

Prepared by and after recording, return to:
Jorge M. Vigil, Esq.
Jorge M. Vigil PA
265 Sevilla Avenue
Coral Gables, FL 33134

INSTR # 112712811
OR BK 51338 Pages 1965 - 1971
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BROWARD COUNTY COMMISSION
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DEPUTY CLERK 2090
#1, 7 Pages

Property Appraiser's Parcel Identification Nos. 4841 24 38 0010

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the 12th day of December, 2014 by and between **CAPE SABLE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (collectively, "Owner"), whose address is 5665 Coral Ridge Drive Coral Springs, FL 33076, and **TOSCANA PARK VILLAS, LLC**, a Florida limited liability company, its licensees, agents, successors, and assigns ("Toscana"), whose address is 1 N. Clematis St. Suite 200, West Palm Beach, Florida 33401.

WITNESSETH:

WHEREAS, Owner is the owner of the real property described in Exhibit "A" attached hereto (the "Easement Area"); and

WHEREAS, Owner desires to grant an easement to Toscana over, on, upon, across, under and through the Easement Area, subject to the terms and conditions of this Easement Agreement.

NOW THEREFORE, in consideration of the premises, the covenants and the agreements hereinafter set forth, the parties hereto agree as follows:

1. Definitions. In addition to those terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

(a) "Legal Requirements": Any and all applicable federal, state, county and municipal laws, ordinances, regulations, codes, rules or orders including without limitation, requirements relating to environmental protection, land use, and zoning laws and regulations.

(b) The "Parties" shall mean Toscana and Owner.

(c) The term "Permittees" shall mean and refer to all guests, employees, licensees, agents, contractors, vendors and other invitees of Toscana or Owner.

2. Establishment of Easement Across Easement Area; Rights Granted Toscana; Assignment. Owner hereby grants and gives to Toscana an easement over, on, upon, across, under and through the Easement Area. Said easement shall also include the right to construct, operate and maintain utility facilities, including without limitation water and sewer utility

facilities, in the Easement Area. Toscana may assign its rights hereunder to one or more governmental entities (including without limitation Broward County and/or the City of Margate) or to any departments, divisions or authorities within a governmental entity, as applicable, for the purpose of constructing, operating and maintaining utilities service and facilities under, over or across the Easement Area. Effective upon the recordation of such an assignment in the public records of Broward County, Florida, Toscana shall be relieved of any and all obligations contained hereunder.

3. Litigation. In the event of any litigation in connection with the easements, the prevailing party shall be entitled to recover all reasonable costs in connection therewith, including attorneys' fees and such costs and fees as may be incurred in connection with any appellate or bankruptcy proceedings.

4. Invalidity. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

5. Waiver. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the rights of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

6. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties hereto and their respective legal representatives, tenants, mortgagees, successors and permitted assigns, nor is anything to this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

7. Applicable Law; Compliance with Legal Requirements. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. In exercising its rights hereunder, Toscana, or its assignee, will comply with all Legal Requirements.

8. Submission to Jurisdiction. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in a court of the State of Florida, Miami-Dade County, or in the United States District Court Southern District, having subject matter jurisdiction thereof, and all parties agree to submit to the jurisdiction of such forum.

9. Amendments. This Agreement may not be amended, modified, or supplemented except in writing executed by all parties hereto and duly recorded in the public records of Broward County, Florida.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

WITNESSES

OWNER :

CAPE SABLE HOMEOWNERS
ASSOCIATION, INC., a Florida not for
profit corporation

By: [Signature]
Print Name: Mark Mabo
By: Maur Scuziano
Print Name: Maur Scuziano

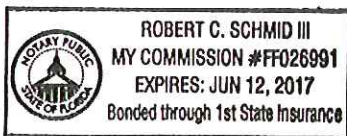
By: [Signature]
Name: Kieth Walker
Title: President

STATE OF FLORIDA)
) ss.:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 12th day of December 2014 by Kieth Walker, the President of Cape Sable Homeowner's Association, Inc., who executed the foregoing instrument on behalf of said corporation for the purposes therein expressed. He/she personally appeared before me and is either (☒) personally known to me or () has produced FL Driver Lic as identification.

