

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this “**Agreement**”), dated this ____ day of July, 2025, by and between **CRE-KL Antillia Owner, LLC**, a Delaware limited liability company (“**Kolter**”) and **Gateway Estates Park Condominium Association, Inc.**, a Florida not-for-profit corporation (the “**Association**”).

WHEREAS, Kolter is the developer of the project known as Antillia located in Miami-Dade County, as shown on that certain plat recorded at Plat Book 178, Page 50, of the Public Records of Miami-Dade County (the “**County**”), Florida (the “**Project**”);

WHEREAS, the Association controls certain common areas located on real property adjacent to the Project known as Gateway West, as shown on that certain plat recorded at Plat Book 116, page 790, of the Public Records of Miami-Dade County, Florida (the “**Association Property**”);

WHEREAS, in the course of development of the Project, Kolter caused the installation of a retaining wall adjacent to the Association Property (the “**Retaining Wall**”) which includes an encroachment onto the Association Property by a slope along the rear side of the Retaining Wall (the “**Landscaping Claim**”); and

WHEREAS, the parties have agreed to the resolution, compromise and settlement of all disputes, claims and controversies among from the Landscaping Claim.

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

1. Kolter shall install, or cause to be installed, a six foot (6’) tall chain link fence on top of or adjacent to the Retaining Wall in the 10’ easement area depicted in **Exhibit “A”** attached hereto (the “**Fence**”), if permitted by the County, and shall install, or cause to be installed, landscaping consisting of Calusa shrubs and Saint Augustine sod upon a portion of the Association Property adjacent to the Retaining Wall (the “**Landscaping**”). The Landscaping shall be limited to the area set forth in the 25’ easement area depicted in **Exhibit “A”**, attached hereto. Kolter shall be responsible, at Kolter’s sole cost and expense, for obtaining all permits and approvals that may be required for the installation of the Fence and Landscaping, provided that upon Kolter’s request, the Association, at no cost and expense to the Association, shall join in all applications which may be required to obtain said permits and approvals. Following the installation of the Landscaping, Kolter shall have no further obligation with respect to maintaining the Landscaping.
2. Simultaneously with the execution of this Agreement, Kolter and the Association shall execute and record in the public records of the County an easement agreement in the form attached hereto as **Exhibit “B”** (the “**Easement Agreement**”) conveying to Kolter temporary rights to access the Association Property for the installation of the Fence and

Landscaping and providing for a permanent fill slope easement over the area of encroachment behind the Retaining Wall.

3. The Association on their behalf and on behalf of their affiliates, agents, members, and owners, residents and occupants within Gateway West, releases, remises, forever discharges, indemnifies, agrees to defend and hold harmless Kolter and its respective subsidiaries, affiliates, successors, insurers, sureties, officers, employees, partners, agents, subcontractors, anyone claiming through them and all others directly or indirectly liable, from any and all claims and demands, actions and causes of action, damages, claims for injuries, both known and unknown, including future developments thereof, costs, loss of service expense and compensation or in any other consequences arising out of, or relating to, the Landscaping Claim or any other future claims pertaining to the parties' respective properties.
4. The parties acknowledge that in executing this Agreement, they have carefully reviewed and had the opportunity to review the terms of this Agreement, with counsel of their choice and are fully aware of the extent of their rights and obligations under this Agreement. The parties further agree that the language of this Agreement shall not be construed presumptively against any of the parties to this Agreement.
5. This Agreement shall not constitute an admission of any of the allegations against the other and shall not be considered as an admission of liability, wrongdoing or anything improper.
6. It is the express intent of Kolter and the Association that the conditions of this Agreement, the information protected by this Agreement, and the terms of this Agreement, remain confidential. Kolter and the Association expressly agree to keep the terms of this Agreement, and the underlying facts relating to the Agreement, strictly confidential and not disclose the terms and facts to anyone or complain or disparage each other, except that the parties may make a disclosure of this Agreement only to the following persons or entities or for the following reason(s): (a) Kolter's members, managers and employees, the Board of the Association, and each party's attorneys and accountants; (b) any taxing authorities; (c) any mortgagees or lienholders; (d) a court of law, but only for purposes of enforcing this Agreement; (f) in the event such disclosure is required under law; or (g) upon the other party providing written notice of its express waiver of the confidentiality provisions of this Agreement.
7. Kolter and the Association further agree that neither party shall directly or indirectly, in any capacity or manner whatsoever, make, express, transmit, speak, publish, comment, write, blog, or through any form of social media, (including but not limited to Twitter (X.com), Facebook, Instagram and LinkedIn), or verbalize to any third party or otherwise communicate to anyone in any fashion (or cause, further, assist, solicit, encourage, support, request, or induce any other person to engage in any of the foregoing) any remark, comment, message, information, declaration, communication, opinion or other statement of any kind, whether verbal, in writing, electronically transferred, electronically published or otherwise, that might reasonably be construed to be derogatory or critical of,

