

**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

Cross Reference To:
Book 2836, Page 1837
Public Records of
Flagler County, Florida

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (this “**First Amendment**”) is made as of the 12th day of November, 2025, by and **BYRND OG PCP, LLC**, a Florida limited liability company (“**Grantor**”) and **KL SEMINOLE TRACE LLC**, a Florida limited liability company, (“**Grantee**”). Grantor and Grantee are each referred to herein individually from time to time as a “**Party**” and collectively, as the “**Parties**”.

RECITALS:

WHEREAS, Grantor and Grantee entered into that certain Easement Agreement with an Effective Date of December 21, 2023 and recorded at Official Records Book 2836, Page, 1837, Public Records of Flagler County, Florida (the “**Agreement**”), to set forth, amongst other things, a Wall Easement Area, as more particularly described in the Agreement; and

WHEREAS, Grantor’s Property, as defined in the Agreement, may be developed into fee simple lots, and

WHEREAS, Grantor and Grantee desire to amend the Agreement to release Grantee from its obligation to construct a wall in the Wall Easement Area in the event the Grantor’s Property is to be developed into fee simple lots, and to otherwise modify the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. **Definitions.** All capitalized terms used in this First Amendment shall have the same meanings indicated for all purposes as set forth in the Agreement unless a contrary meaning is set forth herein.

3. **Berm and Wall.** Grantor and Grantee hereby agree to eliminate Grantee's obligation under the Agreement to construct a wall upon the berm located within that portion of Grantor's Property depicted in Exhibit "E" of the Agreement in the event the Grantor's Property is to be developed into fee simple lots. In exchange for the foregoing, Grantee shall provide additional landscape screening on both sides of the berm in lieu of construction of the wall. In the event the County requires the installation of a wall or fencing upon or along the berm at the time of permitting Grantor's Property, Grantee shall, at its sole cost and expense, construct and install such wall or fencing in compliance with the County's requirements. Grantee shall complete the installation of any such wall or fencing within six (6) months following the recording of the final plat for Grantor's Property.

4. **Agreement in Full Force.** Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern.

5. **Counterparts.** This First Amendment may be executed in two or more identical counterparts. If so executed, each such counterpart is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement.

6. **Recording of First Amendment.** This First Amendment shall be recorded in the Public Records of Flagler County, Florida.

7. **First Amendment Effective Date.** This First Amendment shall become effective on the date last signed by Grantor or Grantee (the "**First Amendment Effective Date**"). This First Amendment may be signed electronically and signed in multiple counterparts.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this First Amendment and have intended the same to be and become effective as of the Amendment Effective Date.

Signed, sealed and delivered in
the presence of:

Print Name: Dorinda Wilson

Address: 9611 N US Hwy 1
Sebastian FL 32958

Print Name: Rebecca A. Johnson

Address: 9611 N US Hwy 1
Sebastian FL 32958

Grantor:

BYRND OG PCP, LLC, a Florida limited liability company

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

By: _____

Print Name: Jeffrey Douglas

Title: President

Date: 11-7- _____, 2025

STATE OF Florida)
COUNTY OF Indian River) ss:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of November, 2025, 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 FL Drivers License as identification.

[seal]



CHEYENNE CAIN
Commission # HH 580509
Expires August 11, 2028

Cheyenne Cain
(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. HH580509

Signed, sealed and delivered in
the presence of:

Darlene J. Miklos
Print Name: Darlene J. Miklos
Address: 14025 Riveredge Dr. #175
Tampa, FL 33637

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

Grantee:

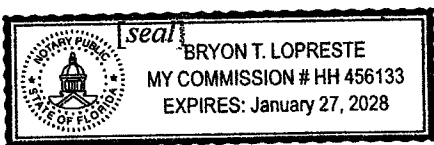
KL SEMINOLE TRACE LLC, a Florida
limited liability company

By: The Kolter Group LLC, its manager

By: James P. Harvey
Name: James P. Harvey
Its: Vice President
Date: November 12, 2025

STATE OF FLORIDA)
) ss:
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me [x] by personal appearance or []
electronically this 12th day of November, 2025, by James P. Harvey, as
Vice President of The Kolter Group LLC, the Manager of **KL SEMINOLE
TRACE LLC**, a Florida limited liability company, on its behalf. He/~~she~~ is [x] personally known
to me or [] has produced _____ as identification.



Bryon T. LoPreste
(Signature of Notary Public)

Bryon T. LoPreste

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. HH456133