

INSTR # 2010000181885, Doc Type AGR, Pages 10, Recorded 07/22/2010 at 12:57 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$86.50 Deputy Clerk CDOUGLAS

Return to: (enclose self-addressed stamped envelope)

Name: Joel Kopelman, Esq.

Address: Ruden McClosky P.A.
200 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301

This Instrument Prepared by:
Joel Kopelman, Esq.
Ruden McClosky P.A.
200 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of this 14 day of JULY, 2010 (the "Effective Date"), by and between TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Grantor"), whose address is 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232, and ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Grantee"), whose address is 501 North Cattlemen Road, Suite 100, Sarasota, Florida 34232.

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located in Lee County, Florida, as more specifically described in Exhibit "A", attached hereto and made a part hereof (the "Grantor's Property");

WHEREAS, Grantee is the homeowners association that has been established to administer and operate a subdivision known as "Estero Preserve" pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Pine Forrest (n/k/a as Estero Preserve) recorded as instrument 2008000036927 in the Public Records of Lee County, Florida, as amended (the "Declaration") and exhibits thereto;

WHEREAS, Grantor's property adjoins Tract A of Pine Forest, according to the plat thereof recorded as instrument # 208000061313 of the Public Records of Lee County, Florida ("Plat") which is a private entry road to Estero Preserve, and which Tract A has been dedicated to Grantee on the Plat;

WHEREAS, in connection with the development of "Estero Preserve," Grantee is desirous of placing landscaping, fencing and related improvements and signage for Estero Preserve upon the Grantor's Property as more specifically set forth herein;

RM:7461592:1

WHEREAS, Grantee has requested that Grantor grant to Grantee, its successors and assigns, an exclusive easement (subject, however, to any easement recorded in the public records of Lee County prior to this Agreement being recorded in such public records) for the purposes set forth in the preceding recitation and as set forth in this Agreement; and

WHEREAS, Grantor is willing to grant such exclusive easement requested by Grantee upon the terms and conditions hereafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements, and easement contained herein, and for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated herein by reference.

2. Grant of Easement. Grantor hereby grants to Grantee, its successors, assigns, designees and contractors, an exclusive easement (subject, however, to any easement recorded in the public records of Lee County prior to this Agreement being recorded in such public records) ("Easement") over, through, across and under the Grantor's Property for the purposes of access, ingress and egress and for installing, maintaining, replacing or removing landscaping (including but not limited to grass, trees, bushes or shrubs), fencing and/or signage for the Estero Preserve subdivision and related improvements, including but not limited to, lighting, utilities, irrigation and hardscaping (collectively referred to as, "Landscaping and Signage"). The Easement granted by this Agreement shall be entitled to be used by Grantee, its designees, contractors and subcontractors, for the purposes which the Easement has been granted by this Agreement.

3. Installation and Placement of Landscaping and Signage. Grantee agrees that the Landscaping and Signage shall be designed and installed as determined solely by Grantee. Grantee, or its designees or contractors, shall be responsible for obtaining any and all permits which may be required in connection with the installation of the Landscaping and Signage (except that Grantor agrees to consent to and join in any applications which may be required in connection the procurement of any required permits for Landscaping and Signage installation as may be required by the governmental bodies having jurisdiction), and Grantee shall further be responsible for any and all costs and expenses in connection with the design, placement and installation of the Landscaping and Signage and Grantee shall maintain, repair and replace the Landscaping and Signage.

4. Maintenance, Repair, Replacement or Removal of Landscaping and Signage. Grantee shall be responsible for all maintenance, repair, replacement or removal activities with respect to the Landscaping and Signage and shall be responsible for all costs and expenses in connection therewith and utilities therefor.

RM:7461592:1

5. Covenants Running with the Land. The Easement provided for in this Agreement, and all obligations set forth in or contemplated by this Agreement, shall run with Grantor's Property in perpetuity, and will be binding on and will inure to the benefit of the parties hereto, and their respective successors, grantees, heirs, and assigns.

6. Further Assurances. The parties agree to cooperate in good faith and take such additional actions and execute and deliver such additional documents as may be necessary to consummate the transactions contemplated hereby. Further, the parties agree that the Easement contemplated hereby shall be deemed to include not only Grantor's Property but also such portions, if any, of the Grantor's property adjacent thereto as may reasonably be required for Grantee to undertake the obligations contemplated hereby.

7. Amendment. This Agreement may not be modified or amended without the prior written approval of each of the parties hereto.

8. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

9. Captions. The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto, and are not to be used in construing the provisions hereof.

