

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 17th day June 2022 (the "Effective Date"), by and between CLEARWATER CAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, whose address is 3820 Colonial Blvd Ste.#101, Ft Myers, FL 33966 ("Grantor"), to and in favor of GRAND VENEZIA COA, INC., a Florida non-profit corporation, whose address 2704 Via Murano, Clearwater, FL 33764 (the "Grantee").

WITNESSETH:

WHEREAS, Grantor owns certain real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Property");

WHEREAS, Grantee desires to use and maintain a portion of the Property as depicted on the diagram attached hereto as Exhibit "B" and incorporated herein by this reference (the "Gated Property"), and Grantee has requested from Grantor an easement to use the Gated Property, subject to and in accordance with the terms, provisions, covenants and conditions provided herein; and

WHEREAS, Grantor is willing to grant Grantee access to the Gated Property except according to the terms, provisions, covenants and conditions as set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Easement Grantor hereby grants unto Grantee and its residents, guests, employees and agents an, exclusive license (the "Easement") to enter upon the Gated Property to use and maintain the Property, for the period described in Paragraph 2 hereof.

2. Duration The term of this Easement Agreement shall be for 98 years commencing on Nov 1 2022 (the "Commencement Date") , so long as the Grantee is not in default of this Agreement regarding maintenance and upkeep of this easement.

3. Use of Property During the period of the Easement, Grantee may use and maintain the Gated Property. Without limiting the foregoing, Grantee shall not use the Property for: (a) any activities that are not fully covered by the insurance required under Paragraph 5; (b) any use which violates any applicable laws, regulations, or ordinances relating to the Property, including without limitation, local zoning ordinances or regulations, and the rules or regulations of the condominium owner's association of Grantee and rules of the Grantor. Grantee hereby covenants and agrees that it shall keep the Gated Property in a clean, safe and orderly condition throughout the duration of the Easement and shall take immediate action to repair or remedy any unsafe condition that may develop on the Gated Property or become known to Grantee, its agents or employees.

4. Indemnification Grantee hereby agrees to indemnify, exonerate, defend by counsel acceptable to Grantor, and hold harmless Grantor, its affiliated companies, agents, officers, directors, employees, members, partners, and successors and assigns (collectively, "Indemnities") from and against all liabilities, losses, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, paralegal fees, and legal costs and expenses incurred by Indemnities, whether or not judicial proceedings are filed, which may be imposed upon or asserted against or incurred by Indemnities by reason of any of the following occurring:

(a) any failure to properly use, occupy, or restore the Gated Property or any part thereof;

(b) any negligence on the part of Grantee or any of its agents, servants, employees, Grantees or invitees;

(c) any accident, injury, or damage of any nature, whether compensatory, consequential, punitive or otherwise, to any person or property occurring in, on or about the Gated Property or any part thereof during the term of this Easement or during any use or occupation of the Property by or through Grantee; or

(d) any failure on the part of Grantee to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Easement on its part to be performed or complied with.

This indemnification shall survive termination of this Agreement and include all costs incurred by Indemnities in the enforcement of this Agreement. Grantee further agrees that Grantor shall have no responsibility for the loss or theft of, or damage to, Grantee's and any other Indemnitor's personal property brought onto the Gated Property in connection with this Easement.

5. Insurance Grantee, at its sole cost and expense, shall obtain and maintain at all times during the term of this Agreement (and any renewal or extension hereof) policies of insurance issued by carriers acceptable to Grantor which provide comprehensive bodily injury and property damage liability insurance with minimum limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate, jointly and severally, against any and all claims for injuries, including death, to persons and/or damages to property occurring in, upon or about the Gated Property. Grantee shall deliver, within ten (10) days of Grantor's request, a certificate evidencing such insurance coverage with an insurer acceptable to Grantor in its sole and absolute discretion.

6. Maintenance and Repairs Grantee shall keep, repair and maintain in good order, all aspects and components of the Gated Property, to standards in the sole discretion of Grantor. If Grantee shall fail to maintain the Gated Property to Grantor's standards, Grantor shall provide written notice to Grantee of such failure. If Grantee fails to correct the failure within sixty (60) days, Grantor may terminate this Easement Agreement and retake sole possession of the Gated Property.

7. Assignment Grantee shall not assign this Easement to another party.

8. Condition of Property "As Is". Grantor makes absolutely no warranty, whether express or implied, regarding the condition of the Gated Property. Grantee shall satisfy itself regarding all such matters, and hereby accepts the condition of the Gated Property in AS IS condition,

9. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10. Notices Any notices hereunder shall be deemed to be reasonable and proper if sent postage prepaid, by regular mail, to the other party at the address shown herein or any other address provided by such party.

11. Litigation and Attorney's Fees In the event it shall be necessary for either party to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the court.

12. Recording This Agreement shall be recorded in the Pinellas County public records.
13. Entire Agreement This Agreement contains the entire agreement between the parties hereto and may not be modified in any manner other than in writing signed by the parties hereto.
14. Counterparts This instrument may be executed in any number of counterparts which, when as a whole, will be deemed to constitute one complete original of this Agreement.
15. Captions The captions contained herein are for convenience only and shall in no way be deemed to limit, restrict, or otherwise modify the terms of this agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed in manner and form sufficient to bind them as of the day and year first above written.

EXHIBIT A,,

LEGAL DESCRIPTION OF THE PROPERTY

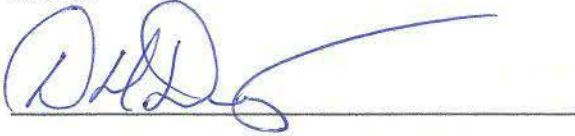
EXHIBIT "B"

LEGAL DESCRIPTION OF THE GATED PROPERTY

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the effective date written above.

CLEARWATER CAY COMMUNITY DEVELOPMENT DISTRICT

ATTEST



Printed Name

Donald Dwyer

TITLE

CHAIRMAN



Printed Name

Coleen Vardon, CMCA

TITLE

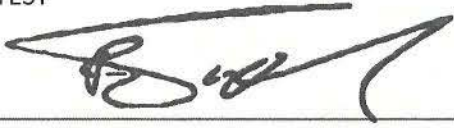
Association Manager

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the effective date written above.

GRAND VENEZIA COA, INC

A Florida non-profit corporation

ATTEST



Printed Name Dan Tsinokas

TITLE President



Printed Name Coleen Verdon, CMCA

TITLE Association Manager