

Prepared by and return to:
Matthew D. Koblegard, Esq.
49 SW Flagler Ave., Ste. 301
Stuart, FL 34994

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Drainage Easement Agreement") is made and entered into as of the 1st day of April, 2021, by and between **Mattamy Palm Beach LLC**, a Delaware limited liability company, with a mailing address of 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, FL 33426 ("Mattamy"), and **Baron Shoppes Tradition LLC**, a Florida limited liability company, whose address is 49 SW Flagler Ave., Ste. 301, Stuart, FL 34994 ("Baron"). Mattamy and Baron may at times be referred to in this Drainage Easement Agreement individually as a "Party" or collectively "Parties".

W I T N E S S E T H:

WHEREAS, Mattamy is the owner of that certain Property identified by the St. Lucie County Property Appraiser as Parcel No. 4315-615-0001-000-4, and as more particularly described as follows, to wit ("Mattamy's Property"):

Parcel 1, Southern Grove Plat No. 31, as recorded in Plat Book 90, Page 8, of the Public Records of St. Lucie County, Florida.

Containing 3.918 acres, more or less.

WHEREAS, Baron is the owner of that certain Property identified by the St. Lucie County Property Appraiser as Parcel No. 4315-609-0004-000-6, and as more particularly described as follows, to wit ("Baron's Property"):

Lot 3, Southern Grove Plat No. 18, according to the map or plat thereof, as recorded in Plat Book 73, Pages 25 through 28, of the Public Records of St. Lucie County, Florida.

Containing 3.80 acres more or less.

Mattamy's Property and Baron's Property is collectively referred to as the "Property."

WHEREAS, in accordance with Section 2.E. of that certain Reciprocal Right-of-Way Access Easement Agreement dated October 27, 2020 between Mattamy and Baron recorded in Official Record Book 4499, Page 599 of the Public Records of St. Lucie County, Florida, Baron agreed to construct a connection point to the boundary of Mattamy's Property and to grant Mattamy a drainage easement in connection with Mattamy's Property, as more particularly described therein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Drainage Easement Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct, form a material part of this Drainage Easement Agreement, and are incorporated herein by reference.

2. Construction of Drainage Improvements and Grant of Easement.

A. Baron and Mattamy shall mutually approve the construction plans (collectively, the "Approved Plans") for the construction and installation of a drainage pipe and related appurtenant drainage facilities for the underground drainage of stormwater and surface water of Mattamy's Property to be located on Baron's Property (the "Drainage Improvements"). The Drainage Improvements shall be constructed by Baron, at Baron's cost, in a diligent manner and in accordance with the Approved Plans, permits, applicable law, and industry standards. Provided that Baron has constructed the Drainage Improvements in accordance with the Approved Plans, Mattamy shall reimburse Baron an amount equal to thirty percent (30%) of Baron's costs to construct the Drainage Improvements, not to exceed \$23,100 ("Mattamy Contribution"). Mattamy shall reimburse Baron the Mattamy Contribution upon the issuance of the certificate of completion regarding the Drainage Improvements, or comparable document, by the applicable governmental authority.

If Mattamy commences development of Mattamy's Property prior to Baron commencing construction of the Drainage Improvements, Mattamy shall have the right to assume, but not the obligation, to construct and complete the Drainage Improvements. If Mattamy constructs the Drainage Improvements, Baron shall reimburse Mattamy for all costs necessarily incurred in the assumption of Baron's obligation to construct the Drainage Improvements, less the Mattamy Contribution, within 15 days of the issuance of the certificate of completion regarding the Drainage Improvements, or comparable document, by the applicable governmental authority. If Mattamy exercises its right as set forth herein to assume the obligation to complete the construction of the Drainage Improvements, Baron agrees to cooperate in the execution of all documents and assignments required by Mattamy to complete such construction. Any alteration, modification, removal, or replacement of the Drainage Improvements shall be subject to Mattamy's and Baron's, or their respective successors and assigns', prior review and

