This instrument prepared by and to be returned to:

Anthony P. Vernace, Esq. Greenberg Traurig, P.A. 777 S. Flagler Drive, Suite 300E West Palm Beach, FL 33401

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "<u>Agreement</u>") is made effective as of the <u>Magneement</u>" day of August, 2018 (the "<u>Effective Date</u>"), by **DCH GROVES LLC**, a Florida limited liability company ("<u>Grantor</u>"), whose address is Post Office Box 320334, Tampa, Florida 33679, and **LENNAR HOMES**, **LLC**, a Florida limited liability company ("<u>Grantee</u>"), whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607.

### RECITALS

- A. Grantor is the owner of certain real property located in Pasco County, Florida and described on Exhibit "A" attached ("Grantor's Property").
- B. On or about the date hereof, Grantor has sold to Grantee real property adjacent to Grantor's Property and described on <u>Exhibit "B"</u> attached ("<u>Grantee's Property</u>"), pursuant to the Agreement for the Purchase and Sale of Real Property, dated May 9, 2016 (as amended, the "Purchase Agreement").
- C. Grantee intends to develop Grantee's Property into a residential community, and Grantee desires temporary access to and the temporary use of the portion of Grantor's Property described on **Exhibit "C"** attached (the "**Easement Area**") in connection with such development.
- D. The Purchase Agreement requires Grantor to make this Agreement for the benefit of Grantee to permit Grantee to access and utilize the Easement Area on the terms set forth below.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), for the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Recitals</u>. The foregoing recitals are correct and are incorporated herein.
- 2. <u>Easement Grant</u>. Grantor hereby grants to Grantee and Grantee's contractors, sub-contractors, employees, agents, licensees, successors and assigns (collectively, "<u>Grantee Parties</u>"), for the benefit of Grantee, Grantee Parties and Grantee's Property, a temporary, non-exclusive easement over, on, under, through and across the Easement Area (i) to use as

reasonably necessary for the development of Grantee's Property, (ii) to regrade a portion of Grantor's Property shown on Exhibit "C" attached hereto, up to an elevation that will allow positive overland drainage across the stormwater pond berm constructed on the Property in a good and workman like manner, consistent with all applicable federal, state and local laws, ordinances, rules and regulations, and also consistent with that certain Drainage Easement and Cost Sharing Agreement between Grantor and Grantee of even date herewith (the "Regrading"), and (iii) to provide temporary pedestrian, vehicular and construction access over and across the Easement Area, including the right of staging vehicles and equipment and storage of materials, to accomplish the development of Grantee's Property and the Regrading.

- Term of Easement Agreement. This Agreement shall be effective as of the 3. Effective Date and shall continue in full force and effect until terminated upon the earlier to occur of (i) the date Grantee's Property is platted and such plat is recorded in the Public Records of Pasco County, (ii) the execution by Grantee and Grantor of a notice of termination of this Agreement which is recorded in the Public Records of Pasco County, or (iii) the nine hundred thirteenth (913th) day after this Agreement is recorded in the Public Records of Pasco County. Without limiting the foregoing, if no termination of this Agreement is recorded, then this Agreement will terminate and be null, void and of no further force and effect the earlier of the recordation of a plat subdividing Grantee's Property or the 913<sup>th</sup> day after this Agreement is recorded, and Grantee shall notify Grantor in writing of termination of this Easement Agreement.
- Grantor reserves unto itself, and its Reserved Rights; Further Assurances. 4. successors and assigns, all rights to the Easement Area that (i) are not inconsistent with the purpose of this Agreement, and (ii) do not interfere with Grantee's permitted uses of the Easement Area during the term of this Agreement. The parties shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto including, without limitation, the delivery and execution of a termination of this Agreement by Grantee in recordable form if requested by Grantor following the termination of this Agreement in accordance with Section 3 hereof.
- Insurance Obligations. Grantee and the Grantee Parties shall, prior to entering the Easement Area, deliver to Grantor a certificate of insurance for comprehensive public liability and property damage insurance, insuring Grantee and the Grantee Parties, as applicable, with respect to their activities on the Easement Area, and naming Grantor as an additional insured. Such insurance shall have minimum limits of \$1,000,000 per person or occurrence, and \$2,000,000 in the aggregate, and shall be kept in effect until termination of this Agreement. The insurance coverages and limits required must be evidenced by properly executed certificates of insurance delivered to Grantor. The insurance coverages required herein are to be primary to any insurance carried by Grantor or any self-insurance by Grantor, said insurance policies shall provide thirty (30) days prior written notice in the event of any proposed termination or charge in insurance.
  - Use and Repair Obligations. 6.