or negative toward the other party to the Agreement, or in any manner disparage, defame or comment negatively about the other party to the Agreement.

8. Upon the failure of either party to comply with such party's obligations under the terms of this Agreement, the non-defaulting party shall deliver notice to the defaulting party, and if such default is not cured within thirty (30) days after receipt of such written notice (or such longer period of time provided that the defaulting party is diligently prosecuting the cure of the default), the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action, the prevailing party shall be entitled to recover its costs and attorneys' fees. Notwithstanding any provision herein to the contrary, in no event shall either party be liable for consequential, punitive or speculative damages.
9. This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
10. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall constitute and original and binding copy of this Agreement, albeit one and the same instrument. Executed photocopies of this Agreement shall be as binding as the original.

[Signatures on subsequent page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date set forth on the cover page of this Agreement.

CRE-KL Antillia Owner, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Gateway Estates Park Condominium Association, Inc., a Florida not-for-profit corporation

By: _____

Name: _____

Title: _____

EXHIBIT "A"

FENCE AND LANDSCAPING AREAS

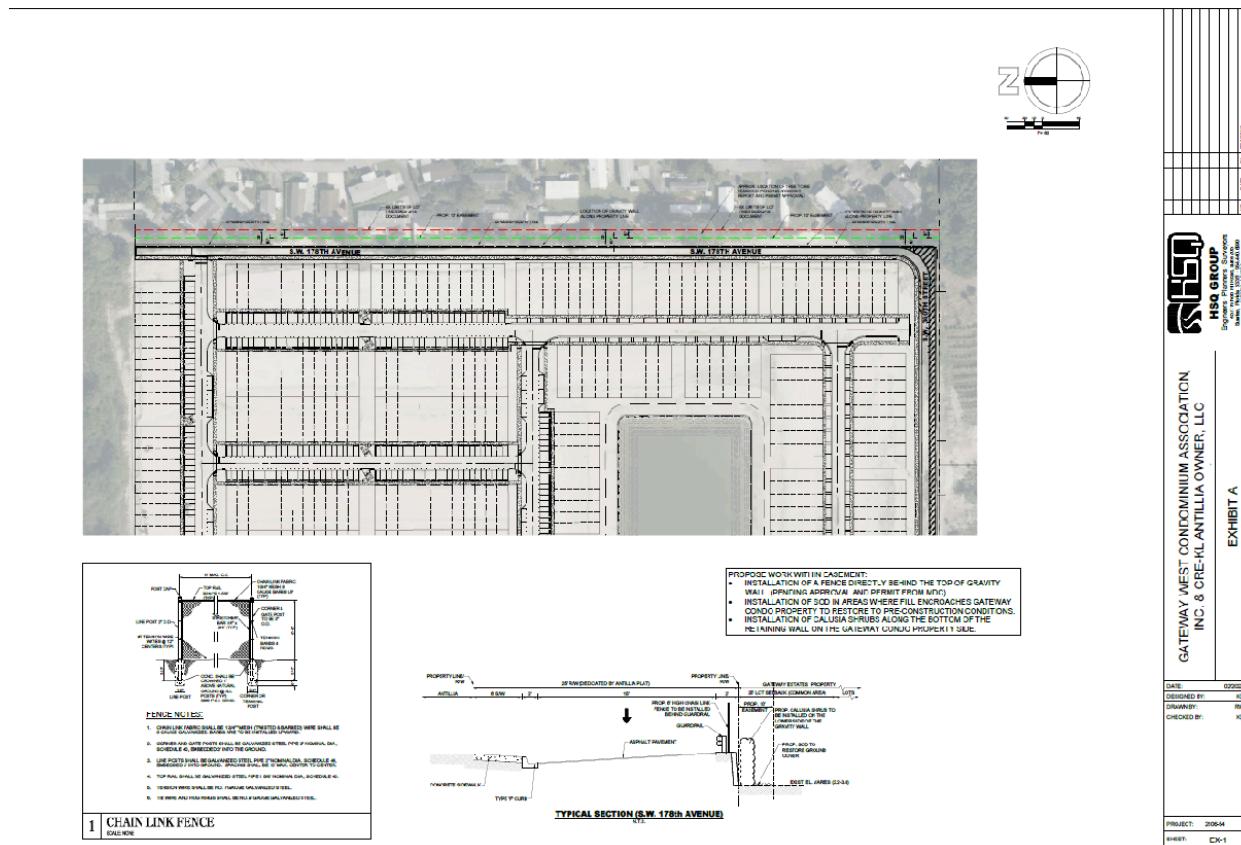


EXHIBIT “B”

EASEMENT AGREEMENT

**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

**NON-EXCLUSIVE FILL SLOPE AND TEMPORARY CONSTRUCTION AND ACCESS
EASEMENT AGREEMENT**

**THIS NON-EXCLUSIVE FILL SLOPE AND TEMPORARY CONSTRUCTION
AND ACCESS EASEMENT AGREEMENT** (the “**Easement Agreement**”) is made this
____ day of _____, 2025, by and between **GATEWAY WEST CONDOMINIUM
ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Grantor**”), and **CRE-KL
ANTILLIA OWNER LLC**, a Delaware limited liability company (the “**Grantee**”).

RECITALS:

A. Grantor is the fee simple owner of certain real property located in Miami-Dade County (the “**County**”), Florida (the “**Grantor Property**”);

B. Grantee is the fee simple owner of that certain real property located in the County abutting the western boundary of the Grantor Property, and more particularly depicted in **Exhibit “A”** attached hereto and incorporated herein by reference (the “**Grantee Property**”);