written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

B. Baron does hereby grant and convey unto Mattamy, its successors and assigns for the benefit of Mattamy's Property, a perpetual, non-exclusive appurtenant easement under and through the required drainage area, as depicted on **Exhibit "A"** (the "Easement Area"), for the purpose of underground drainage of stormwater and surface water including installing, constructing, maintaining and replacing, if necessary, the Drainage Improvements. Mattamy shall also have the specific rights of ingress and egress on Baron's Property as necessary for the installation, construction, maintenance and replacement of the Drainage Improvements, consistent with the easement provided herein. Subject to the other terms and conditions of this Drainage Easement Agreement, Mattamy shall also have the right to remove impediments to the operation, maintenance, and replacement of the Drainage Improvements such as trees, landscaping, asphalt and sidewalks, the costs of removal and replacement associated therewith being the responsibility of Mattamy. Mattamy further agrees all installation, construction, maintenance, replacement and any other activities which disturb the Easement Area will be coordinated with Baron so as to minimize any disruption to Baron's Property.

C. Mattamy does hereby grant and convey unto Baron, its successors and assigns for the benefit of Baron's Property, a temporary, non-exclusive easement within Mattamy's Property immediately adjacent to the Easement Area as set forth in attached Exhibit "B" ("Temporary Easement Area", together with "Easement Area", "Easement Areas"), for access, installation, and construction of that portion of the Drainage Improvements located within the Temporary Easement Area. This temporary easement shall terminate upon completion of the Drainage Improvements.

3. Authority. Each of Mattamy and Baron warrants and guarantees to the other Party that each of Mattamy and Baron has fee simple title to their respective Property, subject to easements, reservations, restrictions and rights of way of record, if any, and, each of Mattamy and Baron has full power and authority to grant the easements set forth herein.

4. Use Rights.

A. Mattamy's use of the Easement Area shall be for the purpose of Mattamy, through its agents, contractors, consultants and employees performing such activities on the Easement Area reasonably necessary in connection with the installation, maintenance, repair, inspection, alteration, and/or removal, as necessary, of the Drainage Improvements. In addition, Mattamy shall have the limited right and authority of reasonable ingress and egress across the adjoining lands immediately adjacent to the Easement Area, owned by Baron, for the purpose of accomplishing the intent of this Drainage Easement Agreement. That, notwithstanding, Mattamy agrees that it shall cause minimal intrusion to Baron in Baron's enjoyment of the use of Baron's Property.

B. Baron's use of the Temporary Easement Area shall be for the purpose of Baron, through itself, its agents, contractors, consultants and employees performing such activities on the Temporary Easement Area as they may deem reasonably necessary in connection with the access, design, engineering, and construction of the Drainage Improvements in the Temporary Easement Area. Baron's easement rights include the right of ingress and egress with necessary labor, equipment, vehicles, and material for constructing the Drainage Improvements in the Temporary Easement Area. Baron shall have the limited right and authority of reasonable ingress and egress across the adjoining lands immediately adjacent to the Temporary Easement Area, owned by Mattamy, for the purpose of accomplishing the intent of this Drainage Easement Agreement. That, notwithstanding, Baron agrees that it shall cause minimal intrusion to Mattamy in Mattamy's enjoyment of the use of Mattamy's Property.

