

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

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AMENDED AND RESTATED SHARED AMENITY AND ACCESS AGREEMENT

THIS AMENDED AND RESTATED SHARED AMENITY AND ACCESS AGREEMENT (this “**Agreement**”) is entered into as of this 23rd day of April, 2026 (the “**Effective Date**”) by and among: **KL SEMINOLE TRACE, LLC**, a Florida limited liability company (“**KL Seminole Trace**”), **JTL GRAND LANDINGS Development, LLC**, a Texas limited liability company (“**JTL**”), **BYRND OG PCP, LLC**, a Florida limited liability company (“**Byrndog**”) and the **LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended (“**CDD**”). **KL Seminole Trace**, **JTL** and the **CDD** are sometimes together referred to herein as the “**Parties**”, and separately as a “**Party**”.

RECITALS:

WHEREAS, Byrndog entered into that certain Shared Amenity and Access Agreement with **JTL** and the **CDD** recorded January 2, 2024, in Official Records Book 2836, Page 1797, of the Public Records of Flagler County, Florida (the “**Shared Use Agreement**”), in which Byrndog, **JTL**, and the **CDD** agreed to share certain amenities and infrastructure to benefit their properties; and

WHEREAS, Byrndog transferred and assigned to **KL Seminole Trace** its rights and obligations under the Shared Use Agreement as to properties Byrndog conveyed to **KL Seminole Trace** pursuant to that certain Assignment of Shared Amenity and Access Agreement as recorded on January 4, 2024, in Official Records Book 2837, Page 1585, of the Public Records of Flagler County, Florida (the “**Assignment**”); and

WHEREAS, the Shared Use Agreement provided for the **CDD** to construct the Community Amenity (as defined herein) and the parties have now agreed that **KL Seminole Trace**, and not the **CDD** will construct the Community Amenity; and

WHEREAS, the Parties desire to amend and restate the Shared Use Agreement in its entirety as more particularly set forth herein; and

WHEREAS, all of the properties are located in Palm Coast (the “**City**”), Flagler County, Florida and are as generally depicted on the Conceptual Plan attached hereto as **Exhibit “A”** (the “**Conceptual Plan**”); and

WHEREAS, the properties owned by Byrndog shown on the Conceptual Plan are collectively referred to herein as the “**Byrndog Properties**”, the properties shown on the Conceptual Plan owned by **JTL** are collectively referred to herein as the “**JTL Properties**”, the properties owned **KL Seminole Trace** shown on the Conceptual Plan are collectively referred to herein as the “**KL Seminole Trace Properties**” and the property owned (or to be owned by the **CDD** as contemplated herein) shown on the Conceptual

Plan is referred to herein as the “**Amenity Tract**”; and

WHEREAS, the Seminole Trace Properties, portions of the Bryndog Properties and the JTL Properties are within the boundaries of the CDD; and

WHEREAS, the Parties are entering into this Agreement to share amenities, infrastructure and roads to benefit the properties as described herein.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein.
2. **Ratification**. The Parties desire to amend and restate the Shared Use Agreement in its entirety by entering into this Agreement, such that this Agreement shall replace the Shared Use Agreement in its entirety and all agreements between the Parties relating to the construction of the Community Amenity and the funding thereof shall be as set forth in this Agreement. Each of the Parties hereby confirm that the Shared Use Agreement, as amended by this Agreement, is in full force and effect and hereby ratify all actions taken on behalf of such Party with respect to the execution of the Shared Use Agreement by such Party.
3. **Community Amenity**. The Parties agree that KL Seminole Trace shall design, and permit the amenities described herein and pursuant to the terms hereof (the “**Community Amenity**”) on the Amenity Tract, approximately one half of which, as of the Effective Date, is on the KL Seminole Trace Property and one half of which is on the JTL Property. The JTL Property will be designed to accommodate fifty percent (50%) of the stormwater runoff of the Amenity Tract and the Seminole Trace Property will be designed to accommodate the remaining fifty percent (50%); and KL Seminole Trace and JTL shall grant such easements as may be necessary with respect to the stormwater runoff from the Amenity Tract. Within thirty (30) days after the Effective Date, JTL shall grant to KL Seminole Trace an easement in a form reasonably acceptable to JTL and KL Seminole Trace over their portion of the Amenity Tract for the purpose of allowing KL Seminole Trace to construct the Community Amenity on the Amenity Tract pursuant to the Amenity Plans (as defined below). In addition, within the later of (i) five (5) days after the Effective Date, and (ii) five (5) days after receipt of invoices relating to the Amenity Plans and permits, JTL shall pay to KL Seminole Trace the sum equal to fifty percent (50%) of the costs to obtain the Amenity Plans and permits relating thereto, but in no event shall such amount exceed \$100,000.00. Upon obtaining all permits necessary to commence construction of the Community Amenity, KL Seminole Trace shall bid and construct the Community Amenity without the use of any CDD funds but rather from funds contributions by the JTL and KL Seminole Trace as provided below.
 - a. **Amenity Plans and Budget**. Upon conveyance of the Amenity Tract and the monies tendered as provided above, KL Seminole Trace shall design and permit the Community Amenity substantially consistent with the Amenity Plans attached hereto as **Exhibit “B”** (the “**Amenity Plans**”). The Parties agree that the budget for the construction of the Community Amenity shall be for an amount not less than **THREE MILLION FOUR HUNDRED AND NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$3,495,000.00)**, inclusive of design and permitting costs (the “**Budget**”). Upon receipt of the Amenities Plans and Budget, KL Seminole Trace shall provide the same to JTL for review and approval, such approvals not to be unreasonably withheld, conditioned or delayed. In the event JTL has specific suggested changes to the Amenities Plans and/or Budget, such specific suggested changes shall be provided to KL

