so that Owner/Developer's Property, as legally described in Exhibit A, and its successors or assigns, shall be made subject to the requirements of this Agreement.

[Remainder of Page Intentionally Blank. Signature Pages to Follow.]



IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates as shown below.

SIGNATURE BLOCKS FOLLOW:

ATTEST:



Kyle Mahanes



CITY OF HOLLY HILL, FL



Joseph A. Forte, City Manager

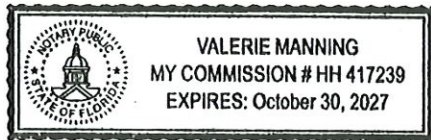


Dated: 2-26-2025

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 26 day of February, 2025 (year), by Joseph A. Forte, who is personally known to me or produced n/a as identification.

NOTARY PUBLIC, STATE OF FLORIDA





Notary Signature



Valerie Manning

Printed Name

Commission No. HH417239
My Commission Expires: Oct. 30, 2027

APPROVED AS TO FORM AND LEGALITY:



Scott Simpson
City Attorney



Exhibit A

Legal Description for the Subject Property



LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



Exhibit B

Description of the Maintenance Area





VICINITY MAP

LEGAL DESCRIPTION: RECORDS BOOK 5888, PAGE 414, PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.

LOT 2, 4, AND 9, EXCEPT THE WESTERN 81.3 FEET THEREOF, BARRIERS RE-SUR IN LOT 18, BLOCK 20, MASON AND CARSHILLS OF HOLLY HILL, M.B. 54, P.C. 164.

LOT 1, 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SURVEY NOTES:

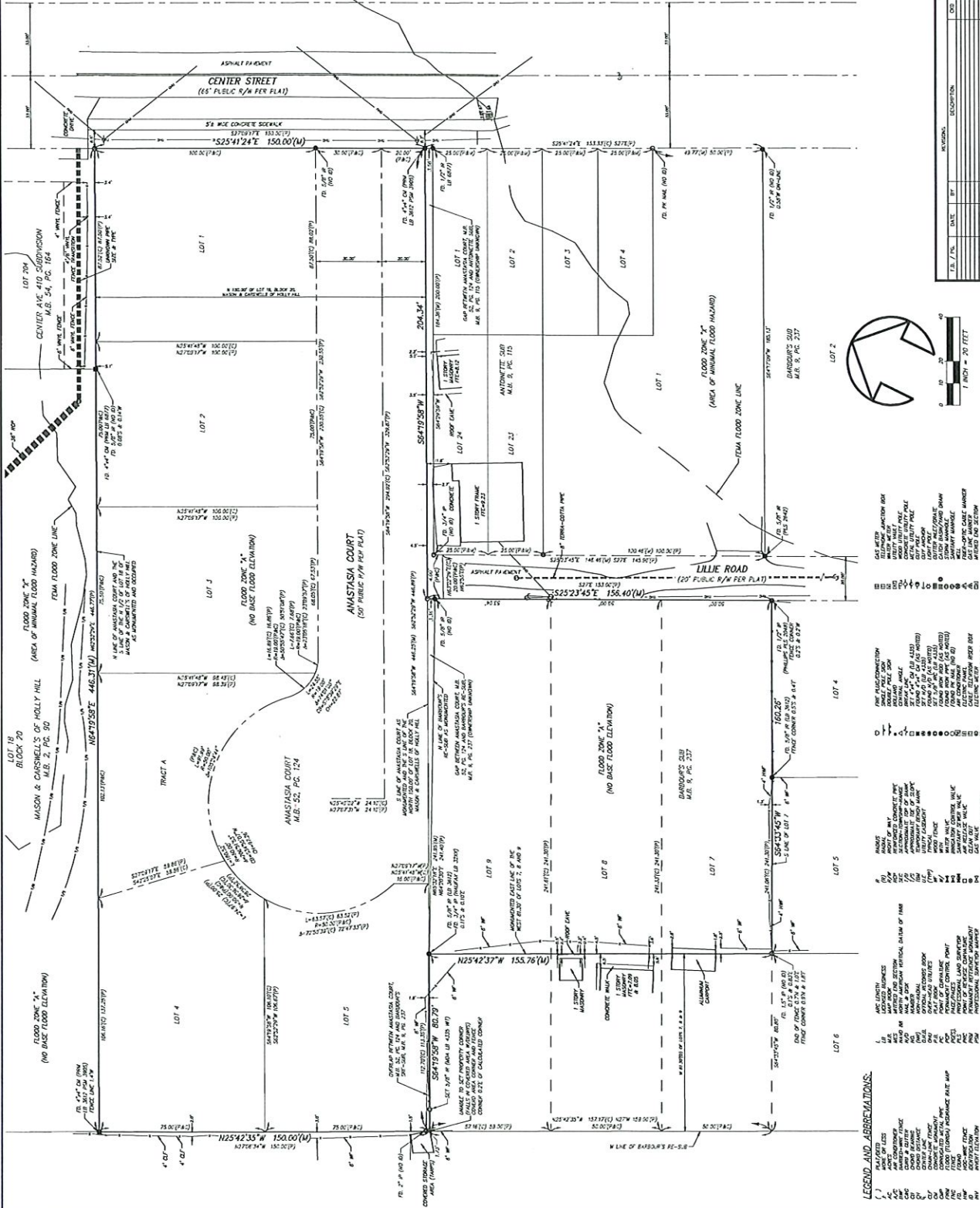
1. THE PROPERTY LINES ARE BASED ON THE PLANS, SURVEY DATA AND COMMERCIAL SURVEYING RECORDS, WITHIN THE BOUNDARIES OF THE SURVEY, WITH A REFERENCE TO THE WESTERN RIGHT-OF-WAY DISTANCE DOWN HIGHWAY AS IN FEET AND DECIMALS THEREOF.
2. THE PROPERTY BOUNDARIES ARE WITHIN ZONE "X" (WITHOUT BASE FLOOD ELEVATION (BFE)) AS SHOWN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD ZONE MAP NO. 12202C001A, VOLusia COUNTY, FLORIDA, EFFECTIVE DATE OF 09/29/2017.
3. UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN ON THIS SURVEY AND ARE NOT TO BE CONSIDERED AS PART OF THE SURVEY UNLESS SHOWN HEREON.
4. LANDS SHOWN HEREON ARE NOT ASSIGNED FOR HIGH-RISE-OF-WAY PURPOSES.
5. THERE MAY BE ADDITIONAL MATTERS AFFECTING THIS PROPERTY THAT EXIST IN THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.
6. IMPROVEMENTS ARE BASED ON EXAMINATION AND INVESTIGATION AND THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY RECORDED HEREON.
7. THE BOUNDARIES OF THIS SURVEY ARE BASED ON THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA, RECORDED IN MAP BOOK 52, PAGE 74, OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA, DISTANCES FOR THE LOT ALONG THE NORTH AND SOUTH LINES, THE CORNER DISTANCES FOR THE LOT ALONG THE EAST AND WEST LINES, AND THE DISTANCE MEASUREMENTS AND POINTS IN THE PLAT AS NOTED.

