

Prepared by and Return to:  
Joel S. Piotrkowski, Esquire  
Green & Piotrkowski, PLLC  
317 - 71<sup>st</sup> Street  
Miami Beach, FL 33141

GRANT OF EASEMENTS AND COVENANTS WHICH RUN WITH LAND

THIS GRANT OF EASEMENTS AND COVENANTS WHICH RUN WITH LAND (hereinafter referred to as the "Agreement") is hereby made and executed as of the 7<sup>th</sup> day of January, 2015, by and between ST. ANDREWS PARK LAND, LLC, a Florida Limited Liability Company, its successors and assigns, whose address is 1400 East Oakland Park Boulevard, Suite 103, Fort Lauderdale, FL 33334 (hereinafter referred to as "Park"), and ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-Profit Corporation, its successors and assigns, whose address is c/o Apex Real Estate Services, Inc., 3180 North Kings Highway, Fort Pierce, FL 34951 (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Park is the record owner of fee simple title to that certain parcel of real property located in the City of Port St. Lucie, St. Lucie County, Florida, more particularly described on Exhibit "A" attached hereto (hereinafter collectively referred to as the "Park Property"); and

WHEREAS, Association is the record owner of fee simple title to a recreational area located in the City of Port St. Lucie, St. Lucie County, Florida, more particularly described on Exhibit "B" attached hereto ("Recreational Property") and all roadways which provide ingress and egress into, through and from the property, which is subject to the St. Andrews Townhomes Plat recorded in Plat Book 53, Pages 4 through 7, of the Public Records of St. Lucie County, Florida, as may be amended from time to time; and

WHEREAS, the Association has agreed that it shall convey and grant unto Park non-exclusive perpetual easements as hereinafter set forth in this Agreement.

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

1. Grant of Non-Exclusive Easement to Use Recreational Area. The Recreational Property as described on Exhibit "B" hereof consists of a recreational building, and also contains a swimming pool, deck area and green spaces. Association grants unto Park, all homeowners, tenants, guests, invitees, occupants of any residential units, homes or the like located within the Park Property hereof, the perpetual right to fully use and enjoy the Recreational Property and all the amenities contained or related therein or thereto.

2. Development to be Constructed Upon Park Property. Park is the owner of the Park Property and it is contemplated that a minimum of one hundred sixty (160) single family homes shall be constructed thereon. Nevertheless, the parties hereto acknowledge that the plans to construct the single family homes upon the Park Property is a work in progress and may be changed at any time without notice to the other party hereto, in the future. Accordingly, the construction upon the Park Property may be single-family homes, or multi-family townhouses or the like or any other legal use, and the Association has no objection to any change to the use of the Park Property in the future.

3. Ingress and Egress Easement. The Association does hereby grant to Park a perpetual non-exclusive easement for pedestrian and vehicular ingress and egress over, through and from all of the roadways, access areas and sidewalks running through the St. Andrews Townhomes Subdivision as identified in the St. Andrews Townhomes Plat recorded in Plat Book 53, Pages 4 through 7, of the Public Records of St. Lucie County, Florida, as may be amended from time to time, so that all residents, guests, invitees, owners of homes, their tenants of the Park Property may gain access through and to the Recreational Property (the "Access Easement"). The Access Easement shall run in favor of Park, its assigns, its licensees, invitees, mortgagees, homeowners, residents, guests and tenants of the Park Property and shall be subject to the concurrent use of such Access Easement area by the Association, their licensees, invitees, mortgagees, guests, tenants and homeowners.

