

Prepared by and return to:  
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444 Seabreeze Blvd., Ste. 900  
Daytona Beach, FL 32118

## **DECLARATION AND GRANT OF EASEMENTS**

THIS DECLARATION AND GRANT OF EASEMENTS is made by TUSCANY SQUARE, LLC, a Florida limited liability company ("Declarant").

### **WITNESSETH:**

WHEREAS, Declarant owns certain real property lying and situate in Volusia County, Florida, and legally described on Exhibit A attached hereto and made a part hereof ("Property"), upon which real property Declarant is developing a condominium to be known as Tuscan Square I, a condominium ("Condominium"); and

WHEREAS, Declarant desires to declare and grant certain easements over, across, under and through all and/or certain portions of the Property for the provision of certain services necessary for the development of the Property and to provide a means of emergency access over, across and through the Property as required by local governmental entities;

NOW, THEREFORE, Declarant, for itself and its successors, assigns and designees, hereby states as follows:

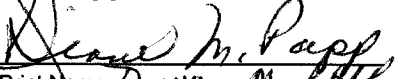
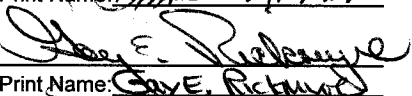
1. Recitals. The foregoing recitals are true and correct and are hereby incorporated by reference.
2. Declaration and Grant of Easements. The following easements are hereby declared and/or granted (as the case may be):
  - a. A perpetual, non-exclusive easement is declared and reserved for the benefit of Declarant and its successors, assigns and designees and is granted and reserved to the appropriate governmental or quasi-governmental entities over, across and through the Property for the purpose of providing ingress and egress for emergency vehicles as may be necessary for the provision of proper emergency services to the Property and the owners, residents and occupants thereof; and
  - b. A perpetual, non-exclusive easement is hereby declared and reserved for the benefit of Declarant and its successors, assigns and designees and is granted to the appropriate governmental or quasi-governmental entities and utility providers over, across, under and through the Property (1) for the purpose of providing utility services (including, but not limited to, water, sewer, sanitary sewer and drainage services) and communications, cable television and security systems to the Property and to permit ingress and egress over such portions of the Property as may be necessary for such purposes, and (2) to permit the installation, construction, maintenance, repair, replacement and reconstruction of all facilities related to such services which are or will be located on the Property and which provide services to the Property.
3. Non-Interference. None of the aforementioned easements shall permanently interfere with the improvements constructed or to be constructed on or directly adjacent to the Property or the use of the Property for residential purposes or for the purposes intended, nor shall such easements encroach upon or hinder the residential use of any condominium units and/or common elements facilities to be constructed on the Property in accordance with any declaration(s) of condominium or other deed restrictions which may be placed upon all or a portion of the Property, as same shall be recorded in the public records of Volusia County, Florida, and as may be amended from time to time.

4. Indemnification. Any users of the easements declared and/or granted hereunder, by virtue of utilizing the easements declared and/or granted hereunder, hereby agree to indemnify, defend and save Declarant and its successors and assigns harmless of and from any and all claims, demands, lawsuits, expenses, attorneys' fees, causes of action, judgments and liabilities which now exist or may hereafter arise with respect to the use of the easements declared hereunder by such user, whether such matters relate to injury to personal property or otherwise, but excluding any claim, demand, loss, expense, attorney's fees, cause of action, judgment or liability arising out of or relating to the negligence or more culpable conduct of Declarant.

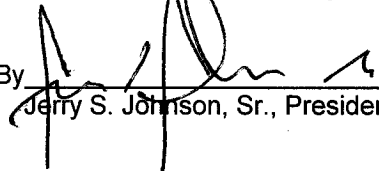
5. Enforcement. In the event any action or proceeding is taken to enforce the provisions of this instrument, the prevailing party shall be entitled to an award of court costs and attorney's fees (which shall include any and all attorney and paralegal fees incurred in the course of trial or appellate litigation or related services by an out-of-court attorney and paralegal associated with or regarding the dispute in question, and any and all such fees incurred in connection with any administrative proceeding associated with or regarding the dispute in question) necessitated by non-compliance with the terms of this instrument.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed and its corporate seal to be hereunto affixed this 25<sup>th</sup> day of September, 2006.

WITNESS

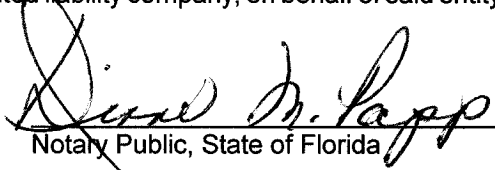
  
Print Name: Diane M. Papp  
  
Print Name: Gay E. Richmond

TUSCANY SQUARE, LLC, a Florida limited liability company  
By Venetian Bay Development, Inc.,  
a Florida corporation, Its Manager

By   
Jerry S. Johnson, Sr., President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2006, by Jerry S. Johnson, Sr., as President and on behalf of Venetian Bay Development, Inc., a Florida corporation, the Manager of Tuscany Square, LLC, a Florida limited liability company, on behalf of said entity. He is personally known to me.

