

Prepared by and return to:
Dean W. Birch, Esquire
Gatlin & Birch, P.A.
12633 Bassbrook Ln
Tampa, Florida 33626

Property Appraiser Parcel Key Numbers:
1428510; 1583245; and 1538367

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 17th day of July, 2024, by and between:

William Cada and Bailey Cada, husband and wife (hereinafter jointly and severally referred to herein as "Grantor"), as the owners of the real property described in "**Exhibit A**", which is attached hereto and incorporated herein by reference, whose Post Office address is 12367 Filbert Rd, Brooksville, FL 34614; and

William Cada and Bailey Cada, husband and wife (hereinafter jointly and severally referred to herein as "Grantee"), as the owners of the real property described in "**Exhibit B**", which is attached hereto and incorporated herein by reference, whose address is 12367 Filbert Rd, Brooksville, FL 34614.

WITNESSETH:

WHEREAS, Grantor is/are the sole fee simple owner(s) of certain real property legally described in "**Exhibit A**", which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "**Parcel A**");

WHEREAS, Grantee is/are the sole fee simple owner(s) of certain real property legally described in "**Exhibit B**", which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "**Parcel B**"), which abuts, and is contiguous to, a portion of Parcel A;

WHEREAS, Parcel A includes certain real property over which Grantor desires to convey and grant Grantee, and Grantee desires to accept, certain perpetual and appurtenant easements, which easement area is legally described in "**Exhibit C**" which is attached hereto and incorporated herein by reference (hereinafter sometimes referred to as the "**Easement Property**"); and

WHEREAS, Parcel B abuts, and is contiguous to, the Easement Property.

NOW, THEREFORE, for and in consideration of \$10.00, the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by all parties hereto, and pursuant to F.S. Section 704.09, the parties hereto hereby covenant, agree and acknowledge as follows:

1. **Recitals**. That the recitals set forth above are true and correct, and are incorporated herein by reference.

2. Grant and Creation of Access and Utilities Easement. Subject to the other terms and conditions of this Agreement, Grantor hereby irrevocably gives, grants, bargains, sells, imposes, creates and conveys to and for the benefit and use of Grantee, and for the benefit and use of (and appurtenant to) Parcel B, the following perpetual, appurtenant and non-exclusive easements on, over, under, above, through and across the entire length, width and breadth of the Easement Property for the following uses and purposes:

(a) Access Easement. An access easement for the uses and purposes of pedestrian and vehicular ingress-egress and access to, from and between Parcel B and a public right-of-way to the South of Parcel A known as "Filbert Rd".

In addition, and subject to the other terms and conditions of this Agreement, such easement may also be used by all invitees of Grantee, including, but not limited to, public and private utility vehicles, emergency vehicles, repair vehicles, construction vehicles, delivery vehicles and/or any other invitees of Grantee, although such right is not intended to, and shall not, create a separate private or public easement in those invitees, who shall only use the Easement Property to the extent expressly allowed by, or expressly consented to by, Grantee.

In addition, there is herein granted to Grantee an ingress-egress and access easement over and across the Easement Property for the use, repair and/or improvement of any of the other easements in this Agreement, and in connection with any construction on, or improvements on or to, the Easement Property; and

(b) Utilities Easement. A utilities easement for the uses and purposes of installing, constructing, operating, maintaining, repairing and replacing utilities on the Easement Property, and to and from Parcel B, and for the use and benefit of Parcel B.

The Grantor and Grantee also hereby declare that Parcel A and Parcel B shall be held, transferred, sold, used, developed, encumbered, improved, repaired, maintained, conveyed and occupied subject to the perpetual, appurtenant and non-exclusive easements set forth herein above, and that those easements, and the other terms and provisions of this Agreement, shall run with Parcel A and Parcel B, and shall be binding upon, and shall insure to the use and benefit of, any and all persons and entities now and/or hereafter having any right, title and/or interest in or to Parcel A and/or Parcel B, and their respective heirs, successors, assigns, representatives, licensees, tenants, and invitees.

