

After Recording Return To:

Darryl W. Johnston, Esq.
Johnston Law Group, P.A.
29 S. Brooksville Ave.
Brooksville, FL 34601

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into effective as of the 15 day of JULY, 2026, by and between **MT Driftwood LLC, a Florida limited liability company** ("Grantor"), whose mailing address is 4709 Ohio Avenue, Tampa, FL 33616 and **Hernando County, a political subdivision of the State of Florida** ("Grantee" or "County"), whose address is 15470 Flight Path Drive, Brooksville, FL 34604.

RECITALS:

WHEREAS, Grantor is the owner of the parcel located in Bayport identified as Parcel ID No. R30 422 17 0000 0030 0013 and the Easement Parcel Area, which is more particularly described as the north 10 feet of the north 60 feet of Grantor's parcel as described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, County desires a perpetual easement over the Easement Area for ingress, egress, utilities and drainage.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **DEFINITIONS.**

For purposes of this Agreement, the following terms shall have the following meaning:

- (a) "Easement Area" shall mean the parcel identified in Exhibit A owned by Grantor.
- (b) "Effective Date" shall mean the date first set forth above.
- (c) "Governmental Authority" or "Governmental Authorities" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter.
- (d) "Governmental Requirements" shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, all as now existing or hereafter enacted or amended, of any Governmental Authorities.
- (e) "Grantor" shall mean MT Driftwood, LLC, a Florida limited liability company.
- (f) "Grantor Parcel" shall mean that certain real property more particularly described in O.R. Book 4521, Page 483, public records of Hernando County having Parcel ID No. R30 422 17 0000 0030 0013.
- (g) "Parcel Easement Area" shall mean that certain real property which is more particularly described on Exhibit A attached hereto and incorporated herein by reference.
- (h) "Hazardous Materials" shall include, but is not limited to, any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos,

polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by any local, state or federal law, ordinance, rule or regulation pertaining to environmental regulation, contamination or clean-up, and any regulations promulgated pursuant to said laws, all as now existing or hereafter enacted or amended.

(i) "Occupant" or "Occupants" shall mean any Person from time to time entitled to the use and occupancy of any portion of the Property under an ownership right or under any lease, sublease, license, concession or other similar agreement.

(j) "Party" or "Parties" shall mean each signatory hereto and their respective grantees, successors and assigns during the period of such Person's fee simple ownership of any portion of the Property but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(k) "Person" or "Persons" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of entity or any Governmental Authority.

2. **ACCESS, UTILITY AND DRAINAGE EASEMENT.**

Grantor hereby grants unto County, a perpetual, non-exclusive easement on, over and across the Parcel Easement Area for vehicular and pedestrian access, ingress and egress, utilities and drainage. Grantor reserves the right to grant additional easements, licenses and rights of use from time to time on, over and across the Easement Area to such other Persons, for such purposes and upon such terms as such Party may elect in its sole discretion, provided that such additional easements, licenses and rights of use and their purposes may not be inconsistent with or in conflict with or inhibitory of the purposes of this Agreement. Grantor also reserves the right to use the Parcel Easement Area provided it does not interfere with Grantee's purposes as provided herein.

3. **GENERAL PROVISIONS.**

(a) **No Interference.** The exercise of the easements, licenses or other rights granted hereunder shall not unreasonably interfere with the use, occupancy, operation or enjoyment of Grantor's Parcel, subject to the easement granted herein.

(b) **No Barriers.** The Parties agree that no fence, barricade or other barrier which would prevent, impair or obstruct the passage of pedestrian or vehicular travel pursuant to the easement, shall be erected or permitted within or across the Easement Area. Provided, however, the foregoing sentence shall not prohibit the installation of fences and/or gates by Grantor provided such installations do not interfere with Grantee's purpose as provided herein. Such installations shall be removed by Grantor within thirty (30) days of written request by Grantee.

(c) **Maintenance of Easement Areas.** County shall be solely responsible for maintenance of the Parcel Easement Area. Grantor is not prohibited from maintaining the Parcel Easement Area.

4. **HAZARDOUS MATERIALS.**

Each Party agrees for itself not to bring upon the Parcel Easement Area, and not to use Grantor's Parcel for the release, discharge or disposal of, any Hazardous Materials. Each Party (an "Indemnifying Party") agrees to indemnify the other Party and hold the other Party harmless from and against any loss, liability, damage, cost, expense or penalty of any nature whatsoever, including without limitation, reasonable attorney's fees on appeal or otherwise, and including all costs relating to environmental testing and/or remediation, incurred by the other Party as a result of any breach of the preceding agreement on the part of the Indemnifying Party.

