

Prepared by and return to: G. Penfield Jennings, of
Freeborn, Jennings & Ruggles
1960 Bayshore Boulevard
Dunedin, FL 33528

85267898

EASEMENT AGREEMENT

O.R. 6126 PAGE 654

DEC 19 1 35 PM '85

THIS AGREEMENT is made and entered into this 18 day of December, 1985, by and between PINELLAS DEL SOL, LTD., a Florida Limited Partnership, hereinafter called "Grantor", and CASA DEL SOL OF COUNTRYSIDE, LTD., a Florida Limited Partnership, whose address is 3711 Cortez Road West, Bradenton, Florida 33507, hereinafter called "Grantee".

19 14767100 72	1.	19DC85
40		17.00
TOTAL		17.00 CHK

WITNESSETH:

WHEREAS, the Grantor has, on this date, sold and conveyed to the Grantee that certain parcel of real property described particularly as Parcel A on the attached Exhibit; and

WHEREAS, the Grantee is desirous of receiving from the Grantor certain easements for drainage and utility purposes under and across the parcel of real property described particularly as Parcel B on the attached Exhibit; and

WHEREAS, the Grantor, as Developer of the CASA DEL SOL CONDOMINIUMS which have been established on said Parcel A properties, has full authority to grant and convey such easements by virtue of the Declarations of Condominium for CASA DEL SOL COMMUNITY, and as Owner of certain portions of said Property;

NOW, THEREFORE, in consideration of these premises, and pursuant to the terms and provisions of the aforescribed Contract of Sale between the parties, the Grantor and the Grantee do hereby covenant and agree as follows:

1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein, by reference. Also, the Exhibit attached hereto is incorporated herein, by reference.

2. GRANT OF EASEMENTS. The Grantor hereby grants and conveys to the Grantee a non-exclusive easement under and across that certain parcel of real property particularly described Parcel B on the attached Exhibit, for such drainage and utility purposes as the Grantee shall deem necessary or appropriate to serve the Parcel A property. The said Grantor does also grant and convey unto the said Grantee a right of access, ingress and egress on, over, under and across said Parcel B for the purposes of maintenance, alteration, repair, modification, improvements or substitution of all pipes and utility installations constructed under said parcel.

3. GRANTOR'S RIGHT TO INTERRUPT INSTALLATIONS. The Grantor shall have the right to sever and interrupt any utility installation constructed within the easement area, as such may become necessary in conjunction with the construction of improvements upon other of Grantor's adjacent or nearby properties. Provided, however, such severance and interruptions shall be for temporary periods not to exceed forty-eight hours. All costs of severance and reconnection, replacement and repair of such drainage installations will, in this event, be borne by the Grantor, and all work and materials will be of like kind and quality as that which existed before the interruption and severance.

4. COVENANTS OF THE GRANTEE. The Grantee hereby covenants with the Grantor, as follows:

A. The construction of all improvements within the Easement Area shall be in strict compliance with the laws, codes, licenses and requirements of all governmental authorities having jurisdiction thereover.

B. The Grantee shall be required, at its sole cost and expense, to comply with all lawful ordinances, laws, rules, regulations and codes of all governmental authorities having jurisdiction over the property, or the construction, repair, maintenance or use of the drainage facilities hereafter to be constructed within the drainage area. Also, all improvements constructed within the drainage area, and all maintenance, repair, replacement or alteration costs relating thereto shall be the sole expense and obligation of the Grantee.

C. The Grantee shall be required to share all expenses for maintenance, repair, alteration, improvement, or replacement of those portions of the drainage, utility or other installations serving the CASA DEL SOL CONDOMINIUM COMMUNITY and located within the properties of that Condominium Community, which the Grantee hereafter utilizes in common with said Condominiums. The Grantee's portion of such expenses shall be in direct proportion to the number of units contained within the Grantee's properties, as such bears to the total number of units contained within both the CASA DEL SOL CONDOMINIUM COMMUNITY and the Grantee's Parcel A Property.

