

PREPARED BY AND 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

7th THIS IRRIGATION EASEMENT AGREEMENT is made and entered into this day of October, 2019 by **GRBK GHO VENEZIA ESTATES, LLC**, a Florida limited liability company ("**Grantor**") to and in favor of **VENEZIA ESTATES PROPERTY OWNERS' 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 "**Lot**"):

Lot 20 of Venezia Estates, according to the Plat thereof recorded in Plat Book 24, Page 44 of the Public Records of Indian River County, Florida.

B. The Lot is in close proximity to a landscaped island (the "**Landscaped Island**") within a traffic circle constituting a portion of the Common Areas under the **Declaration of Covenants, Conditions, Easements, Rights, Limitations and Restrictions for Venezia Estates (West)** recorded in **Official Records Book 2395, Page 533 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 Venezia Estates community governed by the Declaration including, without limitation, the Landscaped Island.

D. The Landscaped Island does not have its own source of irrigation water and, therefore, Grantor and Grantee have agreed for the well located or to be located on the 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 (*i.e.*, the Landscaped Island) for the purpose of Grantee drawing irrigation water from the pump located on the applicable Lot.

2. Construction and Maintenance.

The easement herein granted shall include the right of Grantee to enter onto the Lot to operate, maintain, repair or replace the well located thereon as well as all pipes and other equipment necessary to provide irrigation water to the Landscaped Island (collectively, the "Irrigation System"). However, such right shall only be exercised, if Grantee first notifies Grantor of the need for an interruption in the provision of irrigation water to the Landscaped Island and, in such 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 Seventy Dollars (\$170.00). 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:

GRANTOR:

GRBK GHO VENEZIA ESTATES, LLC,
a Florida limited liability company

A. Kelley
Print Name: Aleese Kelley

By: [Signature]
William Handler, its Manager

[Signature]
Print Name: Julie Pluard

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 7th day of October, 2019, by William Handler, as Manager, of GRBK GHO VENEZIA ESTATES, LLC, a Florida limited liability company, on behalf of the company, () who is personally known to me OR () who produced _____ as identification.

My Commission Expires:

Rebecca Dima
Commission # GG060876
Expires: January 9, 2021
Bonded thru Aaron Notary

[Signature]
Notary Signature State of Florida
Rebecca Dima
Print Notary Name

Signed, sealed and delivered
in the presence of:

GRANTEE:

VENEZIA ESTATES PROPERTY
OWNERS' ASSOCIATION, INC., a
Florida not-for-profit corporation

A. Kelley
Print Name: Aleese Kelley

Julie Howard
Print Name: Julie Howard

By: [Signature]
Name: William Handler
Its: President

STATE OF FLORIDA
COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me this 7th day of October, 2019, by William Handler, _____, of VENEZIA ESTATES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation on behalf of the corporation, () who is personally known to me OR () who produced _____ as identification.

My Commission Expires:



Rebecca Dima
Commission # GG060876
Expires: January 9, 2021
Bonded thru Aaron Notary

[Signature]
Notary Signature State of Florida

Rebecca Dima
Print Notary Name