C. Grantee has constructed a retaining wall within that portion of the Grantee Property which is adjacent to the western boundary line of the Grantor Property (the “**Retaining Wall**”);

D. Pursuant to the terms contained in that certain confidential agreement entered into by the parties dated of even date herewith (the “**Agreement**”), to which Grantor and Grantee are bound, Grantee is responsible for the construction and installation of certain improvements consisting of the installation of the Landscaping and Fencing, as those terms are defined in the Agreement (collectively, the “**Construction Improvements**”), benefitting the Construction Easement Area (as defined herein) and the Grantor Property;

E. Grantor desires to grant to Grantee certain non-exclusive easements (i) over, across, and through the Construction Easement Area related to access and construction of the Construction Improvements, and (ii) over, across, and through the Fill Slope Easement Area (as hereinafter defined) for Grantee's use of a fill slope to support the Retaining Wall; and

F. The parties desire to establish their respective rights and obligations with respect to the Easements (as defined herein).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration in hand paid by the parties to one another, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

1. **Temporary Construction and Access Easement**. Grantor does hereby grant, and deliver unto Grantee and Grantee's purchasers, contractors and agents, and their respective successors and assigns, a temporary, non-exclusive easement (the "**Construction and Access Easement**") on, upon, over, under, across and through that certain 25' easement area portion of the Grantor Property more particularly shown on **Exhibit "A"** attached hereto (the "**Construction Easement Area**") for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Construction Improvements in accordance with the Agreement. Such Construction and Access Easement shall include, without limitation, access, ingress, and egress by construction vehicles and equipment. The Construction and Access Easement shall automatically terminate without the need for any further instrument upon the installation of the Construction Improvements in accordance with the terms of the Agreement.