[NOTARY SEAL]

Notary: [Signature]
Print Name: Robert Schmid
Notary Public, State of Florida
My commission expires: June 12, 2007



for Cape Sable Homeowners Assoc. Inc

TOSCANA:

TOSCANA PARK VILLAS, LLC
a Florida limited liability company

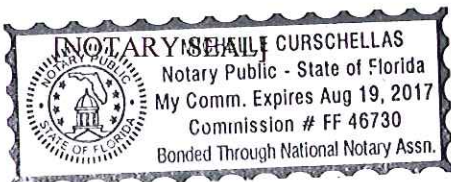
By: [Signature]
Print Name: Andres Corral

By: [Signature]
Name: Juan P. Pardo
Title: V.P.

By: M. Mato
Print Name: Mmanuel Mato

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12 day of Dec., 2014 by Juan Pardo, as President of Toscana Park Villas, LLC, a Florida limited liability company, who executed the foregoing instrument on behalf of said company for the purposes therein expressed. He/She personally appeared before me and is either () personally known to me or () has produced _____ as identification.



Notary: Michelle Curschellas
Print Name: Michelle Curschellas
Notary Public, State of Florida
My commission expires:

EXHIBIT "A"

Easement Area

4815-0328-9118, v. 1

**DESCRIPTION OF
OFFSITE UTILITY EASEMENT
AT PARCEL "A"
NEWTH PLAT**

LEGAL DESCRIPTION

A PORTION OF THE NORTH 40 FEET OF THE SOUTH 450 FEET OF THE WEST 220 FEET OF THE EAST 300 FEET (AS MEASURED ALONG THE SOUTH AND EAST LINES) OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTH ONE-HALF (N 1/2) OF SECTION 24, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF **NEWTH PLAT**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 173, PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°29'28" WEST, ALONG THE SOUTH LINE OF SAID **NEWTH PLAT**, A DISTANCE OF 130.63 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00°59'34" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°29'28" WEST, ALONG THE NORTH LINE OF HORIZONS LANE AS SHOWN ON **GREAT HORIZONS PARK**, AS RECORDED IN PLAT BOOK 98, PAGE 45, OF SAID PUBLIC RECORDS OF BROWARD COUNTY, A DISTANCE OF 15.01 FEET; THENCE NORTH 00°59'34" WEST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 89°29'28" EAST, ALONG SAID SOUTH LINE OF **NEWTH PLAT**, A DISTANCE OF 15.01 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
4. RECORDING INFORMATION REFERS TO BROWARD COUNTY PUBLIC RECORDS UNLESS OTHERWISE INDICATED.
5. THIS IS NOT A SURVEY. IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.

ABBREVIATIONS:

A = ARC LENGTH
B.C.R. = BROWARD COUNTY RECORDS
D = DELTA (CENTRAL ANGLE)
D.E. = DRAINAGE EASEMENT
P.B. = PLAT BOOK
PG. = PAGE

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINATION
R = RADIUS
RW = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 2014-147 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



DONNA C. WEST
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS4290



HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Palmetto Park Rd., Suite 340
Boca Raton, Florida 33486 • 561.392.0221
CA26258 • LB7924