SURVEYOR'S CERTIFICATE:

I, THE SURVEYOR, HEREBY CERTIFY THAT THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS HAVE BEEN FOLLOWED IN THE CONDUCT OF THIS SURVEY AND THAT THE SURVEY IS ACCURATE AND COMPLETE.



DATE OF SURVEY: 10/17/2023
 DATE OF PLAT: 10/17/2023
 PROJECT NO.: 23-001-001
 SHEET NO.: 1 OF 1



LEGEND AND ABBREVIATIONS:

- 1. LOT AREA
- 2. LOT PERCENTAGE
- 3. LOT DIMENSIONS
- 4. LOT AREA (ACRES)
- 5. LOT AREA (SQ. FT.)
- 6. LOT AREA (SQ. YD.)
- 7. LOT AREA (SQ. MI.)
- 8. LOT AREA (ACRES) (Rounded)
- 9. LOT AREA (SQ. FT.) (Rounded)
- 10. LOT AREA (SQ. YD.) (Rounded)
- 11. LOT AREA (SQ. MI.) (Rounded)
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- 93. LOT AREA (SQ. FT.) (Rounded)
- 94. LOT AREA (SQ. YD.) (Rounded)
- 95. LOT AREA (SQ. MI.) (Rounded)
- 96. LOT AREA (ACRES) (Rounded)
- 97. LOT AREA (SQ. FT.) (Rounded)
- 98. LOT AREA (SQ. YD.) (Rounded)
- 99. LOT AREA (SQ. MI.) (Rounded)
- 100. LOT AREA (ACRES) (Rounded)

