

Record and return to:
John J. Fumero, Esq.
Nason Yeager Gerson Harris & Fumero, P.A.
750 Park of Commerce Blvd., Suite 210
Boca Raton, Florida 33487

CFN 20220076796
OR BK 33322 PG 817
RECORDED 02/17/2022 11:31:19
Palm Beach County, Florida
AMT 10.00
DEED DOC 0.70
Joseph Abruzzo
Clerk
Pgs 0817-0820; (4Pgs)

Exhibit B

Irrigation Water Supply Easement

This Irrigation Water Supply Easement ("Easement") granted this 5th day of October, 2021, is by and between Cape Pointe Homeowners Association, Inc. a Florida corporation ("Water User"), as Grantor, and J.L. Property Owners Association, Inc., ("JLPOA") a Florida corporation, its successors and assigns, as Grantee.

WITNESETH

WHEREAS, JLPOA holds a water use permit from the South Florida Water Management District to irrigate lands within the JLPOA community including lands owned by Water User (the "Permit"); and

WHEREAS, Grantor owns those certain tracts of real property more particularly described in the attached Exhibit "I" ("Grantor's Parcel"); and

WHEREAS, Grantor desires to grant to JLPOA a perpetual, non-exclusive easement on, over, under, across and through Grantor's Parcel so that JLPOA will have the authority to supply water for irrigation and obtain and maintain associated rights under Part II of Chapter 373, Florida Statutes and the Permit as it may be amended from time to time, for the benefit of Grantor and its residents; and

WHEREAS, Grantor desires to grant to JLPOA a perpetual, non-exclusive easement on, over, under, across and through Grantor's Parcel for pedestrian and vehicular ingress and egress;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Grantor and JLPOA agree as follows:

Grantor hereby grants to JLPOA a perpetual, non-exclusive easement on, over, under, across, and through Grantor's Parcel for the purpose of: 1) providing JLPOA with the authority to supply water for irrigation of Grantor's Parcel, 2) providing JLPOA with the authority to obtain and maintain associated rights under Part II of Chapter 373, Florida Statutes and the Permit as it may be amended from time and 3) allowing JLPOA to monitor compliance with the Permit, and to the extent necessary, in JLPOA's sole discretion, to maintain, repair and replace irrigation facilities, which such perpetual, non-exclusive easement also includes the right of pedestrian and vehicular access over Grantor's Parcel as necessary to permit JLPOA and JLPOA's maintenance and service personnel, agents, licensees, contractors, and subcontractors, to exercise the rights granted under this Easement to

JLPOA. JLPOA shall not exercise its right to install, repair, service, or replace Water User's Facilities until 90 days after JLPOA gives Water User written notice of the deficiency that needs to be cured.

In exercising the rights granted to JLPOA under this Easement, JLPOA agrees not to unreasonably interfere with the right of use or the right of ingress and egress of Grantor, its successors and assigns, licensees, agents, employees, members or guests.

The rights, obligations and restrictions contained herein shall run with and burden Grantor's Parcel, and shall be binding upon Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the date first written above.

Witnesses:

Grantor:

[Signature]
Signature
Evan Bachove
Print Name

[Signature]
Signature
Cecilia Schaefer
Print Name

Cape Pointe Homeowners Association, Inc.
HOA Name

[Signature]
Signature

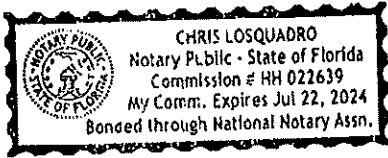
Belinda S. Eichler
Print Name

President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of October, 2021 by Belinda Eichler, as President of Cape Pointe HOA, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced driver's license as identification.

