



City of Gulf Breeze

OFFICE OF THE CITY CLERK

May 7, 2015

Joseph B. Harrell *JBH*
Assistant Superintendent for Administrative Services
6544 Firehouse Road
Milton, FL 32570

RE: Easement by and Between The School Board of Santa Rosa County and the City of Gulf Breeze

Dear Mr. Harrell:

Please find attached hereto an original Easement by and between The School Board of Santa Rosa County, Florida, and the City of Gulf Breeze that has been executed by representatives of the City. The City Council approved the Easement and authorized the Mayor to execute the same at its May 4, 2015, City Council meeting.

Once the Easement has been executed by representatives of the School Board, please return a completely executed copy of the Easement to me for our records.

Thank you for your assistance with this matter.

Sincerely,

Stephanie D. Lucas
Stephanie D. Lucas
City Clerk

:sdl
Enclosure

EASEMENT

STATE OF FLORIDA
COUNTY OF SANTA ROSA

THIS EASEMENT is made on this _____ day of _____, 2015, by and between THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA, whose post office address is 5086 Canal Street, Milton, Florida 32570, (hereinafter "Grantor"), and the CITY OF GULF BREEZE, a Florida municipal corporation, whose post office address is Post Office Box 640, Gulf Breeze, Florida 32562-0640 (hereinafter "Grantee").

RECITALS:

A. Grantor is the owner of that certain property located in the City of Gulf Breeze, Santa Rosa County, Florida, more particularly described in Exhibit "A" attached hereto and hereby made a part hereof (hereinafter the "Property"). Grantor owns the Property in fee simple and has the right to convey the Property and/or interests therein to Grantee.

B. Grantor is a Florida district school board that operates the public schools in Santa Rosa County, including Gulf Breeze Elementary School, Gulf Breeze Middle School, Gulf Breeze High School (all three of which shall be collectively referred to herein as the "Schools").

C. Grantee is a Florida municipal corporation which provides sewer, water, stormwater, and natural gas utility services (hereinafter collectively "Utility Service"). Grantor has previously granted an easement to Grantee for, and/or has otherwise consented to Grantee, using portions of the Property for Utility Services purposes.

D. For purposes of improving drainage and preventing flooding, Grantor and Grantee desire to construct for stormwater drainage facilities upon portions of the Property.

E. Subject to the terms and conditions hereof, Grantor is willing to grant this Easement for Stormwater Service purposes.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the perpetual, non-exclusive right and easement to enter upon, occupy and use the Property for the purposes of (i) installation, construction, maintenance, repair and replacement of stormwater lines and appurtenances and all facilities and equipment necessary or convenient in connection therewith (hereinafter collectively the "Grantee's Facilities"), together with the right to lay, bury, construct, operate, maintain, dig up, repair, install and replace such Grantee's Facilities from time to time;

2. The Property may not be utilized for travel, traffic or use by any motorized vehicles that may be operated upon public roads and thoroughfares in the State of Florida; provided, however, the Grantee and its contractors may operate such motorized vehicles upon the Property if the utilization thereof is necessary, convenient, or expedient for the installation, construction, maintenance, repair and/or replacement of the Grantee's Facilities.

3. The use of the Grantee's Facilities by the Grantor shall be limited to the stormwater connections established in the original construction of the Facilities ("Stormwater Service Connection"), which original construction will occur based on plans and specifications from Jehle-Halstead, Inc. entitled "Nightingale Manor Outfall 2015". Future stormwater connections by Grantor to Grantee's Facilities, and the Facilities referenced in that certain easement between the parties dated March 28, 2002, will require Grantee's approval and be subject to approval of any local, state or federal agency having jurisdiction over the specific Stormwater Service Connection.

4. Grantee agrees, at its sole cost and expense, to (i) install, maintain, repair and replace all of Grantee's Facilities located within the Property, and (ii) repair or replace any damage to the ground surface and improvements (including but not limited to the buildings, trees, fences and landscaping) located on the Property, or located on property owned by Grantor adjacent thereto, caused by the installation, construction, repair and maintenance of Grantee's Facilities located within the Property.

5. Grantor and Grantee each hereby covenant that they shall not use the Property, or allow the Property to be used, for any purpose inconsistent with or which impedes or impairs use of the Property for the purposes contemplated herein including any structures or appurtenances within six (6.0) inches of the ground surface, as it exists on the date of this Easement, within the fenced-in athletic practice field as it exists on the date of this Easement.

6. Grantee agrees, that when practical, the scheduling of all maintenance performed on utilities contained within the Easement will be pre-arranged with the Grantor in an effort to limit disruption with day-to-day school activities.

7. To the extent allowed by law, Grantee shall indemnify, defend and hold Grantor, its officers, agents and employees harmless from and against any and all claims, suits, causes of action, proceedings, loss, liability, damages, cost and expense caused or resulting from Grantee's Facilities on the Property for the purposes contemplated herein, including attorney's fees, expenses and costs incurred in defending said claims; provided, however, the duty to indemnify, defend and hold harmless as set forth in this paragraph shall not apply to any claims, suits, causes of action, proceedings, loss, liability, damages, etc., based upon, caused by or resulting from Grantor's acts or omissions.

8. This Easement and all rights and obligations contained herein shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties hereto and shall be deemed to run with the land.

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

GRANTEE

Signed, sealed and Delivered
In the Presence of:

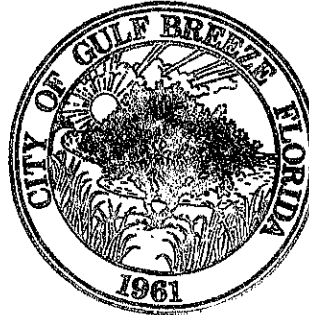
CITY OF GULF BREEZE, FLORIDA,
A Florida municipal corporation,

Leslie Guyer
Type/Print Name: Leslie Guyer

By: Matt Dannheisser
MATT DANNHEISSER
Mayor

Edwin A. Eddy
Type/Print Name: Edwin A. Eddy

(AFFIX CITY SEAL)



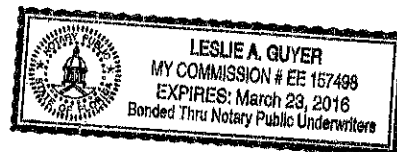
ATTESTED TO BY:

Stephanie Lucas
Stephanie Lucas or Leslie Guyer, City Clerk

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 6th day of May, 2015, by Matt Dannheisser and Stephanie Lucas or Leslie Guyer, Mayor and City Clerk, respectively, of the City of Gulf Breeze, Florida. They are personally known to me or produced as identification.

Leslie Guyer
NOTARY PUBLIC
[AFFIX NOTARY SEAL]



GRANTOR

THE SCHOOL BOARD OF SANTA ROSA
COUNTY, FLORIDA

By: _____
HUGH WINKLES
Its: Chairperson

ATTESTED TO BY:

TIM WYROSDICK, Superintendent

[AFFIX SCHOOL BOARD SEAL]

Type/Print Name: _____

Type/Print Name: _____

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this _____ day of _____, 2015, by Hugh Winkles and Time Wyrosdick, Chairperson and Superintendent, respectively, of The School Board of Santa Rosa County, Florida. They are personally known to me or produced _____ as identification.

NOTARY PUBLIC

[AFFIX NOTARY SEAL]

	Revisions
Date	Description
Designed By:	
Drawn By:	SGS
Checked By:	
Job No.:	140093
Date:	2/3/15
Scale:	1"=100'
FIELD DATE:	NONE
GREEN	
BROWN	
FB	FB
FB	FB

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