

## EASEMENT

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

THIS EASEMENT is made on this                      day of                      , 2016, 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 SAILWIND CONDOMINIUM ASSOCIATION OF GULF BREEZE, INC., a Florida not for profit corporation, whose post office address is 4400 Bayou Boulevard, Suite 58B, Pensacola, Florida 32503 (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 not for profit corporation which is located directly south of and shares a common property line with the Schools.

D. For purposes of improving the landscape buffer between their respective properties, Grantor and Grantee desire to provide for a mechanism to maintain certain landscaping installed upon portions of the Property.

E. Subject to the terms and conditions hereof, Grantor is willing to grant this Easement for Access and Landscape Maintenance.

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 a non-exclusive right and easement to enter upon and use the Property for the purposes of installation, maintenance, repair and replacement of irrigation lines and appurtenances designed to irrigate the landscape materials and plants installed by the City of

Gulf Breeze on the Property (hereinafter collectively the "Grantee's Facilities"), together with the right to maintain, repair and replace such Grantee's Facilities from time to time;

2. This Easement may be cancelled by Grantor giving Grantee 90 days advance notice of cancellation.

3. Grantor does hereby further grant, bargain, sell and convey unto Grantee, its successors and assigns an easement to enter upon and use the Property for the sole purposes of maintenance and replacement of the landscape materials and plants installed by the City of Gulf Breeze on the Property;

4. 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.;

§. 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 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, and (iii) maintain or replace any landscape materials and plants installed by the City of Gulf Breeze on the Property.

6. 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;

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. Further, Grantee does release and agrees to hold harmless Grantor from liability for injury, death or damage to any person or entity which may be utilizing this easement at the direction of the Grantee.

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. However, the Easement may not be assigned without the express written consent of the Grantor.

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

**GRANTEE**

SAILWIND CONDOMINIUM ASSOCIA-  
TION OF GULF BREEZE  
A Florida not for profit corporation,

By: \_\_\_\_\_  
LARRY KUHN  
Registered Agent

ATTESTED TO BY:

\_\_\_\_\_  
Its:

Signed, sealed and delivered  
In the Presence of:

\_\_\_\_\_  
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 \_\_\_\_\_ 2016, by Larry Kuhn and \_\_\_\_\_, Registered Agent and respectively, of the Sailwind Condominium Association of Gulf Breeze, Florida. They are personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
[AFFIX NOTARY SEAL]

**GRANTOR**

THE SCHOOL BOARD OF SANTA ROSA  
COUNTY, FLORIDA

By: \_\_\_\_\_  
JENNIFER GRANSE  
Its: Chairperson

ATTESTED TO BY:

\_\_\_\_\_  
TIM WYROSDICK, Superintendent

[AFFIX SCHOOL BOARD SEAL]

Signed, sealed and delivered  
In the Presence of:

\_\_\_\_\_  
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 \_\_\_\_\_, 2016, by Jennifer Granse and Tim 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]

Exhibit A

MAINTENANCE/LANDSCAPING EASEMENT (1/14/16):

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, BEING ALSO THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 29 WEST; THENCE RUN SOUTH 86 DEGREES 51 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 86 DEGREES 51 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 4, A DISTANCE OF 969.07 FEET; THENCE DEPART SAID SOUTH LINE AND RUN NORTH 13 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 20.32 FEET; THENCE RUN NORTH 86 DEGREES 51 MINUTES 58 SECONDS WEST, 972.63 FEET; THENCE RUN SOUTH 03 DEGREES 08 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING AND BEING IN SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA.

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NOTARY PUBLIC  
[AFFIX NOTARY SEAL]