

**THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING SHOULD BE
RETURNED TO:**

SCOTT A. COOKSON, ESQ.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 LEGION PLACE, SUITE 1700
ORLANDO, FL 32801
407-581-9800

ASSIGNMENT OF SHARED AMENITY AND ACCESS AGREEMENT

THIS ASSIGNMENT OF SHARED AMENITY AND ACCESS AGREEMENT (“Assignment”) is made and entered into this 21st day of December, 2023 (the “Effective Date”), by and between **BYRND OG PCP, LLC**, a Florida limited liability company (“Assignor”), whose address is 180 Brookhaven Court South, Palm Coast, FL 32164, and **KL SEMINOLE TRACE LLC**, a Florida limited liability company (“Assignee”), whose address is 14025 Riveredge Drive, Suite 175, Tampa, FL 33637.

WITNESSETH

WHEREAS, Assignor, JTL Grand Landings Holdings LLC, a foreign limited liability company (“JTL”) and the Landings Community Development District (the “CDD”) entered into that certain Shred Amenity and Access Agreement dated December 21, 2023 and recorded at Official Records Book 2836, Page 177 Public Records of Flagler County, Florida (the “Shared Use Agreement”);

WHEREAS, of even date herewith Assignor has conveyed to Assignee the Cascades Phase 1A Property and the Cascades Phase 1B Property referenced in the Shared Use Agreement; and

WHEREAS, Assignor desires to waive and relinquish its rights to terminate the Shared Use Agreement as contained in Section 25 of the Shared Use Agreement; and

WHEREAS, Assignor desires to transfer and assign to Assignee the rights and obligations of Assignor under the Shared Use Agreement, including, but not limited to, the rights to receive the JTL Offsite Contribution as referenced in Section 7(b) of the Shared Use Agreement, and Assignee desires to obtain such rights and obligations, all of which are specifically incorporated herein by reference to the Shared Use Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. **Waiver and Relinquishment of Termination Right.** Assignor hereby waives and relinquishes Assignor's right to terminate the Shared Use Agreement as contained in Section 25 of the Shared Use Agreement.

3. **Assignment.** Assignor hereby assigns, grants, sells, transfers and delivers unto the Assignee, its successors and assigns all of Assignor's rights and obligations under the Shared Use Agreement.

4. **CDD Board Seat.** Assignor hereby assigns, grants, sells, transfers and delivers unto the Assignee, its successors and assigns all of Assignor's rights to appoint one (1) Director to the Board of the CDD.

5. **JTL Offsite Contribution.** Assignor specifically hereby assigns, grants, sells, transfers and delivers unto Assignee, its successors and assigns all of Assignor's rights and obligations under the Shared Use Agreement with respect to the JTL Offsite Contribution as set forth in Section 7(b) of the Shared Use Agreement.

6. **Acceptance of Assignment.** Assignee hereby accepts this Assignment and those rights and obligations under the Shared Use Agreement and otherwise set forth herein. Notwithstanding the foregoing, the rights and obligations accepted and assumed by Assignee shall not include any liabilities imposed by the Shared Use Agreement arising from (a) any acts or omissions, negligence or willful misconduct of Assignor that may have occurred prior to the Effective Date, or (b) any breach of duties of the Assignor under the Shared Use Agreement that may have occurred prior to the Effective Date.

7. **Assignor's Representations.** Assignor represents to Assignee, for itself and its successors and assigns, as follows: (a) Assignor has good right, power, and authority to assign and convey the foregoing rights under the Shared Use Agreement to Assignee; (b) this Assignment has been duly authorized by Assignor and executed on behalf of Assignor by a representative duly authorized to execute the same; (c) Assignor has made no other assignment of the items assigned herein, except to the Assignee; (d) Assignor has satisfied all obligations of under the Shared Use Agreement prior to the Effective Date and is in compliance with, and is not in breach under, the Shared Use Agreement; (e) to the best of Assignor's knowledge, JTL and the CDD are in compliance with, and are not in breach under, the Shared Use Agreement; and (f) the Shared Use Agreement is in full force and effect and has not been modified or amended except as may be reflected in documents recorded among the Public Records.

8. **Construction, Interpretation, and Venue.** This Assignment shall be construed and interpreted in accordance with the substantive laws of the State of Florida, without reference to the principles of conflict of laws of such State. By signing below each party consents to the jurisdiction of the Circuit Courts of Flagler County, Florida and hereby waives any and all objections and/or affirmative defenses to the same.

9. **Waiver or Modification.** This Assignment may be modified, amended, superseded, or canceled, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written document executed by duly authorized officers of each of Assignor and Assignee, or, in the case of a waiver of consent, by or on behalf of the party or parties waiving compliance or giving such consent.

10. **Indemnification.** Assignee hereby agrees to indemnify and hold the Assignor harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Assignee to perform any obligations under or arising out of the Shared Use Agreement arising from and after the Effective Date. Assignor hereby agrees to indemnify and hold Assignee harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorney's and paralegals' fees) arising out of any failure of Assignor to perform any obligations under or arising from the Shared Use Agreement prior to the Effective Date.