C. The day-to-day operation and routine maintenance of the surface area above the Drainage Improvements located within the Easement Area, which surface area maintenance shall include, without limitation, maintenance of all landscaping, plant and tree placement, canals, and asphalt or other road materials in a manner so as to not inhibit the operation of the Drainage Improvements, shall be the responsibility of Baron at Baron's sole cost and expense. In addition, any damage to the Drainage Improvements caused by the acts or omissions of Baron, its agents, contractors, owners, officers, directors, employees, representatives, or invitees (collectively, "Baron's Agents") shall be the responsibility of Baron to repair, at Baron's sole cost and expense. In the event Baron fails to maintain the surface area as set forth herein and such failure inhibits the operation of the Drainage Improvements, or Baron fails to repair damage to the Drainage Improvements caused by Baron or Baron's Agents as set forth herein, Mattamy shall have the right to enter Baron's Property and cure the drainage issue caused by Baron's failure to maintain and repair the surface area above the Drainage Improvements within the Easement Area and/or repair the damage to the Drainage Improvements, as applicable, upon three (3) days notice unless due to an emergency, in which event no notice will be required. An "emergency" shall be deemed to mean a failure of the operation of the Drainage Improvements in such a manner as to risk damage to person, property or inhibit the operation of Mattamy's Property. The day-to-day operation and routine maintenance of the Drainage Improvements located within the Easement Area shall be the responsibility of Mattamy. In all of the foregoing events, Baron acknowledges and agrees that Mattamy has the right to enter Baron's Property, the Easement Area, and the adjoining lands immediately adjacent to the Easement Area to maintain and operate the Drainage Improvements, repair and maintain the surface area above the Drainage Improvements if Baron fails to maintain as set forth herein, and repair damage to the Drainage Improvements caused by an act or omission of Baron or Baron's Agents, in the manner described herein. In the event Mattamy is required to maintain the surface area above the Drainage Improvements as a result of Baron's failure to do so, or Mattamy is required to repair damage to the Drainage Improvements caused by Baron or Baron's Agents, Baron shall reimburse Mattamy upon written demand from Mattamy for all costs

reasonably incurred in connection therewith. That, notwithstanding, Mattamy agrees that it shall cause minimal intrusion to Baron in Baron's enjoyment of the use of the remainder of Baron's Property.

5. Lien Free Construction, Indemnification, and Insurance.

A. Each Party shall keep the other Party's Property, including without limitation, the Easement Area, free from construction or similar liens arising on account of or resulting from such Party's exercise of its rights under this Drainage Easement Agreement. In the event any construction or similar lien is recorded against a Property, or any portion thereof, on account of any act by or on behalf of a Party, its legal and contractual representatives, agents, and assigns, such Party shall immediately cause such construction lien to be either (i) removed from the Property; or (ii) if such Party disputes same, to be bonded off by such Party.

B. Each Party agrees to indemnify, defend and hold the other Party harmless from any and all loss, cost, damage or expense, including costs and reasonable attorney's fees at all levels caused to or suffered by the other Party and arising out of or attributable to, directly or indirectly, any act or omission by any employee, agent, independent contractor, licensee or invitee of such Party in connection with this Drainage Easement Agreement.

C. In conjunction with the Drainage Easement Agreement, each Party and its successors or assigns shall maintain in full force and effect, with a reputable insurance company or companies licensed to provide insurance in the State of Florida, a policy of commercial general liability insurance against claims of liability, bodily injury, death and property damage in connection with, or in any way related, to the use and exercise of the easements granted hereby and the negligent acts or omissions of such Party or such Party's agents, employees, or contractors. Such insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and shall name the other Party as an additional insured. Each Party shall furnish to the other Party a certificate evidencing that the insurance required to be carried by such Party is in full force and effect.

D. Notwithstanding the foregoing, the foregoing provisions in this section shall only apply in the event that Mattamy constructs the Drainage Improvements.

6. Reservation of Rights. The easements granted hereby are non-exclusive, and each Party reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Areas so long as such use does not interfere with the other Party's use thereof. Each Party shall use the rights granted and reserved by this Drainage Easement Agreement with due regard to the rights of the other Party to use and enjoy the Easement Areas. Nothing herein shall create or be construed to create any rights in and/or for the

benefit of the general public in or to the Easement Areas under this Drainage Easement Agreement except as expressly set forth and limited herein.

7. Limitation of Remedies. Each Party waives any remedy to terminate this Drainage Easement Agreement, except as set forth in this Drainage Easement Agreement, or seek and recover punitive, special and/or consequential damages.

8. Covenants Running with the Land. This Drainage Easement Agreement shall be binding upon and inure to the benefit of the Parties specified herein, their respective successors and assigns, and the benefits and burdens hereof shall run with the Property.

