

Prepared By/Return To:
Charles W. Edgar, III, Esq.
Cherry, Edgar & Smith, P.A.
8409 North Military Trail #123
Palm Beach Gardens, Florida 33410

IRRIGATION EASEMENT AGREEMENT

THIS IRRIGATION EASEMENT AGREEMENT is made and entered into this 26 day of June, 2017 by **GHO BERKLEY SQUARE CORP.**, a Florida corporation ("Grantor") to and in favor of **BERKLEY SQUARE COMMUNITY ASSOCIATION, INC.**, a Florida corporation not-for-profit ("Grantee").

RECITALS

A. Grantor is the owner of the following-described property located in Indian River County, Florida (the "Lots" and each a "Lot"):

Lots 6 and 17 of Berkley Square Subdivision, according to the Plat thereof recorded in Plat Book 21, Page 85 of the Public Records of Indian River County, Florida.

B. Each of the Lots is in close proximity to a landscaped island (the "Landscaped Islands" and each, a "Landscaped Island") within a traffic circle constituting a portion of the Common Areas under the **Declaration of Covenants for Berkley Square recorded in Official Records Book 2919, Page 1 of the Public Records of Indian River County, Florida (the "Declaration")**.

C. In accordance with the Declaration, Grantee has the responsibility to maintain the Common Areas within the Berkley Square community governed by the Declaration including, without limitation, the Landscaped Islands.

D. The Landscaped Islands do not have their own source of irrigation water and, therefore, Grantor and Grantee have agreed for the well located or to be located on each Lot to provide such irrigation water not only for the Lot but also the nearest Landscaped Island, in exchange for which Grantee shall provide the compensation to Grantor provided for herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Grantor and Grantee hereby covenant and agree:

1. Grant of Easement.

Grantor hereby grants to Grantee an Easement appurtenant to the Common Areas owned and maintained by Grantee for the purpose of Grantee drawing irrigation water from the pump located on the applicable Lot.

2. Construction Maintenance.

The easement herein granted shall include the right of Grantee to enter onto the applicable Lot to initially construct and then operate, maintain, repair or replace the well located thereon as well as all pipes and other equipment necessary to provide irrigation water to the applicable Landscaped Island (collectively, the "Irrigation System"). Such right shall only be exercised, however, if Grantee first notifies Grantor of the need for construction or of an interruption in the provision of irrigation water to the Landscaped Island and, in the latter case, Grantor fails to correct the cause of such interruption within five (5) days of such notice. Regardless of whether Grantee or Grantor takes such corrective action, the parties shall share equally in the cost thereof, with the party having incurred such costs to provide a statement and reasonable supporting information to the other party, whereupon such other party shall pay its share of the costs as so documented within ten (10) days of receipt thereof. The foregoing shall not apply, however, to damage to the Irrigation System caused by the willful or negligent act or omission of Grantor or Grantee, in which case the party responsible for same shall bear the entire cost of repair or replacement. Each party shall be responsible for maintaining the portion of the Irrigation System located on its own land including, without limitation, sprinkler heads.

3. Compensation.

In consideration of Grantor's provision of irrigation water in accordance with this Agreement, Grantee shall pay to Grantor no later than January 31 of each year of the term of this Agreement, the sum of One Hundred Eighty Dollars (\$180.00). In the event that Grantee fails to timely make such payment, then Grantor shall be entitled to deduct the amount of such payment from the assessments payable by Grantor under the Declaration.

4. General Matters.

A. Easement Appurtenant. The rights set forth herein shall be appurtenant to the property owned by each party and its successors in title thereto and shall run in perpetuity unless this Agreement is terminated by an instrument signed by the then-owners of the applicable properties and recorded in the Public Records of Indian River County, Florida.

B. Applicable Law and Enforcement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, with the prevailing party in any action to do so to be entitled to recover all attorney fees and costs actually incurred by such party at all pre-trial, trial and appellate levels and including any proceedings brought to enforce such right of recovery.

C. Amendment. No amendment to this Agreement shall be valid unless evidenced by a written instrument signed by both parties and recorded in the Public Records of Indian River County, Florida.

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

Signed, sealed and delivered
In the presence of:

[Signature]
Name: Rebecca Dima
[Signature]
Name: LAURA VEGDERIA

GHO Berkley Square Corp., a Florida corporation

By: [Signature]

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 30 day of June, 2017, by Rene Flowers, Vice President, of GHO Berkley Square Corp., a Florida corporation, on behalf of the company, () who is personally known to me OR () who produced _____ as identification.

[Signature]
Notary Signature
Stacey L Margrander
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

 Stacey L. Margrander
Commission # GG050340
Expires: Nov. 27, 2020
Bonded thru Aaron Notary

Signed, sealed and delivered
In the presence of:

Rebecca Lima
Name: Rebecca Lima

LARA VEGHERIA
Name: LARA VEGHERIA

Berkley Square Community Association,
Inc., a Florida corporation not-for-profit

By: William Thordik (President)

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 30 day of June, 2017,
by William Thordik, President, of Berkley Square
Association, Inc., a Florida corporation not-for-profit on behalf of the company, () who
is personally known to me OR () who produced _____ as
identification.

Stacey L. Margrander
Notary Signature

Stacey L. Margrander
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



Stacey L. Margrander
Commission # GG050340
Expires: Nov. 27, 2020
Bonded thru Aaron Notary