


Prepared By and Return to  
John D. Cassels, Jr. Esq.  
Cassels & McCall  
P.O. Box 968  
Okeechobee, Florida 34973

Parcel ID Number:

  
INSTR # 2361345  
OR BK 2612 PG 360  
(8 Pgs)  
RECORDED 11/13/2012 02:33:42 PM  
MARSHA EWING  
MARTIN COUNTY CLERK

**NON-EXCLUSIVE  
DRAINAGE & IRRIGATION EASEMENT**

THIS EASEMENT DEED made and entered into this 6 day of November, 2012, between Maya, LLC, a Florida limited liability company and Maya Estates Homeowners Association, Inc., a Florida non-profit corporation, (collectively the "Grantor") whose address is 1260 S. Federal Highway, Boynton Beach, FL 33435 and Alderman Farms Preserve, LLC. ("Grantee") whose address is PO Box 740631, Boynton Beach, FL 33474.

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, a perpetual non-exclusive easement for stormwater drainage and irrigation, under and across the following property lying, situate and being in Martin County, Florida, and being more particularly described on Exhibit "A" attached hereto and made a part hereof ("Easement Parcel").

Said Easement is given for the sole purpose of drainage from, and irrigation to the adjoining real property owned by the Grantee as of the date of this Easement, through below ground culverts/pipes by means of a surface water management system permitted through South Florida Water Management District. It is agreed and understood that it is to be construed as a non-exclusive easement given by the Grantor.

That Grantee, or assigns by execution of this easement, covenants with the Grantor and assigns, to at all times maintain any pipes, culverts, ditches, canals or swales within or immediately adjacent the easement and to make such repairs or improvements as may be necessary so that such pipes, culverts, ditches, canals or swales operate as permitted and as reasonably expected during a designed for storm event.

Except during installation and maintenance of the pipes or culverts, no use of the Easement by the

Grantee, its successors and assigns shall restrict or prevent the Grantor, the Grantor's successors and assignees as well as the guests and invitees of the Grantor or Grantor's successors and assigns from traversing the surface road lying above the Easement, as this Easement is for subsurface drainage and irrigation only.

The installation of the three culverts contemplated by this Easement shall be installed as particularly described on Exhibit "B" attached hereto and made a part hereof ("Installation Standards").

The Grantee hereby warrants the installation of the pipes/culverts under the existing road owned by the Grantor for a period of one year and will repair as necessary any settling or damage to the asphalt travel way, road shoulders as well as prevent erosion or destabilization of the adjacent ditches and swales in order to maintain the integrity and condition of the road. Further, in consideration of an additional Ten Dollars and other good and valuable consideration, the Grantee shall indemnify and hold harmless the Grantor, its successors and assigns for any loss, damage or claim arising from the use of the Easement including damage to the overlying road.

Grantor hereby covenants with Grantee that: (i) it is lawfully seized and in possession of the Easement Parcel herein described; (ii) it has good and lawful right to grant the aforesaid easement; and (iii) there are no encumbrances of any kind that would prevent Grantee's full enjoyment of the Easement as granted herein.

This Easement, and the covenants contained herein, shall be deemed covenants running with the land, and shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the Guarantor and Grantee has hereunto set their hands and affixed their seals as of the date first above written.

WITNESSES:

Angela L Dencker  
Witness Signature

Angela L. Dencker  
Print Name

Carolyn H Ingram  
Witness Signature

CAROLYN H. INGRAM  
Print Name

GRANTOR:

Maya, LLC, a Florida limited liability company

By: Kim Beaumont  
Kim Beaumont, Manager

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2012, by Kim Beaumont as Manager of Maya, LLC, a Florida limited liability company, who is personally known to me or who has produced a driver's license as identification and who did take an oath.



