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PREPARED BY AND RETURN TO:

Tyson J. Waters, Esq.
Ruden McClosky, P.A.
145 N.W. Central Park Plaza, Ste. 200
Port St. Lucie, Florida 34986

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EASEMENT

August ~~THIS~~ EASEMENT ("Easement") is entered into this *26* day of *August*, 2010 ("Effective Date"), by and between, **Lennar Homes, LLC**, a Florida limited liability company, whose address is 700 NW 107th Avenue, Miami, Florida 33172, ("Grantor") and **Whitemarsh Reserve Homeowners Association, Inc.**, a Florida not for profit corporation, whose address is 1201 U.S. Highway One, Suite 330, North Palm Beach, Florida 33408 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Martin County, Florida ("Grantor's Property") of which the legal description is attached to this Easement as Exhibit "A"; and

WHEREAS, Grantee desires to erect and maintain a fence ("Fence") on that portion of Grantor's Property ("Easement Property") legally described in Exhibit "B" attached hereto and made a part hereof for the benefit of Grantee and the residents of the Whitemarsh Reserve subdivision; and

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to obtain from Grantor an easement over that portion of Grantor's Property for the placement, replacement, repair and continued maintenance of the Fence.

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement in, on, under, over and across the Easement Property for the purposes of the placement, replacement, repair and continued maintenance of the

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Fence within the Easement Property, including access over the Grantor's Property to and from the Easement Property for the purposes set forth herein.

3. Reservation of Right. Grantor hereby reserves unto itself, its heirs, personal representatives, successors and assigns, the right and privilege to use the Easement Property and to grant additional easements in, on, under, over and across the Easement Property to Grantee and others, provided that such use or grants of easement are not inconsistent with and do not unreasonably interfere with the rights granted to Grantee herein.

4. Maintenance, Repair, Replacement and Operation. Grantee shall be responsible for all costs and expenses incurred in connection with the placement, replacement, repair and continued maintenance ("Easement Work") of the Fence within the Easement Property, except for such cost and expense resulting from the acts or omissions of Grantor, its successors, assigns, agents, licensees, tenants or invitees. If such repair or maintenance is required as a result of the acts or omissions of Grantor, its successors, assigns, agents, licensees, tenants or invitees, then Grantor shall make such repairs or maintenance within thirty (30) days of receipt of notice or, at Grantee's option, Grantee may make such repairs or maintenance and invoice Grantor for such work, which Grantor shall pay within thirty (30) days of receipt of the invoice. All Easement Work shall be done in a good and workmanlike manner.

5. Duration. This Easement shall be perpetual in duration unless earlier terminated in accordance with the terms and provisions of this Easement.

6. Binding Effect. This Easement shall be binding upon the parties hereto and their respective heirs, personal representatives, transferees, successors and assigns as a restriction running with and binding upon the Grantor's Property and Easement Property for the benefit of Grantee and its successors and assigns.

7. Modification. This Easement may not be modified, amended or terminated without a written instrument, in recordable form, executed by Grantor and Grantee.

8. Attorney's Fees. The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and/or conditions of this Easement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith including, but not limited to, reasonable attorney's fees (including appellate fees) and court costs.

9. Entire Agreement. This Easement constitutes the entire agreement between the parties, there being no oral and/or implied agreements not specifically set forth herein.

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10. Governing Law. This Easement shall be construed and determined in accordance with the laws of the State of Florida. Venue with respect to any litigation shall be Martin County, Florida.

11. Captions. The captions and paragraph headings contained in this Easement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Easement, nor the intent of any provisions hereof.

12. Preparation. This Easement shall not be construed more strictly against either party by virtue of the preparation of this Easement.

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

14. Counterparts. This Easement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


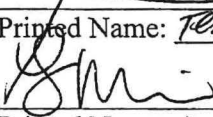
15. Exhibits. All Exhibits attached hereto are hereby substantively incorporated herein and made a part hereof by this reference.

(Remainder of page intentionally left blank; signature pages to follow)

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IN WITNESS WHEREOF, Grantor and Grantee have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered
in the presence of:


Printed Name: TERESA BALUJA

Printed Name: LORIE MOCCIA

GRANTOR:

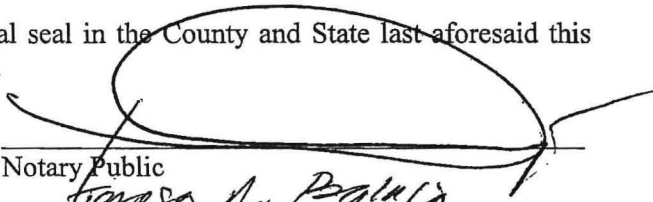
LENNAR HOMES, LLC, a Florida limited
liability company


By: CARLOS GONZALEZ
Its: VP

STATE OF FLORIDA)
) SS:
COUNTY OF Miami Dade

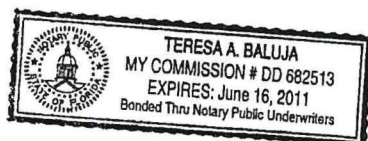
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Carlos Gonzalez, Vice-President of Lennar Homes, LLC, on behalf of said company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this
28th day of August, 2010.


