

Prepared by/Return to:
J. Steven Southwell
501 W. Main Street
Wauchula, Florida 33873

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ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT (this “Easement”) is made this _____ day of _____, 2025, by **HIGHER DEVELOPMENT, LLC**, a Florida limited liability company, whose address is 202 N. 6th Avenue, Wauchula, Florida 33873 (hereafter, “GRANTOR”), to the **CITY OF WAUCHULA, FLORIDA**, a municipal corporation formed under the laws of the State of Florida, whose address is 126 S. 7th Avenue, Wauchula, Florida 33873 (hereafter, “CITY”).

RECITALS:

WHEREAS, GRANTOR owns certain lands referenced as Parcel Nos. 04-34-25-5300-00000-0001, 04-34-25-5300-00000-0002, 04-34-25-5300-00000-0003 and 04-34-25-5300-00000-0004 (the “Property”) located at Oak Street, City of Wauchula, in Hardee County, Florida.

WHEREAS, to obtain wastewater and electric utility services to the Property, the GRANTOR is willing to grant a fifteen-foot (15’) wide easement upon that portion of the GRANTOR’S Property as more particularly described in **Exhibit “A”** appended hereto and incorporated herein (the “Easement Area”).

ACCORDINGLY, for and in consideration of the Recitals set forth above and incorporated herein and other valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, GRANTOR and CITY agree as follows:

SECTION 1. CONVEYANCE OF EASEMENT.

(a) The GRANTOR voluntarily grants to the CITY, and its successors and assigns, a perpetual non-exclusive wastewater facilities and underground electric distribution facilities easement over, under, through, and across the real property described and depicted in Exhibit “A”, a copy of which is attached to and incorporated in this Easement, for the purpose of installing, accessing, and if necessary replacing wastewater lines and underground electric distribution lines, with authority and rights of ingress and egress to enter upon repair, maintain, operate, and inspect as the CITY may deem reasonably necessary, for the purpose of transmitting wastewater and electricity through said utility facilities over, upon, across and under the Easement Area.

(b) The CITY shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with normal operation or maintenance of the utility facilities, and the GRANTOR agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the Easement Area that may obstruct or interfere with

the normal operation or maintenance of the utility facilities. The CITY covenants and agrees that its use of the Easement Area shall not interfere with the continued use of the Property.

(c) GRANTOR covenants that it has the right to grant the privileges and easement stated herein, and further covenants that CITY shall have quiet and peaceful possession, use and enjoyment of said Easement Area.

SECTION 2. RESTORATION. In the event CITY shall perform any construction, repairs, alteration, replacement, relocation or removal of any facilities located within the Easement Area, CITY shall thereafter restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal.

SECTION 3. ABANDONMENT. In the event CITY shall abandon the use of the Easement, then CITY shall as condition of acceptance of the Easement, within a reasonable time thereafter, release and convey to GRANTOR or its successors and assigns all rights hereby granted pursuant to this Easement.

SECTION 4. SUCCESSORS AND ASSIGNS. The rights, privileges and reservations herein provided shall inure to the benefit of the GRANTOR'S and CITY's respective successors and assigns.

SECTION 5. MISCELLANEOUS. This Easement (i) shall be recorded by the CITY; (ii) constitutes the entire agreement between the parties; (iii) may not be amended except by an instrument signed by the parties; and (iv) shall be governed by the laws of the Florida.

SECTION 6. COOPERATION. Each party shall, on the request of the other party, execute and deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Easement without undue delay, so long as the performance of such acts will not require the cooperation party to incur unreasonable costs and expenses. The obligations under this section include, but are not limited to, performance of such acts as might be reasonably necessary to facilitate the subordination of any liens on either party's property that are or might be senior to this Easement, provided that the party requesting any such subordination bear the cost of securing the same.

[Signature Pages Follow]

IN WITNESS WHEREOF, the GRANTOR and CITY have hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered
before these witnesses:

GRANTOR

Higher Development, LLC,
a Florida limited liability company

By: [Signature]
Printed Name: Travis Maldonado
Title: Manager

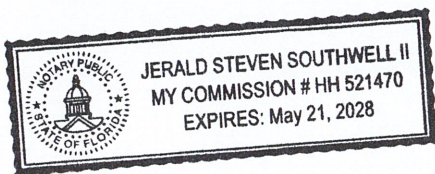
[Signature]
Witness #1
Print Name: J. Steven Southwell
Address: 501 W. Main Street
Wauchula Florida 33873

[Signature]
Witness #2
Print Name: Sandra J. Moore
Address: 501 W Main St
Wauchula FL 33873

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of October 2025, by Travis Maldonado as Manager of **HIGHER DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.