Linda Patton Moritz  
Notary Public, State of Florida  
My Commission Expires: 9 August 2014

[6367-99958.WPD]

Page 2 of 8

WITNESSES:

Angela Dencker  
Witness Signature

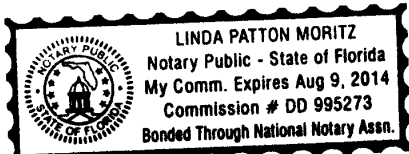
Angela Dencker  
Print Name

Carolyn H. Ingram  
Witness Signature

CAROLYN H. INGRAM  
Print Name

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2012, by Kim Beaumont as President of Maya Estates Homeowners Association, Inc., a Florida non-profit corporation, who is personally known to me or who has produced a driver's license as identification and who did take an oath.



Linda Patton Moritz  
Notary Public, State of Florida  
My Commission Expires: 9 August 2014

WITNESSES:

Ellen Bzpiaty  
Witness Signature

Evelyn Bzpiaty  
Print Name

[Signature]  
Witness Signature

David Alonzo Gligson Jr  
Print Name

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2012, by James M. Alderman, Sr. as Manager of Alderman Farms Preserve, LLC., a Florida limited liability company, who is personally known to me or who has produced a driver's license as identification and who did take an oath.



Lisa A. Markey  
Notary Public, State of Florida  
My Commission Expires: 3/29/13

GRANTOR:

Maya Estates Homeowners Association, Inc., a Florida non-profit corporation

By: Kim Beaumont  
Kim Beaumont, Manager

GRANTEE:

Alderman Farms Preserve, LLC., a Florida limited liability company

By: James M. Alderman, Sr.  
James M. Alderman, Sr.

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 2012, by James M. Alderman, Sr., as Manager of Alderman Farms Preserve, LLC., a Florida limited liability company, who is personally known to me or who has produced a driver's license as identification and who did take an oath.



Lisa A. Markey  
Notary Public, State of Florida  
My Commission Expires: 3/29/13

Copy Copy Copy

**Exhibit A  
Easement Parcel  
(page 1)**

**LEGAL DESCRIPTION (NORTH EASEMENT):**

The North 40 feet of the West 100 feet of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 5, Township 40 South, Range 38 East, (also described as Tract 30 of Howard Farming Properties, Indiantown, Florida), less the West 50 feet of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 5, all in Martin County, Florida.

**LEGAL DESCRIPTION (MIDDLE EASEMENT):**

The South 40 feet of the West 100 feet of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 5, Township 40 South, Range 38 East, (also described as Tract 30 of Howard Farming Properties, Indiantown, Florida), less the West 50 feet of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of Section 5, all in Martin County, Florida.

**LEGAL DESCRIPTION (SOUTH EASEMENT):**

The North 40 feet of the South 163 feet of the West 140 feet of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section 5, Township 40 South, Range 38 East, less the West 50 feet of the Southeast one-quarter (SE 1/4) of the Southeast one-quarter (SE 1/4) of Section 5, all in Martin County, Florida.

**SURVEYOR'S CERTIFICATE:**

I hereby certify to the best of my knowledge and belief that this legal descriptions and sketches are a true and correct representation of the described property. I further certify that this legal descriptions and sketches meet all applicable requirements of the Florida Minimum Technical Standards.

