

This instrument prepared by:
Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950
Florida Bar No. 225649

STATE OF FLORIDA
COUNTY OF SANTA ROSA

ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into as of this ___ day of _____, 2020, by and between **The School Board of Santa Rosa County, Florida**, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution (“Grantor”), whose mailing address is 5086 Canal Street, Milton, Florida 32570, and **Judith Barrett VandenBerg**, as trustee of the Declaration of Trust executed by Judith Barrett VandenBerg, dated December 2, 2004, and as Trustee of the Judith Barrett VandenBerg Revocable Trust dated June 17, 2016, with an address of 5200 O’Kane Circle, Pace, Florida 32571 (“Grantee”).

RECITALS

A. The Grantor is the owner of that certain parcel of real property located in Santa Rosa County, Florida, more particularly described in the attached Exhibit I (“Grantor’s Property”).

B. The Grantee is the owner of certain real property adjacent to the Grantor’s Property, as more particularly described in the attached Exhibit II (“Grantee’s Property”).

C. The Grantor has agreed to convey to the Grantee a non-exclusive easement for access and utility purposes over a portion of the Grantor’s Property for the benefit of the Grantee’s Property and as more particularly described in the attached Exhibit III (“Roadway Parcel”):

D. The Grantor and Grantee have determined that it is necessary and proper to enter into this Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. The Grantor hereby grants to the Grantee a non-exclusive easement for ingress/egress, access, and utility purposes over, through, under and across the Roadway Parcel, in common with the Grantor, its successors, assigns, guests, invitees, contractors, employees, and agents. This grant of easement over the Roadway Parcel is for the non-exclusive use

and benefit of the Grantee's Property and all owners of the Grantee's Property in the future, including, without limitation, their assigns, guests, invitees, contractors, employees, and agents.

2. Assignment. The Grantor acknowledges and agrees that the Grantee shall have the ability to assign, in whole or in part, the easement rights granted hereunder to any utility providing service to the Grantee's Property provided that such assignee does not interfere with the Grantor's use of the Roadway Parcel or the Grantor's access and utility improvements located or to be located on or under the Roadway Parcel.

3. Purpose. The purpose of the grant of easement conveyed by this Agreement is to provide non-exclusive access from Archie's Way to the Grantee's Property, subject to the following requirements:

(a) The Grantor reserves the right to use the Roadway Parcel for utilities, access, and ingress, and egress to and from Archies' Way, and the installation, repair, upgrade, replacement, or maintenance of improvements and/or underground or above-ground utilities in the Roadway Parcel.

(b) The Grantee shall have the right, power, and ability, but not the obligation, to construct a roadway/driveway upon the Roadway Parcel, including, without limitation, such pavement, curbing and underground and/or above-ground utility, so as to provide access and utilities to the Grantee's Property, provided, however, that the plans and specifications for all such improvements and/or utilities shall be subject to approval by the Grantor, which approval shall not be unreasonably withheld. In connection with the construction and/or maintenance of such improvements and/or utilities, the Grantee shall not remove or relocate any of the Grantor's improvements and/or underground or above-ground utilities without the Grantor's approval, which approval shall not be unreasonably withheld. All improvements and/or utilities constructed upon the Roadway Parcel by or on behalf of Grantee shall be maintained and repaired by, and otherwise be and remain the sole responsibility of, the Grantee.

(c) Neither the Grantee nor its guests, servants, invitees, employees, agents, or contractors shall block or otherwise interfere with the Grantor's use of the Roadway Parcel for access and/or the installation, repair, upgrade, replacement, or maintenance of the Grantor's improvements and/or underground or above-ground utilities in the Roadway Parcel at any time, including but not limited to during the construction, maintenance, or repair of any of Grantee's improvements.

(d) To the extent that any of the Grantor's improvements and/or utilities in the Roadway Parcel are damaged and/or destroyed by or through the actions of the Grantee, the Grantee shall reimburse the Grantor for the reasonable costs associated with the repair or replacement of the damaged improvements and/or utilities.

(e) The parties acknowledge and agree that the Grantor intends to construct or install access and utility improvements within the Roadway Parcel in compliance with the public roadway standards enacted by Santa Rosa County, a political subdivision of the State of Florida ("County"), and thereafter to request that the County accept such improvements and the Roadway Parcel as a publicly maintained roadway. The Grantee agrees to cooperate with the Grantor and the County in securing County acceptance of such improvements and the Roadway Parcel, including but

not limited to conveying to the County the Grantee's interest in the Roadway Parcel and executing such other documents as the County may reasonably require.

