

This Instrument Prepared By:
Alexander L. Van Heyde, Esq.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Easement Agreement") is made and entered into as of the ____ day of _____, 2025, by and between the City of Wauchula, Florida, a Florida municipal corporation (the "Grantor"), whose post office address is 126 S. 7th Avenue, Wauchula, Florida 33873, and Hardee County Industrial Development Authority, a dependent special district and body politic and corporate of the State of Florida ("Grantee"), whose post office address is 107 E Main St. Wauchula, FL 33873.

RECITALS

A. Grantor owns and holds fee simple title to that certain real property situated in Hardee County, Florida, more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Right of Way Parcel");

B. Grantee owns and holds fee simple title to that certain real property situated in Hardee County, Florida, more particularly described in Exhibit "B" attached hereto and made a part hereof, (the "Benefitted Parcel"), which is adjacent and contiguous to the Right of Way Parcel; and

C. Grantor and Grantee desire to enter into this Easement Agreement for the purpose of creating a non-exclusive easement for the drainage, discharge, and passage of water and stormwater over, across, under, and upon the Easement Parcel (as hereinafter defined), on the terms and conditions as more particularly described hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained hereinbelow and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by this reference as fully as if set forth herein verbatim.

2. GRANT OF EASEMENT. Subject to the terms of this Easement Agreement, Grantor does hereby declare, create, grant, reserve and establish for the benefit and use of the Benefitted Parcel, and as an appurtenance thereto, a perpetual, non-exclusive easement (the "Easement") for the purpose of providing for the drainage, discharge, and passage of water and stormwater over, across, under, and upon that certain portion of the Right of Way Parcel more particularly described in Exhibit "C", attached hereto and made a part hereof (the "Easement Parcel") from the Benefitted Parcel. Further, Grantee shall have the right to perform such improvements to the Easement Parcel as determined by Grantee in its reasonable discretion in order to effectuate Grantee's intended use of the Easement as set forth herein, and Grantee agrees to provide for the maintenance and repair of any such improvements performed by Grantee upon the Easement Parcel at its sole cost and expense.

The Easement over the Easement Parcel is perpetual and non-exclusive. Any person and/or entity from time to time owning or holding fee-simple title to, a leasehold interest in, or an easement in, to, through, under, over or upon any portion of the Easement Parcel shall have the right to utilize the Easement Parcel for any purpose consistent with its ownership interest, leasehold interest, or easement rights which does not preclude, impair or adversely affect or diminish the easement rights granted, declared, created and established hereunder for the benefit of the Benefitted Parcel. Neither Grantee nor Grantor shall make any use of the Easement Parcel which would impair the rights of either Grantee or Grantor to use and enjoy the Easement, the Easement Parcel or the rights created hereunder.

3. COMPLIANCE. Grantee shall comply with all applicable laws, codes, rules, regulations, statutes, ordinances, permits, rules and regulations of applicable governmental authorities, including environmental laws, with respect to use and enjoyment of the Easement Parcel.

4. DURATION. It is intended that, subject to the provisions of this Easement Agreement, the easements, conditions, covenants, restrictions, rights, duties and obligations created, granted, declared or dedicated herein shall be perpetual and shall continue in existence until such time as Grantee and Grantor join in the execution, acknowledgement, delivery and recordation in the Public Records of Hardee County, Florida of an instrument wherein this Easement Agreement shall be wholly or partially terminated or modified.

5. NO MERGER. The current or future common ownership of fee simple title to all or any portion of the Benefitted Parcel and all or any portion of the Easement Parcel shall not result in the extinguishment by merger, if applicable, of easement rights herein granted, reserved or created.

6. SUCCESSORS AND ASSIGNS. All of the provisions, agreements, covenants and conditions herein contained shall be binding upon the parties hereto and their respective successors and assigns, specifically including successors-in-title with respect to any portion of the Right of Way Parcel or Benefitted Parcel. No modification, termination or amendment of this Easement Agreement may be made except by written agreement executed by the parties hereto (or such other person to whom the right to amend this Easement Agreement is specifically assigned).

7. EASEMENTS RUNNING WITH THE LAND. The provisions of this instrument are intended to run with the title to the Right of Way Parcel and the Benefitted Parcel and are intended to be appurtenant to the Benefitted Parcel.

8. ATTORNEY'S FEES. In the event of any litigation or dispute concerning this Easement Agreement, any provision hereof, or any right or easement granted or arising under, out of, or by virtue of the execution, delivery, and/or recordation of this instrument, each party shall bear its own attorneys' fees and costs, including, without limitation, those incurred at or before the trial level and in any appellate, bankruptcy, or administrative proceeding.

