

Prepared by and Return to:  
John R. Ibach, Esquire  
Rogers Towers, P.A.  
1301 Riverplace Blvd., Suite 1500  
Jacksonville, Florida 32207



20141125000371790 1/5 \$26.00  
Shelby Cnty Judge of Probate, AL  
11/25/2014 01:38:51 PM FILED/CERT

## **ASSIGNMENT AND ASSUMPTION OF PROJECT RIGHTS**

**THIS ASSIGNMENT AND ASSUMPTION OF PROJECT RIGHTS** (“Assignment and Assumption”) is made and entered into as of November ~~25<sup>th</sup>~~ 2014, by **VALLEYDALE, LLC**, a Florida limited liability company, whose address is c/o Regency Centers Corporation, One Independent Drive, Suite 114, Jacksonville, Florida 32202 (“Assignor”), in favor of **VALLEYDALE VILLAGE, LLC**, a Delaware limited liability company, whose address is c/o The Rosen Group, Inc., Attention: Joseph E. Maguire, 7860 Glades Road, Suite 220, Boca Raton, FL 33434 (“Assignee”),

### **WITNESSETH:**

**WHEREAS**, Assignor is the owner of that certain real property located in Shelby County, Alabama, and more particularly described on Exhibit “A” which is attached hereto and is incorporated herein by this reference (the “Real Property”); and

**WHEREAS**, as part of the development of the Real Property, certain project rights were obtained by Assignee, as described on Exhibit “B” which is attached hereto and is incorporated herein by this reference (the “Project Rights”);

**WHEREAS**, Assignee desires that the Project Rights be assigned to it and Assignor desires to so assign all of Assignor’s rights in the Project Rights to Assignee.

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor, intending to be legally bound, does hereby grant, bargain, sell, assign, transfer and deliver unto Assignee all of Assignor’s right, title and interest in and to the Project Rights.

Assignee acknowledges that Assignor is assigning and Assignee is obtaining such Project Rights on an “as is with all faults” basis and that Assignee is not relying on any representations or warranties or any kind whatsoever, express or implied, from Assignor, its agents, or brokers as to any matters concerning such Project Rights, including, without limitation, any warranties as to title or implied warranties of merchantability or fitness for a particular purpose.

**ASSIGNEE** does hereby accept this Assignment, and **ASSIGNOR** agrees to sign and



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deliver applicable notices of transfer of the Project Rights with respect to this Assignment and Assumption promptly following the date hereof, and agrees to provide such additional information and documentation as may be required from time to time to effectuate such transfers.

