



This Legal Document
Prepared by William Maudlin
Gulf Power Company
One Energy Place
Pensacola, Florida 32520-0093

ANCHOR AND GUY EASEMENT

WO# 33A661
Tax ID# 15-1N-28-0120-01800-0010
EN# 105024

STATE OF FLORIDA
COUNTY OF SANTA ROSA

KNOW ALL MEN BY THESE PRESENTS, that **Santa Rosa County School Board**, whose address is, **5086 Canal Street, Milton, FL 32570**, ("Grantor"), for and in consideration of the sum of **One and 00/100 Dollars (\$1.00)** in hand paid by **Gulf Power Company, a Florida corporation**, whose address is **One Energy Place, Pensacola, Florida 32520-0093** ("Grantee"), the receipt whereof is hereby acknowledged, do hereby grant and convey to said Gulf Power Company, its successors and assigns, the right to install and maintain **one (1) anchor and one (1) guy wire** on our land located in Santa Rosa County, Florida, to-wit (the "Easement Area"):

A SIX FOOT STRIP (6') OF LAND LYING THREE FEET (3') ON EACH SIDE OF THE CENTERLINE OF THE ANCHOR AND GUY WIRES AS INSTALLED AND OR TO BE INSTALLED ON THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

BLOCK 18 IN SECTION 14, TOWNSHIP 1 NORTH, RANGE 28 WEST, SANTA ROSA COUNTY, FLORIDA, ACCORDING TO OFFICIAL MAP OF BAGDAD, FLORIDA, PREPARED BY C. H. OVERMAN, DATED JANUARY 1, 1912.

IT IS AGREED AND UNDERSTOOD THAT SAID ANCHORS AND GUY WIRES WILL NOT EXTEND MORE THAN SIX FEET (6') ON SAID PROPERTY FROM THE NORTH RIGHT OF WAY LINE OF OAK STREET.

Together with all rights and privileges necessary or convenient for the full enjoyment and use thereof including the right to cut down and trim any trees and undergrowth within three (3) feet each side of the above referenced anchors and guy wires that may, in the sole judgment of the Grantee, interfere with the safe operation of said lines.

Said anchors and guy wires to be installed in connection with lines and poles for the distribution of electricity, and at Gulf Power's option, for cable and communication services by 3rd party providers, to be constructed along the margin of said Easement Area.

Grantor shall have no liability to Grantee or its employees, licensees, guests, invitees, lessees, agents or independent contractors for loss of personal property, death or personal injury incurred by Grantee or any such third parties on or about the Easement Area, except for the willful, wanton or intentional misconduct or gross negligence of the Grantor. Grantee indemnifies and agrees to defend and hold harmless Grantor, its affiliates and each of their employees, agents, officers and directors (collectively the "Indemnified Parties"), from and against any actions, lawsuits, claims, liens, demands, fines, losses, liabilities, assertions of liability, judgments, attorney's fees, costs and expenses whatsoever which in any manner may arise or be alleged to have arisen or resulted or alleged to have resulted from Grantee's exercise of the easement granted herein, of Grantee and its invitees including Grantee's, guests, agents, servants, tenants and employees, whether invited or uninvited including, without limitation, claims for bodily injury or death of any person, and claims for loss or damage to property, whether in law or in equity and whether brought against the Indemnified Parties now or in the future, except for the willful, wanton or intentional misconduct or gross negligence of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 20____.

Santa Rosa County School Board

Witness

(Print or type full name)

Witness

(Print or type full name)

By: _____

(Print or type full name)

Title: _____

Attest By: _____

(Print or type full name)

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as _____ and _____ as _____ on behalf of **Santa Rosa County School Board** who is/are personally known to me or who has/have produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC

STAMP

One Energy Place
Pensacola, Florida 32520

Tel 850.444.6111

April 24, 2018



Santa Rosa County School Board
5086 Canal Street
Milton, FL 32570

Greetings:

Dylan Lee of Gulf Power Company's Engineering Department has requested the enclosed easement be prepared and forwarded to you for your approval and execution.

In order to properly execute the document, Florida Statutes requires you sign your names in the spaces provided in the presence of a Notary Public and have two (2) witnesses sign and then print their names to the left of your signatures.

After the document has been signed, witnessed and notarized, you can return the easement in the enclosed return envelope.

If you have any questions, please call me at (850) 444-6555. Thank you for your cooperation in this matter.

Sincerely,

Scott Jordan

Scott Jordan
Land Acquisition Coordinator
(850) 444-6555

Enclosures