Survey Date: 12/12/2011

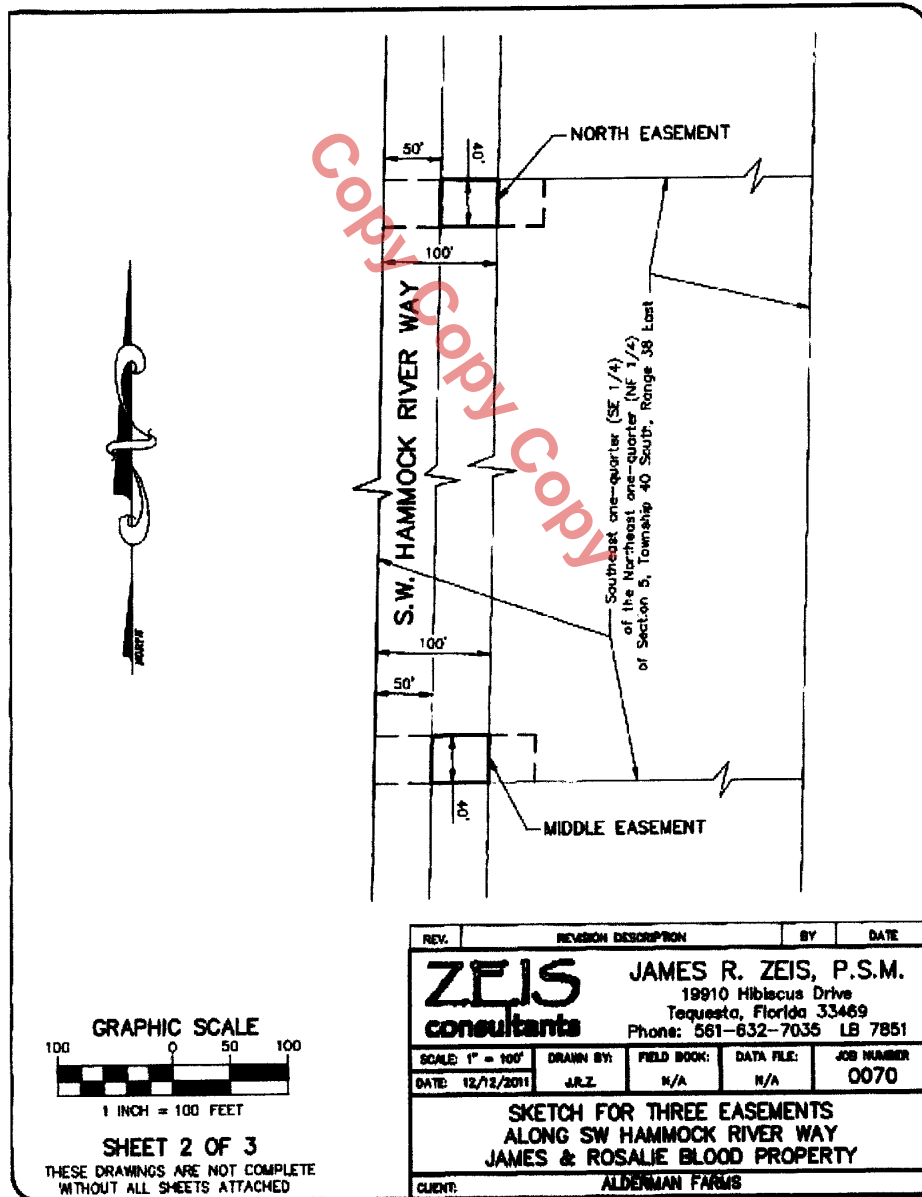
James R. Zeis, P.S.M.  
Professional Surveyor & Mapper LS 5030  
State of Florida

**SHEET 1 OF 3**  
THESE DRAWINGS ARE NOT COMPLETE  
WITHOUT ALL SHEETS ATTACHED

REV.	REVISION DESCRIPTION	BY	DATE
<b>ZEIS consultants</b>		<b>JAMES R. ZEIS, P.S.M.</b>	
		19910 Hibiscus Drive Tequesta, Florida 33469 Phone: 561-632-7035 LB 7851	
SCALE: N/A	DRAWN BY:	FIELD BOOK:	DATA FILE:
DATE: 12/12/2011	J.R.Z.	N/A	N/A
<b>LEGAL DESCRIPTION FOR THREE EASEMENTS ALONG SW HAMMOCK RIVER WAY JAMES &amp; ROSALIE BLOOD PROPERTY</b>			
CLIENT:		ALDERMAN FARMS	