- Use. Grantee shall use the Easement Area for the purposes enumerated in and consistent with the terms of this Agreement and in compliance with all applicable federal, state or local laws, statutes, ordinances, rules and regulations. Without limiting the foregoing provision, at no time during the term of this Agreement shall Grantee or the Grantee Parties treat, dispose of, place or store on the Easement Area, or permit any other party to treat, dispose of, place or store on the Easement Area, any material which requires a governmental permit for the storage, treatment, disposal, handling or maintenance thereof without Grantor's prior written consent. As used herein, "storage" includes the keeping of material in the open on the abovedescribed Easement Area, or in a truck or other vehicle on the Easement Area. In addition, neither Grantee nor the Grantee Parties shall use or place or permit the use of or placement of explosives or explosive materials (whether solid, liquid or gaseous) on the Easement Area.
- Repair/Clean-up. Prior to termination of this Agreement, Grantee shall: (i) ii. remove all equipment, temporary improvements and material owned by either Grantee or the Grantee Parties from the Easement Area; and (ii) fill any portion of the Easement Area, which has been excavated by Grantee or Grantee Parties or contains holes arising from Grantee's exercise of its rights under this Agreement to grade level. In addition, Grantee shall, at Grantee's sole cost and expense, repair any improvements, and replant any trees and landscaping which were removed, damaged or destroyed by Grantee or the Grantee Parties on the Easement Area during the term of this Agreement, with saplings reasonably acceptable to Grantor so that Grantor is able to maintain Grantor's agricultural property tax classification ("greenbelt") with the Pasco County Property Appraiser. If Grantee fails to commence to cure and thereafter diligently pursue any necessary repairs, replacement or replanting within thirty (30) days after written notice thereof from Grantor (the "Repair Work"), then Grantor shall have the right to effect the Repair Work, at Grantee's expense plus an additional ten percent (10%) administrative fee, and Grantee shall pay the same no later than twenty (20) days after demand thereof by Grantor, which demand will include invoices and checks for the Repair Work undertaken by Grantor.
- Indemnification. Grantee indemnifies, defends and holds Grantor and Grantor's members, managers, directors, officers, employees and agents, harmless from and against all injury, damage, claims, causes of action, loss, cost or expense, including but not limited to reasonable attorneys' fees and court costs, resulting from Grantee or the Grantee Parties' exercise of rights under this Agreement. Without limiting the foregoing provision, Grantee shall not allow any lien to attach to the Easement Area for work undertaken by Grantee or the Grantee Parties under this Agreement, and if a lien or notice of commencement is recorded affecting the Easement Area, Grantee shall remove or terminate said lien or notice of commencement as it affects the Easement Area within thirty (30) days of demand thereof from Grantor.
- Document Construction. No provision of this Agreement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.
- Notices. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by United States mail,

postage prepaid, or overnight delivery service (such as federal express), or by courier service, or by hand delivery to the office of each party first indicated above. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

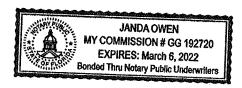
### 10. Miscellaneous.

- 1. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of the Agreement, or the application of such provisions shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 2. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in Pasco County, Florida.
- (c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- (d) Nothing in the Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts and obligations of the other.
- (e) This Agreement contains the complete understanding and agreement of the parties hereto, with respect to all matters referred to herein, and any and all prior representations, negotiations and understandings are superseded hereby. This Agreement may not be amended, modified or terminated except in writing, executed and acknowledged by all the parties to this Agreement or their successors or assigns.
- (f) The rights of the parties under the foregoing shall be cumulative and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.
- (g) Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. The easements granted herein and the other covenants of the parties set forth in this Agreement shall be deemed appurtenant to Grantee's Property, and a burden against the Easement Area, and shall during their effectiveness, constitute covenants running with the land, binding upon, and inuring to the benefit of and be binding upon the respective successors and assigns of the parties, including subsequent owners of any portion of Grantee' Property or the Easement Area.

- (h) Grantee hereby accepts the Easement Area in its "AS IS, WHERE IS" condition, with all faults. Grantor makes no representation or warranty of any kind or nature (whether written, verbal, express or implied), to Grantee, the Grantee Parties, or any other person or entity regarding the physical condition or suitability of the Easement Area for the permitted uses of the Easement Area under this Agreement.
- (i) This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the Effective Date. Signed, sealed and delivered in the presence of: "Grantor" DCH GROVES LLC, a Florida limited liability company By: Print Name: R. JAMES RO Title: Manager Print Name: JANOH (Witnesses as to Barbara Harvey Ryals) STATE OF FLORIDA COUNTY OF THE ISLUSTICAN The foregoing instrument was acknowledged before me this  $\sqrt{54}$  day of August, 2018, by Barbara Harvey Ryals, as a manager of DCH Groves LLC, a Florida limited liability company, on behalf of said company. She [X] is personally known to me or [\_\_] has produced as identification. [Affix Notary Stamp/Seal Below]



Print Name: JANNAOWE

Commission No.:

My Commission Expires:

IN WITNESS WHEREOF, Grantee has year written below.	duly executed this Agreement as of the day and
Signed, sealed and delivered in the presence of:	"Grantee"
Print Name: Becky Wilson	LENNAR HOMES, LLC, a Florida limited liability company  By:  Print Name: Maryn L. Methews
DA Gol	Title: The President
Print Name: Dust - Tohnson	·
STATE OF FLORIDA	
COUNTY OF Hillsborough	+
The foregoing instrument was acknowled by Marun L. Micheny, as Vice LLC, a Florida limited liability company, on belknown to me or [_] has produced identification.	dged before me this 25th day of March, 2018, of Lennar Homes, half of said company. She/He is personally as
[Affix Notary Stamp/Seal Below]	
SUZANNE J. CROUCH Notary Public - State of Florida Commission # FF 961576 My Comm. Expires Apr 5, 2020 Bonded through National Notary Assn.	Notary Public, State of Florida Print Name: <u>Suzanne</u> J. Growth Commission No.: My Commission Expires:

### **EXHIBIT "A"**

### **GRANTOR'S PROPERTY**

A parcel of land lying in the Northwest ¼ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest ¼ of said Section 21, S.89°37'02"E., a distance of 290.00 feet; thence leaving said North boundary, S.00°20'29"W., a distance of 90.21 feet to the

POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses; (1) S.89°37'02"E., a distance of 264.22 feet; (2) N.89°23'01"E., a distance of 184.40 feet; (3) S.89°37'02"E., a distance of 349.95 feet; (4) S.00°22'58"W., a distance of 5.00 feet; (5) S.89°37'02"E., a distance of 200.18 feet; (6) S.89°55'22"E., a distance of 375.03 feet; (7) S.89°37'02"E., a distance of 24.79 feet; (8) N.00°22'58"E., a distance of 6.00 feet; (9) S.89°37'02"E., a distance of 906.88 feet; thence leaving said South Right-Of-Way line, S.00°21'56"W., a distance of 756.00 feet; thence N.89°51'39"W., a distance of 1447.81 feet; thence S.00°07'02"W., a distance of 182.33 feet; thence N.89°38'59"W., a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line, N.00°20'29"E., a distance of 692.15 feet; thence leaving said East Right-of-Way line, S.89°40'52"E., a distance of 260.00 feet; thence N.00°20'29"E., a distance of 246.47 feet to the POINT OF BEGINNING.

Containing 47.78 Acres, more or less

#### **EXHIBIT "B"**

#### **GRANTEE'S PROPERTY**

The East 1/2 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, lying Northwesterly of the Anclote River.

#### ALSO

The North 1/2 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

### **ALSO**

The North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

#### ALSO

The North 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

#### **ALSO**

The South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

### **ALSO**

All of Anclote Heights, according to the plat thereof, as recorded in Plat Book 3, Page 50 of the Public Records of Pasco County, Florida, as vacated by Resolution No. 87-207 recorded in Official Records Book 1618, Page 1583 and Resolution No. 18-223 recorded in Official Records Book 9755, Page 1129, of the Public Records of Pasco County, Florida, LESS that portion lying within Stony Point, according to the plat thereof, as recorded in Plat Book 35, Pages 6 through 8 of the Public Records of Pasco County, Florida, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 21; Thence along the East line of the Northwest 1/4 of said Section 21, N.00°21'56"E., a distance of 329.75 feet to the Southeast corner of said Anclote Heights and the POINT OF BEGINNING, also being the Northeast corner of Tract A of said Stony Point; thence along the Southerly line of said Anclote Heights and the plat boundary for Stony Point, N.89°36'18"W., a distance of 1019.24 feet; thence leaving said Southerly line of Anclote Heights, along the plat boundary for Stony Point the following three (3) courses; 1.) N.00°21'03"E., a distance of 399.95 feet; 2.) N.89°35'16"W., a distance of 256.71 feet; 3.) S.00°23'32"W., a distance of 400.02 feet to the Southerly line of said Anclote Heights; thence along the southerly line of said Anclote Heights, N.89°36'18"W., a distance of 43.02 feet to the Southwest corner thereof; thence along the Westerly line of said Anclote Heights, N.00°21'48"E., a distance of 658.96 feet to the Northwest corner thereof; thence along the Northeast corner thereof; thence along the Easterly line of said Anclote Heights, S.00°21'56"W., a distance of 659.08 feet to the Southeast corner thereof and the POINT OF BEGINNING.

### **ALSO**

The North 300.25 feet of Tract 30 of the Tampa-Tarpon Springs Land Company Subdivision of said Section 21, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70, of the public records of Pasco County, Florida.

### **ALSO**

That portion of the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, lying Northwesterly of the Anclote River, Pasco County, Florida.

LESS AND EXCEPT the North 30 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

#### ALSO LESS AND EXCEPT

The West 1,037.14 feet of the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as affected by Quit Claim Deed recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida and Warranty Deed recorded in Official Records Book 883, Page 199, of the public records of Pasco County, Florida.