3. Scope of Easements; Permitted Uses; Run with the Land; and Improvements. The easements granted in this Agreement are irrevocable, perpetual and non-exclusive, are not licenses, and shall run with, be appurtenant to and benefit Parcel B, and the assignees, transferees and grantees of all or any part of Parcel B, and the burden of said easements, and the burden of all of the terms and conditions of this Agreement, shall run with and be binding upon the Easement Property and all present and future owners of any right, title and/or interest in or to the Easement Property.

The easements granted in this Agreement, and all of the terms and conditions in this Agreement, shall run with the land regardless whether specifically mentioned in any subsequent deed or conveyance of all or a part of the Easement Property, and shall be binding upon all persons subsequently acquiring all or any part of the Easement Property.

Use of the easements granted in this Agreement are for any and all existing (and future) use and development of Parcel B (and any part thereof), and there are no restrictions on Grantee's use of Parcel B nor on the use of the Easement Property (except as expressly set forth in this Agreement, if at all). As such, use of the easements granted in this Agreement is/are not confined to the current use being made of Parcel B, the current level of use of the Easement Property, the present buildings and/or improvements on Parcel B (if any), nor any present means of transportation.

Grantee's use of the easements granted herein, and Grantee's use of the Easement Property, is subject to any other easement on the Easement Property (or any part thereof), if any. As such, Grantee shall conduct the necessary due diligence and inquiry before making any use(s) of the easement granted herein, so as not to unreasonably interfere with any existing easement(s) and/or easement use(s) already located on, under, over, across and/or above the Easement Property.

4. Successors, Assigns, Invitees, etc. This Agreement (including any and all terms hereof), and the easements created pursuant to this Agreement, is/are binding upon, and enforceable against, Grantor and Grantor's successors in title, assigns, trustees, beneficiaries, transferees and grantees. This Agreement, and the easements created pursuant to this Agreement, and the right to use and enjoy such easements, shall also inure to the benefit of Grantee's successors in title, assigns, grantees, transferees and invitees.

Notwithstanding the foregoing, the use of the easements set forth in this Agreement, by any employees, officers, members, guests, tenants, subtenants, licensees, customers and/or invitees of Grantee, shall be derived solely from the rights of Grantee, and no independent easement rights are created by this Agreement as to any such employees, officers, members, guests, tenants, subtenants, licensees, customers and invitees, and their use of such easements, and the Easement Property, shall be solely with the express permission or express consent of the Grantee, which permission or consent may be withdrawn or revoked at any time by the Grantee or Grantee's successors in title, assigns, trustees, beneficiaries, transferees and grantees.

5. Taxes. Grantor shall promptly and timely pay any and all real property taxes and assessments on Parcel A, including the Easement Property.

6. No Dedication For Public Use. Notwithstanding anything in this Agreement to the contrary, none of the easements set forth in this Agreement are intended for public use. As such, nothing contained in this Agreement shall be deemed to be a dedication of any easement or the Easement Property for public use, and all rights and easements herein created are private and do not constitute a grant for public use. No public dedication of any such easement area shall be made without the prior written consent of Grantee, or their legal representatives, successors or assigns, duly executed and recorded in the public records of the county in which the Easement Property is located.

7. Division or Separation of Parcel B; Change In Use. The easements and easement rights set forth in this Agreement shall continue in full force and effect in the event Parcel B is, on any one or more occasions, separated, divided or subdivided into one or more parcels, and in the event of any change(s) in the use of Parcel B.

8. Grantor's Cooperation. Grantor hereby covenants and agrees to promptly execute, when requested by Grantee, any and all consents, applications and/or waivers required and/or requested by any governmental entity which are needed in order to allow Grantee to use and/or improve the Easement Property for any of the easements or easement rights or uses granted pursuant to this Agreement.

9. Effective Date; Amendment and Termination; No Abandonment. This Agreement, and the easements created and imposed by this Agreement, shall be effective upon the date of this Agreement, and further upon the date any additional or after acquired title to the Easement Property is vested in, or obtained by, Grantor and/or its successors in title or assigns.