**IN WITNESS WHEREOF**, Assignor has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered  
 in the presence of:

**ASSIGNOR:**

**VALLEYDALE, LLC**, a Florida limited liability company

By: Regency Centers, L.P., a Delaware limited partnership

Its: Manager

By: Regency Centers Corporation,  
 a Florida corporation

Its: General Partner

Amanda R. Williams  
 Name: Amanda R. Williams

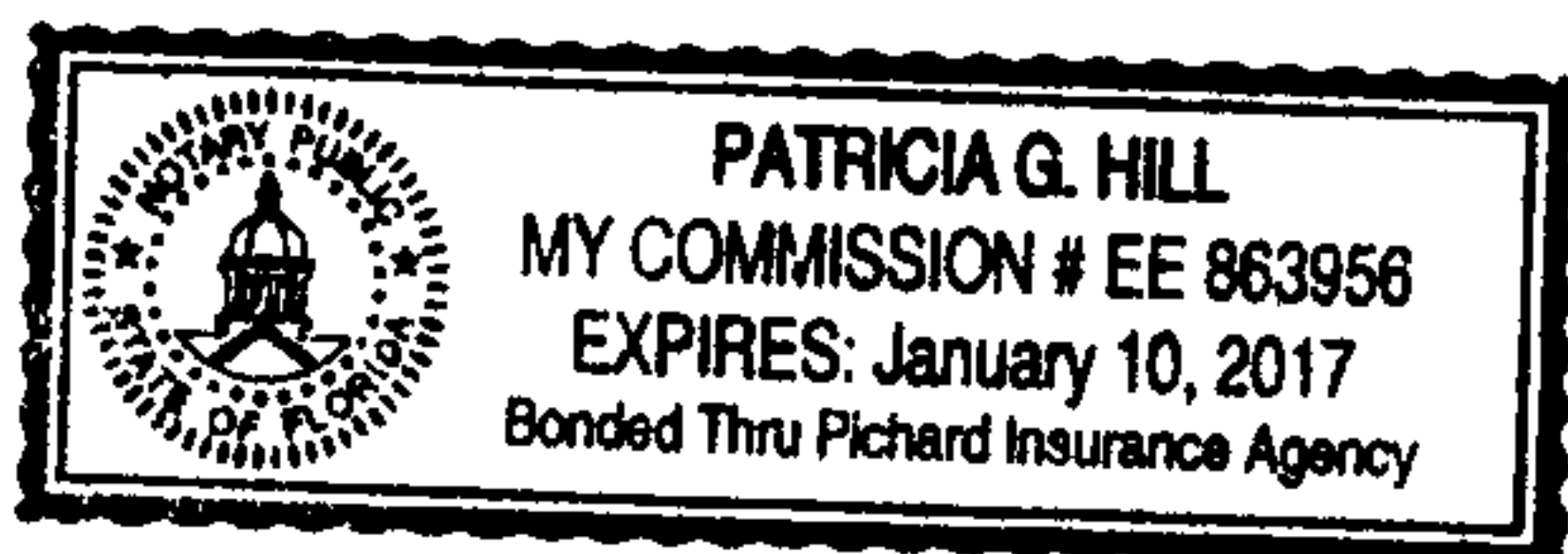
E. A. Bel  
 Name: E. A. Bel

By: Scott Porter  
 Name: Scott Porter  
 Its: Vice President

STATE OF FLORIDA )

COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2014, by Scott Porter, the Vice President of Regency Centers Corporation, a Florida corporation, in its capacity as general partner of Regency Centers, L.P., a Delaware limited partnership, as the manager of VALLEYDALE, LLC, a Florida limited liability company, on behalf of the corporation, partnership and company. He is personally known to me or has produced \_\_\_\_\_ as identification.




Patricia G. Hill  
 Notary Public, State of Florida  
 Name: Patricia G. Hill  
 My Commission Expires: 1-10-17  
 My Commission Number is: EE 863956

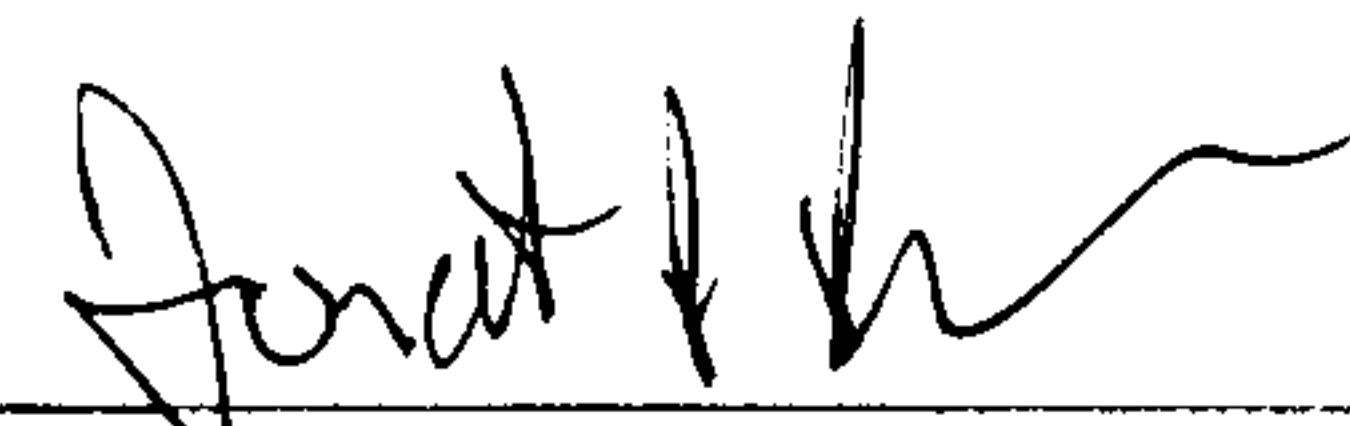


ASSIGNEE:

VALLEYDALE VILLAGE, LLC, a  
Delaware limited liability company

By: State Court Enterprises, Inc.  
Its: Sole Member

  
Name: Dominiquell L. Ruiz.