Seminole Trace on or before ten (10) business days of receipt of the later of the Amenities Plans or Budget. Thereafter, the Parties shall work together in good faith, and KL Seminole Trace shall amend the Amenities Plans and/or Budget as necessary, in order to reach an agreement on the Amenities Plans and Budget. In the event JTL fails to provide specific suggested changes to the Amenities Plans and/or Budget within such ten (10) business day period, JTL shall be deemed to have approved the Amenities Plans and/or Budget, as applicable.

b. Amenity Funding Agreement. JTL and KL Seminole Trace will, in good faith, fund KL Seminole Trace's design, permitting and construction of the Community Amenity based on the estimated fair share as follows:

i. JTL Share. The Parties acknowledge that within fifteen (15) days of notice from KL Seminole Trace to JTL of receipt of all permits required for the commencement of construction of the Community Amenity (along with documentation showing evidence of such permits), JTL will pay to KL Seminole Trace \$250,000.00 of a total commitment of \$1,400,000.00 for the construction of the Community Amenity. Provided that construction has commenced and is continuing, JTL will pay an additional \$250,000.00 to KL Seminole Trace upon request (but no earlier than forty-five (45) days after the prior payment made) until the sum of **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)** (the "**JTL Initial Share**") has been paid to KL Seminole Trace. At such time that all but \$50,000.00 of the total amount of funds paid to KL Seminole Trace for the design, permitting and construction of the Community Amenity have been utilized, JTL shall pay to KL Seminole Trace an additional \$400,000.00 bringing its total contribution of funds for the design, permitting and construction of the Community Amenity to \$1,400,000.00. In no case shall the JTL Share exceed \$1,400,000.00.

ii. KL Seminole Trace's Share. KL Seminole Trace's share for the design, permitting and construction of the Community Amenity shall be equal to the greater of (x) \$1,400,000.00; or (y) \$3,544.00 times the number of lots approved to be developed.

iii. Hook Parcel Share. Notwithstanding Section 2(b)(i), above, in the event that (x) the Hook Parcel (as depicted on the Conceptual Plan) is included within the CDD, (y) owners of lots within the Hook Parcel are granted access to and use of the Community Amenity, and (z) horizontal development is commenced on the Hook Parcel for development of residential lots, the owner of the Hook Parcel shall have an obligation to provide additional funding for the Community Amenity associated with its development of the Hook Parcel and any additional lands added to the Hook Parcel and included within the CDD. Following JTL's total payment to KL Seminole Trace for the Community Amenity reaching \$1,400,000.00 as provided above and the satisfaction of the conditions set forth in (x), (y) and (z) of the first sentence of this paragraph, JTL or its assigns shall pay to KL Seminole Trace for its use to construct the Community Amenity an amount equal to the greater of (x) \$550,000.00; or (y) \$3,544.00 times the number of lots approved to be developed on the Hook Parcel and any additional lands added to the Hook Parcel.

iv. Byrndog Property. Byrndog shall have no obligation, right or liability to fund any improvements contemplated under this Agreement.

v. Default. In the event a Party fails to timely pay their share necessary to construct the Community Amenity, any other Party after providing notice to the defaulting Party may cure such default by (x) paying such share and (y) with such payment may record a lien upon the defaulting Party's property which shall bear interest at the rate of eighteen percent (18%) per annum until paid.

c. Construction of Community Amenity. Upon approval of the Amenity Plans and Budget as described above, KL Seminole Trace shall proceed to permit and construct the Community

Amenity pursuant to the Amenity Plans and Budget. KL Seminole Trace shall select the contractors necessary for construction of the Community Amenity. KL Seminole Trace shall commence construction of the Community Amenity within thirty (30) days of receipt of all permits required for the commencement of construction of the Community Amenity and shall use good faith efforts to complete construction of the Community Amenity on or before eighteen (18) months following such commencement. KL Seminole Trace shall only utilize the funds contributed by JTL for the design, permitting and construction of the Community Amenity. In addition, KL Seminole Trace shall only utilize the funds contributed by JTL in an equal proportion to funds contributed by KL Seminole Trace. For example, in the event a portion of the work required for the Community Amenity costs \$50,000.00, KL Seminole Trace shall use the JTL funds for \$25,000.00 towards such costs and its own \$25,000.00 toward such costs. KL Seminole Trace shall keep JTL reasonably updated with respect to the construction of the Community Amenity and shall provide such supporting documentation as JTL may reasonably request with respect to such work.