#### ALSO LESS AND EXCEPT

The East 257.00 feet of the West 300.00 feet of the South 400.00 feet of the South 2/3 of the North 3/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, also additional lands conveyed to Rancho Del Ciervo Estates by Quit Claim Deed recorded in Official Records Book 1036, Page 1287, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

The West 1,037.14 feet of Tract 30, of the Tampa-Tarpon Springs Land Company Subdivision of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as shown on the plat recorded in Plat Book 1, Pages 68, 69, and 70, of the public records of Pasco County, Florida, as affected by Order of Taking recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation, described in Stipulated Order of Taking recorded in Official Records Book 3684, Page 1605, of the public records of Pasco County, Florida.

#### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Deed recorded in Official Records Book 4278, Page 57, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 204, of the public records of Pasco County, Florida.

#### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Chevron U.S.A., Inc., by Special Warranty Deed recorded in Official Records Book 1971, Page 1907, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Pasco County, Florida, a political subdivision of the State of Florida by Trustee's Deed recorded in Official Records Book 2006, Page 1179, of the public records of Pasco County, Florida.

#### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 200, of the public records of Pasco County, Florida.

#### ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation by Order of Taking recorded in Official Records Book 4262, Page 974, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion, if any, of Stony Point Subdivision, as recorded in Plat Book 35, Pages 6, 7, and 8, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

Road rights of way for State Road 54 and Madison Street and Celtic Drive.

### ALSO LESS AND EXCEPT

Any portion of Colonial Hills Unit Twenty-Three, as recorded in Plat Book 17, Pages 33 and 34, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

A parcel of land lying in the Northwest ¼ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows.

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest ¼ of Section 21, South 89°37' 02" East, a distance of 290.00 feet; thence leaving said North boundary, South 00°20' 29" West, a distance of 90.21 feet to the POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in

Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses: (1) South 89°37' 02" East, a distance of 264.22 feet; (2) North 89°23' 01" East, a distance of 184.40 feet; (3) South 89°37' 02" East, a distance of 349.95 feet; (4) South 00°22' 58" West, a distance of 5.00 feet; (5) South 89°37' 02" East, a distance of 200.18 feet; (6) South 89°55' 22" East, a distance of 375.03 feet; (7) South 89°37' 02" East, a distance of 24.79 feet (8) North 00°22' 58" East, a distance of 6.00 feet; (9) thence South 89°37' 02" East, a distance of 906.88 feet; thence leaving said South Right-of-Way line, South 00°21' 56" West, a distance of 756.00 feet; thence North 89°51' 39" West, a distance of 1447.81 feet; thence South 00°07' 02" West, a distance of 182.33 feet; thence North 89°38' 59" West, a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line North 00°20' 29" East, a distance of 692.15 feet; thence leaving said East Right-of-Way line, South 89°40' 52" East, a distance of 260.00 feet; thence North 00°20' 29" East, a distance of 246.47 feet to the POINT OF BEGINNING.

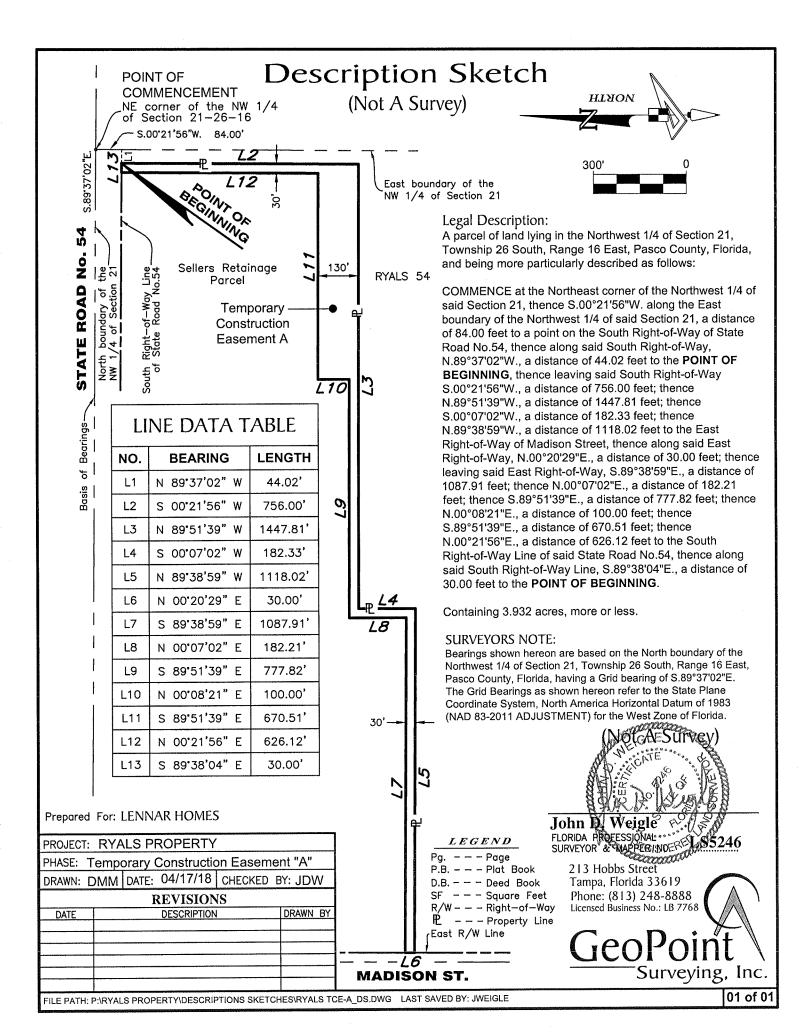
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# EXHIBIT "C"