5. ENFORCEMENT. All provisions herein contained may be specifically enforced against any party not in compliance; and the party not in compliance shall be liable, as well, to the other party for any damages or expenses resulting to the other party as a consequence. In addition, the party not in compliance shall be responsible to pay all costs, expenses and attorneys' fees incurred by the party seeking enforcement of these covenants, whether such enforcement shall be through litigation, or otherwise.

01 Cash 11 Chg
40 Rec 17.00
41 DS
43 Int

Tot 17.00 LR

6. PERPETUITY OF COVENANTS. The covenants herein contained and the easements herein granted shall exist in perpetuity, as covenants running with or against the lands affected, which are particularly described on the attached Exhibit.

IN WITNESS WHEREOF, the parties hereto have hereunto set respective hands and seals this 18 day of December, 1985.

WITNESSES:

PINELLAS CASA DEL SOL LTD., a Florida Limited Partnership

By: HALLMARK DEVELOPMENT OF FLORIDA, INC., General Partner

[Handwritten signature]

[Handwritten signature]

By: *[Handwritten signature]*

President

CASA DEL SOL OF COUNTRYSIDE, LTD., a Florida Limited Partnership

By: *[Handwritten signature]*

President
Manasota Management, Inc.
as General Partner

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this day personally appeared DANIEL A. ENGELHARDT, as President of HALLMARK DEVELOPMENT OF FLORIDA, INC., a Florida corporation, the General Partner of PINELLAS CASA DEL SOL, LTD., a Florida Limited Partnership, and he acknowledged that he executed the foregoing Agreement as such officer; that the above named corporation is the General Partner of PINELLAS CASA DEL SOL, LTD., and on its behalf, the corporation has caused the foregoing instrument to be executed for the purposes therein expressed.

WITNESS my hand and official seal this 18 day of December, A.D., 1985.

[Handwritten signature]

NOTARY PUBLIC
My Commission Expires: _____
Notary Public, State of Florida
My Commission Expires Feb. 29, 1988
Record This Instrument, Inc.

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

MANASOTA Management, Inc.,
as General Partner of

BEFORE ME, the undersigned authority, this day personally appeared *[Handwritten signature]*, as President of CASA DEL SOL OF COUNTRYSIDE, LTD., a Florida Limited Partnership, and he acknowledged that he executed the foregoing Agreement as such officer and on its behalf, the corporation has caused the foregoing instrument to be executed for the purposes therein expressed.

WITNESS my hand and official seal this 18 day of December, A.D., 1985.

[Handwritten signature]

NOTARY PUBLIC
My Commission Expires: _____

Notary Public, State of Florida
My Commission Expires Feb. 29, 1988
Record This Instrument, Inc.

BJMSe

EXHIBIT TO EASEMENT AGREEMENT
 BETWEEN PINELLAS CASA DEL SOL, LTD., AS GRANTOR
 AND CASA DEL SOL OF COUNTRYSIDE, LTD., AS GRANTEE

PARCEL #A Consisting of the Following Two Parcels:

Parcel No. 1

THAT part of the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, being further described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 19; thence N89°32'47"E, 100.00 feet along the North line of said Southeast 1/4 to the East right-of-way line of U.S. Highway 19; thence along said East right-of-way line, S00°00'08"E, 302.00 feet for the Point of Beginning; thence N89°32'47"E, 164.35 feet; thence S00°27'13"E, 278.32 feet; thence N89°32'47"E, 124.37 feet; thence S00°27'13"E, 32.96 feet to the North right-of-way line of Winding Creek Boulevard (80' R/W) and nontangent curve concave Southerly and having a radius of 959.44 feet; thence Westerly along said North right-of-way line and curve 47.86 feet through a central angle of 02°51'29" (chord S78°42'36"W, 47.85 feet) to a reverse curve concave Northerly and having a radius of 677.93 feet; thence Westerly along said North right-of-way line and curve 150.47 feet through a central angle of 12°43'01" (chord S83°38'22"W 150.16 feet); thence S89°59'52"W, 35.00 feet along said North right-of-way line to the East right-of-way line of U.S. Highway 19; thence along said East right-of-way line the following courses: N00°00'08"W, 290.13 feet; thence S89°59'52"W, 60.00 feet; thence N00°00'08"W, 44.87 feet to the Point of Beginning. Containing 1.002 acres more or less.