d. Changes to Amenity Plans and Budget. During the permitting and construction of the Community Amenity, KL Seminole Trace shall provide JTL any material changes to the Amenity Plans and/or Budget that KL Seminole Trace deems reasonably necessary. KL Seminole Trace shall provide any material changes to JTL for review and approval, such approvals not to be unreasonably withheld, conditioned or delayed. In the event JTL has specific suggested changes to the amended Amenity Plans and/or Budget, such specific suggested changes shall be provided to KL Seminole Trace on or before ten (10) business days of receipt of the later of the amended Amenity Plans or Budget. Thereafter, the Parties shall work together in good faith, and KL Seminole Trace shall amend the Amenity Plans and/or Budget as necessary, in order to reach an agreement on the amended Amenity Plans and Budget. In the event JTL fails to provide specific suggested changes to the amended Amenity and/or Budget within such ten (10) business day period, JTL shall be deemed to have approved the amended Amenity and/or Budget, as applicable.

e. Completion of Community Amenity. Upon the completion of construction of the Community Amenity, JTL and KL Seminole Trace shall convey their portions of the Amenity Tract and their interests in the Community Amenity to the CDD and the Parties shall execute any and all documents necessary to ensure the CDD has fee simple title to the Community Amenity. The CDD shall not be required to purchase the Community Amenity nor the Amenity Tract from any Party or third person nor shall CDD bond funds be utilized for the planning, permitting or construction of the Community Amenity. However, the ongoing upkeep, maintenance and replacements costs relating to the Community Amenity and Amenity Tract shall be included in the operations and maintenance component of the CDD assessments and shall be shared by all property owners subject to the CDD including all the lands subject to this Agreement.

f. Shortfall of Funds and True-Up. Should at any time during the construction of the Community Amenity there is a shortfall in the available funds after KL Seminole Trace and JTL has contributed their applicable share, KL Seminole Trace shall contribute the amount necessary to cover the shortfall. If, at the completion of construction of the Community Amenity, KL Seminole Trace has a surplus of funds tendered as provided in this section, KL Seminole Trace shall return the surplus funds to the Parties in an amount equal to the percentage of their actual contribution toward the costs to construction the Community Amenity. Notwithstanding anything contained herein to the contrary, the JTL Share shall not exceed \$1,400,000.00. Byrndog shall have no obligation to fund any amount as contemplated under this section.

g. Use of Community Amenity. The Community Amenity may be utilized without the payment of separate use fees other than CDD O&M assessments in a CDD budget by owners, tenants and guests of homes constructed within the properties within the CDD. The Community Amenity may not be utilized without the payment of separate use fees by others, including, owners, tenants and guests of

homes constructed within the Multifamily Parcel or other properties not within the CDD. Unless and until the Byrndog Properties are encumbered by debt of the CDD and the Byrndog Properties have an obligation to pay CDD assessments, Byrndog shall have no right to utilize the Community Amenity without the payment of separate use fees.

h. Step-In Rights. In the event KL Seminole Trace fails to timely commence or complete the Community Amenity as and when specified in Section 3.c. above and provided that JTL is not otherwise in default under this Agreement, JTL shall have the right to step-in and complete the Community Amenity. In order to exercise such step-in rights, JTL must first give KL Seminole Trace written notice of KL Seminole Trace's failure to timely commence or complete the Community Amenity, as applicable. KL Seminole Trace shall have thirty (30) days to commence completion of the Community Amenity if the notice from JTL was for KL Seminole Trace's failure to timely commence and will have ninety (90) days to complete the Community Amenity if the notice from JTL was for KL Seminole Trace's failure to timely complete the Community Amenity. Such period of times shall be extended for a reasonable period of time in the event the delays are outside of KL Seminole Trace's control or in the event KL Seminole Trace is proceeding in a commercially reasonable manner with respect to construction of the Community Amenity. In the event JTL steps-in to complete the Community Amenity, (a) KL Seminole Trace shall grant to JTL an easement in a form reasonably acceptable to JTL and KL Seminole Trace over their portion of the Amenity Tract for the purpose of allowing JTL to construct the Community Amenity on the Amenity Tract pursuant to the Amenity Plans; (b) KL Seminole Trace shall assign to JTL the Amenity Plans and related contracts for purposes of allowing JTL to complete the Community Amenity; (c) KL Seminole Trace shall cooperate with JTL to fund the completion of the Community Amenity from the funds provided to KL Seminole Trace pursuant to this Agreement; and (d) JTL shall proceed in a commercially reasonable manner to timely complete construction of the Community Amenity.