# THE EASEMENT AREA

[attached]

WPB 384165556v2



INSTR# **2018142832** OR BK **9776** PG **3393** Page 1 of 14 08/23/2018 08:32 AM Rept: 1984576 Rec: 120.50 DS: 0.00 IT: 0.00 Paula S. O'Neil, Ph.D., Pasco County Clerk & Comptroller

This instrument prepared by and to be returned to:

Anthony P. Vernace, Esq. Greenberg Traurig, P.A. 777 S. Flagler Drive, Suite 300E West Palm Beach, FL 33401

### **CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT**

THIS CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Grantor"), whose address is 4600 West Cypress Street, Suite 200, Tampa, Florida 33607, and DCH GROVES LLC, a Florida limited liability company ("Grantee"), whose address is Post Office Box 320334, Tampa, Florida 33679.

### RECITALS

- A. Grantor is the owner of certain real property located in Pasco County, Florida and described on **Exhibit "A"** attached ("**Grantor's Property**").
- B. Grantee is the owner of certain real property located in Pasco County, Florida and described on **Exhibit "B"** attached ("**Grantee's Property**").
- C. Grantee (or Grantee's successors and assigns) may desire, in the future, to construct or install a new fence or retaining wall ("<u>Fence and/or Wall</u>") on Grantee's Property near or at the common boundary between Grantee's Property and Grantor's Property. In such an event, Grantee desires to access and utilize the portion of Grantor's Property described on <u>Exhibit "C"</u> attached (the "<u>Easement Area</u>") in connection with such construction.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), for the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Recitals. The foregoing recitals are correct and are incorporated herein.
- 2. <u>Easement Grant</u>. Grantor hereby grants to Grantee and Grantee's contractors, sub-contractors, employees, agents, licensees, successors and assigns (collectively, "<u>Grantee Parties</u>"), for the benefit of Grantee, Grantee Parties and Grantee's Property, a perpetual, non-exclusive easement over, on, under, through and across the Easement Area (i) to use in connection with the construction of a Fence and/or Wall, and to provide pedestrian, vehicular and construction access over and across the Easement Area, including the right of staging vehicles and equipment and storage of materials during construction of a Fence and/or Wall on Grantee's Property, provided, however, Grantee shall complete the construction or installation of a Fence and/or Wall no later than one (1) year after commencement of construction or installation of said Fence and/or Wall by Grantee, and (ii) thereafter for use in connection with

the maintenance and or repair of the Fence and/or Wall including pedestrian and vehicular access over and across the Easement Area, including the right of staging vehicles and equipment and storage of materials if reasonably necessary or required in connection with the maintenance or repair of a Fence and/or Wall on Grantee's Property. Notwithstanding this grant of easement by Grantor, nothing in this Agreement shall be interpreted or construed as mandating the construction or installation of a Fence and/or Wall by Grantee, the Grantee Parties or Grantee's successor or assigns.

- 3. <u>Term of Easement Agreement</u>. This Agreement shall be effective as of the date that it is recorded in the Public Records of Pasco County ("<u>Effective Date</u>") and shall continue in full force and effect in perpetuity unless terminated in writing by Grantee by an a notice of termination recorded in the Public Records of Pasco County, Florida.
- 4. Reserved Rights; Further Assurances. Grantor reserves unto itself, and its successors and assigns, all rights to the Easement Area that (i) are not inconsistent with the purpose of this Agreement, and (ii) do not interfere with Grantee's permitted uses of the Easement Area during the term of this Agreement. The parties shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto.
- 5. <u>Insurance Obligations</u>. Grantee and the Grantee Parties shall, prior to entering the Easement Area, deliver to Grantor a certificate of insurance for comprehensive public liability and property damage insurance, insuring Grantee and the Grantee Parties, as applicable, with respect to their activities on the Easement Area, and naming Grantor as an additional insured. Such insurance shall have minimum limits of \$1,000,000 per person or occurrence, and \$2,000,000 in the aggregate, and shall be kept in effect until termination of this Agreement. The insurance coverages and limits required must be evidenced by properly executed certificates of insurance delivered to Grantor. The insurance coverages required herein are to be primary to any insurance carried by Grantor or any self-insurance by Grantor, said insurance policies shall provide thirty (30) days prior written notice in the event of any proposed termination or charge in insurance.