11. **Attorney's Fees.** Assignor and Assignee will each be solely responsible for, and bear all of, its own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the assignment and transactions contemplated herein.

Should either party employ an attorney to enforce any of the provisions hereof or to protect its interest in any matter arising out of or related to this Assignment, the prevailing party shall be entitled to all reasonable costs, charges, and expenses, including attorneys' and paralegal fees, through any appellate proceedings, expended, or incurred in connection therewith.

Notwithstanding the foregoing, the parties hereto recognize the benefit of amicable resolution and desire that any future disputes be resolved (or attempt to be resolved) first through alternative dispute resolution. Accordingly, prior to initiating any legal action, the aggrieved party shall offer to engage in mediation and shall give the other party(ies) thirty (30) days to engage in said mediation. In the event either party fails to engage in mediation in good faith (as demonstrated by their non-involvement in the mediation or as determined by the mediator), then said party(ies) shall not recover attorneys' fees at trial or on appeal even if such party(ies) are determined to be the "prevailing party" for purposes of the litigation; in addition, the non-participating party(ies) shall be responsible for the other party's attorney's fees regardless of who prevails. The parties will attempt to agree on a mediator; however, if they are unwilling or unable to do so, then the party responding to the mediation demand shall be permitted to select the mediator.

12. **Binding Obligations.** This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successor and assigns.

13. **Descriptive Headings.** The descriptive heading of the several sections contained in this Assignment are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

14. **Entire Agreement.** This Assignment, including any exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Assignment shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Assignment.

15. **Invalid Provisions.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable, and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. The remaining provisions of the Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Assignment.

16. **Joint Drafting.** The parties acknowledge that each party and its counsel have reviewed, commented on, and approved the Assignment, and that each party is relying solely on its and its counsel's independent judgment as to the legal and/or tax consequences and effectiveness of this Assignment. Further, the parties acknowledge that each party has had the opportunity to make revisions and/or changes to this Assignment and, as a result thereof, that this Assignment shall be treated as having been jointly drafted by the parties hereto; accordingly, this Assignment shall not be construed against either of the parties. The rule of construction providing that ambiguities within the Assignment are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment.

17. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

18. **Recording.** Assignor and Assignee hereby direct that this Assignment be recorded in the public records of Flagler County, Florida to give notice of the terms and conditions set forth herein.

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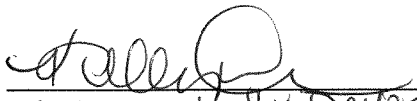
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

WITNESSES:

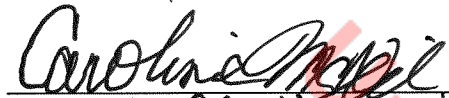
ASSIGNOR:

BYRND OG PCP, LLC, a Florida limited liability company

By: Douglas Property & Development, Inc.,
a Florida corporation, its Manager


Print Name: Kelly Devore
Address of Witness: 145 City Pl.
Ste 301, Palm Coast FL 32169

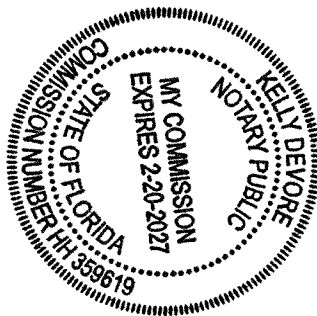
By: 
Name: Jeffrey Douglas
Title: President


Print Name: Caroline McNeil
Address of Witness: 145 City Pl. Ste 301
Palm Coast, FL 32169

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of December, 2023, by Jeffrey Douglas, as President of Douglas Property & Development, Inc., the Manager of **BYRND OG PCP, LLC**, a Florida limited liability company. He is ☒ personally known to me or ☐ has produced a _____ as identification.

(NOTARY SEAL)




NOTARY PUBLIC

Print or Stamp Name _____
My Commission Expires: _____

WITNESSES:

Andrew Hill
 Print Name: Andrew Hill
 Address of Witness: 14025 Riverstone Dr. #175
Tampa, FL 33637

Bryon T. LoPreste
 Print Name: Bryon T. LoPreste
 Address of Witness: 14025 Riverstone Dr. #175
Tampa, FL 33637

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of December, 2023, by James P. Harvey, as Auth. Signatory of **KL SEMINOLE TRACE LLC**, a Florida limited liability company. He is ☒ personally known to me or ☐ has produced a _____ as identification.

GRANTEE:

KL SEMINOLE TRACE LLC, a Florida limited liability company

By: James P. Harvey
 Name: James P. Harvey
 Title: Authorized Signatory

Bryon T. LoPreste
 NOTARY PUBLIC
 Bryon T. LoPreste
 Print or Stamp Name
 My Commission Expires: 01/27/2024

(NOTARY SEAL)