4. **CDD.**

a. CDD Board. As of the Effective Date, the Parties acknowledge that JTL has the ability to appoint three (3) of the five (5) members of the board of the CDD and KL Seminole Trace has the ability to appoint two (2) of the five (5) members of the board of the CDD. In the event JTL conveys the Hook Parcel, JTL shall resign one (1) seat on the board of the CDD with the owner of the Hook Parcel appointing a replacement member. All such resignations and appointments shall be conducted in the manner as directed by counsel to the CDD.

b. Cap on O&M for Hook Property. Notwithstanding the expansion of the CDD boundaries to include the Hook Property, prior to development of the Hook Property and provided that the Hook Property has been annexed into the CDD, the Hook Property shall only be assessed its share of the administration operation costs (administrative, legal, accounting, etc.) of the CDD annual budget and not ongoing maintenance, repairs or improvements. Provided that the Hook Property has been annexed into the CDD, following the commencement of horizontal development of the Hook Property, the Hook Property shall be assessed the full amount of the CDD assessments.

5. **Entrances and Main Access Improvements.**

a. General Intent. As provided below with specificity, the Parties desire develop and construct their respective properties consistent with the Conceptual Plan allowing for each party to share utilities and roadways ("**Shared Improvements**"). The Parties desire to allow each other, and their assigns to have vehicular and pedestrian access across the roads and sidewalks within their respective properties so that all owners within the CDD have access to Seminole Woods Parkway and Citation Blvd. Moreover, the Parties desire that the CDD or other governmental entity to own and maintain such Shared Improvements.

b. Construction of Hook Entrance. As part of the initial phase of development of the Hook Property, the then owner of the Hook Property, at such owner's sole cost and expense, shall permit and construct a hard gated entrance to the Hook Property at Seminole Woods Boulevard consistent with the Entrance Plans and in the location identified on the Conceptual Plan (the "**Entrance Improvements**"). The owner of the Hook Property shall select the contractors necessary for construction of the Hook Entrance Improvements. The owner of the Hook Property shall commence construction of the Hook Entrance Improvements within twelve (12) months following commencement of horizontal land development activities within the Hook Property and shall use good faith efforts to complete construction of the Hook Entrance Improvements on or before six (6) months following such commencement. Upon completion of the Hook Entrance Improvements, provided that the Hook Parcel has been annexed into the CDD, the same shall be conveyed to the CDD.

c. Reciprocal Easements. Until the roadways are dedicated or conveyed to the public or conveyed to the CDD, JTL does hereby grant, bargain, sell and convey to KL Seminole Trace and Byrndog a non-exclusive easement on, upon, over, under, across and through all roadways within the JTL Properties, as generally depicted on the Conceptual Plan, for the limited purpose of vehicular and pedestrian access and utilities to such Party's portion of the properties. Until the roadways and utility easements are dedicated or conveyed to the public or conveyed to the CDD, KL Seminole Trace does hereby grant, bargain, sell and convey to Byrndog and JTL a non-exclusive easement on, upon, over, under, across and through all roadways within the KL Seminole Trace Properties, as generally depicted on the Conceptual Plan, for the limited purpose of utilities, vehicular and pedestrian access to such Party's portion of the properties. Until the roadways are dedicated or conveyed to the public or conveyed to the CDD, JTL does hereby grant, bargain, sell and convey to Byrndog and KL Seminole Trace a non-exclusive easement on, upon, over, under, across and through all roadways within the JTL Properties, as generally depicted on the Conceptual Plan, for the limited purpose of utility and vehicular and pedestrian access to such Party's portion of the properties. The foregoing easements shall not include an easement for construction traffic which may be used for the construction of residential units in the parties respective properties; the Parties agree that construction vehicles will be required to have direct access to such Party's portion of the properties.

6. Homeowners' Associations. JTL has caused to be formed a homeowners' association for the JTL Property (the "**JTL HOA**"). KL Seminole Trace shall cause to be formed a homeowners' association for the KL Seminole Trace Properties (the "**Cascades HOA**"). JTL shall cause to be formed a homeowners' association for the Hook Property (the "**Hook HOA**") and collectively with the JTL HOA and the Cascades HOA, the "**Associations**"). Each of the Associations shall be formed and operational at or prior to the filing of the first plat for the respective portion of the Properties.

7. Concurrency Payments and Wetland Mitigation. Nothing herein shall require any Party to contribute towards a concurrency obligation or wetland mitigation obligation that is triggered by the use of another Party's portion of the properties; each Party shall be responsible for concurrency payments and wetland mitigation triggered by the use of the portion of the properties owned by such Party.