Notary Public

Teresa A. Baluja
Typed, printed or stamped name of Notary Public

My Commission Expires:

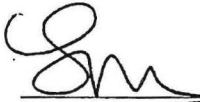
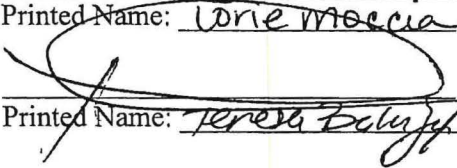


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Signed, sealed and delivered
in the presence of:

GRANTEE:


WHITEMARSH RESERVE
HOMEOWNERS ASSOCIATION, INC., a
Florida non profit corporation


Printed Name: Lorie Moccia

Printed Name: Teresa Baluja

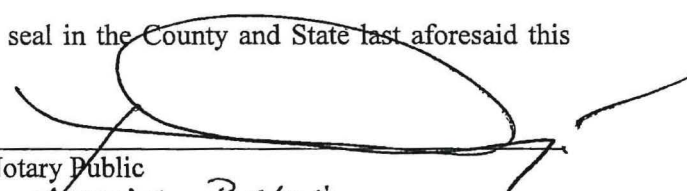

By: Maria Caprida Herrera
Its: President

STATE OF FLORIDA)
) SS:
COUNTY OF Miami-Dade

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 Maria C. Herrera Vice-President of Whitemarsh Reserve Homeowners Association, Inc., on behalf of said corporation, who is personally known to me or who has produced _____ as identification.

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




Notary Public

Teresa Baluja

Typed, printed or stamped name of Notary Public

My Commission Expires:

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EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Lots 1 through 9, WHITEMARSH RESERVE PUD PHASE 2, according to the plat thereof as recorded in Plat Book 16, Page 38, of the Public Records of Martin County, Florida; and

Lot 100, WHITEMARSH RESERVE PUD PHASE 1, according to the plat thereof as recorded in Plat Book 16, Page 5, of the Public Records of Martin County, Florida.

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EXHIBIT B **EASEMENT PROPERTY**