4. Costs of Expenses Relating to the Easement. Association shall be responsible to maintain the Access Easement at its sole cost and expense. Association shall be responsible for the maintenance of the Recreational Property, at its sole cost and expense, until the homes to be constructed on the Park Property have been constructed and a home has received a certificate of occupancy or its equivalent from the applicable governmental agency. Once a home within the Park Property has received a certificate of occupancy, or its equivalent, then each homeowner of a completed home within the Park Property shall be responsible to pay its proportionate amount of the expenses to maintain the Recreational Property. Accordingly, there shall be a fraction, the numerator of which shall be the expenses incurred to operate, repair, and maintain (including any capital expenditures required for the maintenance or replacement of the Recreational Property), and the denominator of which shall be the amount of completed townhomes within the St. Andrews Townhomes Subdivision ("St. Andrews Townhomes Property") and completed homes within the Park Property. Accordingly, only completed homes in the Park Property and completed townhomes within the St. Andrews Townhomes Property shall be added together in calculating the denominator. By way of example, if there are three (3) completed homes within the Park Property, and one hundred (100) completed townhomes within the St. Andrews Townhomes Property, then the denominator would equal one hundred three (103). With each completed home or townhome, the denominator shall change as that particular completed unit shall be added to the denominator. By way of further example, if an expenditure incurred was \$1,030.00 and there are one hundred three (103) homes and townhomes, the cost to each particular home or townhome will equal \$10.00.

5. Insurance. The Association shall at its sole cost and expense and at all times maintain a policy of comprehensive public liability insurance, naming Park as an additional insured on a primary basis with respect to such party's use of the easement and other rights under this Agreement (including, without limitation, any indemnity obligation), against claims on account of bodily injury, personal injury and property damage, such insurance to be written with limits that are reasonable and consistent with insurance amounts carried by similar projects in St. Lucie County, Florida from time to time; provided that such insurance shall have limits of at least One Million Dollars (\$1,000,000) per occurrence. Payment of insurance for the Recreational Property shall be treated as an expense and paid as provided in Paragraph 4 above.

6. Duration. The easements hereby created, granted and conveyed shall be perpetual in duration and may not be changed, amended, modified, canceled or terminated, except by instrument in writing executed by the parties hereto.

7. Incidental Rights. The easements hereby created, granted and conveyed include the creation of all incidental rights reasonably necessary for the use and enjoyment of the easements for their intended purposes, including, without limitation, the right of entry, access, ingress and egress for all purposes stated in this Agreement.

8. Governing Law. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Agreement and the parties agree that exclusive jurisdiction and venue shall lie in St. Lucie County, Florida.

9. Covenants Run with the Land. These covenants, easements, terms and conditions shall attach to and run with the properties described herein. These covenants, terms and conditions are binding on the parties, their successors and assigns.

10. Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Agreement to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstance.

11. No Waiver. No waiver of any provision of this Agreement shall be effective, unless it is in writing signed by both parties, and any such waiver shall only be applicable to the specific incident to which it relates and shall not be deemed to be a continuing or future waiver.

12. Entire Agreement and Modifications. This Agreement constitutes the entire understanding and agreement between the parties as to the matters addressed herein and shall not be changed, altered or modified, except by an instrument in writing signed by both parties. In the event any terms or provisions of this Agreement would be determined by competent judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed as being in full force and effect. This Agreement shall not be modified and any purported modification hereof shall not be effective, unless in writing and signed by both parties.

13. Interpretation. All parties to this Agreement have had significant and equal input in its drafting and preparation. No presumption shall arise that any party had any greater role in such drafting and that thereby this Agreement shall be interpreted against such party.

14. Further Assurances. In the event it becomes necessary for any of the parties or all of the parties hereto to execute additional documents to carry out the intent of the parties to grant the easements created hereby, each of the parties agree to execute such additional documents within ten (10) days of receipt of demand or request by the other party.

15. Effective Date. The Effective Date of this Agreement shall be the date upon which the last of the parties hereto execute this Agreement. In the event that only one party fills in the date of execution, that date shall be the Effective Date of this Agreement.

16. Attorney's Fee Provision. In the event of litigation between the parties, the prevailing party shall be entitled to its reasonable attorney's fees and costs incurred in such litigation, including all attorney's fees and costs incurred in any appellate cases relating to such litigation.

17. Effect of Non-Payment of Assessments or Reimbursements. Each of the parties hereto hereby agrees and covenants to pay all assessments or moneys when due. If either party shall fail to pay any assessments or moneys provided for herein, the party entitled to the assessments or moneys shall be entitled to all available remedies set forth in the Agreement, and to all other remedies available at law. A party obligated to pay an assessment of costs shall be responsible for any past due assessments or moneys, together with interest, costs and reasonable attorney's fees. Any assessments or moneys which are not paid within thirty (30) days after the delivery of the written notice for such assessment which is subsequently paid by the other party in compliance with this Agreement shall bear interest from the date of payment by the other party at the rate of 12% per annum. The party who is entitled to the assessment may bring an action at law against the other party to require the payment of the assessment, in accordance with the provisions of this Agreement.

18. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed (on the same date delivered, if delivered before 5:00 p.m. Eastern Standard time), on the same day if delivered by e-mail transmission (with proof that the transmission was delivered before 5:00 p.m. Eastern Standard time provided such notice is also delivered by overnight courier or certified mail as provided as follows), one (1) business day after deposited with a nationally recognized overnight courier service, or three (3) business days after being deposited with the United States Postal Service if delivered by certified mail, return receipt requested, at the addresses as follows:

- |                 |   |
|-----------------|---|
| (a) If to Park: | St. Andrews Park Land, LLC<br>1400 East Oakland Park Boulevard<br>Suite 103<br>Fort Lauderdale, FL 33334<br>Attn: Matthew Markofsky<br>Email: mmskymark@comcast.net |
|-----------------|---|

(b) If to Association: St. Andrews Townhomes Homeowners  
Association, Inc.  
c/o Apex Real Estate Services, Inc.  
3180 North Kings Highway  
Fort Pierce, FL 34951  
Attn: Daniel W. Dickson  
Email: apex@cassens.bz

Any party may change the name of the person or address to which notices and other communications are to be given by so notifying the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

(Signature Blocks Begin on Next Page)

Signed, Sealed and Delivered  
in the presence of:

[Signature]  
Print Name: David Koplewitz

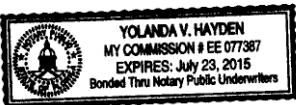
[Signature]  
Print Name: Leslie Ani

ST. ANDREWS PARK LAND, LLC, a  
Florida Limited Liability Company

By: [Signature]  
Stanley Markofsky, Manager

STATE OF FLORIDA       )  
                                      :SS.  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2015,  
by Stanley Markofsky, as Manager of St. Andrews Park Land, LLC, a Florida Limited Liability  
Company, who is personally known to me or who has produced \_\_\_\_\_ as  
identification and who did take an oath.



[Signature]  
Notary Public

Signed, Sealed and Delivered  
in the presence of:

ST. ANDREWS TOWNHOMES HOMEOWNERS  
ASSOCIATION, INC., a Florida Not-for-Profit  
Corporation

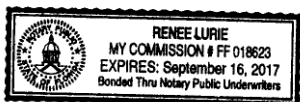
Karen Grosfield  
Print Name: Karen Grosfield

By: Mark Ackerman  
Mark Ackerman, Vice-President

Chris Strawn  
Print Name: Chris Strawn

STATE OF FLORIDA       )  
                                      :SS.  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 2015,  
by Mark Ackerman, as Vice-President of St. Andrews Townhomes Homeowners Association,  
Inc., a Florida Not-for-Profit Corporation, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did take an oath.



Renee Lurie  
Notary Public

EXHIBIT "A"LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL NO. 6, AS SHOWN ON THE PLAT OF ST. ANDREWS PARK, AS RECORDED IN PLAT BOOK 40, PAGES 11, 11A THRU 11E, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL NO. 6; THENCE TRAVERSING THE WESTERLY, NORTHERLY AND EASTERLY LINE OF SAID PARCEL NO. 6, THE FOLLOWING FIFTEEN (15) COURSES:

(1) NORTH 22°26'54" EAST, A DISTANCE OF 41.29 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1,350.00 FEET; (2) NORTHERLY, ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 39°00'15" AN ARC DISTANCE OF 919.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1,250.22 FEET; (3) NORTHERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 16°06'24" AN ARC DISTANCE OF 352.55 FEET TO A POINT OF TANGENCY WITH A LINE; (4) NORTH 00°23'57" WEST, ALONG SAID LINE, A DISTANCE OF 403.33 FEET; (5) NORTH 44°30'14" EAST, A DISTANCE OF 35.30 FEET; (6) NORTH 89°24'24" EAST, A DISTANCE OF 1,206.07 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 460.00 FEET; (7) EASTERLY, ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 32°51'22", AN ARC DISTANCE OF 263.79 FEET TO A POINT OF TANGENCY WITH A LINE; (8) SOUTH 57°44'14" EAST, A DISTANCE OF 251.45 FEET; (9) SOUTH 32°09'30" WEST, A DISTANCE OF 196.36 FEET; (10) SOUTH 02°33'30" EAST, A DISTANCE OF 48.27 FEET; (11) SOUTH 34°58'13" WEST, A DISTANCE OF 171.27 FEET; (12) SOUTH 11°29'20" WEST, A DISTANCE OF 57.45 FEET; (13) SOUTH 43°16'48" WEST, A DISTANCE OF 81.33 FEET; (14) SOUTH 32°25'03" EAST, A DISTANCE OF 106.16 FEET; (15) SOUTH 78°04'11" EAST, A DISTANCE OF 58.56 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF PARCEL NO. 1, AS SHOWN ON THE PLAT OF ST. ANDREWS POINTE, AS RECORDED IN PLAT BOOK 41, PAGES 34 AND 34A, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 39°58'03" WEST, ALONG SAID WESTERLY LINE A DISTANCE OF 171.16 FEET; THENCE NORTH 62°07'14" WEST, DEPARTING SAID WESTERLY BOUNDARY, A DISTANCE OF 60.12 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 59.01 FEET; THENCE SOUTH 84°06'17" WEST, A DISTANCE OF 79.54 FEET; THENCE SOUTH 50°35'04" WEST, A DISTANCE OF 57.38 FEET; THENCE SOUTH 40°39'31" WEST, A DISTANCE OF 45.36 FEET; THENCE SOUTH 33°01'28" WEST, A DISTANCE OF 53.09 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF DUNN ROAD, A 100' RIGHT-OF-WAY AND EASEMENT PER DEED BOOK 201, PAGE 53 (NOW ABANDONED PER RESOLUTION NO. 03-177, AS RECORDED IN OFFICIAL RECORDS BOOK 2162, PAGES 1733 THROUGH 1736, ST. LUCIE COUNTY RECORDS, FLORIDA); THENCE SOUTH 00°23'52" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 336.53 FEET; THENCE SOUTH 39°18'53" EAST, DEPARTING SAID



RIGHT-OF-WAY LINE, A DISTANCE OF 69.96 FEET; THENCE SOUTH 58°14'26" EAST, A DISTANCE OF 24.70 FEET; THENCE SOUTH 80°50'16" EAST, A DISTANCE OF 31.40 FEET; THENCE SOUTH 21°48'05" EAST, A DISTANCE OF 21.54 FEET; THENCE SOUTH 41°11'09" EAST, A DISTANCE OF 21.26 FEET; THENCE SOUTH 43°49'51" EAST, A DISTANCE OF 34.66 FEET; THENCE SOUTH 41°03'17" EAST, A DISTANCE OF 41.11 FEET; THENCE SOUTH 59°44'37" EAST, A DISTANCE OF 27.78 FEET; THENCE NORTH 77°16'32" EAST, A DISTANCE OF 31.78 FEET; THENCE SOUTH 69°40'37" EAST, A DISTANCE OF 28.79 FEET; THENCE SOUTH 64°26'24" EAST, A DISTANCE OF 26.09 FEET; THENCE SOUTH 39°57'27" EAST, A DISTANCE OF 50.54 FEET; THENCE SOUTH 63°59'47" EAST, A DISTANCE OF 14.76 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID PARCEL NO. 1; THENCE SOUTH 00°15'27" EAST, ALONG SAID WEST LINE, A DISTANCE OF 142.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID PARCEL NO. 6; THENCE SOUTH 89°44'33" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1,467.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 2,307,706 SQUARE FEET OR 52.9776 ACRES, MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION

Tract "R-1", ST. ANDREWS TOWNHOMES, according to the Plat thereof, as recorded in Plat Book 53, Pages 4 through 7, of the Public Records of St. Lucie County, Florida.