

Re :8454 Eureka Dr

We are officially requesting an appeal to the denial of our class D subdivision. We want to sell our back five acres to our neighbor. The neighbor that would be purchasing the back five , his property butts up to it. We would agree to provide easement to the back five acres by 25 ft of that corner. Please consider this proposal.

Also , we request the relief of ordinance 263 Ordinance Regulation to provide access to an easement because we have legal access to all easements.

Thank You

Theodore and Christine Sauto

*Theodore J. Sauto
Christine Sauto*

Prepared by and return to upon recording:

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

SPACE ABOVE RESERVED FOR CLERK

INGRESS-EGRESS AND UTILITIES EASEMENT AGREEMENT

This **INGRESS-EGRESS AND UTILITIES EASEMENT AGREEMENT** (the "Agreement") is made and entered into this 21st day of October 2022, by and between Robert Steven Wisenbaker and Linda M. Wisenbaker, husband and wife ("Grantor") and Theodore J. Sauto and Christine Sauto, husband and wife ("Grantee"), the foregoing being sometimes individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS:

A. Grantor is the owner of that certain parcel or tract of real property located in Brooksville, Hernando County, Florida, the same being more particularly described as the North ½ of the South ½ of the Northeast ¼ of the Southeast ¼ of Section 19, Township 22 South, Range 19 East, Hernando County, Florida ("Parcel A").

B. Grantee is the owner of that certain parcel or tract of real property located in Brooksville, Hernando County, Florida, the same being more particularly described as the North ½ of the South ½ of the Northeast ¼ of the Southeast ¼ of Section 19, Township 22 South, Range 19 East, Hernando County, Florida ("Parcel B").

C. Grantor has agreed to create and establish certain perpetual, non-exclusive easements for ingress, egress and utilities (collectively the "Easements") over, across and upon the West 10 feet of North ½ of the South ½ of the Northeast ¼ of the Southeast ¼ of Section 19, Township 22 South, Range 19 East, Hernando County, Florida ("Easement Area").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, it is agreed by and between the parties as follows:

AGREEMENTS:

1. **Integration of Recitals.** The Parties hereto acknowledge and agree that the foregoing recitals are true, accurate and correct and constitute matters agreed to herein.
2. **Grant of Ingress/Egress Easement.** Grantor, for themselves and their successors and assigns, as owner of Parcel A ("Parcel A Owner"), hereby give and grant to Grantee, and their respective successors

and assigns (collectively the "Parcel B Owner"), for the benefit of Parcel B and Parcel B Owners do hereby establish, grant and create a nonexclusive and perpetual easement, right, license and privilege of ingress, egress, passage and use, for vehicular and pedestrian to and from adjacent portions of Parcel B, over, across and upon the West 10 feet of Parcel A.

3. **Grant of Utility Easement.** Grantor, for itself and any successor Parcel A Owner, hereby gives and grants to Parcel B Owner for the benefit of the Parcel B Owner and Parcel B, a nonexclusive and perpetual easement, license, privilege, and right of ingress and egress for construction and maintenance of underground utility lines, under, across and through the Easement Area for the purpose of effecting the installation and maintenance, at Parcel B Owner's sole expense, of such utility facilities serving Parcel B.

4. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

5. **Miscellaneous Provisions.**

(a) **Successors and Assigns.** The terms, covenants, restrictions, easements, rights and benefits herein contained shall bind and inure to the benefit of the parties named herein and their respective heirs, representatives, successors and assigns, and the enumerations and definitions of any party to this instrument shall be construed to include the heirs, representatives, successors and assigns of such party.

(b) **Running Covenants.** The easements, restrictions, benefits and obligations hereunder shall run with the land and be perpetual.

(c) **Default.** In the event of a breach, or attempted or threatened breach, of any other terms, covenants or conditions hereof, the non-breaching party shall be entitled forthwith to full and adequate relief by injunction, specific performance, damages and all other such available legal and equitable remedies pursued or proceedings instituted as a result of such breach. All costs and expenses of any such suit or proceedings (including reasonable attorney's fees) shall be assessed against the non-prevailing party, including interest at the maximum legal rate for any money advanced by the prevailing party to remedy the default of the other party. The remedies specified herein shall be cumulative as to each and to all other remedies permitted by law or in equity.

(d) **Self-Help; Lien Rights.** In addition to all other remedies available at law or in equity, upon the failure of the Parcel A Owner or the Parcel B Owner (each being an "Owner") to cure a breach of this Agreement within thirty (30) days following written notice thereof by the other Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof, plus interest at the rate of 7% per annum. Notwithstanding the foregoing, in the event of (i) an emergency or (ii) the unauthorized blockage or material impairment of the easement rights, the affected Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the rate of 7% per annum. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective

upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Hernando County, Florida; provided, however, any such Assessment Lien shall be subject and subordinate to all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien.