By:   
Jonathan P. Rosen  
President

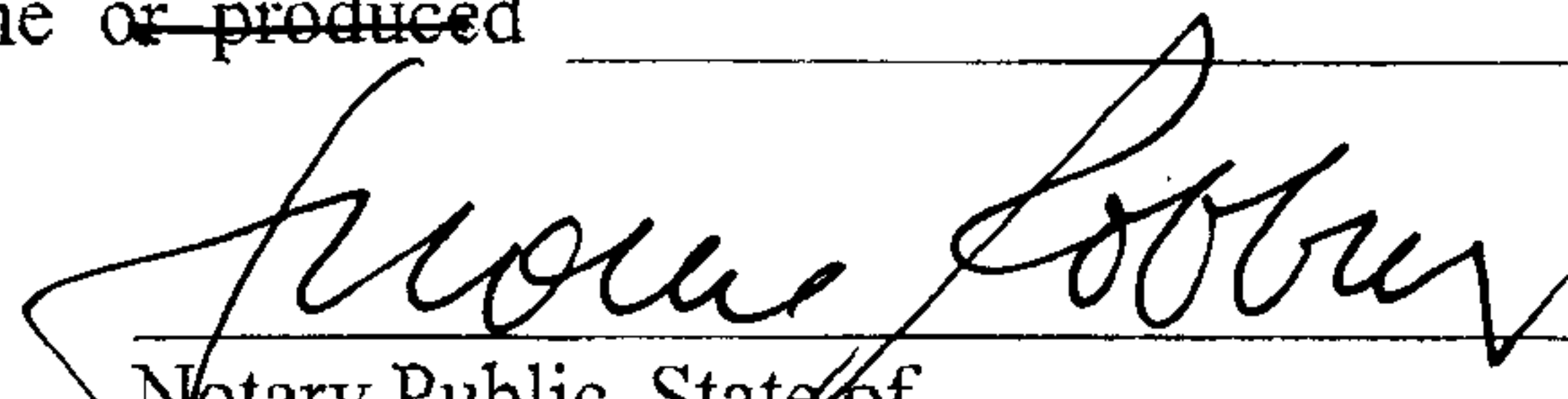
Thomas Curtin  
Name: Thomas Curtin

Address:  
c/o The Rosen Group, Inc.  
Attention: Joseph E. Maguire  
7860 Glades Road, Suite 220  
Boca Raton, FL 33434

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of November, 2014, by Jonathan P. Rosen, the President of State Court Enterprises, Inc., the sole member of Valleydale Village, LLC, a Delaware limited liability company, on behalf of the corporation and company. He is personally known to me or ~~produced~~ as ~~identification.~~

  
Notary Public, State of \_\_\_\_\_  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_

JEROME ROBBINS  
Notary Public, State of New York  
No. 31-02R08592525  
Qualified in New York County  
Commission Expires November 30, 2018



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**EXHIBIT "A"**

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Lot 1, according to the Survey of Regency Centers Valleydale Village Survey as recorded in Map Book 31, page 69 and Lots 1 and 2 according to the Survey of Valleydale Village as recorded in Map Book 8, Page 141, in the Probate Office of Shelby County, Alabama.

**EXHIBIT "B"**

**Project Rights**

All of Assignor's right, title and interest, to the extent Seller has a right, title and interest, in and/or to the following:

1. Any and all existing boundary, topographic and trees surveys or maps of the Project Parcel.
2. All soil tests or reports relating to the Project Parcel.
3. Any environmental audits or reports relating to the Project Parcel.
4. All other test results or documents related to the physical condition of the Project Parcel in Assignor's possession,
5. The development rights under the zoning ordinances applicable to the Project Parcel.
6. Any and all landuse rights appurtenant to the Project Parcel.
7. All engineering design and construction documents pertinent to the Project including any bids for the construction of any aspect of the Project.
8. Any and all other governmental permits, authorizations or approvals issued in connection with the Project.