9. Amendment and Termination. This Drainage Easement Agreement may be modified, amended, or terminated only upon the mutual written consent of Mattamy and Baron, or their respective successors and assigns.

10. Governing Law. This Drainage Easement Agreement and the provisions contained herein shall be governed by and construed in accordance with the Laws of the State of Florida and the Parties consent to venue in the Circuit Court in and for St. Lucie County, Florida.

11. Captions. The captions used herein are for convenience only and shall not be relied upon in construing this Drainage Easement Agreement.

12. Notice. Any notice required under this Drainage Easement Agreement will be sent to the Parties at the address set forth above, unless such address is changed by written notice to each person concerned, in which event the change of address given will be used for the sending of such notice. Any required notice will be made by certified mail, properly addressed and postage prepaid or by recognized overnight delivery service.

13. Attorney's Fees. In connection with any litigation arising out of this Drainage Easement Agreement, the prevailing party shall be entitled to recover all costs incurred including, but not limited to, its reasonable attorneys' fees at all trial and appellate levels and post judgment proceedings.

14. Severability. In the event that any portion of this Drainage Easement Agreement is found to be unenforceable, said clause shall be severed from the Drainage Easement Agreement and the remainder of the Drainage Easement Agreement shall remain in full force and effect.

15. Counterparts. For the purposes of facilitating the proving of this Drainage Easement Agreement, as herein provided and for other purposes, this Drainage Easement Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original. Such counterparts together shall constitute but one and the same Drainage Easement Agreement.

16. Binding Agreement. This Drainage Easement Agreement shall be binding upon and inure to the Parties hereto and their respective successors and/or assigns.

17. Dedication to Community Development District. Upon Mattamy's request, Baron shall convey the Drainage Improvements to the Southern Grove Community Development District No. 1 (the "CDD") by bill of sale or other form required by the CDD and shall execute or provide any other instruments, certifications, or documents required by the CDD, including granting the CDD an easement over the Easement Area. Upon completion of the Drainage Improvements and conveyance to the CDD with the associated grant of easement to the CDD, this Drainage Easement Agreement shall automatically terminate. Such termination shall not require the approval of any other party or governmental authority.

[signatures on following pages]

IN WITNESS WHEREOF, the appropriate officer/manager of the undersigned have executed this Drainage Easement Agreement as of the day and date first set forth above.

Signed, sealed and delivered in presence of:

Joel Arrington
Print Name: Joel Arrington

Jacalyn DiNatali
Print Name: Jacalyn DiNatali

Mattamy Palm Beach LLC, a Delaware limited liability company

By: *[Signature]*
Anthony Russo
Vice President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)



I HEREBY CERTIFY that on this 1 day of April, 2021, 2021, sworn to and subscribed before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, by means of physical presence or online notarization, _____, _____ of Mattamy Palm Beach LLC, to me known to be the person described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that s/he executed the same for the purposes therein expressed.

[Signature]

Notary Public, State of Florida
My Commission Expires:



Signed, sealed and delivered in presence of:


Print Name: Matt Koblegard

Print Name: Melissa Suarez

Baron Shoppes Tradition LLC, a
Florida limited liability company

By: 
Jeremiah Baron, Manager

STATE OF FLORIDA)
COUNTY OF MARTIN)

I HEREBY CERTIFY that on this 1 day of April,
2021, sworn to and subscribed before me, an officer duly authorized in the State and
County aforesaid to take acknowledgements, by means of [] physical presence or []
online notarization, Jeremiah Baron, Manager of Baron Shoppes Tradition LLC, [] to
me known to be the person described in or [] who has produced
D/K as identification and who executed the foregoing
instrument and acknowledged before me that s/he executed the same for the purposes
therein expressed.



