

This instrument was prepared by
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**DOCUMENTARY STAMP TAX IN THE
AMOUNT OF \$0.70 IS BEING PAID
UPON RECORDATION**

(Reserved for Recording Office)

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (this “**Easement Agreement**”) is made as of the _____ day of _____, 2018, by the **OAKSTEAD COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose local government organized and existing under Chapter 190, Florida Statutes, whose mailing address is c/o Inframark, 210 North University Drive, Suite 702, Coral Springs, Florida 33017 (“**Grantor**”), in favor of **BARNARD, LLC**, a Florida limited liability company (“**Grantee**”).

WHEREAS, Grantor and Grantee, along with other designated parties, entered into an Agreement (the “**Agreement**”) dated July 13, 2006, recorded on November 04, 2009, in Official Records Book 8207, on page 25, in the public records of Pasco County, Florida, wherein Grantor authorized ~~drainage from~~ the Commercial Parcels to drain and connect into the Oakstead Drainage System ~~for the benefit of the Commercial Parcels~~, all as described therein, subject to the terms and conditions of the Agreement which the parties hereby reaffirm;

WHEREAS, Grantor is the owner of that certain land (the “**Drainage Outfall**”) located in Pasco County, Florida, described in **Exhibit A** attached hereto;

WHEREAS, Grantee is the owner of that certain land (“**Grantee’s Property**”) located in Pasco County, Florida, described in **Exhibit B** attached hereto; and

WHEREAS, Grantor is granting this Easement pursuant to the terms of the Agreement, and confirming the drainage rights benefitting Grantee’s Property;

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, and convey unto the Grantee, its successors and assigns forever, a perpetual non-exclusive drainage easement (the “**Easement**”) over ~~and~~, across, in and upon the Drainage Outfall for the purpose of inspecting, constructing, repairing, maintaining and/or replacing stormwater and surface water drainage facilities, and for draining and/or depositing such drainage ~~into~~ the Drainage Outfall.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever.

Nothing herein shall restrict or prevent Grantor from utilizing the Drainage Outfall for any other purpose which is compatible with Grantee's use of the Easement. Grantee's use of the Easement shall not interfere with Grantor's or Pasco County's use of the Drainage Outfall for drainage purposes. ~~Grantee~~Grantor further agrees that Grantee may use the Easement for the drainage of Grantee's Property ~~and in combination with~~ adjoining lands owned by Grantee, provided, however, that in no event shall the total land area ~~for~~from which the drainage originates exceed the total land area of Grantee's Property ~~and, nor shall~~ the drainage discharge rates (the "Drainage Discharge Rate") permitted by governmental regulatory authorities for Grantee's Property ~~is not exceeded. Grantee shall restore the Easement area, including without limitation hardscape and landscape, to its preexisting condition following any construction, maintenance, repair or replacement activities related to Grantee's use of the Easement. be exceeded.~~ Grantee shall not make application for, nor shall Grantee request any regulatory permit modification for enlargement of the Drainage Discharge Rate. Grantor shall not be responsible for any costs and expenses relating to the installation, operation, maintenance, repair ~~and~~or replacement of underground drainage pipes and related drainage infrastructure connecting from the Drainage Outfall to or located ~~on~~upon Grantee's Property.

Grantee shall have the right to enter and depart over and upon the Easement and, if necessary, adjoining lands of Grantor for the purpose of exercising the rights granted herein, provided that Grantee shall (i) not conduct any repair, maintenance or replacement activity in a manner that unreasonably interferes with the ordinary use and operation of Grantor's surrounding property, and (ii) promptly repair and restore any damage caused by ~~such~~construction, repair, maintenance or replacement activity in the Easement, including without limitation landscape and hardscape on or adjacent thereto, to its prior existing condition. Grantee shall at all times exercise the rights set forth in this Easement Agreement in accordance with federal, state and local governmental regulations, and shall promptly repair and restore any damage in the Easement or upon Grantor's adjacent property, caused solely by Grantee, at Grantee's sole expense. If Grantee fails to correct and repair ~~any such~~ damage or other regulatory violation within ninety (90) days after receiving written notice from Grantor or any other governing authority having jurisdiction over ~~Grantee's Property or the Drainage Outfall~~Grantor's property, Grantor may, at Grantor's sole option, elect to correct such damage or violation and all costs related thereto shall ~~be~~become immediately due and payable to Grantor upon written demand.

Grantee shall and does hereby indemnify and hold Grantor harmless from any and all losses, costs (including attorneys' fees and costs), claims, demands and causes of action whatsoever arising from Grantee's use of the Easement.

Except for damage caused solely by Grantee, Grantor shall maintain the Drainage Outfall and shall not conduct any repair, maintenance or replacement activity in a manner that unreasonably interferes with the Grantee's use of the Easement. Grantor shall at all times exercise the rights set forth in this Easement Agreement in accordance with federal, state and local governmental regulations, ~~and shall promptly repair and restore any damage in the~~

~~Easement, caused solely by Grantee, at Grantee's sole expense. If Grantor fails to correct and repair any damage or other regulatory violation within ninety (90) days after receiving written notice from Grantee or any other governing authority having jurisdiction over the Drainage Outfall, Grantee may, at Grantee's sole option, elect to correct such damage or violation and all costs related thereto shall be immediately due and payable to Grantor upon written demand.~~

~~Grantor shall~~ Subject to the limitations of Section 768.28, Florida Statutes, and other such statutes granting sovereign immunity to Grantor from time to time, Grantor shall and does hereby indemnify and hold Grantee harmless from any and all losses, costs (including attorneys' fees and costs), claims, demands and causes of action whatsoever arising from ~~Grantee's~~ Grantor's use of the ~~Easement~~ Drainage Outfall.

In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Easement Agreement, the prevailing party shall be entitled to all costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Grantor hereby acknowledges that it has been fully reimbursed the sum of \$52,402.50 pursuant to Section 5 of the Agreement.

This Easement Agreement shall be binding upon and to the benefit of the Grantor and Grantee and their respective successors and assigns, and shall run with the Drainage Outfall and Grantee's Property and to any assigns or successors in title to the Drainage Outfall or Grantee's Property

This instrument was prepared at the direction of the parties without the benefit of a title search.

IN WITNESS WHEREOF, the parties have caused this assignment to be properly executed and sealed as of the day and year first written above.

Signed, Sealed and Delivered in the Presence of:

OAKSTEAD COMMUNITY DEVELOPMENT DISTRICT

(Witness 1 – Signature)

By: _____
Norman Keith
Chair of the Board of Supervisors

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Norman Keith as Chair of the Board of Supervisors of the Oakstead Community Development District, on behalf of the District. He is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Stamp

Signed, Sealed and Delivered in the

BARNARD, LLC
Florida limited liability company

Presence of:

By: **State Rd. 54 Investment Properties, LLC,**
a Florida limited liability company
Managing Member

(Witness 1 – Signature)

By: _____
John R. Sierra, III
Manager

(Witness 1 – Printed Name)

(Witness 2 – Signature)

(Witness 2 – Printed Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by John R. Sierra, III, as Manager of State Rd. 54 Investment Properties, LLC, as Manager of **BARNARD, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Stamp