8. Shared Improvements.

a. JTL/Cascades Shared Improvements. As between the JTL Property, the KL Seminole Trace Properties, the Parties acknowledge that, other than internal roadways and associated lighting, signage, gates and landscaping, there are no shared improvements between such parcels. JTL shall be responsible for the construction of the roadways and associated lighting, signage, gates and landscaping within the JTL Property (collectively, the "**JTL Shared Improvements**") and KL Seminole Trace shall be

responsible for the construction of the roadways and associated lighting, signage, gates and landscaping within the KL Seminole Trace Properties (collectively, the “**Cascades Shared Improvements**”), as depicted on the Conceptual Plan. Following construction of the JTL Shared Improvements, the JTL HOA shall be responsible for the ongoing maintenance costs for the JTL Shared Improvements and the Cascades HOA shall be responsible for the ongoing maintenance costs for the Cascades Shared Improvements.

b. Offsite Shared Improvements. KL Seminole Trace and JTL shall share in the cost of construction of the following offsite improvements: off-site force main (collectively, the “**Offsite Shared Improvements**”). KL Seminole Trace shall be responsible for the construction of the Offsite Shared Improvements. JTL shall be responsible for \$135,791.00 (the “**JTL Offsite Contribution**”) which shall be placed in escrow with KL Seminole Trace upon the commencement of construction of the Offsite Shared Improvement and released to KL Seminole Trace upon acceptance by the City of Palm Coast. Following construction of the Offsite Shared Improvements and conveyance to the City, the City shall be responsible for the ongoing maintenance costs for the Offsite Shared Improvements. Following construction of the Offsite Shared Improvements, KL Seminole Trace shall grant to JTL a utility easement, if necessary, through the KL Seminole Trace Properties from Seminole Woods Boulevard to the JTL Properties.

c. Step-In Rights. In the event a Party fails to timely satisfy their obligations contained in this Section 8, any other Party may cure such default by satisfying the same on behalf of such defaulting Party and such defaulting Party shall be subject to a lien being filed on their portion of the Properties for the amount expended to satisfy such obligations which lien shall bear interest at the rate of eighteen percent (18%) per annum until paid. In order to satisfy such obligations, the defaulting Party hereby grants to the curing Party such temporary construction easements as may be reasonably necessary and collaterally assigns such plans and permits as may be reasonably necessary.

9. Construction Liens. No right or privilege of any Party to enter upon the property of another pursuant to this Agreement shall permit or empower such Party to encumber the property of the other with construction liens for unpaid work, labor, supplies, or materials. No Party shall suffer or permit any such construction lien to be filed against any property of the other and, in the event of any such construction lien attaching, the Party responsible for such lien shall cause such lien to be released and discharged of record within thirty (30) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. If any Party causes or allows any such construction liens to be filed, and, thereafter, fails to remove same within thirty (30) days of such Party’s actual notice that said lien has been filed, then the owner of such property, at its election, may pay and satisfy the same, or transfer same to other security, and in such event the Party responsible for such lien arising shall reimburse to the owner of such property any and all sums so paid, including interest at the highest rate allowed by Florida law accruing from the date of payment of the lien amount and including all reasonable costs and expenses incurred in connection therewith or in connection with enforcing this provision. Nothing in this paragraph shall prevent a Party from filing a lien against the another Party’s property as provided elsewhere in this Agreement.

10. Limitation on Easements and Liens. Notwithstanding anything contained herein to the contrary, no easements granted, bargained, sold or conveyed or liens filed pursuant to this Agreement shall encumber or be deemed to encumber any platted residential lot within the properties. In the event a Party desires to limit or provide more specificity as to easements granted or liens herein, the Parties shall work together in good faith to accommodate such desire by timely execution of such consents and/or easement or lien modifications as may be reasonably requested.

11. Byrndog Reserved Development Rights. Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that Byrndog, as a prior owner and developer of portions

of the properties, shall retain the following rights, which shall be deemed covenants running with and benefiting Byrndog's retained or future development lands:

- a. Infrastructure Access. Byrndog shall have a non-exclusive right to connect to, use, and access all utilities, roadways, drainage systems, stormwater facilities, and other infrastructure constructed pursuant to this Agreement, on a non-discriminatory basis and consistent with similarly situated properties.
- b. Construction Access. Byrndog shall have the right to utilize all roadways, access points, and infrastructure within the Properties for purposes of construction notwithstanding any restriction contained herein prohibiting construction traffic.
- c. Phasing and Timing. Byrndog shall have no obligation to adhere to any development schedule or phasing imposed by this Agreement and may develop its lands in its sole discretion.
- d. No Cost Participation. Byrndog shall not be obligated to contribute to the cost of construction of the Community Amenity or Shared Improvements, except for standard governmental assessments applicable to all similarly situated property owners.
- e. Non-Interference. No Party shall take any action that would materially impair Byrndog's ability to access, develop, or utilize its lands, including through gating, access restrictions, or infrastructure limitations.
- f. Community Amenity. Nothing herein shall be construed as granting to Byrndog the right to use of the Community Amenity.