Notary Public, State of Florida
My Commission Expires:

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Exhibit "A"
Easement Area

NOTE:
DESCRIPTION NOT VALID WITHOUT SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:


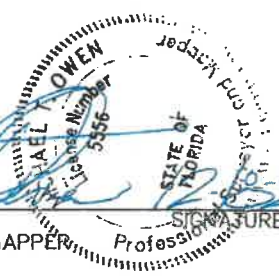
A 20.00 FOOT WIDE PARCEL OF LAND LYING IN LOT 3, SOUTHERN GROVE PLAT NO. 18, ACCORDING TO PLAT BOOK 73, PAGES 25-28, AS RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°00'00" EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 3, A DISTANCE OF 205.34 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 16.00 FEET TO THE WEST LINE OF SAID LOT 3 AND THE POINT OF TERMINUS.

EASEMENT LINES ARE 10.00 FEET ON EACH SIDE OF THE CENTERLINE. EASEMENT LINES ARE TO BE EXTENDED AND/OR TRIMMED TO CREATE A CLOSED BOUNDARY.

CONTAINING 4,426.80 SQUARE FEET (0.102 ACRES), MORE OR LESS.

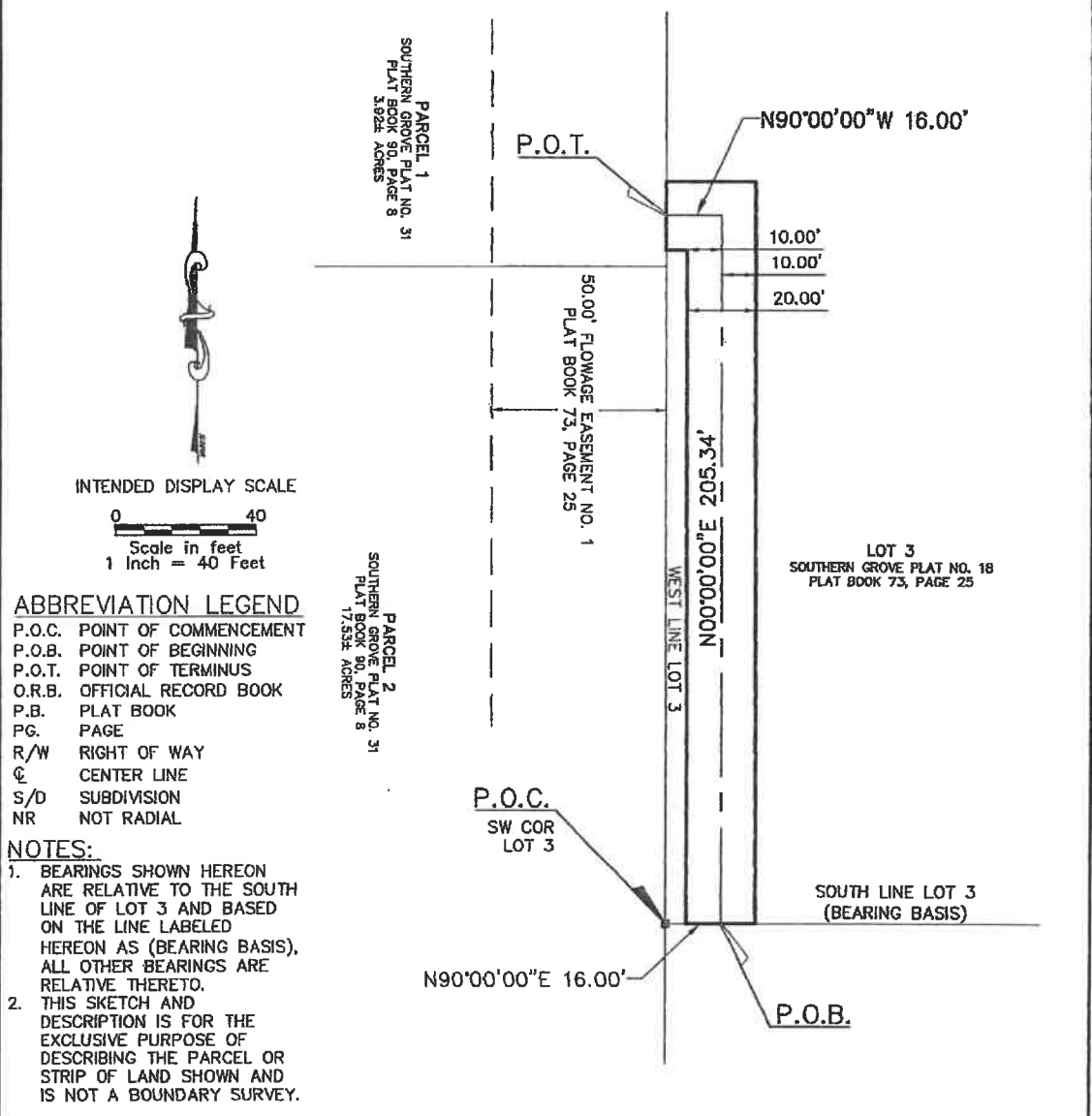
MICHAEL T. OWEN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

