

PREPARED BY AND RETURN TO:

Charles W. Edgar, III
Cherry, Edgar & Smith, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410

IRRIGATION LINE EASEMENT

THIS IRRIGATION LINE EASEMENT (this "Easement") is made this 13th day of November, 2023 by **GRBK GHO PROPERTIES, LLC**, a Florida limited liability company, ("Grantor") to and in favor of **ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not-for-profit, its members, successors and assigns ("Grantee").

WITNESSETH:

A. Grantor is the owner of fee simple title to certain platted lots situate, lying and being in the County of Indian River, State of Florida (the "**Easement Lots**") and being more particularly described as **Lots 32 and 33 of The Strand at Indian River Shores, Phase Two according to the Plat thereof recorded in Plat Book 30, Page 64 of the Public Records of Indian River County, Florida.**

B. Grantee is the homeowners' association providing, or causing to be provided, among other services, irrigation to the property operated and/or governed by it, as described in the **Declaration of Covenants for Estates of the Strand at Indian River Shores Neighborhood** recorded in Official Records Book 3206, Page 2157, of the Public Records of Indian River County, Florida, together with all exhibits thereto, all as amended from time to time (the "**Community**").

C. Grantee desires to obtain, and Grantor has agreed to grant, an easement for an irrigation water line (the "**Irrigation Line**") upon, over, under and across the below-described portions of the Easement Lots for the purpose of providing irrigation water to certain areas in the Community.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.
2. **Grant of Easements.** Grantor hereby grants to Grantee a non-exclusive, perpetual easement on, over, under and across seven and one half feet (7.5') on each

side of the common boundary line of the Easement Lots (the "Easement Area") for the purpose of the use, maintenance, repair and replacement of the Irrigation Line, including all necessary rights of ingress and egress over the Easement Lots in which the Easement Area is a part for the aforesaid purposes.

3. **Maintenance**. Grantee shall properly maintain the Irrigation Line within the Easement Area, and shall promptly repair, restore or replace, as applicable, any portions of the Easement Lots damaged or disturbed by any of Grantee's activities hereunder.

4. **Binding Effect**. The rights and obligations contained within this Easement shall run with the lands described herein and shall be binding upon Grantors and their successors and assigns and be for the benefit of Grantee on behalf of itself and its members, and its and their successors and assigns.

5. **No Public Use**. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Easement shall be strictly limited to and for the purposes herein expressed.

6. **Indemnification and Insurance**. Grantee shall indemnify and hold the owners of the Easement Lots from time to time harmless for and from any and all claims, damages, causes of action or liabilities arising from or connected with the exercise of any privileges hereunder by Grantee, including as to any property damage, personal injury or death. Grantee shall at all times maintain public liability insurance with a minimum coverage of Five Hundred Thousand and No/100 Dollars (\$500,000.00).

7. **Severability**. If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

8. **Amendment**. This Easement may not be amended in any respect whatsoever or rescinded, in whole or in part, except by the agreement of both the thenowners of the Easement Lots and Grantee, and then only by written instrument duly executed, acknowledged and recorded in the Public Records of Indian River County, Florida.


9. **Miscellaneous Matters**. 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 do so shall be entitled to recover all attorneys' fees and costs actually incurred by such party (including attorneys' fees and costs in enforcing such right of recovery).

SUBJECT TO the terms of all covenants, conditions restrictions reservations, rights-of-way, easements, liens, limitations on title, if any, and ad valorem taxes for the current year and subsequent years.

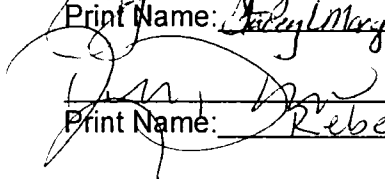
IN WITNESS WHEREOF, Grantor has made and Grantee has accepted, agreed to and executed this Irrigation Easement on the date first shown above.

WITNESSES:


GRBK GHO PROPERTIES, LLC,
a Florida limited liability company



Print Name: Cheryl Marguerite



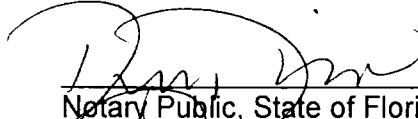
Print Name: Rebecca Dima

By: 

William N. Handler, Manager

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of November 2023, by William N. Handler, as Manager of **GRBK GHO PROPERTIES, LLC**, a Florida limited liability company, on behalf of the company, who is personally know to me or has produced _____ as identification.



Notary Public, State of Florida at Large
Name Printed:

Rebecca Dima

My Commission Expires: 01/09/2025
Commission

No.: HH 075530

(Notarial Seal)



WITNESSES:

[Signature]
 Print Name: Rebecca Dirna

[Signature]
 Print Name: Rebecca Dirna

GRANTEE:

ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]
William N. Handler, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13th day of November, 2023, by William N. Handler, as President of **ESTATES AT THE STRAND AT INDIAN RIVER SHORES NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the company, who is personally know to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large
Name Printed:

Rebecca Dirna

My Commission Expires: 01/09/2025
Commission

No.: HH 075530

(Notarial Seal)

