

This instrument was prepared by and  
upon recording should be returned to:

Jere Earlywine  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

Reference:  
Easement Agreement, Book 2836, Pages 1837-1856  
First Amendment, Book 3007, Pages 1029-1032

(This space reserved for Clerk)

### **ASSIGNMENT OF EASEMENT AGREEMENT**

**THIS ASSIGNMENT OF EASEMENT AGREEMENT ("Assignment")** is made as of this 17th day of March, 2026, by **KL SEMINOLE TRACE LLC**, a Florida limited liability company, whose address is **14025 Riveredge Dr, Suite 175, Tampa, Florida 33637** ("**Developer**" or "**Assignor**"), in favor of **LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, a unit of special-purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o 219 E. Livingston Street, Orlando, Florida 32801 ("**District**" or "**Assignee**").

(Wherever used herein, the terms "Assignor" and "Assignee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

### **WITNESSTH:**

**WHEREAS**, Assignor is the holder of that certain Easement Agreement dated December 21, 2023, and recorded in Book 2836, Pages 1837-1856 of the Official Records of Flagler County, Florida ("**Easement**"), as amended in that certain First Amendment to Easement Agreement, dated November 12, 2025, and recorded in Book 3007, Pages 1029-1032, of the Official Records of Flagler County, Florida, which Easement encumbers the Easement Areas (as defined in the Easement).

**WHEREAS**, Assignor desires to assign, transfer and convey all of its right, title, and interest in and to the Easement to the District, and the District desires to accept such assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Assignment.

2. **Assignment.** Assignor hereby assigns, transfers, sets over, and conveys to the District all of Assignor's right, title, interest, and obligations under the Easement.

3. **Acceptance and Assumption of Maintenance Obligations.** The District hereby accepts the foregoing assignment and assumes and agrees to perform, observe, and discharge all duties, obligations, covenants, and liabilities of the holder of the Easement arising from and after the effective date of this Assignment, including, without limitation, the obligation to maintain, repair, and replace, as necessary, any and all signage, sign structures, landscaping, hardscaping, irrigation, and other related improvements located within the Easement Area.

4. **Beneficiaries of Easement Rights.** This assignment of the Easement shall be for benefit and use of District and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein.

5. **Indemnification.** The District agrees to indemnify, defend, and hold harmless Assignor and its successors and assigns from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and costs through all levels of proceedings) arising out of or related to the District's ownership, use, maintenance, or operation of the Easement or any improvements within the Easement Area from and after the effective date of this Assignment.

6. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

7. **Severability.** If any provision of this Assignment is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

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

*[signature pages to follow]*

IN WITNESS WHEREOF, Assignor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

## WITNESSES

KL SEMINOLE TRACE, LLC

By: [Signature]  
 Name: Bryon T. LoPreste  
 Address: 14025 Riveredge Dr., #175  
Tampa, FL 33637

By: [Signature]  
 Name: James P. Harvey  
 Title: Authorized Signatory

By: [Signature]  
 Name: Darlene J. Miklos  
 Address: 14025 Riveredge Dr., #175  
Tampa, FL 33637

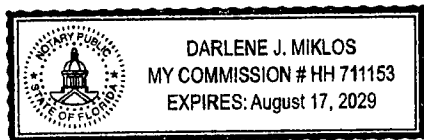
STATE OF FLORIDA  
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of March, 2026, by James P. Harvey as Authorized Signatory of KL Seminole Trace, LLC, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Darlene J. Miklos  
 (Name of Notary Public, Printed, Stamped  
 or Typed as Commissioned)



[CONTINUED ON FOLLOWING PAGE]

This Assignment of Easement Agreement is accepted by:

**WITNESSES**

**LANDINGS COMMUNITY DEVELOPMENT  
DISTRICT**

By: [Signature]  
 Name: Bryon T. LoPreste  
 Address: 14025 Riveredge Dr., #175  
Tampa, FL 33637

By: [Signature]  
 Name: William Fife  
 Title: Vice-Chair

By: [Signature]  
 Name: Darlene J. Miklos  
 Address: 14025 Riveredge 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 18th day of March, 2026, by William Fife as Vice-Chair of Landings Community Development District, a unit of special-purpose local government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Darlene Jean Miklos  
 (Name of Notary Public, Printed, Stamped  
 or Typed as Commissioned)