The parties hereto agree that this Agreement, and the easements granted herein, may only be amended or terminated by a witnessed and notarized writing, signed by all of the then current owners of Parcel B and by all of the then current owners of Parcel A, and specifically providing for the

amendment or termination of this Agreement, and also signed by any holders of any recorded mortgage(s) on the Easement Property, which writing shall not be effective unless and until it is fully executed and recorded in the Official Records of the county in which the Easement Property is located.

The parties hereto also covenant and agree that non-use of any easement(s) granted in this Agreement shall not constitute an abandonment or waiver of any such easement, nor serve to terminate this Agreement or any easement(s) granted herein.

10. Waiver of Trial by Jury. To the maximum extent permitted by Law, the parties agree to, and do hereby, waive all rights, if any, to trial by jury in any action, proceeding, cross-claim or counterclaim on any matter whatsoever arising out of, or in any way connected with or related to, this Agreement.

11. Attorneys Fees and Costs. In the event of a dispute arising under this Agreement, and/or arising out of the construction or enforcement of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party.

12. Compliance With Law. The easements and rights set forth in this Agreement are subject to all existing limitations, covenants, easements and restrictions of record, if any, and subject to any and all applicable Laws, easements, approvals, and/or permit requirements; however, this reference to limitations, covenants, easements and restrictions of record, if any, shall not operate to reimpose same to the extent any of the foregoing were previously terminated, became void or unenforceable and/or expired.

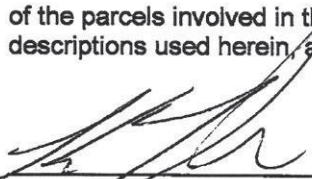
13. Definition of Law and Laws. The terms "Law" or "Laws", as used in this Agreement, shall mean and include any and all applicable present and/or future local, state and/or federal law(s), statute(s), common law, rule(s), regulation(s), code(s), order(s), requirement(s), permit(s) and/or ordinance(s).

14. Subdivision Resolution. This Agreement is also being granted and created by Grantor to Grantee pursuant to, and in compliance with, the access and utilities easement requirement in that certain Hernando County Board of County Commissioners Resolution No. 2024-042, which was recorded on or about February 29, 2024, at Official Records Book 4397, Page 150, of the Public Records of Hernando County, Florida. Grantor and Grantee agree not to terminate this Agreement, nor render the easement(s) set forth herein terminated, void and/or unusable, unless and until Parcel B shall first have one or more other easements which satisfy the requirements of that resolution.

15. Miscellaneous. This Agreement shall be recorded in the Official Records of the county in which the Easement Property is located. This Agreement may not be changed or terminated orally, nor by any course of conduct or non-use. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Agreement. Failure of any party hereto in any one or more instances to insist on the performance of any of the terms of this Agreement, or to exercise any right or privilege conferred herein, or the waiver of any breach of any terms of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in force as if no such waiver or failure had occurred.

16. No Title Search and No Survey. This Agreement is based solely on facts and documentation provided by the parties hereto, and pursuant to the agreement of the parties to this Agreement, the preparer has not obtained nor reviewed any title search, has not examined title to any

of the parcels involved in this Agreement, has not reviewed any survey, has not verified the legal descriptions used herein, and has not verified location of the easements set forth herein.



Witness #1 as to both Grantors

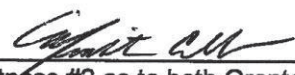
GRANTOR:


William Cada

Kristopher Tyler
Printed Name

4176 Mariner Blvd
Address

Spring Hill FL 34608
Address



Witness #2 as to both Grantors



Bailey Cada

Mercedita Caballer
Printed Name

4176 Mariner Blvd.
Address

Spring Hill, FL 34609
Address



Witness #1 as to both Grantees

GRANTEE:


William Cada

Kristopher Tyler
Witness Printed Name

4176 Mariner Blvd
Address

Spring Hill FL 34608
Address

[Signature]
Witness #2 as to both Grantees

[Signature]
Bailey Cada

Mercedita Caballer
Witness Printed Name

4176 Mariner Blvd.
Address

Spring Hill, FL 34609
Address

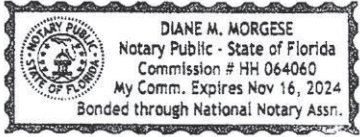
STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of July, 2024, by **William Cada**, and who (Check One Please) is personally known to me; or Has produced FL DL as identification.