PROJECT: **TOSCANA**

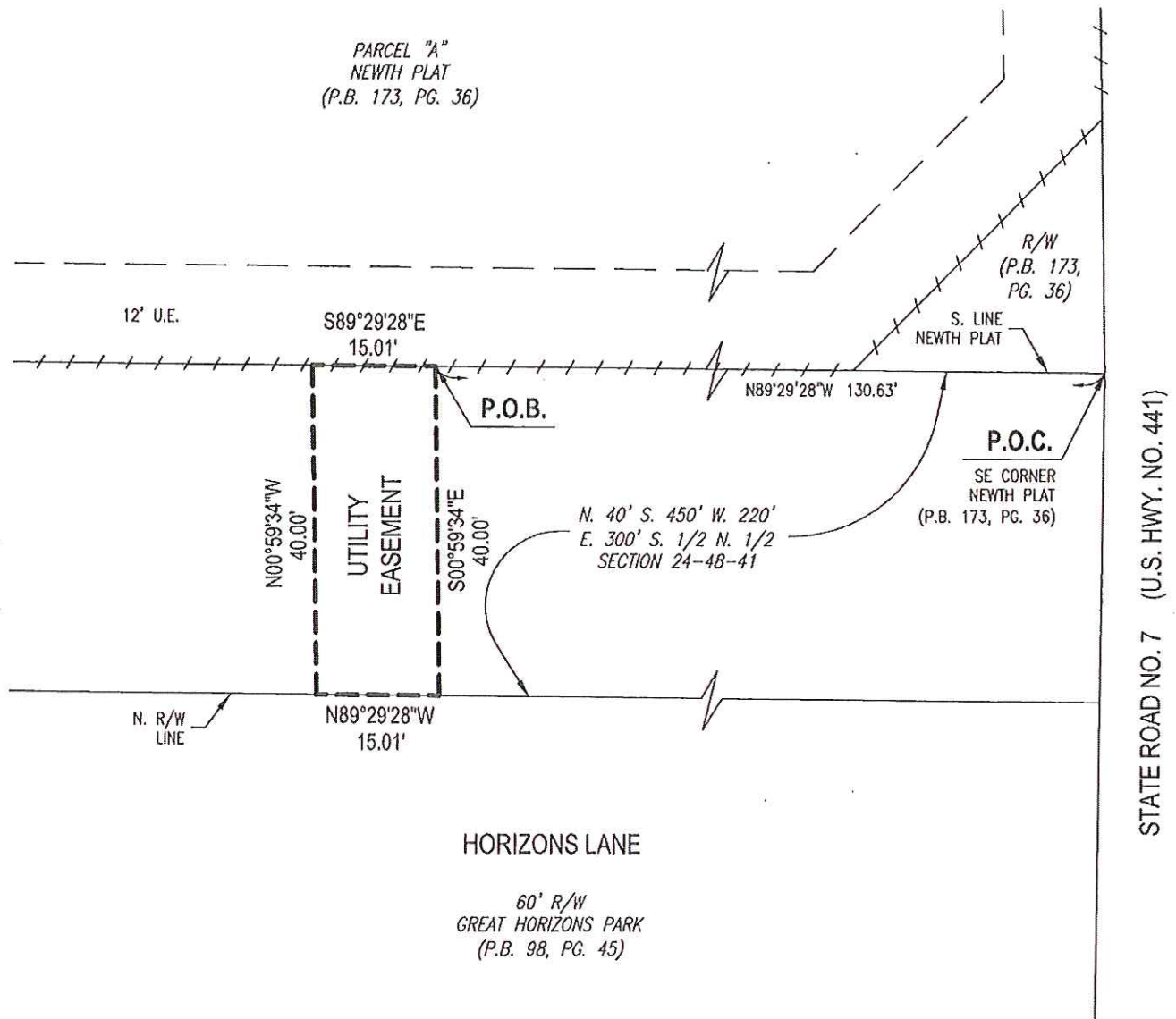
PROJECT NO.: 1311-69

DATE: 8/27/14

SHEET 1 OF 2



PARCEL "A"
NEWTH PLAT
(P.B. 173, PG. 36)



LEGEND:

⊕ CENTERLINE

— / — NON-VEHICULAR ACCESS LINE

OFFSITE UTILITY EASEMENT (SEWER)	8/27/14	DCW	DCL	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: TOSCANA	SCALE: 1" = 20'			
PROJECT NO.: 1311-69	SHEET 2 OF 2			