12. Indemnification. Each Party hereto shall, at all times, save, defend and keep the other Party free and harmless from any and all damage or liability occasioned by (i) any act of negligence of the indemnifying Party, or of any contractor, agent or employee of the indemnifying Party, or (ii) the exercise by such Party of the rights granted pursuant to this Agreement, excepting, however, that no Party shall be indemnified against loss or liability resulting from its own negligence or the negligence of its contractors, employees or agents.

13. Binding Effect. All terms and provisions of this Agreement are binding upon the Parties hereto and their respective successors and assigns and all rights, privileges, benefits and burdens created hereunder are covenants running with the respective Properties, binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns. The Parties acknowledge each Party may assign its rights and obligations under this Agreement without the consent of any other Party to a Party acquiring such Party's portion of the properties.

14. Further Assurances. In addition to the acts recited herein to be performed by the Parties, the Parties agree to cooperate and perform all further acts as may reasonably be required to perform the tasks contemplated in this Agreement. The foregoing shall include the granting of easements that may reasonably be necessary to carry out the intent of the Parties contained in this Agreement.

15. Enforcement and Remedies.

a. In addition to any rights and remedies as may be expressly set forth elsewhere in this Agreement with regard to any particular default, if any Party defaults in the observance or performance

of its covenants and obligations under this Agreement, any non-defaulting Party shall be entitled, at such non-defaulting Party's option: (i) to file an action against the defaulting Party for specific performance of this Agreement, or (ii) to file an action against the defaulting Party for damages actually incurred by such non-defaulting Party directly resulting from or arising out of such default under this Agreement. Notwithstanding anything else herein to the contrary, in no event will any Party be liable for, or any Party be entitled to recover from the other Party any consequential, indirect, incidental, special, speculative, punitive or exemplary damages relating to this Agreement (collectively, "**Special Damages**"), including but not limited to lost profits, and any claim or right to seek or recover any such Special Damages is hereby expressly waived.

b. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

c. Prior to declaring a default and exercising the remedies described herein, the non-defaulting Party shall issue written notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to understand the default and determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have ten (10) days from receipt of the notice in which to cure the default. If the default is other than for the non-payment of money, the defaulting Party shall have thirty (30) days from receipt of the notice to commence the curing of such default, and the defaulting Party shall diligently and continuously proceed to complete the cure of the default thereafter; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time to cure such default, so long as the defaulting Party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default within a reasonable period of time. If the default has not been cured within the period provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion within a reasonable period of time, the non-defaulting Party may exercise the rights and remedies described herein.

16. **Mediation**. To the extent there is any dispute between the Parties, including as to the interpretation of this Agreement, a Party may demand mediation and each Party agrees to attend such mediation in good faith. All mediation shall be held in Orange County, Florida (unless otherwise agreed by the parties). If a Party desires to mediate the dispute, the requesting Party, shall send written notice to the other Party, which notice shall describe the dispute, identify one or more proposed mediators, and set forth suggested dates for mediation ("**Mediation Notice**"). Within five (5) business days after receipt of a Mediation Notice, the notified Party shall respond in writing, agreeing to the proposed mediator and/or dates or objecting to same, and identifying alternative mediators and/or dates. Any Party which fails to respond in a timely fashion shall be deemed to consent to the mediator(s) set forth in the Mediation Notice or response thereto. If the Parties cannot agree on a mediator or dates, each Party shall select a mediator and the two mediators shall appoint at third. In no event shall mediation take place more than thirty (30) days after the Mediation Notice.

17. **Attorneys' Fees**. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, at trial or on appeal or at any rehearing.

18. **Construction.** Each Party hereto hereby acknowledges that all Parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

19. **Execution and Counterparts.** To facilitate execution, the Parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

20. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand delivered, mailed by registered or certified United States Mail, postage prepaid, return receipt requested, or delivered by overnight courier service or facsimile to the party entitled or required to receive the same at the address specified below or at such other address as may hereafter be designated in writing by any such party, and any notice or other communication given by either party to the other shall be deemed to have been sufficiently given for all purposes when made by personal delivery, upon actual delivery by registered or certified U.S. mail or overnight courier, or upon transmittal by facsimile evidenced by electronic confirmation of transmittal, to wit:

If to KL Seminole Trace:

KL Seminole Trace LLC
Attn: James P. Harvey, Eric Morrisette and Byron
LoPreste
14025 Riveredge Drive, Suite 175
Tampa, FL 33637
E-mail: jharvey@brookfieldkolter.com,
emorrisette@brookfieldkolter.com and
blopreste@brookfieldkolter.com

With copy to Counsel:

Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, FL 32801
Attention: Scott A. Cookson, Esq.
Telephone: 407-581-9800
E-mail: scookson@shuffieldlowman.com

If to JTL:

Mike West
JTL Grand Landings Holdings LLC
16660 Dallas Parkway, Suite 1600
Dallas, Texas 75248
Telephone: (972) 345-0760
E-mail: mwest@rtinvestments.com