NOTARY PUBLIC:

(Seal)

Sign: [Signature]
Print: Diane M. Morgese
Title: Notary Public-State of Florida



STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of July, 2024, by **Bailey Cada**, and who

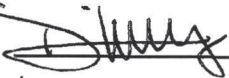
For Bailey Cada .

(Check One Please) Is personally known to me; or Has produced
FL DL as identification.

Doc: Easement Agreement dated 7/17/2024
Parcel Key#s 1428510; 1583245;
1538367.

NOTARY PUBLIC:

(Seal)

Sign: 

Print: Diane M. Morgese

Title: Notary Public-State of Florida

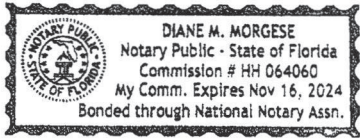


EXHIBIT "A"

(Parcel A Legal Description - Approximately 20.8 acres MOL)

A Portion of the West 1/2 of the Southwest 1/4 of Section 33, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 33, thence North 00°15'49" West along the West boundary of said Southwest 1/4, a distance of 334.00 feet to the POINT OF BEGINNING; thence continue North 00°15'49" West, a distance of 334.00 feet ; thence North 90°00'00" East, a distance of 1305.31 feet; to a point on the East Boundary line of the West 1/2 of the Southwest 1/4 of said Section 33; thence along said East boundary South 00°17'03" East, a distance of 334.00 feet, thence North 90°00'00" West, a distance of 1305.42 feet to the Point of Beginning.

and

A Portion of the West 1/2 of the Southwest 1/4 of Section 33, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows :

Beginning at the Southwest corner of said Section 33, thence North 00°15'49" West along the West boundary of said Southwest 1/4, a distance of 334.00 feet; thence North 90°00'00" East, a distance of 1305.42 feet; to a point on the East Boundary line of the West 1/2 of the Southwest 1/4 of said Section 33; thence along said East boundary South 00°17'03" East, a distance of 334.00 feet to the Southeast corner of said West 1/2 of the Southwest 1/4; thence North 90°00'00" West, a distance of 1305.54 feet to the Point of Beginning.

The above parcels are generally referred to as Property Appraiser Parcel Key Numbers 1428510 and 1583245.

EXHIBIT "B"

(Parcel B Legal Description - Approximately 7.5 acres MOL)

A Portion of the West 1/2 of the Southwest 1/4 of Section 33, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 33, thence North 00°15'49" West along West boundary of said Southwest 1/4 a distance of 668.00 feet to a Point of Beginning; thence continue North 00°15'49" West, a distance of 334.00 feet; thence North 90°00'00" East, a distance of 1305.19 feet to a point on the East boundary line of the West 1/2 of the Southwest 1/4 of said Section 33; thence along said East boundary South 00°17'03" East, a distance of 334.00 feet; thence North 90°00'00" West, a distance of 1305.31 feet to the Point of Beginning. Less the West 326.00 feet.

Generally referred to as Property Appraiser Parcel Key Number 1538367.

EXHIBIT "C"
(Easement Property Legal Description)

The "Easement Property" is legally described as follows:

The East fifteen feet (15') of Parcel A (as legally described in Exhibit "A", which is attached to this Agreement);

and

The South fifteen feet (15'), of the East one-hundred and thirty feet (130'), of Parcel A (as legally described in Exhibit "A", which is attached to this Agreement).

The intent of the foregoing legal description is to provide Parcel B with access and utilities easements from Parcel B, over Parcel A, to Filbert Rd.

Sketch (not to scale):

