

PREPARED BY AND AFTER  
RECORDING RETURN TO:  
Kristin Kowaleski, Esquire  
GrayRobinson, P.A.  
PO Box 3324  
Tampa, Florida 33601

### **DRAINAGE EASEMENT AGREEMENT**

THIS **DRAINAGE EASEMENT AGREEMENT** (the “Easement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between by and between **SOMERSET LAND, LLC**, a Florida limited liability company, with a mailing address of 18125 Wayne Road, Odessa, Florida 33556 (“Somerset”), and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the “District”). Somerset and District are each individually referred to herein as a “Party” and collectively as the “Parties”.

#### **W I T N E S S E T H:**

**WHEREAS**, Somerset is the owner of that certain real property located in Hernando County, Florida (the “County”), more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Somerset Property”); and

**WHEREAS**, District is the owner of that certain real property located in the County, more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (“District Property”); and

**WHEREAS**, Somerset is connecting one of District’s existing drainage retention areas to a new drainage pond on the Somerset Property as set forth on Exhibit “C” attached hereto and incorporated herein (collectively, “Utilities”), and Somerset hereby agrees to accept the detention, retention and drainage from the District Property over, across, on and to the pond (“Somerset Pond”) on the Somerset Property (the “Drainage”); and

**WHEREAS**, District requires a perpetual, non-exclusive easement over the Somerset Property for the Drainage (collectively, the “Drainage Easement”).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. Grant of Drainage Easement. Somerset does hereby grant, bargain, sell, and convey to District a non-exclusive, permanent easement over and across the Somerset Property, for the benefit of the District Property, for the Drainage. The Drainage shall include storm water drainage

over, under, across and through the Somerset Property to the Somerset Pond. This Easement and rights hereunder shall at all times be subject to the rights of Somerset. Somerset hereby reserves unto itself, and its successors and assigns, the right to utilize the Somerset Property for such purposes as deemed necessary, advisable, appropriate or convenient by Somerset that do not materially adversely affect rights under this Easement.

3. Maintenance. Somerset shall, at Somerset's sole expense, maintain the Utilities in a similar condition as it existed as of the date this instrument was executed by District. Somerset shall not construct any improvements or alter the Utilities in any way without District's prior written consent, except for such improvements and alterations as are necessary to construct and maintain drainage utilities capable of accommodating all current and future stormwater runoff from District Parcel in which case Somerset shall provide the District with prior written notice of such alterations and shall coordinate such construction and alterations with the District. Somerset, at Somerset's expense, shall provide all regular maintenance of the Utilities. If Somerset does not complete such repair or maintenance, District shall have the right, but not the obligation, to make such repair or maintenance, in which event Somerset shall pay District the cost thereof within thirty (30) days after receipt of written notice from District demanding such reimbursement. If any such bill is not paid within thirty (30) days after receipt, interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per year.

4. Covenants Running with Land. The easements and covenants herein shall be easements and covenants running with the land and shall inure to the benefit of and be binding on Somerset Property and District Property, and all future owners of all or any portion thereof, their respective successors and assigns, and all persons claiming under them.

5. Construction. The rule of strict construction shall not apply to the temporary easement rights granted by this Easement. The temporary easement rights granted by this Easement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the Parties as set forth in this Easement. No provision of this Easement shall be construed or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority or arbitrator by reason of either Party being deemed

6. Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Somerset: Somerset Land, LLC.  
Ron Bastyr, Manager  
18125 Wayne Road  
Odessa, Florida 33556  
Email: ronbastyr@yahoo.com

District: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA  
919 North Broad Street

Brooksville, FL 34601  
ATTN: Superintendent  
Email: [pinder\\_r@hcsb.k12.fl.us](mailto:pinder_r@hcsb.k12.fl.us)

With a copy to: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA  
919 North Broad Street  
Brooksville, FL 34601  
ATTN: School Board Attorney & General Counsel  
Email: [mockler\\_c@hcsb.k12.fl.us](mailto:mockler_c@hcsb.k12.fl.us)

And: GRAY ROBINSON, P.A.  
Attn: Kristin Kowaleski, Esq.  
101 East Kennedy Blvd, Suite 4000  
Tampa, Florida 33602  
Email: [Kristin.kowaleski@gray-robinson.com](mailto:Kristin.kowaleski@gray-robinson.com)

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

7. No Third-Party Beneficiaries. This Easement is for the benefit of the Parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Temporary Easement Area, except as specifically set forth herein.

8. Amendments and Waivers. This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Hernando County or by court order. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Easement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

9. Immunity. Nothing in this Easement shall be deemed or construed as a waiver of immunity or limits of liability of District to the extent provided by Section 768.28, *Florida Statutes*, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. Miscellaneous. This Easement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein,

nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Easement. This Easement shall be governed in accordance with Florida Law. Venue for any dispute arising under this Easement shall lie exclusively in the courts located in Hernando County, Florida.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Somerset has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

**SOMERSET:**

**SOMERSET LAND, LLC**, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **SOMERSET LAND, LLC**, a Florida limited liability company, on behalf of the company, and who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
My Commission Number:

[Signatures Continues on Following Page]

IN WITNESS WHEREOF, District has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

DISTRICT:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, on behalf of the School Board, and who  is personally known to me, or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
My Commission Number:

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**

**Legal Description of Somerset Property**

**Exhibit "B"**

**Legal Description of District Property**