[Signature]
Notary Signature
Chris Losquadro
Print Notary Name



NOTARY PUBLIC
State of Florida at Large
My Commission Expires: 7/22/24

LEGAL DESCRIPTION

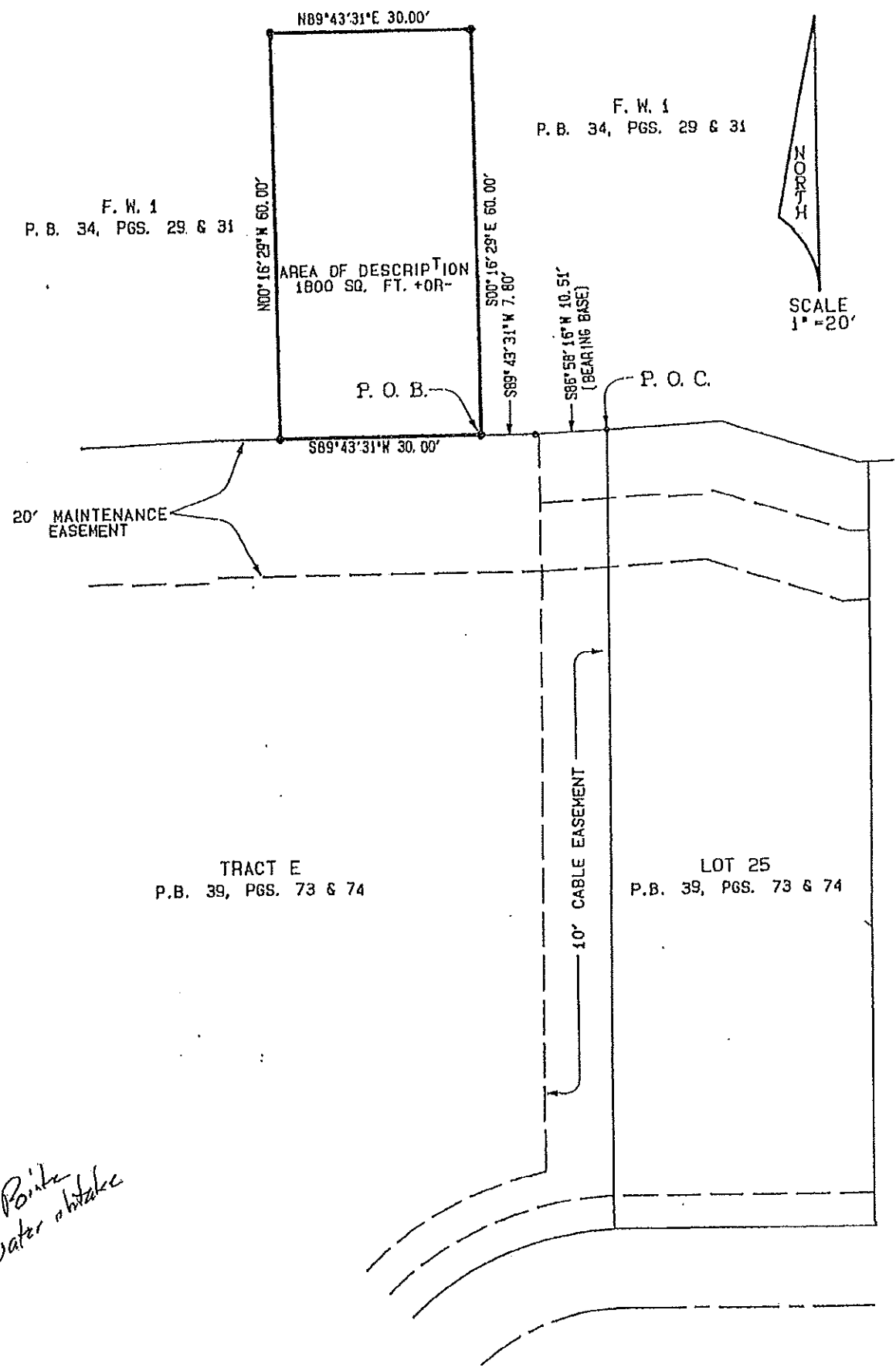
A PORTION OF SUBMERGED LANDS AND ANY UPLANDS LYING WITHIN PARCEL F.W. .1 ACCORDING TO THE PLAT OF JONATHAN'S LANDING PLAT ONE P.U.D., AS RECORDED IN PLAT BOOK 34, PAGES 29 THROUGH 31, PALM BEACH COUNTY, FLORIDA PUBLIC RECORDS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT E, ACCORDING TO THE PLAT OF CAPE POINTE OF JONATHAN'S LANDING P.U.D., AS RECORDED IN PLAT BOOK 39, PAGES 73 AND 74, PALM BEACH COUNTY, FLORIDA PUBLIC RECORDS; SAID CORNER ALSO LYING ON THE COMMON BOUNDARY LINE BETWEEN SAID PARCEL F.W. 1 AND SAID TRACT E; THENCE BEAR SOUTH 86 DEGREES 58 MINUTES 16 SECONDS WEST ALONG SAID COMMON BOUNDARY LINE, AS A BASIS OF BEARINGS, A DISTANCE OF 10.51 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 7.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 43 MINUTES 31 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE DEPARTING THE NORTHERLY BOUNDARY LINE OF SAID TRACT E, BEAR NORTH 00 DEGREES 16 MINUTES 29 SECONDS WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 31 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 29 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1800 SQUARE FEET, MORE OR LESS.

SKETCH OF LEGAL DESCRIPTION FOR
(THIS IS NOT A SURVEY)

CFN 20220076796
BOOK 3332 PAGE 1820
4 OF 4



*Cape Point
water intake*