### 6. Use and Repair Obligations.

1. <u>Use.</u> Grantee shall use the Easement Area for the purposes enumerated in and consistent with the terms of this Agreement and in compliance with all applicable federal, state or local laws, statutes, ordinances, rules and regulations. Without limiting the foregoing provision, at no time during the term of this Agreement shall Grantee or the Grantee Parties treat, dispose of, place or store on the Easement Area, or permit any other party to treat, dispose of, place or store on the Easement Area, any material which requires a governmental permit for the storage, treatment, disposal, handling or maintenance thereof without Grantor's prior written consent. As used herein, "storage" includes the keeping of material in the open on the above-described Easement Area, or in a truck or other vehicle on the Easement Area. In addition, neither Grantee nor the Grantee Parties shall use or place or permit the use of or placement of explosives or explosive materials (whether solid, liquid or gaseous) on the Easement Area.

- Repair/Clean-up. Upon completion of the construction, maintenance or repair of the Fence and/or Wall, Grantee shall: (i) remove all equipment, temporary improvements and material owned by either Grantee or the Grantee Parties from the Easement Area; and (ii) fill any portion of the Easement Area, which has been excavated by Grantee or Grantee Parties or contains holes arising from Grantee's exercise of its rights under this Agreement to grade level. In addition, Grantee shall, at Grantee's sole cost and expense, repair any improvements, and replant any trees and landscaping which were removed, damaged or destroyed by Grantee or the Grantee Parties on the Easement Area during the term of this Agreement with trees and landscaping of similar species but which may be smaller in size provided the same is reasonably acceptable to Grantor and at least graded Florida Number 1 by the Florida Department of Agriculture and Consumer Services. If Grantee fails to commence to cure and thereafter diligently pursue any necessary repairs, replacement or replanting within thirty (30) days after written notice thereof from Grantor (the "Repair Work"), then Grantor shall have the right to effect the Repair Work, at Grantee's expense plus an additional ten percent (10%) administrative fee, and Grantee shall pay the same no later than twenty (20) days after demand thereof by Grantor, which demand will include invoices and checks for the Repair Work undertaken by Grantor.
- 7. <u>Indemnification</u>. Grantee indemnifies, defends and holds Grantor and Grantor's members, managers, directors, officers, employees and agents, harmless from and against all injury, damage, claims, causes of action, loss, cost or expense, including but not limited to reasonable attorneys' fees and court costs, resulting from Grantee or the Grantee Parties' exercise of rights under this Agreement. Without limiting the foregoing provision, Grantee shall not allow any lien to attach to the Easement Area for work undertaken by Grantee or the Grantee Parties under this Agreement, and if a lien or notice of commencement is recorded affecting the Easement Area, Grantee shall remove or terminate said lien or notice of commencement as it affects the Easement Area within thirty (30) days of demand thereof from Grantor.
- 8. <u>Grantor's Plat</u>. Grantee shall, within five (5) business days after request therefor, cooperate with Grantor's efforts to plat Grantor's Property, including executing or joining in the plat if required.
- 9. <u>Document Construction</u>. No provision of this Agreement shall be construed or interpreted to the disadvantage of any party by any court or other governmental or judicial authority or arbitrator by reason of either party being deemed to have structured, drafted or specified such provision.
- 10. <u>Notices</u>. All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by United States mail, postage prepaid, or overnight delivery service (such as federal express), or by courier service, or by hand delivery to the office of each party first indicated above. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

### 11. <u>Miscellaneous</u>.

- i. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of the Agreement, or the application of such provisions shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- ii. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. Venue with respect to any litigation and jurisdiction for any dispute arising under this Agreement shall be exclusively in the courts located in Pasco County, Florida.
- (c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- (d) Nothing in the Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts and obligations of the other.
- (e) This Agreement contains the complete understanding and agreement of the parties hereto, with respect to all matters referred to herein, and any and all prior representations, negotiations and understandings are superseded hereby. This Agreement may not be amended, modified or terminated except in writing, executed and acknowledged by all the parties to this Agreement or their successors or assigns.
- (f) The rights of the parties under the foregoing shall be cumulative and the failure on the part of a party to exercise properly any rights given hereunder shall not operate to waive or to forfeit any of the said rights.
- (g) Nothing contained in this Agreement shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. The easements granted herein and the other covenants of the parties set forth in this Agreement shall be deemed appurtenant to Grantee's Property, and a burden against the Easement Area, and shall during their effectiveness, constitute covenants running with the land, binding upon, and inuring to the benefit of and be binding upon the respective successors and assigns of the parties, including subsequent owners of any portion of Grantee' Property or the Easement Area.
- (h) Grantee hereby accepts the Easement Area in its "AS IS, WHERE IS" condition, with all faults. Grantor makes no representation or warranty of any kind or nature (whether written, verbal, express or implied), to Grantee, the Grantee Parties, or any other person or entity regarding the physical condition or suitability of the Easement Area for the permitted uses of the Easement Area under this Agreement.