9. NO PUBLIC RIGHTS OR DEDICATIONS. Nothing contained in this Easement Agreement shall be deemed to constitute or effect any additional dedication of the Easement Parcel or any portion thereof to the public, or to expand the public's rights in and to the Easement Parcel beyond those already existing. The Easement granted herein is perpetual and non-exclusive, and shall coexist with the Grantor's continued ownership and use of the Easement Parcel for public right-of-way and other lawful purposes consistent with this Easement.

10. INDEMNIFICATION. To the extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor, its officers, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court

costs) arising out of or related to (i) the construction, installation, operation, maintenance, repair, or replacement of any improvements, or equipment within the Easement Parcel by or on behalf of Grantee, or (ii) the exercise of any rights granted to Grantee under this Easement Agreement, except to the extent such claims are caused by the negligence or willful misconduct of the Grantor, its officers, employees, or agents. Nothing contained herein shall be deemed a waiver of the Grantor's rights, immunities, or limits of liability provided under Section 768.28, Florida Statutes, or any other applicable law, all of which are expressly retained.

11. GOVERNING LAW; VENUE. This Easement Agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Florida. The parties agree that the venue for any matters arising out of or in connection with the Easement and this Easement Agreement shall only be in the Circuit Court in and for the County of Hardee, Florida.

12. WAIVER OF TRIAL BY JURY. THE PARTIES TO THIS EASEMENT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THE EASEMENT AND THIS EASEMENT AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY EXPRESSLY ACKNOWLEDGES THAT NEITHER THE OTHER PARTY NOR ANY PERSON ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INCLUDE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION.

[Signatures on following pages]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Easement Agreement and have intended the same to be and become effective as of the ____ day of _____, 2025.

Signed, sealed and delivered
In the presence of:

“GRANTOR”

THE CITY OF WAUCHULA, A FLORIDA
MUNICIPAL CORPORATION

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

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 _____, as _____ of **THE CITY OF WAUCHULA, A FLORIDA MUNICIPAL CORPORATION**, on behalf thereof, who is ☐ personally known to me, or ☐ produced _____ as identification.

Print Name: _____

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered
In the presence of:

“GRANTEE”

HARDEE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY, A DEPENDENT
SPECIAL DISTRICT AND BODY POLITIC AND
CORPORATE OF THE STATE OF FLORIDA

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

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
_____, as _____ of **Hardee County Industrial Development**
Authority, as dependent special district and public body corporate and politic of the State of Florida, on
behalf thereof, who is ☐ personally known to me, or ☐ produced _____
as identification.

Print Name: _____

Notary Public, State of _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

Legal Description of Right of Way Parcel

Right-of-way Dedication: As Written by SurvTech Solutions

A strip of land being of portion of Lots 12, 13, 14 of Block B, FOSTERS ADDITION TO WAUCHULA, according to the plat thereof, as recorded in Plat Book 3, Page 3, of the Public Records of Hardee County, Florida, and being a portion of Lots 6, 7, 16 and 17, FOSTER'S ADDITION TO THE CITY OF WAUCHULA, as recorded in Plat Book 2, Page 41, of the Public Records of Hardee County, Florida, together with that portion of vacated Hogan Street and those certain alleys vacated per Resolution 2021-03, recorded in Instrument No. 202125003601, of the Public Records of Hardee County, Florida, said strip lying and being in Sections 9 and 10, Township 34 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows:

COMMENCE at a point marking the intersection of the North boundary of Lot 34, FOSTERS ADDITION TO WAUCHULA, Plat Book 3, Page 3 of the Public Records of Hardee County, Florida and the Easterly right-of-way boundary of 6th Avenue South (State Road No. 35) per Florida Department of Transportation right-of-way Map Section 0601-1044; thence coincident with said Easterly right-of-way boundary, S 12°09'41" E a distance of 143.72 feet to the POINT OF BEGINNING; thence departing said Easterly right-of-way boundary, N 89°39'01" E a distance of 315.09 feet to a point coincident with the Westerly right-of-way boundary of 5th Avenue South (State Road No. 35) per Florida Department of Transportation right-of-way Map Section 06010-2801; thence coincident with said Westerly right-of-way boundary, S 12°11'40" E a distance of 61.31 feet; thence departing said Westerly right-of-way boundary, S 89°39'01" W a distance of 315.13 feet to a point coincident with the aforesaid Easterly right-of-way boundary of 6th Avenue South; thence coincident with said Easterly right-of-way boundary, N 12°09'41" W a distance of 61.30 feet to the POINT OF BEGINNING.