4. Hold Harmless. The Grantee shall protect, defend, indemnify, and otherwise save the Grantor harmless of and from, and pay upon demand, the amount of any award of judgment resulting from any and all liabilities, property damage, personal injury, claims, complaints, judgments, damages, losses, costs, penalties, fines, and expenses, including reasonable attorneys' fees, litigation expenses, and court costs incurred by, asserted, or claimed on account of the negligent acts or omissions, duties, or obligations of the Grantee or its officers, employees, agents, and/or contractors acting under this Agreement and within the scope of such persons office, employment, agency, or contract. All contractors of the Grantee occupying the Roadway Parcel in accordance with this Agreement shall include the Grantor as an additional name insured on all policies of insurance provided to the Grantee.

5. Grantor's Property. The Grantee acknowledges and agrees that Grantor's Property will be developed for educational facilities, auxiliary facilities, and related institutional uses and purposes. The Grantee acknowledges and agrees that the Roadway Parcel may be used by all of the Grantor's guests, servants, invitees, employees, agents, or contractors on the Grantor's Property, and such use shall not constitute an over-burdening of the Roadway Parcel.

6. Miscellaneous.

(a) Attorneys' Fees; Enforcement of Agreement; Remedies. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation contained in this Agreement, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding. The rights of the parties under this Agreement shall be enforceable by injunction, specific performance, or self-help. Each party further agrees that the remedies set forth in this Agreement are in addition to all rights and remedies the other party may have in the event of a breach or violation of this Agreement or any law, all of which rights and remedies are expressly reserved

(b) Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the Grantor and Grantee, evidenced by a document that has been fully executed and acknowledged by the Grantor and Grantee and recorded in the official records of the Clerk of the Circuit Court of Santa Rosa County, Florida.

(c) Consents. Wherever in this Agreement the consent or approval of a party is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (i) be in writing; (ii) specify the section of this Agreement that requires that such notice be given or that such consent or approval be obtained; and (iii) be accompanied by such background information as is reasonably necessary to make an informed decision thereon.

(d) **No Waiver.** No waiver of any default of any obligation by any party to this Agreement shall be implied from any omission by the other party to take any action with respect to such default.

(e) **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

(f) **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights, and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby; shall bind every person having any fee, leasehold, or other interest therein; and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

(g) **Grantee's Acceptance.** The grantee of any parcel of real property described in this Agreement, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, and obligations contained in this Agreement. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

(h) **Severability.** Each provision of this Agreement and the application thereof are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained in this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

(i) **Time of Essence.** Time is of the essence of this Agreement.

(j) **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

(k) **Governing Law.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7. Covenant Running With the Land. The grant of easement conveyed by this Agreement and all of the terms and conditions set forth herein shall be deemed covenants

running with the Roadway Parcel, the Grantor's Property, and the Grantee's Property, and shall be binding upon all future owners of such property, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and delivered
in the presence of:

Grantor:

The School Board of Santa Rosa County, Florida, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution

Printed Name: _____

By: _____
Its: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by _____ as _____ of The School Board of Santa Rosa County, Florida, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution, on behalf of the Board, and who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public—State of Florida
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

Signed, sealed and delivered
in the presence of:

Grantor:

Judith Barrett VandenBerg, as trustee of
the Declaration of Trust executed by Judith
Barrett VandenBerg, dated December 2,
2004, and as Trustee of the Judith Barrett
VandenBerg Revocable Trust dated June 17,
2016

DocuSigned by:
By: Judith Barrett VandenBerg as trustee
Its: 0EBCEBBCC50540C...

Printed Name: _____

2020-Jul-01 | 8:04 PM CDT

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2020, by Judith Barrett VandenBerg, as trustee of the Declaration of Trust executed by Judith Barrett VandenBerg, dated December 2, 2004, and as Trustee of the Judith Barrett VandenBerg Revocable Trust dated June 17, 2016, and who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public—State of Florida
Printed Name: _____
My Commission Expires: _____

[Notary Seal]

EXHIBIT I

Legal Description of Grantor's Property

EXHIBIT II

Legal Description of Grantee's Property

EXHIBIT III

Legal Description of Roadway Parcel