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ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is effective as of the 21 day of December, 2021 ("Effective Date") by and among **GULF HARBOR LANDINGS, LLC**, a Florida limited liability company ("Assignor"), and **GULF HARBOR CONDOMINIUM ASSOCIATION, INC.**, a Florida non for-profit company ("Assignee").

WITNESSETH:

A. Assignor as of the date upon which this Assignment became effective the Assignor was the Fee Simple Title Holder of the real property described on Exhibit "A" including all improvements located thereon, ("Property") which subsequent to the Effective Date was deeded to Assignee.

B. Assignor is the landlord under that certain Property Lease dated April 1st, 2018, as amended (the "Lease"), relating to the leasing of certain real property located at 101 Circuit Road, Nokomis, Sarasota County, Florida and more particularly described on Exhibit A attached hereto and made part hereof.

C. Assignor desires to assign, transfer and convey all of Assignor's right, title and interest in the Lease to Assignee and Assignee desires to accept said assignment and assume the obligations of Assignor under the Lease as of the Effective Date.

NOW THEREFORE, in consideration of the premises and of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the Lease. There is no security deposit paid by Tenant or required to be paid by Tenant pursuant to the Lease.
3. **Acceptance of Assignment; Indemnity.** Assignee hereby accepts the foregoing assignment, transfer and conveyance of the Lease and assumes and agrees to perform all of the covenants and obligations to be kept and performed by Assignor under the Lease accruing on and after the date of this Assignment. Assignee hereby indemnifies Assignor and agrees to defend and hold Assignor harmless from all losses, expenses, claims, liabilities and costs, including, without limitation, reasonable attorneys' fees, now or hereafter incurred by Assignor by reason of Assignee's breach of, or default under, the Lease arising or accruing on or after the date of this Assignment.
4. **Miscellaneous.** This Assignment shall be binding upon Assignor and Assignee and their respective successors and assigns. This Assignment will be governed by and construed in accordance with Florida law and constitutes the entire agreement between the parties with

respect to the subject matter hereof. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Assignment, the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the court in such action or proceeding. This Assignment may be executed in counterparts all of which together shall be deemed to be one document.

**(Signature Lines Begin on Following
Page)**

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

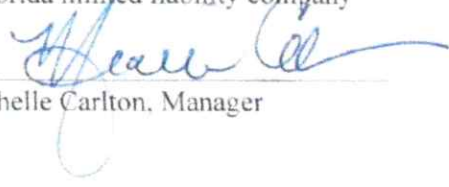
GULF HARBOR MARINA, LLC

By: Its Manager

Investments Management, LLC

a Florida limited liability company

By:



Michelle Carlton, Manager

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

**GULF HARBOR MARINA CONDOMINIUM
ASSOCIATION, INC.,**

a Florida non for-profit corporation

By: Michael R. L.

Name: Michael Burke

Its: President

EXHIBIT A

Legal Description

PARCEL 1:

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 18 EAST, IDLLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, AND RUN NORTH $00^{\circ}06'16''$ WEST, ALONG THE EAST BOUNDARY THEREOF, A DISTANCE OF 25.00 FEET; THENCE SOUTH $89^{\circ}49'37''$ WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF STALL ROAD AND AN EASTERLY EXTENSION THEREOF, A DISTANCE OF 966.22 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DALE MABRY HIGHWAY; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, 123.51 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5787.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH $09^{\circ}10'26''$ WEST, 123.51 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 63.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5787.78 FEET AND A CHORD BEARING AND DISTANCE OF NORTH $10^{\circ}05'50''$ WEST, 63.05 FEET; THENCE NORTH $79^{\circ}35'26''$ EAST, A DISTANCE OF 30.68 FEET; THENCE NORTH $00^{\circ}10'23''$ WEST, A DISTANCE OF 55.44 FEET; THENCE NORTH $89^{\circ}49'37''$ EAST, A DISTANCE OF 280.00 FEET; THENCE SOUTH $00^{\circ}10'23''$ EAST, A DISTANCE OF 123.00 FEET; THENCE SOUTH $89^{\circ}49'37''$ WEST, A DISTANCE OF 299.32 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH BENEFICIAL EASEMENTS AS SET FORTH IN THAT CERTAIN DECLARATION CONCERNING RESTRICTIONS AND EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 1223, TO THE EXTENT PRESERVED BY SECTION 2.2 OF THAT CERTAIN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 16256, PAGE 1390, ALL OF THE PUBLIC RECORDS OF IDLLSBOROUGH COUNTY, FLORIDA.

PARCEL 3:

TOGETHER WITH BENEFICIAL EASEMENTS AS SET FORTH IN THAT CERTAIN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN OFFICIAL RECORDS BOOK 16256, PAGE 1390, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.