Parcel No. 2

That portion of the Southeast 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida, being further described as follows:

Commence at the Northwest corner of the Southeast 1/4 of said Section 19; thence N89°32'47"E, 822.00 feet along the North line of said Southeast 1/4 to the Northeast corner of CASA DEL SOL BARCELONA, A CONDOMINIUM, as recorded in Condominium Plat Book 79, Pages 38 and 39 of the Public Records of Pinellas County, Florida, also being the Point of Beginning; thence continue along said North line N89°32'47"E, 645.08 feet thence leaving said North line: S00°01'01"E, 692.23 feet to a nontangent curve concave Northerly and having a radius of 360.00 feet also being the Northerly right-of-way line of Winding Creek Boulevard (80' R/W); thence Westerly along said curve and right-of-way line the following; 132.49 feet through a central angle of 21°05'13" (C.B. N70°22'40"W, 131.75 feet) to a reverse curve concave Southerly and having a radius of 240.00 feet; thence Westerly along said curve, 165.94 feet through a central angle of 39°36'51" (C.B. N79°38'27"W, 162.65 feet); thence S80°33'06"W, 156.95 feet to a curve concave Northerly and having a radius of 607.08 feet; thence Westerly along said curve, 174.79 feet through a central angle of 16°29'47" (C.B. S88°47'59"W, 174.18 feet); thence leaving said Northerly right-of-way line, nontangent; N00°27'13"W, 293.81 feet; thence S89°32'47"W, 27.11 feet to the Easterly boundary of said CASA DEL SOL BARCELONA, A CONDOMINIUM; thence along said Easterly boundary; N00°27'13"W, 349.46 feet to the POINT OF BEGINNING. Containing 9.28 acres more or less.

PARCEL #B

Commence at the northwest corner of the S.E. 1/4 of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida; thence N 89°32'47" E, along the north boundary of the S.E. 1/4 of said Section 19, 650.00 feet for a Point of Beginning; thence continuing N 89°32'47" E, along said north boundary, 817.08 feet; thence S 00°01'01" E, 692.23 feet; thence along the northerly right-of-way line of Winding Creek Boulevard as shown on the Plat of Brookfield as recorded in Plat Book 71, Page 85 of the Public Records of Pinellas County, Florida, along the arc of a curve to the right that has a radius of 360.00 feet, an arc length of 132.50 feet, a chord length of 131.76 feet, a chord bearing of N 70°22'40" W, to a point of reverse curvature; thence along the arc of a curve to the left that has a radius of 240.00 feet, an arc length of 165.94 feet, a chord length of 162.65 feet, a chord bearing of N 79°38'27" W, to a point of tangency;

thence S 80°33'06" W, 156.95 feet to a point of curvature; thence along the arc of a curve to the right that has a radius of 607.08 feet, an arc length of 246.13 feet, a chord length of 244.45 feet, a chord bearing of N 87°50'01" W, to a point of reverse curvature; thence along the arc of a curve to the left that has a radius of 959.44 feet, an arc length of 443.75 feet, a chord length of 439.81 feet; a chord bearing of N 89°28'08" W to a point of reverse curvature; thence along the arc of a curve to the right that has a radius of 677.93 feet, an arc length of 150.47 feet, a chord length of 150.16 feet, a chord bearing of S 83°38'22" W, to a point of tangency; thence continuing along the aforementioned northerly right-of-way line of Winding Creek Boulevard, S 89°59'52" W, 35.00 feet; thence N 00°00'08" W, along the easterly right-of-way line of U.S. Highway No. 19 (State Road No. 55), 290.13 feet; thence S 89°59'52" W, 60.00 feet; thence continuing along said easterly right-of-way line, N 00°00'08" W, 44.87 feet; thence N 89°32'47" E, 550.00 feet; thence N 00°00'08" W, 302.00 feet to the Point of Beginning.

LESS AND EXCEPT ALL PORTIONS THEREOF PARTICULARLY DESCRIBED ABOVE, AS PARCEL A.

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