2. **Permanent Fill Slope Easement**. Grantor does hereby grant, and deliver unto Grantee and Grantee's purchasers, contractors and agents, and their respective successors and assigns, a perpetual, non-exclusive easement for fill slope purposes (the "**Fill Slope Easement**" and together with the Construction and Access Easement, the "**Easements**") on, upon, over, under, across and through that certain 25' easement area portion of the Grantor Property more particularly shown on **Exhibit "A"** attached hereto (the "**Fill Slope Easement Area**") to construct, install, and maintain fill slopes supporting the Retaining Wall for the use and benefit of the Grantee Property. Grantee's use of the Fill Slope Easement Area shall be for the purposes of Grantee, through itself, its agents, contractors, consultants, and employees constructing and maintaining a fill slope over, through, or under the Fill Slope Easement Area, together with the rights, easements, privileges, and appurtenances in or to said land which may be required for the full enjoyment of the rights herein granted. Notwithstanding anything contained herein to the

contrary, Grantee agrees that any fill slopes installed and maintained within the Fill Slope Easement Area will be solely for the purpose of supporting the Retaining Wall located within the Grantee Property.

3. **Use of Easement Area.** It is acknowledged and agreed that the Easements granted under this Easement Agreement are not exclusive easements and that Grantor shall have the right to use and enjoy the Construction Easement Area and Fill Slope Easement Area (together, the “**Easement Areas**”), provided that any reference to Easement Areas shall no longer refer to the Construction Easement area following the automatic termination of the Construction and Access Easement) in any manner not inconsistent with the easement rights granted herein, and grant others the right to do so.

4. **Insurance.** Grantee shall at all times during the term of this Easement Agreement maintain general commercial liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor as an additional insured, in a limit of \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. Grantee shall deliver to Grantor a certificate or certificates evidencing such insurance prior to entering upon the Easement Areas.

5. **Indemnification.** Each party hereby indemnifies and agrees to hold the other party harmless from and against any loss, cost, damage, or expense, including all claims for death or injury to persons or damage to property, and including, without limitation, attorneys’ fees and court costs, which may be suffered or incurred by the other parties and which may arise out of, in connection with, or by reason of the actions of or the failure to take action by such party, or the negligence or intentional misconduct of such party, its agents, representatives, contractors or employees, in the conduct of the construction or maintenance performed by such party as contemplated under this Easement Agreement or otherwise in connection with the exercise by that party of the rights set forth in this Easement Agreement.

6. **Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic’s lien or encumbrance against the Easement Areas in connection with the exercise of rights hereunder.

7. **Default.** Upon the failure of either party to comply with such party’s obligations

under the terms of this Easement Agreement, the non-defaulting party shall deliver notice to the defaulting party, and if such default is not cured within thirty (30) days after receipt of such written notice (or such longer period of time provided that the defaulting party is diligently prosecuting the cure of the default), the other party shall be entitled to commence an action against such defaulting party for any relief allowed by law, including, without limitation, money damages, injunctive relief, or any combination thereof. In any such action, the prevailing party shall be entitled to recover its costs and attorneys' fees. Notwithstanding any provision herein to the contrary, in no event shall either party be liable for consequential, punitive or speculative damages.

8. **Binding Effect.** The Easements set forth in this Easement Agreement shall be for the benefit and use of Grantee and its successors, agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), guests, invitees and licensees and shall be binding upon the Easement Areas and shall be a covenant running with the title to the Easement Areas.

