

ORIGINAL AGREEMENT
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EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT, Made and entered into as of the 28th day of December, 1984, by and between JUPITER BEACH CORP., a Florida corporation, Party of the First Part, hereinafter referred to as "JUPITER"; and OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, Party of the Second Part, hereinafter referred to as "OCEAN DUNES"; S. A. 1-A HUTCHINSON ISLAND, FT. PIERCE, FL.

W I T N E S S E T H :

WHEREAS, JUPITER is the owner of those certain lands described in Exhibit "A" attached hereto and made a part hereof, on which there have heretofore been constructed certain buildings, water and fuel storage tanks, pump and water lines, to provide fire protection for the benefit of structures upon JUPITER's said lands and those subject to OCEAN DUNES' ownership and control immediately to the south of JUPITER's said lands; and

WHEREAS, JUPITER desires by means of this instrument to grant to OCEAN DUNES an easement as described in Exhibit "B" attached hereto and made a part hereof, for the use and maintenance of said buildings, water and fuel storage tanks, pump and water lines located within said easement; and

WHEREAS, the parties hereto desire to memorialize their Agreement and understanding concerning their use and sharing of the cost of maintenance of said facilities;

NOW, THEREFORE, in consideration of the premises and of the covenants and promises hereinafter exchanged, the parties hereto do hereby agree as follows, viz.:

1. The recitals set forth herein above are hereby incorporated by reference into this Agreement as fully as if set forth herein in haec verba.

This Instrument Prepared By:
WM. F. CRARY
CRARY, BUCHANAN, BOWDISH & SOVIE
Chartered Attorneys
555 Colorado Avenue
STUART, FLORIDA 33494

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2. JUPITER does hereby grant, bargain, sell and convey unto OCEAN DUNES and its successors and assigns forever, a non-exclusive easement for the use and maintenance of the buildings, water storage tank, pump and water pipe lines situated upon the lands described in Exhibit "B" attached hereto and by reference made a part hereof. The purpose of this easement is to enable OCEAN DUNES to use the aforesaid facilities for fire protection upon its lands adjacent to the south side of said easement.

3. JUPITER reserves the right to utilize the facilities located upon the easement for fire protection of structures and improvements situate upon its lands. Any improvements and/or expansions of the existing facilities required of JUPITER by St. Lucie County shall be undertaken at JUPITER's sole expense.

4. The cost, if any, of all water used through the facilities located upon the easement shall be borne by the party using the same.

5. The parties hereto agree that it shall be the responsibility of JUPITER to see that all of the facilities located upon the aforesaid easement, with the exception of the water pipe lines leading to the lands owned by OCEAN DUNES, are maintained in a good working condition and appearance and that the cost of such maintenance shall be borne sixty (60%) percent by JUPITER and forty (40%) percent by OCEAN DUNES. OCEAN DUNES agrees to pay its proportionate share of the maintenance cost of said facilities to JUPITER within thirty (30) days of the date that JUPITER renders a bill to OCEAN DUNES therefor.

6. The prevailing party in any legal dispute relating to the agreements herein contained shall be entitled to reasonable attorneys' fees and court costs at all judicial levels and post-judgment proceedings.

7. This Agreement shall be binding upon, and shall enure to the benefit of, the parties, their successors and assigns.

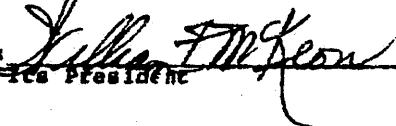
8. The foregoing constitutes the entire agreement and understanding of the parties in this transaction and supersedes all prior agreements and understandings relating to the subject matter hereof.

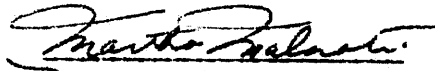

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.