With copy to:

Jeffrey R. Douglas
Douglas Property & Development, Inc.
180 Brookhaven Court South
Palm Coast, Florida 32164
Telephone: (561) 252-9905
E-mail: jeff@douglasdpd.com

If to Byrndog:

Jeffrey R. Douglas
Byrndog PCP, LLC
180 Brookhaven Court South
Palm Coast, Florida 32164
Telephone: (561) 252-9905
E-mail: jeff@douglaspd.com

With copy to:

Michael D. Chiumento III
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Telephone: (386) 445-8900
Mail: Michael3@legalteamforlife.com

If to the CDD

Landings Community Development District
c/o George Flint, District Manager
219 E. Livingston Street
Orlando, Florida 32801
Telephone: (407) 841-5524
E-Mail: gflint@gmscfl.com

With copy to Counsel:

Michael D. Chiumento III
Chiumento Law, PLLC
145 City Place, Suite 301
Palm Coast, FL 32164
Telephone: (386) 445-8900
Mail: Michael3@legalteamforlife.com

21. **Interpretation.** The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages thereof shall inure to and be enforceable by, the parties hereto as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Florida. Venue shall be Circuit Court, Flagler County, Florida.

23. **Force Majeure.** Time is of the essence in the performance of the obligations and duties set forth in this Agreement. However, no Party shall be liable for any delay or failure to perform any obligation or duty hereunder if and to the extent such delay or failure to perform is caused by a Force Majeure Event. As used herein, a “**Force Majeure Event**” shall include only the following: fire, explosion, or similar casualty, sabotage, theft, vandalism, riot or civil commotion, acts of terrorism, war, labor disputes, hurricane, tropical storm or tornado, and inclement weather. For the purpose of determining a Party’s performance, or default, under this Agreement, the time periods for performance shall be extended by the number of days lost to Force Majeure Events. Force Majeure Events shall never apply to a Party’s obligations to timely pay any monetary obligations or amounts due hereunder. If a Force Majeure Event occurs, the Party invoking Force Majeure shall provide written notice to the other Party, within three (3) business days following the Force Majeure Event (or as soon as reasonably practicable following such event), and thereafter the applicable deadline under the Agreement shall be tolled for such period of time the Force Majeure Event reasonably prevents the subject Party’s performance of such obligations under the Agreement.

24. **Additional Documents.** Each of the Parties hereto specifically agree to execute such other and further instruments and documents, as may be reasonably required to effectuate the terms, conditions and objectives of this Agreement.

25. **Effective Date.** This Agreement shall become effective upon the date of execution by the last Party to execute this Agreement.

26. **Release of Covenant.** JTL agrees that this Agreement shall terminate the Declaration of Covenants and Restrictions recorded in O.R. Book 1375, Page 1362, Public Records of Flagler County, Florida, and if requested by KL Seminole Trace, it shall execute any additional documents KL Seminole Trace deems necessary to terminate the said restriction.

[SIGNATURE PAGES TO FOLLOW]

Unofficial Copy

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and date first written above.

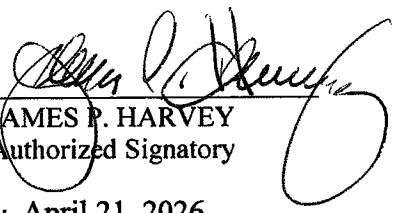
WITNESSES

KL SEMINOLE TRACE:

KL SEMINOLE TRACE LLC, a Florida limited liability company


Print Name: Darlene J. Miklos


Print Name: Bryon T. Lopreste

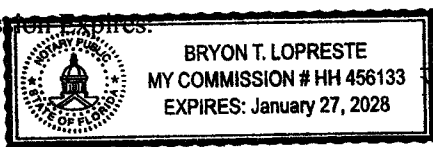
By: 
JAMES P. HARVEY
Authorized Signatory

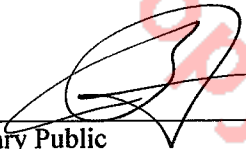
Date: April 21, 2026

STATE OF FLORIDA)
) ss.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of APRIL, 2026, by JAMES P. HARVEY as Authorized Signatory of **KL SEMINOLE TRACE LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ (type of identification) as identification.

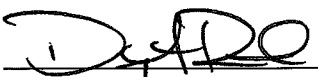
My Commission Expires.




Notary Public

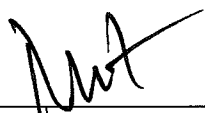
WITNESSES


 Print Name: Dominic Schulz


 Print Name: Douglass A. Reed, Jr.