(i) This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has of Date.	duly executed this Agreement as of the Effective
Signed, sealed and delivered in the presence of:	"Grantor"
Print Name: Backy Wilson	By: Print Name:  When I was a standard limited liability company  By: Print Name:  Title:  When I was a standard limited limit
Print Name: Durka Johason	
STATE OF FLORIDA	
COUNTY OF Hillsborough	
The foregoing instrument was acknowledged before me this 25th day of August, 2018, by Marvin L. Metheny, as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of said company. She/He is personally known to me or in has produced as identification.	
[Affix Notary Stamp/Seal Below]	
SUZANNE J. CROUCH Notary Public - State of Florida Commission # FF 961576 My Comm. Expires Apr 5, 2020 Bonded through National Notary Assn.	Notary Public, State of Florida Print Name: SUZANNE J. Crouch Commission No.: My Commission Expires:

IN WITNESS WHEREOF, Grantee has duly executed this Agreement as of the day and year written below.

Signed, sealed and delivered in the presence of:

"Grantee"

Title: Manager

DCH GROVES LLC, a Florida

limited liability company

Print Name: R. TAMES ROBBINSJR.

Barbara Harvey Ryals/

Print Name: JANDA OWEN

(Witnesses as to Barbara Harvey Ryals)

COUNTY OF JULISLATOUS

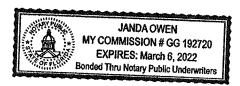
The foregoing instrument was acknowledged before me this 15th day of August, 2018, by Barbara Harvey Ryals, as Manager of DCH Groves LLC, a Florida limited liability company, on behalf of said company. She [X] is personally known to me or [\_] has produced \_\_\_\_\_\_ as identification.

[Affix Notary Stamp/Seal Below]

Notary Public, State of Florida
Print Name: JANDAOWEN

Commission No.:

My Commission Expires:\_\_\_\_



### **EXHIBIT A**

The East 1/2 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, lying Northwesterly of the Anclote River.

#### **ALSO**

The North 1/2 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

### **ALSO**

The North 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

### ALSO

The North 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

### **ALSO**

The South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

### **ALSO**

All of Anclote Heights, according to the plat thereof, as recorded in Plat Book 3, Page 50 of the Public Records of Pasco County, Florida, as vacated by Resolution No. 87-207 recorded in Official Records Book 1618, Page 1583 and Resolution No. 18-223 recorded in Official Records Book 9755, Page 1129, of the Public Records of Pasco County, Florida, LESS that portion lying within Stony Point, according to the plat thereof, as recorded in Plat Book 35, Pages 6 through 8 of the Public Records of Pasco County, Florida, being a portion of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East and being more particularly described as follows:

COMMENCE at the Southeast corner of the Northwest 1/4 of said Section 21; Thence along the East line of the Northwest 1/4 of said Section 21, N.00°21'56"E., a distance of 329.75 feet to the Southeast corner of said Anclote Heights and the POINT OF BEGINNING, also being the Northeast corner of Tract A of said Stony Point; thence along the Southerly line of said Anclote Heights and the plat boundary for Stony Point, N.89°36'18"W., a distance of 1019.24 feet; thence leaving said Southerly line of Anclote Heights, along the plat boundary for Stony Point the following three (3) courses; 1.) N.00°21'03"E., a distance of 399.95 feet; 2.) N.89°35'16"W., a distance of 256.71 feet; 3.) S.00°23'32"W., a distance of 400.02 feet to the Southerly line of said Anclote Heights; thence along the southerly line of said Anclote Heights, N.89°36'18"W., a distance of 43.02 feet to the Southwest corner thereof; thence along the Westerly line of said Anclote Heights, N.00°21'48"E., a distance of 658.96 feet to the Northwest corner thereof; thence along the Northerly line of said Anclote Heights, S.89°36'36"E., a distance of 1319.28 feet to the Northeast corner thereof; thence along the Easterly line of said Anclote Heights, S.00°21'56"W., a distance of 659.08 feet to the Southeast corner thereof and the POINT OF BEGINNING.

### **ALSO**

The North 300.25 feet of Tract 30 of the Tampa-Tarpon Springs Land Company Subdivision of said Section 21, Township 26 South, Range 16 East, as shown on the plat recorded in Plat Book 1, Pages 68, 69 and 70, of the public records of Pasco County, Florida.

#### **ALSO**

That portion of the North 3/4 of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, lying Northwesterly of the Anclote River, Pasco County, Florida.

LESS AND EXCEPT the North 30 feet of the East 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida.