Stanley A. Brown

JUPITER BEACH CORP.,
a Florida corporation

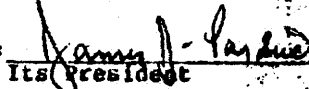
By:


Its President


Martha Belmont

Mary Conradi

OCEAN DUNES OF HUTCHINSON ISLAND
CONDOMINIUM ASSOCIATION, INC., a
Florida not-for-profit
corporation

By:


Its President

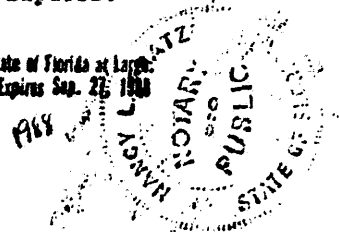
STATE OF FLORIDA)
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me personally appeared WILLIAM F. McKEON, well known to me to be the President of JUPITER BEACH CORP., a Florida corporation, and he acknowledged before me that he executed the same freely and voluntarily under authority duly vested in him and that the seal affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal this 18th day of December
_____, 1984.

Theresa K. Katz
NOTARY PUBLIC
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires Sep. 27, 1988



STATE OF FLORIDA)
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me personally appeared JAMES J. PARSONS, well known to me to be the President of OCEAN DUNES OF HUTCHINSON ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit Association, and he acknowledged before me that he executed the same freely and voluntarily under authority duly vested in him and that the seal affixed thereto is the true corporate seal of said Association.

WITNESS my hand and official seal this 28th day of December
, 1984.

Theresa K. Katz
NOTARY PUBLIC
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 3, 1988

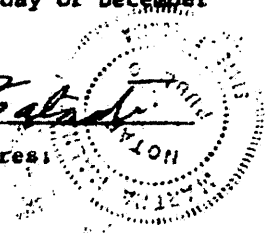


EXHIBIT A

All or the following described parcel less the South 200.00 feet as measured along the Easterly right of way line of State Road A-1-A;

All that part of Government Lot 2, Section 12, Township 37 South, Range 41 East lying Easterly of State Road A-1-A, less the Northerly 430 feet as measured along State Road A-1-A, and less the Southerly 506 feet, as measured along State Road A-1-A, more particularly described as follows:

Start at the point where the South line of said Government Lot 2 intersects the centerline of State Road A-1-A, said starting point being 774.41 feet S 89°55'46" E from the Southwest corner of said Section 12; thence run N 23°49'31" W, along said road centerline, a distance of 506.00 feet for the Point of Beginning; thence continue to run N 23°49'31" W along said road centerline a distance of 506.88 feet; thence run N 89°56'22" E a distance of 483.63 feet, more or less, to the waters of the Atlantic Ocean; thence, meandering said waters, run a distance of 500.00 feet, more or less, to the point of intersection of said waters with a line which bears S 89°55'46" E from the point of beginning; then run N 89°55'46" W along lastly said line, a distance of 478.79 feet, more or less, to the point of beginning, less right of way of State Road A-1-A.

EXHIBIT A

EXHIBIT B

An easement in GOVERNMENT LOT 2, Section 12, Township 37 South, Range 41 East, Saint Lucie County, Florida lying easterly of STATE ROAD A-1-A, described as follows:

COMMENCING at the intersection of the south line of said GOVERNMENT LOT 2 with the centerline of said STATE ROAD A-1-A;

THENCE along said centerline
North 23°49'31" West 706.00 feet;
THENCE South 89°55'46" East 253.35 feet
to the POINT OF BEGINNING of the hereinafter described parcel;
THENCE North 66°06'24" East 45.29 feet;
THENCE North 23°53'36" West 31.40 feet;
THENCE North 66°06'24" East 15.00 feet;
THENCE South 23°53'36" East 12.00 feet;
to its intersection with the north face of a Pump House;
THENCE along said north face;
South 66°06'24" West 10.00 feet
to the most westerly corner of said Pump House
THENCE along the west face of said Pump House
South 23°53'36" East 19.40 feet
to the most southerly corner of said Pump House
THENCE along the south face of said Pump House and Storage Tank House;
North 66°06'24" East 25.58 feet
THENCE South 23°53'36" East 12.00 feet
THENCE South 66°06'24" West 48.87 feet
THENCE North 89°55'46" West 29.54 feet
to the POINT OF BEGINNING.

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FILED
ROGER
ST. LUCIE

EXHIBIT B

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