5. **NOTICES.**

Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any Party hereto shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or by registered or certified U.S. Mail, postage prepaid, return receipt requested, addressed to such Party at the following address:

If to Grantor: **MT Driftwood LLC**
ATTN: Milo Talokonnikoff
4709 Ohio Ave.
Tampa, FL 33616

If to County: **Hernando County**
15470 Flight Path Drive
Brooksville, FL 34604

or to such other address as any Party may direct for itself from time to time by written notice forwarded in accordance herewith.

6. **MISCELLANEOUS PROVISIONS**

(a) **Enforcement.** This Agreement may be enforced by any court of law or equity in any manner provided by law or in this Agreement, including without limitation any action for specific performance or damages.

(b) **Burdens and Benefits which Run with the Land.** The easements, licenses, rights, restrictions, and obligations granted or provided for hereunder shall create benefits and servitudes appurtenant to and running with title to the Grantor Parcel and shall bind and inure to the benefit of the Parties hereto and their respective Permittees, legal representatives, successors and assigns.

(c) **Interpretation.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof. Wherever used herein, the use of any form of verb shall be deemed to include the singular and plural forms, and the use of any pronoun shall be deemed to include the masculine, feminine and neuter forms, and the singular and plural forms, as appropriate in the context. Each exhibit attached to this Agreement is and shall be construed to be made a part of this Agreement by reference or other mention thereto at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(d) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof.

(e) **Term; Amendments.** This Agreement shall not be modified or amended in any respect except by a writing executed and delivered by the Parties. This Agreement and the easements, licenses and other rights granted hereunder shall continue until expressly terminated by written agreement of the Parties.

(f) **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action brought in connection with this Agreement shall lie exclusively in a court of proper jurisdiction in Hernando County, Florida. To the extent allowed by law, the Parties hereby waive and release their right to trial by jury in any claim, action or proceeding arising out of or in any way connected with this Agreement.

(g) Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(h) Non-Waiver. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

(i) Intent. This Agreement does not in any way grant or convey any portion of the Grantor Parcel.

(j) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

GRANTOR

Signed in the presence of:

MT DRIFTWOOD LLC, a Florida limited liability company

Witness:

Printed Name: Misha Talokonnikoff
Address: 4709 Ohio Ave
Tampa FL 33616

By:

Milo S. Talokonnikoff, as Manager

Witness:

Printed Name: Darryl W. Johnston
Address: 29 S. Braxsville Ave
Braxsville FL 34601

STATE OF FLORIDA

COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15 day of July, 2026, by Milo S. Talokonnikoff, as Manager of MT Driftwood, LLC. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public

Print Name: _____

My Commission Expires: _____



Signed in the presence of:

GRANTEE
HERNANDO COUNTY

Witness: _____

Printed Name: _____

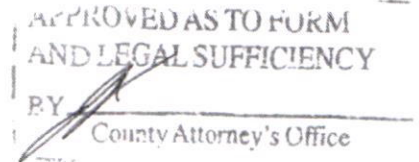
Address: _____

Witness: _____

Printed Name: _____

Address: _____

By: _____
Jerry Campbell, Chairman of Hernando
County Board of County Commissioners



STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization on this _____ day of _____, 2026, by Jerry Campbell, as Chairman of the Hernando County Board of County Commissioners. He is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT A

PARCEL EASEMENT AREA

The North 10 feet of the North 60 feet of the following described parcel:

A portion of Section 30, Township 22 South, Range 17 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 30 for a POINT OF REFERENCE, thence along the North boundary of the Northwest 1/4 of said Section 30, South 89°51'18" East, a distance of 1251.02 feet for a POINT OF BEGINNING; thence continue along the North boundary of the Northwest 1/4 of said Section 30, South 89°51'18" East, a distance of 344.98 feet; thence South 00°08'42" West, a distance of 970.00 feet; thence North 89°51'18" West, a distance of 627.45 feet; thence North 36°00'00" West, a distance of 100.00 feet; thence North 27°59'43" East, a distance of 730.91 feet; thence North 00°08'42" East, a distance of 243.00 feet to the POINT OF BEGINNING.

LESS any existing public road right-of-way.

Parcel ID No.: R30 422 17 0000 0030 0013

Key No.: 1425354