(e) Entire Agreement. This Agreement constitutes the sole and entire agreement of all parties hereto pertaining to its subject matter, and supersedes all prior contemporaneous oral or written agreements, undertakings or understandings or the parties hereto in connection with the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto unless it is executed by all of the parties hereto. No representations, warranties or covenants not included in this Agreement shall be binding upon the parties hereto.

(f) Notice. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other Owner. The notice addresses of the Parcel A Owner, the Parcel B Owner are as follows:

Parcel A Owner:

Attn: Robert Steven Wisenbaker
and Linda M. Wisenbaker
8528 Eureka Drive
Brooksville, FL 34601

Parcel B Owner:

Attn: Theodore J. Sauto and Christine Sauto
20 Natelle Drive
Brooksville, FL 34601

(g) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall lie in the appropriate court having jurisdiction in Hernando County, Florida.

(h) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(i) Modifications. Except as expressly provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by the consent of each of the parties hereto, or their respective successors or assigns, and then only by written instrument duly executed and acknowledged by all of said Parcel A Owners and Parcel B Owners, and recorded in the public records of Hernando County, Florida.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE
REMAINDER OF PAGE INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:

David Eppley
Name: DAVID EPPLEY

Walker Fintley
Name: Walker Fintley

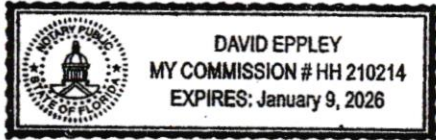
Robert S. Wisenbaker
Robert Steven Wisenbaker

Linda M. Wisenbaker
Linda M. Wisenbaker

STATE OF FLORIDA
COUNTY OF HERNANDO

Executed and acknowledged before me by physical presence or online this 21ST day of October 2022, by means of physical presence or online notarization, by Robert Steven Wisenbaker and Linda M. Wisenbaker, who are personally known to me; or produced DRIVERS LICENSE as identification.

(seal)



David Eppley
Notary Public
State of Florida

Witnesses:

David Eppley
Name: DAVID EPPLEY

Walker Fintley
Name: Walker Fintley

Theodore J. Sauto
Theodore J. Sauto

Christine Sauto
Christine Sauto

STATE OF FLORIDA
COUNTY OF HERNANDO

Executed and acknowledged before me by physical presence or online this 21ST day of October 2022, by means of physical presence or online notarization, by Theodore J. Sauto and Christine Sauto, who are personally known to me; or produced DRIVERS LICENSE as identification.

(seal)



David Eppley
Notary Public
State of Florida

Re : Easement to property on Eureka Drive

Christine Sauto <sauto1972@gmail.com>
To: <sauto1972@gmail.com>

Mon, Aug 29, 9:35 AM

August 29, 2022

To whom this may concern,

I, Glenda L Whitman, give permission for access to property on Eureka Drive through existing easement already provided.

Parcel ID #

Thank You,
Ms. Glenda Whitman

Sent from my iPad



Prepared by and return to upon recording:

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

SPACE ABOVE RESERVED FOR CLERK

INGRESS-EGRESS AND UTILITIES EASEMENT AGREEMENT

This **INGRESS-EGRESS AND UTILITIES EASEMENT AGREEMENT** (the "Agreement") is made and entered into this 21st day of October 2022, by and between Glenda L. Whitman, a single person ("Grantor") and Theodore J. Sauto and Christine Sauto, husband and wife ("Grantee"), the foregoing being sometimes individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS:

A. Grantor is the owner of that certain parcel or tract of real property located in Brooksville, Hernando County, Florida, the same being more particularly described as the North ½ of the West ½ of the Southeast ¼ of the Southeast ¼ of Section 19, Township 22 South, Range 19 East, Hernando County, Florida ("Parcel A").

B. Grantee is the owner of that certain parcel or tract of real property located in Brooksville, Hernando County, Florida, the same being more particularly described as the South ½ of the South ½ of the Northeast ¼ of the Southeast ¼ of Section 19, Township 22 South, Range 19 East, Hernando County, Florida ("Parcel B").

C. Grantor has agreed to create and establish certain perpetual, non-exclusive easements for ingress, egress and utilities (collectively the "Easements") over, across and upon the North 25 feet of the North ½ of the West ½ of the Southeast ¼ of the Southeast ¼ of Section 19, Township 22 South, Range 19 East, Hernando County, Florida ("Easement Area").

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, it is agreed by and between the parties as follows:

AGREEMENTS:

1. **Integration of Recitals.** The Parties hereto acknowledge and agree that the foregoing recitals are true, accurate and correct and constitute matters agreed to herein.
2. **Grant of Ingress/Egress Easement.** Grantor, for themselves and their successors and assigns, as owner of Parcel A ("Parcel A Owner"), hereby give and grant to Grantee, and their respective successors and assigns (collectively the "Parcel B Owner"), for the benefit of Parcel B and Parcel B Owners do hereby

establish, grant and create a nonexclusive and perpetual easement, right, license and privilege of ingress, egress, passage and use, for vehicular and pedestrian to and from adjacent portions of Parcel B, over, across and upon the North 25 feet of Parcel A.