JTL:

JTL GRAND LANDINGS Development LLC, a Foreign limited liability company

By: 
 DAVID WEST
 Manager

Date: 4/16/26

STATE OF Texas)
~~FLORIDA~~) ss.:
 COUNTY OF Dallas)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of APRIL, 2026 by DAVID WEST as Manager of JTL GRAND LANDINGS DEVELOPMENT LLC, a Foreign limited liability company, on behalf of the company, who is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:


 Notary Public



Authenticity

WITNESSES

Caroline McNeil
 Print Name: Caroline McNeil

N Barthes
 Print Name: Nai'asha Barthelmy

JTL:

BYRND OG PCP, LLC, a Florida limited liability company

By: [Signature]
 Print Name: Jeffrey R. Douglas
 Title: Managing Member
 Date: 4/23/2020

STATE OF FLORIDA)
) ss.:
 COUNTY OF Flagler)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or. ☐ online notarization, this 23 day of April, 2020 by Jeffrey Douglas Managing of **BYRND OG PCP, LLC**, a Florida limited liability company, on behalf of the company, who is member personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

Caroline McNeil
 Notary Public



WITNESSES

LANDINGS COMMUNITY DEVELOPMENT DISTRICT, a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended

Caroline McNeil
 Print Name: Caroline McNeil

By: Jeff Douglas
 JEFF DOUGLAS
 Chairman of Board of Supervisors

N. Barthel
 Print Name: Natasha Barthel Date: 4/23/2026

STATE OF FLORIDA)
) ss.:
 COUNTY OF Flagler)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or. ☐ online notarization, this 23 day of April, 2026 by JEFF DOUGLAS as Manager of **LANDINGS COMMUNITY DEVELOPMENT DISTRICT**, on behalf of the district, who is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires:

Caroline McNeil



Exhibit "A"
(Conceptual Plan)

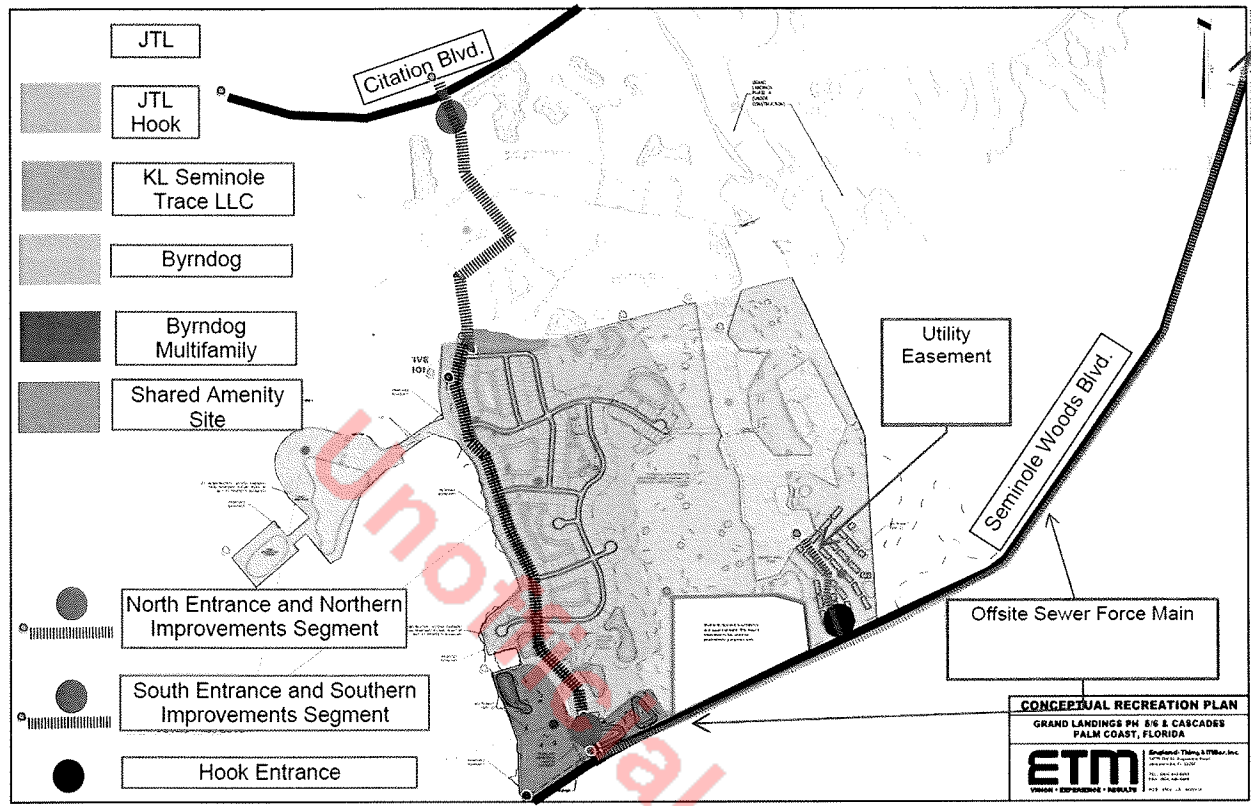


Exhibit "B"
Amenity Plans)