HAGER, PALBICKE & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS <small>Certificate of Authorization L.B. No. 6772</small> PLATTING • CONDOMINIUMS • LAND DEVELOPMENT • CONSTRUCTION LAYOUT • BOUNDARY • TOPOGRAPHIC 270 South Central Boulevard, Suite 203, Jupiter, Florida 33458 Phone: (561) 427-0990 Fax: (561) 427-0996					
SKETCH AND LEGAL DESCRIPTION (Fence Easement - Installation and Maintenance)					
<p>Legal Description: A portion of Lots 1 through 9, "WHITEMARSH RESERVE PUD PHASE 2", according to the Plat thereof, as recorded in Plat Book 16, Page 38, of the Public Records of Martin County, Florida; and a portion of Lot 100 of "WHITEMARSH RESERVE PUD PHASE 1", according to the Plat thereof, as recorded in Plat Book 16, Page 5, of the Public Records of Martin County, Florida, being more particularly described as follows:</p> <p>COMMENCE at the Northeast Corner of said Lot 100; thence S.86°17'48"W., along the North Line of said Lot 100, for a distance of 27.22 feet to the POINT of BEGINNING of the hereinafter described easement; thence S.20°42'45"E., for a distance of 55.50 feet to a point of curvature of circular curve to the right, concave Westerly; thence Southerly along the arc of said curve having a radius of 5642.58 feet and a central angle of 03°26'33", for an arc distance of 339.03 feet; thence S.27°10'39"W., for a distance of 27.26 feet; thence S.73°08'36"W., along the South Line of said Lot 1, for a distance of 61.01 feet; thence N.16°53'29"W., for a distance of 9.85 feet; thence S.88°36'54"E., for a distance of 18.69 feet; thence N.73°08'36"E., for a distance of 41.57 feet; thence N.27°10'39"E., for a distance of 23.93 feet to a point on the arc of circular curve to the left concave Westerly, said point bearing N.72°42'49"E. (radial) from the center of the next described curve; thence Northerly along the arc of said curve, having a radius of 5638.58 feet and a central angle of 03°25'34", for an arc distance of 337.16 feet to a point of tangency; thence N.20°42'45"W., for a distance of 55.29 feet; thence N.66°17'48"E., along the North Line of said Lot 100, for a distance of 4.01 feet to the POINT of BEGINNING.</p> <p>(Bearings are based upon the centerline of S.W. NATURES LANE, as shown on the Plat of "WHITEMARSH RESERVE PUD PHASE 1", as recorded in Plat Book 16, Page 5, of the Public Records of Martin County, Florida, having a bearing of S.18°41'58"E.).</p>					
<p>Notes:</p> <ol style="list-style-type: none"> Elevations when shown refer to the National Geodetic Vertical Datum (N.G.V.D.), of 1929. The lands shown hereon have not been abstracted by this firm regarding matters of interest by other parties, such as easements, rights-of-ways, reservations, etc., such information should be obtained and verified by others through appropriate title verification. This drawing is the property of <i>Hager, Palbicke & Associates, Inc.</i> and was prepared for and certified to the party and/or parties indicated hereon and is not transferable or assignable, it shall not be used or reproduced whole or in part without written authorization. All easements shown on the attached drawing are per the record plat (unless otherwise noted). This Sketch and Legal Description does not constitute a Survey. <p>Abbreviations:</p> <table border="0" style="width:100%;"> <tr> <td style="vertical-align: top;"> A* = ARC LENGTH S.C.R. = IRONWATER COUNTY RECORDS C.A.T.V. = CALCULATED C = CIRCLE CH = CHORD (C) = DELTA (CENTRAL) ANGLE (D) = DEED D.E. = DRAINAGE EASEMENT DIA = DIAMETER </td> <td style="vertical-align: top;"> DRAIN. = DRAINAGE EASE. = EASEMENT ELEC. = ELECTRIC F.P. = FLORIDA POWER & LIGHT I.P.C. = IRON PIPE & CAP I.R. = IRON ROD I.R.C. = IRON ROD & CAP L.E. = LANDSCAPE EASEMENT L.M.E. = LAND MAINTENANCE EASEMENT </td> <td style="vertical-align: top;"> (M) = MEASURED N.T.S. = NOT TO SCALE O.R.B. = OFFICIAL RECORDS BOOK P.B. = PLAT BOOK P.B.C.R. = PALM BEACH COUNTY RECORDS P.S. = PAGE P.F.P. = PALM BEACH COUNTY RECORDS P.C.P. = PERMANENT CONTROL POINT P.P.M. = PERMANENT REFERENCE MONUMENT P.L. = PLAT </td> <td style="vertical-align: top;"> P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT P.O.T. = POINT OF TERMINATION R.N. = RADIUS R.C. = RECORD R.P. = POINT OF BEGINNING R.T. = RECORD S.E.C. = SECTION T.V.P. = TYPICAL U.L. = UTIL U.T.L. = UTIL </td> </tr> </table>	A* = ARC LENGTH S.C.R. = IRONWATER COUNTY RECORDS C.A.T.V. = CALCULATED C = CIRCLE CH = CHORD (C) = DELTA (CENTRAL) ANGLE (D) = DEED D.E. = DRAINAGE EASEMENT DIA = DIAMETER	DRAIN. = DRAINAGE EASE. = EASEMENT ELEC. = ELECTRIC F.P. = FLORIDA POWER & LIGHT I.P.C. = IRON PIPE & CAP I.R. = IRON ROD I.R.C. = IRON ROD & CAP L.E. = LANDSCAPE EASEMENT L.M.E. = LAND MAINTENANCE EASEMENT	(M) = MEASURED N.T.S. = NOT TO SCALE O.R.B. = OFFICIAL RECORDS BOOK P.B. = PLAT BOOK P.B.C.R. = PALM BEACH COUNTY RECORDS P.S. = PAGE P.F.P. = PALM BEACH COUNTY RECORDS P.C.P. = PERMANENT CONTROL POINT P.P.M. = PERMANENT REFERENCE MONUMENT P.L. = PLAT	P.O.B. = POINT OF BEGINNING P.O.C. = POINT OF COMMENCEMENT P.O.T. = POINT OF TERMINATION R.N. = RADIUS R.C. = RECORD R.P. = POINT OF BEGINNING R.T. = RECORD S.E.C. = SECTION T.V.P. = TYPICAL U.L. = UTIL U.T.L. = UTIL	<p>Legend:</p> <p>B/L or B = Base Line C/L or C = Centerline</p>
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<p>Surveyor's Certification: I hereby certify that the attached "Sketch and Legal Description" complies with the "Minimum Technical Standards" for surveys as contained in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.</p> <p align="center"><i>Thomas R. Palbicke</i></p> <p>Thomas R. Palbicke, Professional Land Surveyor No. 5061, State of Florida</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;">Whitemarsh Phase 1 & 2</td> <td style="width:33%;">Job No.: LNNR-WM</td> <td style="width:33%;">Date: 7/20/2010</td> </tr> </table>		Whitemarsh Phase 1 & 2	Job No.: LNNR-WM	Date: 7/20/2010	
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