3. **Grant of Utility Easement.** Grantor, for itself and any successor Parcel A Owner, hereby gives and grants to Parcel B Owner for the benefit of the Parcel B Owner and Parcel B, a nonexclusive and perpetual easement, license, privilege, and right of ingress and egress for construction and maintenance of underground utility lines, under, across and through the Easement Area for the purpose of effecting the installation and maintenance, at Parcel B Owner's sole expense, of such utility facilities serving Parcel B.

4. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except those expressly set forth in this Agreement, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

5. **Miscellaneous Provisions.**

(a) **Successors and Assigns.** The terms, covenants, restrictions, easements, rights and benefits herein contained shall bind and inure to the benefit of the parties named herein and their respective heirs, representatives, successors and assigns, and the enumerations and definitions of any party to this instrument shall be construed to include the heirs, representatives, successors and assigns of such party.

(b) **Running Covenants.** The easements, restrictions, benefits and obligations hereunder shall run with the land and be perpetual.

(c) **Default.** In the event of a breach, or attempted or threatened breach, of any other terms, covenants or conditions hereof, the non-breaching party shall be entitled forthwith to full and adequate relief by injunction, specific performance, damages and all other such available legal and equitable remedies pursued or proceedings instituted as a result of such breach. All costs and expenses of any such suit or proceedings (including reasonable attorney's fees) shall be assessed against the non-prevailing party, including interest at the maximum legal rate for any money advanced by the prevailing party to remedy the default of the other party. The remedies specified herein shall be cumulative as to each and to all other remedies permitted by law or in equity.

(d) **Self-Help; Lien Rights.** In addition to all other remedies available at law or in equity, upon the failure of the Parcel A Owner or the Parcel B Owner (each being an "Owner") to cure a breach of this Agreement within thirty (30) days following written notice thereof by the other Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof, plus interest at the rate of 7% per annum. Notwithstanding the foregoing, in the event of (i) an emergency or (ii) the unauthorized blockage or material impairment of the easement rights, the affected Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the rate of 7% per annum. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Hernando

County, Florida; provided, however, any such Assessment Lien shall be subject and subordinate to all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien.

(e) Entire Agreement. This Agreement constitutes the sole and entire agreement of all parties hereto pertaining to its subject matter, and supersedes all prior contemporaneous oral or written agreements, undertakings or understandings or the parties hereto in connection with the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto unless it is executed by all of the parties hereto. No representations, warranties or covenants not included in this Agreement shall be binding upon the parties hereto.

(f) Notice. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Owner may change from time to time their respective address for notice hereunder by like notice to the other Owner. The notice addresses of the Parcel A Owner, the Parcel B Owner are as follows:

Parcel A Owner:

Attn: Glenda L. Whitman
8411 Eureka Drive
Brooksville, Fl 34601

Parcel B Owner:

Attn: Theodore J. Sauto and Christine Sauto
20 Natelle Drive
Brooksville, FL 34601

(g) Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall lie in the appropriate court having jurisdiction in Hernando County, Florida.

(h) Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the real property described herein to the general public or for general public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

(i) Modifications. Except as expressly provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by the consent of each of the parties hereto, or their respective successors or assigns, and then only by written instrument duly executed and acknowledged by all of said Parcel A Owners and Parcel B Owners, and recorded in the public records of Hernando County, Florida.

**SIGNATURE PAGE IMMEDIATELY FOLLOWS THIS PAGE
REMAINDER OF PAGE INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:
David Eppley
Name: DAVID EPPLEY

Glenda L. Whitman
Glenda L. Whitman

Walker Finley
Name: Walker Finley

STATE OF FLORIDA
COUNTY OF HERNANDO

Executed and acknowledged before me by physical presence or online this 21st day of October 2022, by means of physical presence or online notarization, by Glenda L. Whitman, who are personally known to me; or produced DRIVERS LICENSE as identification.



David Eppley
Notary Public
State of Florida

Witnesses:
David Eppley
Name: DAVID EPPLEY
Walker Finley
Name: Walker Finley

Theodore J. Sauto
Theodore J. Sauto
Christine Sauto
Christine Sauto

STATE OF FLORIDA
COUNTY OF HERNANDO

Executed and acknowledged before me by physical presence or online this 21st day of October 2022, by means of physical presence or online notarization, by Theodore J. Sauto and Christine Sauto, who are personally known to me; or produced DRIVERS LICENSE as identification.



David Eppley
Notary Public
State of Florida