

3120140059637 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 2794 PG: 1708, 10/10/2014 9:05 AM

RECORD AND RETURN TO:

**Barr G. Segal, Esquire
Barry G. Segal, P.A.
3096 Cardinal Drive
Suite 2C
Vero Beach, Florida 32963**

(Do not write above this line)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("EASEMENT") is made and entered into this 29 day of September, 2014, by and between, The Fieldstone Ranch Homeowners' Association, Inc., a Florida not for profit corporation, whose address is 590 NW Mercantile Place, Port St. Lucie, Florida 34986 (hereinafter referred to as the "GRANTEE") and GHO FIELDSTONE RANCH CORP., a Florida corporation, whose address 590 NW Mercantile Place, Port St. Lucie, Florida 34986, (hereinafter referred to as the "GRANTOR")

W I T N E S S E T H:

WHEREAS, a well and appurtenant structures (e.g. controller, clock, pump, plumbing and pipes) which are collectively referred to hereinafter as the "Well" are located on the real property located at 7605 FIELDSTONE RANCH SQ, VERO BEACH, FL 32967, having a legal description of:

Lot 6, FIELDSTONE RANCH SUBDIVISION, PHASE THREE, according to the Plat thereof, recorded in Plat Book 26, Page 93, of the Public Records of Indian River County, Florida.

which is owned by GRANTOR (said lot being hereinafter referred to as "GRANTOR'S Lot"); and

WHEREAS, GRANTEE is the owner of real property identified as common area on the plat of the Fieldstone Ranch Subdivision and is otherwise described as the most immediately adjacent traffic circle with encircled landscaped center to the Grantor's property and located in the roadway island (e.g. that landscaped are located within a traffic circle in the roadway) otherwise referred to as "GRANTEE'S Lot"; and

WHEREAS, it is the intention and purpose of the parties that the Well shall be used and operated to provide an adequate supply of water for to both GRANTOR'S Lot and GRANTEE'S Lot, for the irrigation of the GRANTOR'S Lot and the GRANTEE'S Lot, and to assure the continuous and satisfactory operation and maintenance of the Well for the benefit of the present owners as well as their successors and/or assigns, thereto; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said Well.

NOW THEREFORE, in consideration of the promises and covenants herein contained herein, the sufficiency of which is hereby acknowledged, it is agreed that the Well situated on GRANTOR'S Lot shall be used by the parties to this Agreement, until terminated hereby, upon the following terms and conditions:

- 1. GRANTOR hereby grants GRANTEE an easement over and across the GRANTOR'S Lot for all purposes more fully described herein.**

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2. The parties hereby agree that the right to draw water produced by the Well shall be shared equally between the parties. GRANTOR, as the owner of GRANTOR'S Lot, hereby grants, conveys, establishes and creates an EASEMENT for the maintenance, repair and upkeep of the Well over GRANTOR'S Lot, including the cutting and removal of brush, trees and other obstructions which interfere with the use of said EASEMENT, together with the rights of ingress, egress, and regress, over such property for purposes in connection with said Well. Said EASEMENT is appurtenant to and for the benefit of the GRANTEE'S Lot. GRANTEE shall have the right to enter on to GRANTOR'S Lot for the purpose of maintaining the Well and equipment including, but not limited to, adjusting the controller/timer to ensure adequate and proper irrigation of the GRANTEE'S Lot.

3. Grantor shall provide for the initial acquisition and installation of the Well equipment and the construction of the Well. In the event that the Well no longer produces adequate water for the purposes more fully described herein and either party elects to install a new well on their property, the other party to this agreement shall be entitled to tap into that well provided that (i) said party pays one-half (½) of the costs associated with the completion of the new well and ancillary improvements; and (ii) said party pays all of the costs associated with conveying the water to their own property and repairs any damage to the other party's lot caused by the installation of the new plumbing.

4. The parties shall be individually responsible for and shall individually pay the cost and expense of constructing, installing, maintaining, replacing and repairing the underground water pipelines which shall run from said Well to their respective property or other terminal point as well as all end stage devices (e.g. sprinkler heads). The water pipelines shall have cutoff valves at or near the Well. The above notwithstanding, the GRANTEE shall pay to GRANTOR the sum of \$180.00 per year for the use of the Well which may be paid, in GRANTEE'S discretion, monthly, annually or as a credit against GRANTOR'S homeowners' association assessment for the year. The annual payment shall be due at the end of each year commencing on the date that this easement is recorded in the Public Records of Indian River County, Florida.

5. The parties shall use the water solely as a source for lawn and garden irrigation on the respective lots, and the parties shall not use the water from said Well on or in relation to any other property or purpose other than those described above for their respective lots.

6. Each of the parties agree that the rights and obligations created herein are binding upon and run in perpetuity with the real properties described herein unless otherwise terminated or modified by the parties hereto or their successors or assigns in writing.

7. That from time to time as required, the parties hereto upon their mutual consent and agreement, may make such repairs, additions, changes, or alterations to the Well and its appurtenant equipment as shall be then found necessary, but not unilaterally by any of the parties hereto, save and except for and as related to their individual water delivery systems attached to said the Well.

8. The rights granted in this agreement shall not be severable from the lots of real property described herein, nor separately conveyed therefrom without common consent of all the parties hereto, nor the waters produced from the Well sold or divided, save and except as herein provided. All rights herein shall bind their successors and/or assigns and shall inure to the benefit of same.

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IN WITNESS WHEREOF, GRANTOR has subscribed her name and has caused this GRANTOR to be made and delivered the day and year first above written.

Signed, sealed and delivered
In the presence of

[Signature]
Printed Name: Debra J. Soucie

[Signature]
Printed Name: Laura Vagueria

GRANTOR: **GHO FIELDSTONE RANCH CORP., a Florida corporation**

[Signature]
By: William N. Handler
Its: President

Signed, sealed and delivered
the presence of:

[Signature]
Printed Name: Debra J. Soucie

[Signature]
Printed Name: Laura Vagueria

GRANTEE: **The Fieldstone Ranch Homeowners' In Association, Inc., a Florida not for profit corporation**

[Signature]
By: William N. Handler
Its: President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 29 day of September, 2014, by William N. Handler as President of **GHO FIELDSTONE RANCH CORP., a Florida corporation**. Such person (notary Public must check applicable box): () is personally known to me () produced a current driver's license; or () produced _____ as identification

[Signature]
Notary Public, State of Florida
My commission expires:

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 29 day of September, 2014, by William N. Handler as President of **The Fieldstone Ranch Homeowners' Association, Inc., a Florida not for profit corporation**. Such person (notary Public must check applicable box): () is personally known to me () produced a current driver's license or () produced _____ as identification

[Signature]
Notary Public, State of Florida
My commission expires:



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