



This Instrument Prepared By:
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2400 S.E. Federal Highway, Fourth Floor
Stuart, Florida 34994
File No. 17501.01

EASEMENT AGREEMENT

The undersigned owners of real property within the Plat of Sea's Subdivision, recorded at Plat Book 12, Page 31, of the Public Records of Martin County, Florida (the "Sea's Plat"), hereby grant the following easements for the benefit of Lot 5 of Sea's Plat, and further agree as follows:

RECITALS

WHEREAS, the undersigned (hereafter collectively "Grantor") own real property within the Sea's Plat; and

WHEREAS, Grantor acknowledges that the owner of the real property currently identified as Lot 5 of the Sea's Plat ("Lot 5") has requested, or will request, approval from the relevant governing authorities to replat Lot 5 of the Sea's Plat; and

WHEREAS, the owner of Lot 5 ("Owner") wishes that Lot 5 be and remain consistent with the plan of development reflected in the Sea's Plat, to the extent not contradictory to the replatting and site planning efforts of Owner; and

WHEREAS, Grantor now wishes to grant the following easements to permit Owner to continue to utilize the areas described below that are within the Sea's Plat, consistent with the plan of development reflected thereon.

NOW THEREFORE, in consideration of the foregoing premises, the beneficial covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties covenant and agrees as follows:

1. **Recitals.** The recitals set forth above are true and correct, and are incorporated herein by this reference.

2. **Grant of Easement.** The following dedications, easements, rights, and interests memorialized on the Sea's Plat in the "Certification of Ownership & Dedication" (hereafter, "Dedication") are hereby granted and conveyed to Owner by Grantor, with Owner sharing in maintenance of the following in the same manner as though Lot 5 remained part of the Sea's Plat: full right to access and use the private road shown on the Sea's Plat as "S. E. Sea Point Court" and described in item 1 of the Dedication; full right to access and use the utility easements shown on the Sea's Plat and described in item 2 of the Dedication; and full right to access and use the common area and additional right-of-way shown on the Sea's Plat and described in item 3 of the Dedication.

3. Covenants Running with the Land. All of the covenants, agreements, benefits, and burdens described herein constitute covenants running with the land and are binding upon any and all individuals and entities, and their respective successors in interest (including without limitation assigns, tenants, heirs, and personal representatives), having or hereafter acquiring any right, title or interest in and to all or a portion of the real property encompassed within the Sea's Plat and Lot 5.

4. Miscellaneous.

- a. Attorneys' Fees. In the event a party institutes any legal or equitable action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding, including at the trial and all appellate levels.
- b. Severability. Each provision of this Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Agreement if any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, and such holding shall not affect the validity or enforceability of the remainder of this Easement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Owner of the property for which a legal description is required agrees to promptly cause such legal description to be prepared. Ownership of all real property subject to this Agreement by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
- c. Time of Essence. Time is of the essence as to the obligations set forth in this Agreement.
- d. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction), and venue for any civil action brought hereunder shall lie in Martin County, Florida.
- e. Bankruptcy. In the event of any bankruptcy affecting any party, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

//SIGNATURE PAGES FOLLOW//

Signed, sealed, and delivered in the presence of:

LOT 2

~~for Robert A. Diaz~~
~~for Susan E. Diaz~~

By: [Signature]
Rafael A. Diaz

Print: Ann Marie Milner

By: [Signature]
Susan E. Diaz

~~for Susan E. Diaz~~

Print: Willis J. Milner

STATE OF Florida

COUNTY OF Palm Beach

The foregoing Approval of Plat was acknowledged before me by means of physical presence or online notarization, this 22 day of December, 2023 by Rafael A. Diaz and Susan E. Diaz, who are personally known to me or have produced _____ as identification.

{Notary Seal}

Yamille S. Mar
Notary Public
Printed Name: Yamille S. Mar
My Commission Expires _____