Professional Seal: MICHAEL T. OWEN, License Number 5556, STATE OF FLORIDA, PROFESSIONAL SURVEYOR & MAPPER, SIGNATURE DATE

<p>SKETCH & DESCRIPTION OF: WATER MANAGEMENT AND ACCESS EASEMENT</p> <p>PREPARED FOR: BARON SHOPPES TRADITION, LLC</p>	<p>PORT SAINT LUCIE OFFICE 10250 SW VILLAGE PARKWAY SUITE 201 PORT SAINT LUCIE, FL 34987 ☎ 772-462-2455 🌐 www.edc-inc.com</p>	 <p>ENGINEERS & SURVEYORS ENVIRONMENTAL</p> <p><small>F.S.P.E. CERTIFICATE OF AUTHORIZATION 9955 L.S. CERTIFICATE OF AUTHORIZATION 0396</small></p>
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REVISIONS		
PROJ. # 19-370 DATE: 12/1/2020 DRAWN BY: FS CHECKED BY: MTO SCALE: 1"=30' CAD FILE: WATER EASE.dwg Z:\EDC-2019\19-370 - Baron Shoppes - Tradillon\SURVEY\dwg - PDF\SURVEY\WATER EASE.dwg, 12/18/2020 10:56 AM	SHEET 1 OF 2	

THIS IS NOT A SURVEY



ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- P.G. PAGE
- R/W RIGHT OF WAY
- CL CENTER LINE
- S/D SUBDIVISION
- NR NOT RADIAL

- NOTES:**
1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTH LINE OF LOT 3 AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS). ALL OTHER BEARINGS ARE RELATIVE THERETO.
 2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

**SKETCH & DESCRIPTION OF:
WATER MANAGEMENT AND
ACCESS EASEMENT**

PREPARED FOR:
**BARON SHOPPES
TRADITION, LLC**



PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



REVISIONS	
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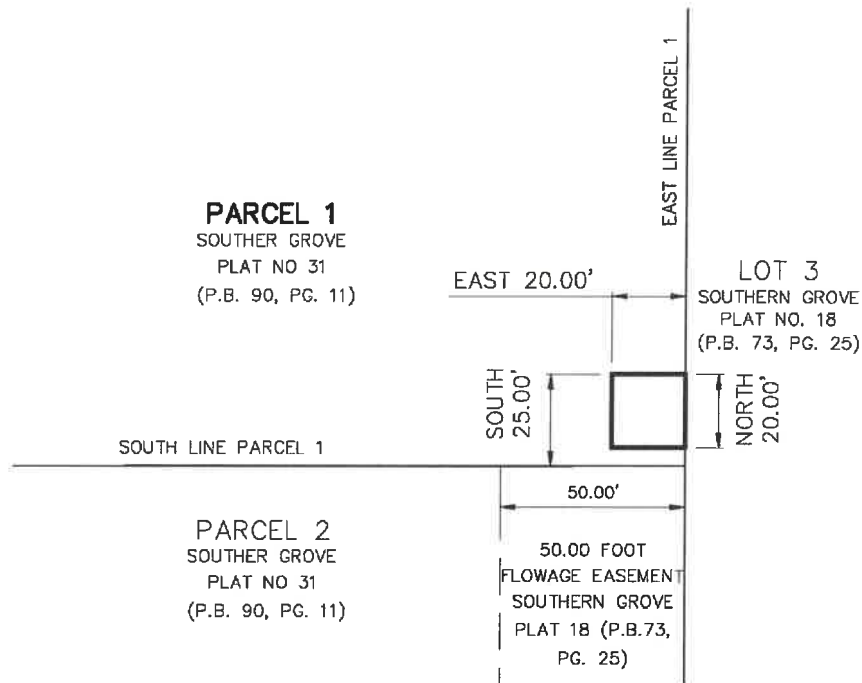
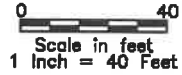
Exhibit "B"

