

THIS DOCUMENT PREPARED BY:

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LANDSCAPE EASEMENT

THIS LANDSCAPE EASEMENT is made and entered into this 31st day of July, 2019, by and between **GRBK GHO LAKE SAPPHIRE, LLC**, a Florida limited partnership ("**Grantor**") and **LAKE SAPPHIRE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Grantor is the owner of certain platted lots as shown on the Plat of Lake Sapphire West Subdivision (the "**Plat**") recorded in **Plat Book 30, Page 19, of the Public Records of Indian River County, Florida** (the "**Lots**").

B. Association is the association under, and the administrator of, the **Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions, recorded in Official Record Book 2819, Page 532, of the Public Records of Indian River County, Florida**, as amended and supplemented from time to time (the "**Declaration**").

C. The Lots are currently subject to a seven and one-half foot (7.5') landscape easement dedicated to the Association on the Plat for the purpose of the installation, maintenance and irrigation of landscaping.

D. The parties have determined that it is beneficial to effectively expand such dedicated easements on certain of the Lots to ten feet (10') by way of Grantor granting this easement for the additional two and one-half feet (2.5') on each Lot contiguous to the platted easement, with the affected Lots and the boundaries of the easement expansion being described on **Exhibit "A"** hereto and with the platted easement and the additional easements herein granted being referred to herein as the "**Easement Area**".

NOW, THEREFORE, in consideration of the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree:

1. Recitals. The recitals set forth above are true and correct.
2. Grant of Easement. Grantor hereby grants to Association, on behalf of Association's Members and its and their successors and assigns, a perpetual and non-exclusive easement over, under, through and upon the two and one-half feet (2.5') portion of the Easement Area described in **Exhibit "A"** for the installation, construction, reconstruction, maintenance, repair, replacement, operation, expansion and/or alteration of landscaping materials, irrigation systems and other related installations (collectively, "**Landscaping Improvements**") to and upon the Easement Area. All such activity shall be conducted by

terms and conditions of this Easement and the Declaration. It is specifically contemplated and agreed that Association's conduct of such activities shall be for the benefit of its members such that the appearance of the Easement Area is complementary to, and consistent with, the appearance and function of the Common Areas under the Declaration.

3. General Matters.

A. This Easement and the terms and provisions hereof shall be binding upon and enforceable by, as applicable, Grantor, Association, and their respective successors and assigns, and all future owners of title to the properties described herein.

B. Nothing contained in this Easement will be deemed to be a grant or dedication of any portion of the Property to or for use by the general public or for any public purpose whatsoever, it being the intention of the parties hereto that this Easement will be strictly limited to the purposes expressed herein.

C. This Easement shall be interpreted and enforced in accordance with the laws of the State of Florida and the prevailing party in any action to enforce the provisions hereof shall be entitled to recover all attorneys' fees and costs actually incurred by that party.

D. This Easement shall not be amended except by written instrument executed by the parties hereto or their applicable successors as described above and recorded in the Public Records of Indian River County, Florida.

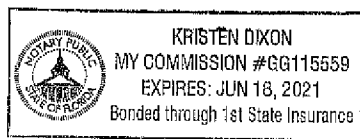
IN WITNESS WHEREOF, Grantor and Association have executed this Easement as of the date and year first above written.

WITNESSES:

K+D
Print Name: Kristen Dixon
Kathy B. Morbert
Print Name: Kathy B. Morbert

STATE OF FLORIDA)
COUNTY OF INDIAN RIVER)
st. lucie

The foregoing instrument was acknowledged before me this 31st day of July, 2019, by William Handler, as Manager of GRBK GHO LAKE SAPPHERE, LLC, a Florida limited liability company, who () is personally known to me or () has produced _____ as identification.



WITNESSES:

GRANTOR:

GRBK GHO LAKE SHAPPIRE, LLC, a
Florida limited liability company
By: [Signature]
Name: William Handler
Title: Manager

K+D
NOTARY PUBLIC
Print Name: Kristen Dixon
Commission Exp.: Jun 18, 2021
Commission No.: GG115559
ASSOCIATION:

LAKE SAPPHIRE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

K+D
Print Name: Kristen Dixon
Kathy B. Modert
Print Name: Kathy B. Modert

By: [Signature]
Name: William Handler
Title: Pres

STATE OF FLORIDA)
COUNTY OF INDIAN RIVER)
St. Lucie

The foregoing instrument was acknowledged before me this 31st day of July 2019, by William Handler, as President of LAKE SAPPHIRE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who () is personally known to me or () has produced _____ as identification.



K+D
NOTARY PUBLIC
Print Name: Kristen Dixon
Commission Exp.: Jun 18, 2021
Commission No.: EG115559

EXHIBIT "A"

An area on each of Lots 14, 15 and 17 according to the Plat of Sapphire West Subdivision recorded in Plat Book 30, Page 19, of the Public Records of Indian River County, Florida and having the following boundaries: (i) a line seven and one-half feet (7.5') inward from the rear boundary of the Lot; (ii) a line parallel to the first boundary line two and one-half feet (2.5') inward into the Lot; and (iii) the two (2) side boundaries of the Lot lying between the boundary lines described in clauses (i) and (ii).