  
Notary Public, State of Florida



Diane M. Papp  
Commission # DD298598  
Expires June 29, 2008  
Bonded Troy Fain - Insurance, Inc.

EXHIBIT "A"

A PART OF SECTIONS 7 AND 18, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ONE-QUARTER OF SECTION 18, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA; RUN THENCE S89°31'31"W ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 1785.07 FEET FOR A POINT OF BEGINNING; THENCE S01°21'29"E, 203.47 FEET; THENCE S88°38'31"W, 68.83 FEET; THENCE N01°21'29"W, 8.60 FEET; THENCE S88°39'47"W, 32.58 FEET; THENCE S01°21'29"E, 7.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 13.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 84°35'53", AN ARC DISTANCE OF 19.39 FEET TO THE POINT OF TANGENCY; THENCE S88°37'51"W, 75.25 FEET; THENCE S01°20'10"E, 32.13 FEET; THENCE S88°49'33"W, 3.30 FEET; THENCE N01°14'28"W, 5.19 FEET; THENCE S88°40'26"W, A DISTANCE OF 41.36 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.02 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 89°56'42", AN ARC DISTANCE OF 78.53 FEET TO THE POINT OF TANGENCY; THENCE N01°21'29"W, 10.05 FEET; THENCE S88°38'31"W, 48.01 FEET; THENCE S01°21'29"E, 7.17 FEET; THENCE S88°38'31"W, 36.67 FEET; THENCE N01°21'29"W, 32.67 FEET; THENCE S88°38'31"W, 16.33 FEET; THENCE N01°21'29"W, 40.04 FEET; THENCE S88°38'31"W, 0.50 FEET; THENCE N01°21'29"W, 12.21 FEET; THENCE S 88°38'31"W, 1.00 FEET; THENCE N01°21'29"W, 0.50 FEET; THENCE S88°38'31"W, 2.50 FEET; THENCE N01°21'29"W, 27.92 FEET; THENCE N88°38'31"E, 1.50 FEET; THENCE N01°21'29"W, 96.58 FEET; THENCE N88°38'31"E, 2.00 FEET; THENCE N01°21'29"W, 12.21 FEET; THENCE N88°38'31"E, 0.50 FEET; THENCE N01°21'29"W, 40.04 FEET; THENCE N88°38'31"E, 23.50 FEET; THENCE N01°21'29"W, 25.50 FEET; THENCE N88°38'31"E, 1.83 FEET; THENCE N01°21'26"W, 26.18 FEET; THENCE N43°46'43"E, A DISTANCE OF 69.88 FEET TO A NONTANGENT POINT ON A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 13.83 FEET, A CHORD BEARING OF N43°38'31"E AND A CHORD LENGTH OF 11.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 47°25'08", AN ARC DISTANCE OF 11.45 FEET; THENCE N43°38'31"E, A DISTANCE OF 29.87 FEET TO A NONTANGENT POINT ON A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 13.83 FEET, A CHORD BEARING OF N43°38'31"E AND A CHORD LENGTH OF 11.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 47°25'08", AN ARC DISTANCE OF 11.45 FEET; THENCE N43°38'31"E, A DISTANCE OF 14.85 FEET; THENCE N46°21'29"W, 0.17 FEET; THENCE N43°38'31"E, 55.03 FEET; THENCE N88°38'26"E, 26.07 FEET; THENCE N01°21'29"W, 1.83 FEET; THENCE N88°38'31"E, 35.33 FEET; THENCE S01°21'29"E, 2.00 FEET; THENCE N88°38'31"E, A DISTANCE OF 14.35 FEET TO A NONTANGENT POINT ON A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 13.83 FEET, A CHORD BEARING OF N88°38'31"E AND A CHORD LENGTH OF 11.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 47°25'08", AN ARC DISTANCE OF 13.83 FEET; THENCE N88°38'31"E, A DISTANCE OF 29.87 FEET TO A NONTANGENT POINT ON A CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 13.83 FEET, A CHORD BEARING OF N88°38'31"E AND A CHORD LENGTH OF 11.13 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 47°25'08", AN ARC DISTANCE OF 13.83 FEET; THENCE N88°38'31"E, A DISTANCE OF 14.19 FEET; THENCE N01°21'29"W, 2.00 FEET; THENCE N88°38'31"E, 27.62 FEET; THENCE S46°21'29"E, 2.59 FEET; THENCE N88°38'31"E, 6.92 FEET; THENCE N43°38'31"E, 3.51 FEET; THENCE S46°21'29"E, 60.66 FEET; THENCE S01°21'29"E, A DISTANCE OF 220.37 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 18 AND THE POINT OF BEGINNING.

THE FOREGOING LANDS LIE WITHIN VENETIAN BAY PHASE 1B, UNIT 1, RECORDED IN PLAT BOOK 52, PAGE 71, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.