9. **Jury Trial Waiver.** GRANTOR AND GRANTEE WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS EASEMENT AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY, AND EACH PARTY HEREBY REPRESENTS AND WARRANTS THAT NO PERSONS OR ENTITIES ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS EASEMENT AGREEMENT.

10. **Notices.** All notices and requests required or permitted to be given hereunder shall be in writing and shall be deemed given when (a) hand delivered, receipt returned, (b) delivered via Federal Express, UPS or other nationally recognized overnight courier service, receipt required, (c) delivered via certified first class mail, return receipt requested, (d) delivered via email, to the parties hereto at their respective addresses set forth below, or at such other address of which either party shall notify the other parties in accordance with the provisions hereof:

35250 SW 177th Ct., Unit 223
Homestead, FL 33034
E-mail: reel-banker1@msn.com

As to Grantee: CRE KL Antillia Owner, LLC
 Attention: James P. Harvey and Jeremy Camp
 14025 Riveredge Drive, Suite 175
 Tampa, FL 33637
 Email: jharvey@brookfieldkolter.com and
 jcamp@brookfieldkolter.com

With a copy to: The Kolter Group LLC
 105 NE 1st Street
 Delray Beach, FL 33444
 Attn.: Legal Notices
 E-Mail: legalnotice@kolter.com

With a copy to: Shuffield, Lowman & Wilson, P.A.
 Attention: Scott A. Cookson, Esq.
 1000 Legion Place, Suite 1700
 Orlando, FL 32801
 Email: scookson@shuffield.com

11. **Amendments and Waivers.** This Easement Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Public Records of the County. No delay or omission of any party in the exercise of any right accruing upon any default of any party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach of, or a default in, any of the terms and conditions of this Easement Agreement by any other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement Agreement. No breach of the provisions of this Easement Agreement shall entitle any party to cancel, rescind or otherwise terminate this Easement Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have by reason of any breach of the provisions of this Easement Agreement.

12. **Attorneys' Fees.** Should any action be brought arising out of this Easement Agreement, including, without limitation, any action for declaratory or injunctive relief, or any action for the enforcement hereof, the predominantly prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation, and costs of collection, all as actually incurred, including, without limitation, attorneys' fees, costs, and expenses of investigation incurred before, during or after trial or in any appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under the United States Bankruptcy Code, or any successor statutes. Any judgment or decree rendered in any such actions or proceedings shall include the award of attorneys' fees, costs, and expenses, as just described. The terms of this section shall survive the termination of this Easement Agreement.

13. **Miscellaneous.** This Easement Agreement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement Agreement; and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law. This Easement Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Miami-Dade County, Florida. The section headings in this Easement Agreement are for convenience only, shall in no way define or limit the scope or content of this Easement Agreement, and shall not be considered in any construction or interpretation of this Easement Agreement or any part hereof. Where the sense of this Easement Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Easement Agreement. Time is of the essence of this Easement Agreement. This Easement Agreement shall run with title to the Easement Area and be binding upon Grantor and its successors-in-title and shall inure to the benefit of Grantee and its respective successors-in-title.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this instrument this _____ day of _____, 2025.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Name: _____
Address: _____

Name: _____
Address: _____

**Gateway Estates Park Condominium
Association, Inc.**, a Florida not-for-profit
corporation

By: _____
Title: _____
Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____, as _____ of **Gateway Estates Park Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name
Notary Public-State of _____
Commission No.: _____
My Commission Expires: _____

GRANTEE:

Signed, sealed and delivered
in the presence of:

CRE-KL ANTILLIA OWNER, LLC, a
Delaware limited liability company

Name: _____
Address: _____

By: _____
Title: _____
Name: _____

Name: _____
Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____, as _____ of CRE-KL Antillia Owner, LLC, a Delaware limited liability company, on behalf of the company. Said person (check one) is personally known to me, produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name
Notary Public-State of
Commission No.:
My Commission Expires:

Exhibit "A" to Easement Agreement

Easement Area