## ALSO LESS AND EXCEPT

The West 1,037.14 feet of the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as affected by Quit Claim Deed recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida and Warranty Deed recorded in Official Records Book 883, Page 199, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

The East 257.00 feet of the West 300.00 feet of the South 400.00 feet of the South 2/3 of the North 3/4 of the Southeast 1/4 of the Northwest 1/4 of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, also additional lands conveyed to Rancho Del Ciervo Estates by Quit Claim Deed recorded in Official Records Book 1036, Page 1287, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

The West 1,037.14 feet of Tract 30, of the Tampa-Tarpon Springs Land Company Subdivision of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, as shown on the plat recorded in Plat Book 1, Pages 68, 69, and 70, of the public records of Pasco County, Florida, as affected by Order of Taking recorded in Official Records Book 657, Page 468, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation, described in Stipulated Order of Taking recorded in Official Records Book 3684, Page 1605, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Deed recorded in Official Records Book 4278, Page 57, of the public records of Pasco County, Florida.

#### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 204, of the public records of Pasco County, Florida.

#### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Chevron U.S.A., Inc., by Special Warranty Deed recorded in Official Records Book 1971, Page 1907, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to Pasco County, Florida, a political subdivision of the State of Florida by Trustee's Deed recorded in Official Records Book 2006, Page 1179, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property conveyed to the State of Florida, Department of Transportation by Warranty Deed recorded in Official Records Book 4263, Page 200, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion of the above described property acquired by the State of Florida, Department of Transportation by Order of Taking recorded in Official Records Book 4262, Page 974, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

That portion, if any, of Stony Point Subdivision, as recorded in Plat Book 35, Pages 6, 7, and 8, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

Road rights of way for State Road 54 and Madison Street and Celtic Drive.

### ALSO LESS AND EXCEPT

Any portion of Colonial Hills Unit Twenty-Three, as recorded in Plat Book 17, Pages 33 and 34, of the public records of Pasco County, Florida.

### ALSO LESS AND EXCEPT

A parcel of land lying in the Northwest ¼ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows.

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest ¼ of Section 21, South 89°37' 02" East, a distance of 290.00 feet; thence leaving said North boundary, South 00°20' 29" West, a distance of 90.21 feet to the POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in

Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses: (1) South 89°37' 02" East, a distance of 264.22 feet; (2) North 89°23' 01" East, a distance of 184.40 feet; (3) South 89°37' 02" East, a distance of 349.95 feet; (4) South 00°22' 58" West, a distance of 5.00 feet; (5) South 89°37' 02" East, a distance of 200.18 feet; (6) South 89°55' 22" East, a distance of 375.03 feet; (7) South 89°37' 02" East, a distance of 24.79 feet (8) North 00°22' 58" East, a distance of 6.00 feet; (9) thence South 89°37' 02" East, a distance of 906.88 feet; thence leaving said South Right-of-Way line, South 00°21' 56" West, a distance of 756.00 feet; thence North 89°51' 39" West, a distance of 1447.81 feet; thence South 00°07' 02" West, a distance of 182.33 feet; thence North 89°38' 59" West, a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line North 00°20' 29" East, a distance of 260.00 feet; thence leaving said East Right-of-Way line, South 89°40' 52" East, a distance of 260.00 feet; thence North 00°20' 29" East, a distance of 246.47 feet to the POINT OF BEGINNING.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

### **EXHIBIT "B"**

### **GRANTEE'S PROPERTY**

A parcel of land lying in the Northwest ¼ of Section 21, Township 26 South, Range 16 East, Pasco County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 21, thence along the North boundary of the Northwest ¼ of said Section 21, S.89°37'02"E., a distance of 290.00 feet; thence leaving said North boundary, S.00°20'29"W., a distance of 90.21 feet to the

POINT OF BEGINNING and the South Right-of-Way line of State Road No. 54 as described in Official Records Book 4263, Page 204 and Official Records Book 3684, Page 1605 of the Public Records of Pasco County, Florida; thence along said South Right-of-Way line the following nine (9) courses; (1) S.89°37'02"E., a distance of 264.22 feet; (2) N.89°23'01"E., a distance of 184.40 feet; (3) S.89°37'02"E., a distance of 349.95 feet; (4) S.00°22'58"W., a distance of 5.00 feet; (5) S.89°37'02"E., a distance of 200.18 feet; (6) S.89°55'22"E., a distance of 375.03 feet; (7) S.89°37'02"E., a distance of 24.79 feet; (8) N.00°22'58"E., a distance of 6.00 feet; (9) S.89°37'02"E., a distance of 906.88 feet; thence leaving said South Right-Of-Way line, S.00°21'56"W., a distance of 756.00 feet; thence N.89°51'39"W., a distance of 1447.81 feet; thence S.00°07'02"W., a distance of 182.33 feet; thence N.89°38'59"W., a distance of 1118.02 feet to the East Right-of-Way line of Madison Street; thence along said East Right-of-Way line, N.00°20'29"E., a distance of 692.15 feet; thence leaving said East Right-of-Way line, S.89°40'52"E., a distance of 260.00 feet; thence N.00°20'29"E., a distance of 246.47 feet to the POINT OF BEGINNING.

Containing 47.78 Acres, more or less

# EXHIBIT "C"

## THE EASEMENT AREA

[attached]

WPB 384165564v2

