

THIS INSTRUMENT PREPARED BY:  
Mary Jane Bass, Esq.  
Beggs & Lane, RLLP  
Post Office Box 12950  
Pensacola, FL 32591-2950  
Fla. Bar No. 784291

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

### EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** (this “Agreement”) is made and entered into this the 23<sup>rd</sup> day of July 2019, by and between the **SCHOOL BOARD OF SANTA ROSA COUNTY**, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution, whose address is 5086 Canal Street, Milton, Florida 32570 (“Grantor”), and the **CITY OF GULF BREEZE**, a Florida municipal corporation, whose address is 1070 Shoreline Drive, Gulf Breeze, Florida 32562 (“Grantee”).

#### WITNESSETH:

WHEREAS Grantor owns real property in the City of Gulf Breeze located on the west and northwest side of Daniel Drive where Daniel Drive runs between Andrew Jackson Trail and Highway 98, which property is more particularly described in Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Grantee currently maintains utility lines and other infrastructure within the Daniel Drive right-of-way and in part on the Property; and

WHEREAS Grantee is installing additional streetscape improvements, including but not limited to utilities, parking, and sidewalks, which together with the existing utilities and infrastructure located on the Property ( collectively the “Improvements”) are more particularly identified and depicted on the survey drawing attached hereto as Exhibit “B” that will further encroach on the Property; and

WHEREAS Grantor desires to provide Grantee with a perpetual, non-exclusive easement to construct and maintain Grantee’s Improvements on the Property; and

NOW, THEREFORE, for and in consideration of one dollar (\$1.00), the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement on, over, under, and across the Property for the location, excavation, installation, construction, use, operation, maintenance, repair, removal, and replacement of the Improvements for the sole use and benefit of the general public. Grantor also does hereby grant, bargain, convey, transfer, and deliver to Grantee the right to clear, keep clear, and remove from the easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, use, operation, maintenance, repair, removal, or replacement of the

easement area or the Improvements installed and maintained thereon by Grantee. Grantor, its successors and assigns, further agrees not to build, construct or create or permit others to build, construct or create any building, structure, or other improvements in the easement area that may interfere with the location, excavation, use, operation, maintenance, repair, removal, or replacement of the Improvements.

2. Binding Effect; Run with the Land. The rights, obligations, and easements set forth in this Easement Agreement shall run with the land, shall burden the Property, shall benefit the persons and entities identified in Section 1 above, and shall be binding upon and against Grantor and Grantee and their respective successors, successors-in-title and assigns.

3. Miscellaneous. This instrument shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may not be modified, waived, or amended except by a written instrument executed by Grantor and Grantee. This Agreement contains the entire agreement and understanding between Grantor and Grantee with respect to the subject matter hereof, and all prior and contemporaneous agreements, understandings, and negotiations between Grantor and Grantee with respect to the subject matter hereof are hereby superseded.

4. Indemnification by Grantee. In consideration of the granting of this easement, Grantee shall, to the extent allowed by law, indemnify Grantor and save and defend and hold harmless Grantor from any and all liability for damages, including injury or death, to any and all persons arising by or occasioned by Grantee exercising its rights pursuant to this easement; provided, however, this indemnity shall not apply to any liability for damages, including injury or death, caused by or arising from any act or omission of Grantor, or any of its agents or employees. Indemnification shall include providing, at no cost to Grantor separate legal counsel (acceptable to Grantor provided that acceptance of counsel assigned by City's insurer shall not be unreasonably withheld) at trial and appellate level to defend said Grantor from any legal action that may be filed or threatened to be filed against grantor for an event occurring on the subject property. Grantee expressly does not waive sovereign immunity as set forth in Florida Statutes or the Constitution of the State of Florida.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the day and year first above written.

[INTENTIONALLY LEFT BLANK]

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**SCHOOL BOARD OF SANTA ROSA  
COUNTY**, a district school board constituted as  
provided in Article IX, Section 4, of the Florida  
Constitution,

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2019, by \_\_\_\_\_, as \_\_\_\_\_ of the School Board of Santa Rosa County,  
on behalf of said board. Said person is personally known to me or presented his/her current  
Florida driver's license as identification.