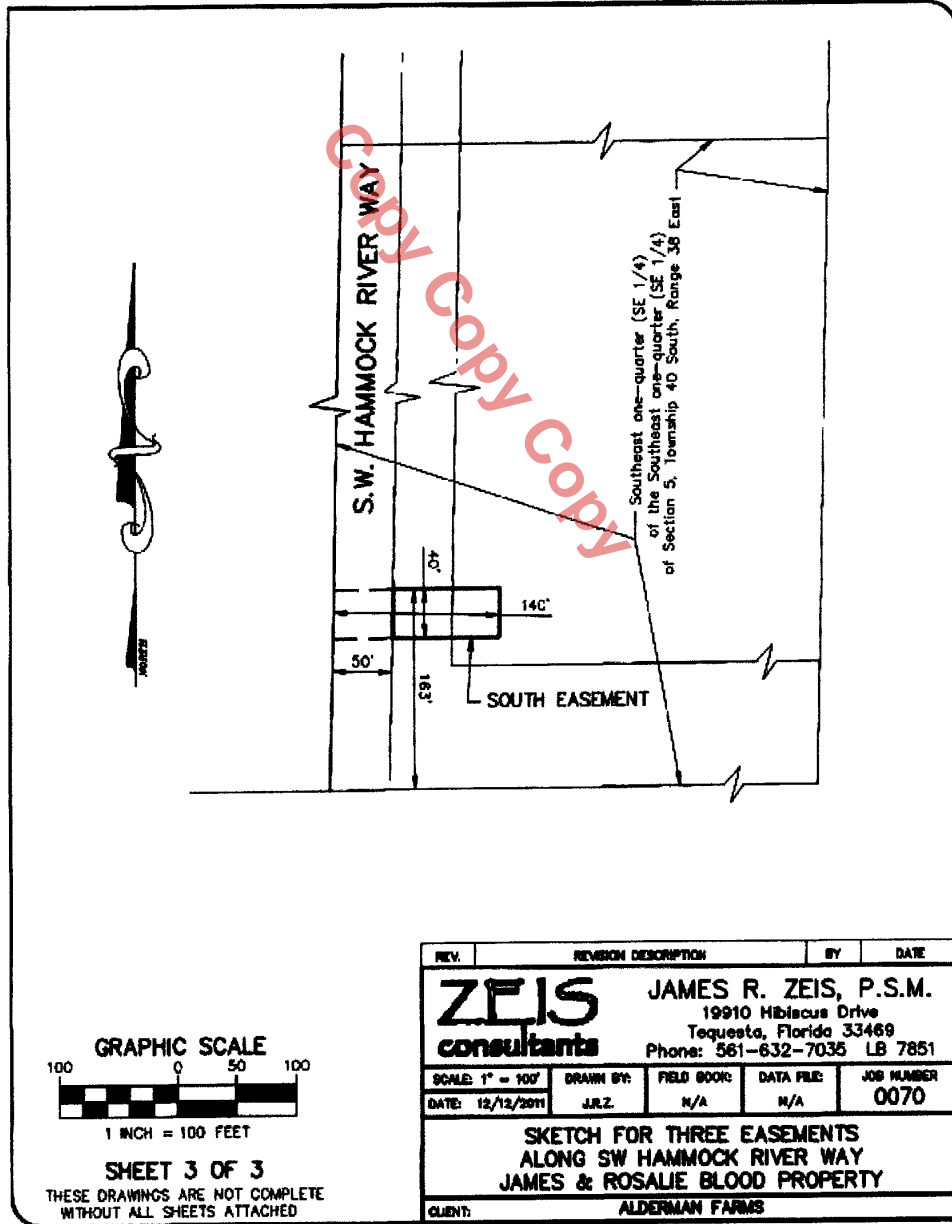
Received CSM 11/6/12 page 4

Exhibit A  
Easement Parcel  
(page 2)



Received CSM 11/6/12 page 2

Exhibit A  
Easement Parcel  
(page 3)



Received C&M 11/6/12 page 3

**Exhibit "B"**  
**Installation Standards**

Installation shall be in accordance with Martin County ordinances, regulations, procedures and specification ("County Regulations") for installing utilities in an existing county right of way by means of an open cut. To the extent that such County Regulations are less stringent, the following shall apply:

Saw cut road approximately, 8' wide remove asphalt and haul to dump. Dig down and remove fill to proper depth to install culvert. Compact sub base and bed culvert with 1' of 3/4" drain field rock. Install culvert. Backfill with clean fill to 4 to 6" over culvert and compact. Supply and install 12" of DOT double crush lime rock in 4" lifts and compact. Saw cut trench to 10 ft. wide. Tac and repave with 2" of type S-3 hot plant mix and compact to grade.