

Prepared by/Record and Return to:  
Christopher A. Jones, Esquire  
Walt Disney World Resort  
Legal Department, 4<sup>th</sup> Floor North  
1375 Buena Vista Drive  
Lake Buena Vista, Florida 32830

THIS SPACE FOR RECORDER'S USE

**ASSIGNMENT AND ASSUMPTION  
OF ACCESS EASEMENT AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF ACCESS EASEMENT AGREEMENT** (this “Assignment”) is made and entered into this 2<sup>nd</sup> day of OCTOBER, 2019, by and between **WALT DISNEY PARKS AND RESORTS U.S., INC.**, a Florida corporation (“Assignor”), whose address for purposes of this Assignment is 1825 Live Oak Lane, Lake Buena Vista, Florida 32836, Attention: George M. Gross, and **GRBK GHO NORTH BEACH, LLC**, a Florida limited liability company (“Assignee”), whose address for purposes of this Assignment is 590 NW Mercantile Place, Port St. Lucie, FL 34986.

**RECITALS:**

WHEREAS, Assignor is the “Grantee” under that certain Access Easement Agreement dated September 6, 2006 and recorded in Official Records Book 2075, Page 1668 of the Public Records of Indian River County, Florida (the “Agreement”); and

WHEREAS, on the date hereof Assignor has conveyed the Grantee’s Parcel (as described and defined in the Agreement) to Assignee; and

WHEREAS, subject to and in accordance with the terms and conditions of this Assignment, Assignor has agreed to assign its right, title and interest under the Agreement to Assignee and Assignee has agreed to assume the same.

NOW, THEREFORE, in consideration of the foregoing recitals, the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by reference. Unless otherwise expressly set forth herein, any defined (capitalized) terms used in this Assignment shall have the same meanings assigned to them in the Agreement.

2. Assignment and Assumption. Assignor hereby assigns to Assignee its right, title and interest, if any, under the Agreement. Assignee acknowledges and accepts such assignment and hereby assumes and agrees to be bound by the terms and conditions applicable to the “assignee” under the Agreement.

3. Acknowledgement and Agreement. Assignee hereby expressly acknowledges and agrees (for itself and its successors and assigns), in addition to the terms and conditions of this Assignment and the Agreement, to the following:

(a) that the Agreement and the easement and other rights granted thereunder are subject to any and all matters of public record affecting the Agreement and the land upon which the easement granted thereunder are located, including, but not limited to, (i) the Existing Access Easement, (ii) the Reserved Access Easement, (iii) that certain Master Declaration of Covenants, Conditions and Restrictions recorded September 30, 1994 in Book 1035, Page 1179 and re-recorded October 14, 1994 in Book 1036, Page 2576, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded May 6, 1996 in Book 1102, Page 2571 and that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded September 7, 2006 in Book 2075, Page 1566, all of the public records of Indian River County, Florida, as may be further amended, modified and supplemented from time to time (collectively, the "Master Declaration"), and (iv) that certain Declaration of Covenants, Conditions, Restrictions, Easements and Obligations recorded September 7, 2006 in Book 2075, Page 1598, all of the public records of Indian River County, Florida, as may be further amended, modified and supplemented from time to time (collectively, the "Parcel Declaration"). Assignee further expressly agrees, for itself and its successors and assigns, that the Parcel Declaration includes, among other terms and conditions, certain (a) use restrictions, (b) obligations for maintenance, repair and replacement, and (c) rights of Assignor to review and approve any and all improvements and alterations that may be constructed, developed or otherwise made to the Ocean Sands Parcel, including, but not limited to, by Assignee (and its successors and assigns); and

(b) that the Agreement and the easement and other rights granted thereunder are subject to all matters that would be disclosed by survey or visual inspection of the easement area under the Agreement and areas surrounding the same; and

(c) that Assignee shall be solely responsible, at its sole cost and expense, for arranging, coordinating and obtaining access to the easement area under the Agreement with all other parties having any right, title or interest therein; and

(d) that Assignor makes no representations, warranties or guarantees regarding the Agreement or the easement or other rights granted thereunder (and all of the foregoing are hereby disclaimed); and

(e) that Assignor has no duty, obligation or responsibility to improve or pay for any improvements on or benefiting the Access Pathway.

4. Notices. From and after the date of this Assignment, notices under Section 10 of the Agreement shall be addressed to Grantee (Assignee) as follows:

GRBK GH0 NORTH BEACH, LLC  
590 NW Mercantile Place  
Port St. Lucie, FL 34986  
Attention: Bill Handler

with a copy to:

Charles "Chuck" W. Edgar, III, Esq.  
Cherry, Edgar & Smith, P.A.  
8409 North Military Trail  
Suite 123  
Palm Beach Gardens, FL 33410

5. Successors and Assigns. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall inure to the benefit of, and shall bind, all parties hereto and their respective successors and assigns; provided, however, without the prior written consent of Assignor, Assignee may not assign or delegate the right, title and interests assigned to Assignee hereunder except to (i) any party that succeeds to Assignee's fee simple title to the Grantee's Parcel, or (ii) a home owner's association established for and having jurisdiction over the Grantee's Parcel.

6. Authority. The person executing this Assignment on behalf of each party represents and warrants to the other party that he/she has full power and authority to fully bind such party to this Assignment.

7. Construction. Whenever used herein and the context requires it, the singular number shall include the plural, the plural the singular, and any gender shall include all genders. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

8. Captions and Headings. The captions and headings in this Assignment are for reference only and shall not be deemed to define or limit the scope or intent of any terms or conditions hereof.

9. Governing Law. The parties agree that the law of the State of Florida (without regard to principles of conflicts of laws) shall govern the construction, interpretation and enforcement of this Assignment.

10. Entire Agreement. No variation, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party. This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof.

11. Counterparts. This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. A facsimile or electronically transmitted copy of this Assignment and any signature thereon shall be considered for all purposes an original.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in form and manner sufficient to bind them as of the respective dates indicated immediately below their undersigned signatures.

Signed, sealed and delivered in the presence of:

[Signature]  
Print Name: Henry L. Thrash

[Signature]  
Print Name: Lowell Flatman

ASSIGNOR:

WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation

By: [Signature]

Name: GEORGE M. GROSS

Title: VICE PRESIDENT  
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of OCTOBER, 2019, by GEORGE M. GROSS, as VICE PRESIDENT of WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation, on behalf of the corporation. He/She  is personally known to me or has produced \_\_\_\_\_ as identification.

[Affix Notary Stamp/Seal]



[Signature]

NOTARY PUBLIC

Print Name: Shanthi R. Bruehl

Signed, sealed and delivered  
in the presence of:

[Signature] (Signature)  
Kristen Dixon (Print Name)  
A. Kelly (Signature)  
Aleese Kelly (Print Name)

**ASSIGNEE:**

**GRBK GHO NORTH BEACH, LLC,**  
a Florida limited liability company

By: [Signature]  
 Name: Rene Flowers  
 Title: Vice President

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of October, 2019, by Rene Flowers, as Vice President of **GRBK GHO NORTH BEACH, LLC**, a Florida limited liability company, on behalf of the company. He  is personally known to me or has produced \_\_\_\_\_ as identification.

[Affix Notary Stamp/Seal]



Rebecca Dima  
 Commission # G13060876  
 Expires: January 9, 2021  
 Bonded thru Aaron Notary

[Signature]  
 NOTARY PUBLIC  
 Print Name: Rebecca Dima