(Seal)



[Signature]
Signature of Notary Public

Name of Notary Typed, Printed or Stamped

CITY

**CITY OF WAUCHULA, FLORIDA,
a municipal corporation**

ATTEST:

APPROVED:

Holly Smith, City Clerk

Richard Keith Nadasky, Jr., Mayor

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2025, by Richard Keith Nadasky, Jr., as Mayor on behalf of the City of Wauchula, a Florida municipal corporation. He ☐ is personally known to me or ☐ has produced _____ as identification.

(Seal)

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

Approved as to Form & Legality

City Attorney

EXHIBIT "A" Page 1 of 2

DESCRIPTION OF EASEMENT:

A 15 foot wide Utility Easement being a portion of Fractional Block 2 of the Original Survey of the City of Wauchula, Florida lying West of Heard Bridge Road, Hardee County, Florida recorded in Plat Book 1, Page 29 of the Public Records of DeSoto County, Florida of which Hardee County was formerly a part, and rerecorded in Plat Book 3, Page 1- 29 B, now known as Plat Bar A-22 of the Public Records of Hardee County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 4, Township 34 South, Range 25 East, Hardee County, Florida; thence S $89^{\circ}07'54''$ W along the North line of said Southeast $\frac{1}{4}$ also being the North line of said fractional Block 2 a distance of 30.00 feet to the West right of way of Heard Bridge Road; thence S $00^{\circ}18'41''$ W along said West right of way a distance of 45.95 feet for the POINT OF BEGINNING; thence S $77^{\circ}44'02''$ W a distance of 78.64 feet; thence N $11^{\circ}47'37''$ W a distance of 62.62 feet to said North line; thence S $89^{\circ}07'54''$ W along said North line a distance of 15.28 feet; thence S $11^{\circ}47'37''$ E a distance of 65.64 feet; thence S $77^{\circ}44'02''$ W a distance of 2.18 feet; thence N $89^{\circ}03'48''$ W a distance of 69.80 feet to the East right of way of Fourth Avenue; thence S $11^{\circ}47'54''$ E along said East right of way a distance of 15.38 feet; thence S $89^{\circ}03'48''$ E a distance of 64.87 feet; thence S $11^{\circ}47'37''$ E a distance of 67.49 feet to the North right of way of Oak Street; thence N $77^{\circ}44'02''$ E along said North right of way a distance of 15.00 feet; thence N $11^{\circ}47'37''$ W a distance of 66.74 feet; thence N $77^{\circ}44'02''$ E a distance of 82.40 feet to said West right of way; thence N $00^{\circ}18'41''$ E along said West right of way a distance of 15.37 feet to the POINT OF BEGINNING.



A 15 foot wide Utility Easement being a portion of Fractional Block 2 of the Original Survey of the City of Wuchula, Florida lying West of Heartland Road, Hendon County, Florida recorded in Plat Book 1, page 29 of the Public Records of Hendon County, Florida which said Hendon County was known as and was, and re-recorded in Plat Book 5, page 29, is now known as Plat A-22 of the Public Records of Hendon County, Florida, being more particularly described as follows:

Beginning at the intersection of the North line of said Section 14 also being the North line of said fractional Block 2 a distance of 30.00 feet to the West right of way of Heartland Road, thence S 03° 01' 14" W along said North line of said Section 14 a distance of 45.95 feet to the POINT OF BEGINNING; thence S 77° 04' 14" W a distance of 78.64 feet thence N 11° 47' 31" W a distance of 11.47 feet to the POINT OF BEGINNING; thence S 77° 04' 14" W a distance of 11.47 feet to the West right of way of Heartland Road, thence S 03° 01' 14" W a distance of 2.18 feet; thence N 89° 03' 44" W a distance of 69.00 feet to the East right of way of Fourth Avenue; thence N 11° 47' 31" W along said East right of way a distance of 15.37 feet; thence S 89° 03' 44" W a distance of 64.87 feet; thence N 11° 47' 31" W a distance of 67.49 feet to the North right of way of Oak Street; thence N 03° 01' 14" W along said North right of way a distance of 15.37 feet to the POINT OF BEGINNING; thence S 77° 04' 14" W a distance of 11.47 feet to the West right of way; thence N 03° 01' 14" W along said West right of way a distance of 15.37 feet to the POINT OF BEGINNING.

PROPERTY ADDRESS:
306 N. 4TH AVENUE (LOT 1)
305 HEARD BRIDGE ROAD (LOT 2)
301 E. OAK STREET (LOT 3)
303 E. OAK STREET (LOT 4)
ALL OF WAUCHULA, FL 33873

[illegible]