Containing an area of 18,906.61 square feet, 0.434 acres, more or less.

EXHIBIT "B"

Legal Description of Benefitted Parcel

A parcel of land lying and being in Sections 9 and 10, Township 34 South, Range 25 East, Hardee County, Florida, being more particularly described as follows: COMMENCE at a point marking the intersection of the North boundary of Lot 34, FOSTERS ADDITION TO WAUCHULA, according to the plat thereof, as recorded in Plat Book 3, Page 3 of the Public Records of Hardee County, Florida and the Easterly right-of-way boundary of 6th Avenue South (State Road No. 35) per Florida Department of Transportation right-of-way Map Section 0601-1044; thence coincident with said Easterly right-of-way boundary, S 12°09'41" E a distance of 205.02 feet to a point coincident with the South right-of-way boundary of Hogan Street, a 60 foot right-of-way, said point being the POINT OF BEGINNING; thence departing said Easterly right-of-way boundary, coincident with said South right-of-way boundary, N 89°39'01" E a distance of 315.13 feet to a point coincident with the Westerly right-of-way boundary of 5th Avenue South (State Road No. 35) per Florida Department of Transportation right-of-way Map Section 06010-2801; thence departing said South right-of-way boundary, coincident with said Westerly right-of-way boundary, S 12°12'05" E a distance of 607.21 feet to a point coincident with the North boundary of the South 291.72 feet of the South 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 34 South, Range 25 East, Hardee County, Florida; thence departing said Westerly right-of-way boundary, coincident with said North boundary, S 89°20'22" W a distance of 182.49 feet to a point marking the Southeast corner of the lands described in Instrument Number 202325006250, of the Public Records of Hardee County, Florida; thence departing said North boundary, coincident with the East boundary of said lands, N 05°32'50" W a distance of 149.17 feet to a point marking the Southeast corner of the lands described in Instrument Number 202425005498, of the Public Records of Hardee County, Florida; thence coincident with the East boundary of said lands, N 07°49'58" W a distance of 143.45 feet; thence departing said East boundary, coincident with the North boundary of said lands, S 89°28'56" W a distance of 168.00 feet to a point coincident with the aforementioned Easterly right-of-way boundary of 6th Avenue South, said point being coincident with a non-tangent curve concave to the West, said curve having a radius of 3852.72 feet, a delta angle of 03°22'11" and being subtended by a chord bearing N 10°31'22" W for a distance of 226.55 feet; thence departing said North boundary, coincident with said Easterly right-of-way boundary and the arc of said curve a distance of 226.59 feet; thence continue coincident with said Easterly right-of-way boundary, N 12°09'41" W a distance of 83.75 feet to the POINT OF BEGINNING.

Containing an area of 144,923.32 square feet, 3.327 acres more or less.

EXHIBIT "C"

Legal Description of Easement Parcel

Drainage Easement: As Written by SurvTech Solutions

A strip of land being of portion of Lots 12 and 13 of Block B, FOSTERS ADDITION TO WAUCHULA, according to the plat thereof, as recorded in Plat Book 3, Page 3, of the Public Records of Hardee County, Florida, and being a portion of Lot 16, FOSTER'S ADDITION TO THE CITY OF WAUCHULA, as recorded in Plat Book 2, Page 41, of the Public Records of Hardee County, Florida, together with that portion of vacated Hogan Street and those certain alleys vacated per Resolution 2021-03, recorded in Instrument No. 202125003601, of the Public Records of Hardee County, Florida, said strip lying and being in Sections 9 and 10, Township 34 South, Range 25 East, Hardee County, Florida, and being more particularly described as follows:

COMMENCE at a point marking the intersection of the North boundary of Lot 34, FOSTERS ADDITION TO WAUCHULA, Plat Book 3, Page 3 of the Public Records of Hardee County, Florida and the Easterly right-of-way boundary of 6th Avenue South (State Road No. 35) per Florida Department of Transportation right-of-way Map Section 0601-1044; thence coincident with said Easterly right-of-way boundary, S 12°09'41" E a distance of 194.80 feet to the POINT OF BEGINNING; thence departing said Easterly right-of-way boundary, N 89°39'01" E a distance of 142.09; thence S 00°20'59" E a distance of 10.00 feet; thence S 89°39'01" W a distance of 140.00 feet to a point coincident with the aforesaid Easterly right-of-way boundary of 6th Avenue South; thence coincident with said Easterly right-of-way boundary, N 12°09'41" W a distance of 10.22 feet to the POINT OF BEGINNING.

Containing an area of 1,410.46 square feet, 0.032 acres, more or less.