Temporary Easement Area

<p>NOTE: DESCRIPTION NOT VALID WITHOUT SKETCH.</p>	<p>THIS IS NOT A SURVEY</p>	
<div style="border: 1px solid red; padding: 10px; margin: 10px auto; width: 80%;"> <p>DESCRIPTION: THE NORTH 20.00 FEET OF THE SOUTH 25.00 FEET OF THE EAST 20.00 FEET OF THE FOLLOWING DESCRIBED PARCEL. PARCEL 1, ACCORDING THE PLAT OF SOUTHERN GROVE PLAT NO. 31, AS RECORDED IN PLAT BOOK 90, PAGE 11, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. CONTAINING 400.00 SQUARE FEET, MORE OR LESS.</p> </div>		
 <p style="font-size: 2em; font-family: cursive; margin: 0;">Michael T. Owen</p> <p>MICHAEL T. OWEN PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION #5556</p> <p style="text-align: right; margin-right: 50px;">2/25/2021 SIGNATURE DATE</p>		
<p>SKETCH & DESCRIPTION OF: TEMPORARY CONSTRUCTION EASEMENT</p>	<p>PORT SAINT LUCIE OFFICE 10250 SW VILLAGE PARKWAY SUITE 201 PORT SAINT LUCIE, FL 34987 ☎ 772-462-2455 🌐 www.edc-inc.com</p>	 <p>ENGINEERS & SURVEYORS ENVIRONMENTAL <small>F.B.P.E. CERTIFICATE OF AUTHORIZATION 8696 L.B. CERTIFICATE OF AUTHORIZATION 8088</small></p>
<p>PREPARED FOR: VITAS</p>		
<p>REVISIONS</p>		
<p>PROJ. # 20-288 DATE: 2/24/2021 DRAWN BY: FS CHECKED BY: MTO SCALE: 1"=40' CAD FILE: 20-288 EASE ABANDON.dwg SHEET 1 OF 2 Z:\EDC-2020\20-288 - Vitas - Tradition\SURVEY\Draw - PDF\Survey\20-288 EASE ABANDON.dwg, 2/28/2021 8:39 AM</p>		

THIS IS NOT A SURVEY

INTENDED DISPLAY SCALE



NOTES:

- BEARINGS SHOWN HEREON ARE RELATIVE TO THE PLAT OF SOUTHERN GROVE PLAT NO. 31, ALL OTHER BEARINGS ARE RELATIVE THERETO.
- THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS
- O.R.B. OFFICIAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT OF WAY
- ☉ CENTER LINE
- S/D SUBDIVISION
- NR NOT RADIAL

**SKETCH & DESCRIPTION OF:
TEMPORARY CONSTRUCTION
EASEMENT**

PREPARED FOR:
VITAS

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
☎ 772-462-2455
🌐 www.edc-inc.com



ENGINEERS & SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 8885
L.B. CERTIFICATE OF AUTHORIZATION 8088

REVISIONS

PROJ. #: 20-288 DATE: 2/24/2021 DRAWN BY: FS CHECKED BY: MTD SCALE: 1"=40' CAD FILE: 20-288 EASE ABANDON.dwg
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SHEET
2 OF 2