10. As Is. Grantee, in accepting the Easement herein granted, acknowledges that it is being provided in "As Is" condition without representation or warranty by Grantor.

11. Notices. All notices, requests, demands, instructions, consents and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if and when (a) personally served, (b) five (5) days after being sent by first class certified or registered mail, postage prepaid, return receipt requested, or (c) one (1) business day after being sent by overnight mail by a nationally recognized express courier service, with all postage or delivery charges prepaid to the parties at the addresses set forth below, or at such other address as any of them shall hereafter specify in writing. The addresses for notices are as follows:

If to Grantor:

Taylor Morrison of Florida, Inc.
501 North Cattlemen Road
Suite 100
Sarasota, Florida 34232

RM:7461592:1

If to Grantee: Estero Preserve Property Owners
Association, Inc.
501 North Cattlemen Road
Suite 100
Sarasota, Florida 34232

A party shall have the right to change its address for notice by giving notice to the other parties in the manner for providing notices as set forth in this Paragraph 11.

12. Default. In the event of default by any party, a non-defaulting party shall provide all parties hereto with written notice naming the defaulting party and stating the circumstances of alleged default, and the defaulting party shall have thirty (30) days to cure such default (or such longer time as may be reasonably necessary, provided the defaulting party proceeds with diligence to cure the default), failing which either of the non-defaulting parties shall be entitled to pursue any and all rights and/or remedies available to such non-defaulting party at law or in equity, including without limitation, specific performance, provided, however, no remedy shall result in this Agreement being terminated.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any suit, controversy, claim or dispute between the parties hereto, arising out of or relating to performance or breach of this Agreement, the prevailing party shall be entitled reasonable attorneys fees and costs throughout all trial, appellate and bankruptcy proceedings. The parties further agree that venue with respect to any legal proceedings in connection with this Agreement shall be in the applicable courts located in Lee County, Florida.

14. Entire Agreement. This Agreement represents the entire agreement pertaining to the subject matter hereof. Neither Grantee, nor Grantor, nor any of their respective agents, have made any statements, promises or agreements (orally or in writing) in conflict with the terms of this Agreement. Any and all representations and/or statements by any of the parties or their respective agents made during negotiations prior to execution of this Agreement and which are not contained in the provisions hereof shall not be binding upon any of the parties hereto.

15. Severability. In the event one or more of the provisions of this Agreement or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same instrument. For the purpose of enforcement of this Agreement, facsimile signatures or signatures transmitted by electronic transmission shall be deemed to be original signatures.

RM:7461592:1

17. Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

18. WAIVER OF JURY TRIAL. GRANTEE AND GRANTOR, AND THEIR RESPECTIVE SUCESSORS AND/OR ASSIGNS, EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT TO THIS AGREEMENT.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

RM:7461592:1

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

Signed, sealed and delivered in the presence of:

GRANTOR:

[Signature]
Print Name: Wanda Andrew Bishop

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

[Signature]
Print Name: Kristie Huddleston

By: [Signature]
Print Name: Steve Kenpton
Title: Authorized Agent

STATE OF FLORIDA)
) SS:
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Steve Kenpton the Authorized Agent Taylor Morrison of Florida, Inc., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of July, 2010.



[Signature]
Notary Public
Print Name: Kristie Huddleston

My Commission Expires:

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: KRISTINA CARROLL

[Signature]
Print Name: CASEY STEWARD

[Signature]
Print Name: JOHN ASHER

[Signature]
Print Name: Wanda Annino Bishop

GRANTEE:

ESTERO PRESERVE PROPERTY
OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Print Name: JOHN ASHER
Title: President

Attest: [Signature]
Print Name: TOM FIGHTER
Title: Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JOHN ASHER the President of Estero Preserve Property Owners Association, Inc., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in them by said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June, 2010.



[Signature]
Notary Public
Print Name: Quillian Jones, III

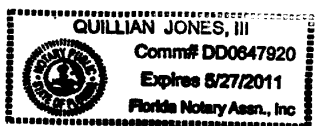
My Commission Expires:

RM:7461592:1

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by TOM FICHTER the Secretary of Estero Preserve Property Owners Association, Inc., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in them by said corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June, 2010.



Quillian Jones, III
Notary Public
Print Name: Quillian Jones, III

My Commission Expires:

EXHIBIT "A"

Grantor's Property

RM:7461592:1

\\Server\DWG\CONST\ESTERO PRESERVE\2010-518.dwg, 6/16/2010 2:33:16 PM, hp design 5600 series.pcs