AFFIX NOTARY SEAL

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**GRANTEE:**

**CITY OF GULF BREEZE**

a Florida municipal corporation

By: \_\_\_\_\_  
Cherry Fitch, Mayor

Attest:

\_\_\_\_\_  
City Clerk

(AFFIX CITY SEAL)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Legal in form and valid as drawn:

Approved as to content:

\_\_\_\_\_  
Mary Jane Bass, City Attorney

\_\_\_\_\_  
Samantha D. Abell, City Manager

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Cherry Fitch, as Mayor of City of Gulf Breeze, a Florida municipal corporation, on behalf of said corporation. Said person is personally known to me or presented her current Florida driver's license as identification.

AFFIX NOTARY SEAL

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

COMMENCE AT A HALF INCH DIAMETER CAPPED IRON ROD (ILLEGIBLE) AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA, SAID POINT LYING NORTH 03 DEGREES 10 MINUTES 07 SECONDS EAST, A DISTANCE OF 579.92 FEET FROM A ONE INCH DIAMETER IRON PIPE AT THE INTERSECTION OF THE EAST LINE OF SAID GOVERNMENT LOT 2 AND THE NORTH RIGHT-OF-WAY LINE OF JOACHIM DRIVE (66' R/W); THENCE RUN SOUTH 03 DEGREES 10 MINUTES 07 SECONDS WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 2 BEING ALSO THE EAST RIGHT-OF-WAY LINE OF DANIEL DRIVE (R/W VARIES), A DISTANCE OF 257.95 FEET; THENCE RUN NORTH 86 DEGREES 49 MINUTES 53 SECONDS WEST, A DISTANCE OF 67.10 FEET TO AN INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF DANIEL DRIVE AS RECORDED IN OFFICIAL RECORDS BOOK 2710, AT PAGE 2004 OF THE PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE RUN SOUTH 04 DEGREES 44 MINUTES 30 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1101.89 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3698 AT PAGE 1307 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN NORTH 86 DEGREES 53 MINUTES 33 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 2.19 FEET; THENCE RUN NORTH 03 DEGREES 22 MINUTES 02 SECONDS EAST, A DISTANCE OF 298.60 FEET; THENCE RUN NORTH 85 DEGREES 15 MINUTES 30 SECONDS WEST, A DISTANCE OF 10.89 FEET; THENCE RUN NORTH 05 DEGREES 13 MINUTES 54 SECONDS EAST, A DISTANCE OF 803.47 FEET; THENCE RUN SOUTH 85 DEGREES 15 MINUTES 30 SECONDS EAST, A DISTANCE OF 13.37 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING 0.350 ACRES IN AREA MORE OR LESS.

EXHIBIT "B"

SURVEY

1. THIS SURVEY WAS MADE FOR THE PURPOSE OF DETERMINING THE BOUNDARY OF THE TRACT OF LAND DESCRIBED IN THE INSTRUMENT OF TITLE HEREIN, AND FOR THE PURPOSE OF DETERMINING THE LOCATION OF THE RIGHT-OF-WAY AND EASEMENT THEREON.
2. THE SURVEY WAS MADE IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 349, FLORIDA STATUTES, AND THE RULES AND REGULATIONS OF THE FLORIDA BOARD OF SURVEYING AND MAPPING.
3. THE SURVEY WAS MADE BY MEANS OF THE FOLLOWING INSTRUMENTS:
- a. TOTAL STATION
  - b. DISTANCE MEASUREMENT
  - c. ANGLE MEASUREMENT
  - d. MAGNETIC DECLINATION
  - e. MAGNETIC VARIATION
  - f. MAGNETIC INCLINATION
  - g. MAGNETIC ANGLE
  - h. MAGNETIC DISTANCE
  - i. MAGNETIC BEARING
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  - k. MAGNETIC DEPRESSION
  - l. MAGNETIC AZIMUTH
  - m. MAGNETIC DIRECTION
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  - v. MAGNETIC ELONGATION
  - w. MAGNETIC CONTRACTION
  - x. MAGNETIC DISTORTION
  - y. MAGNETIC DEFORMATION
  - z. MAGNETIC TRANSFORMATION

4. THE SURVEY WAS MADE BY MEANS OF THE FOLLOWING INSTRUMENTS:
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5. THE SURVEY WAS MADE BY MEANS OF THE FOLLOWING INSTRUMENTS:
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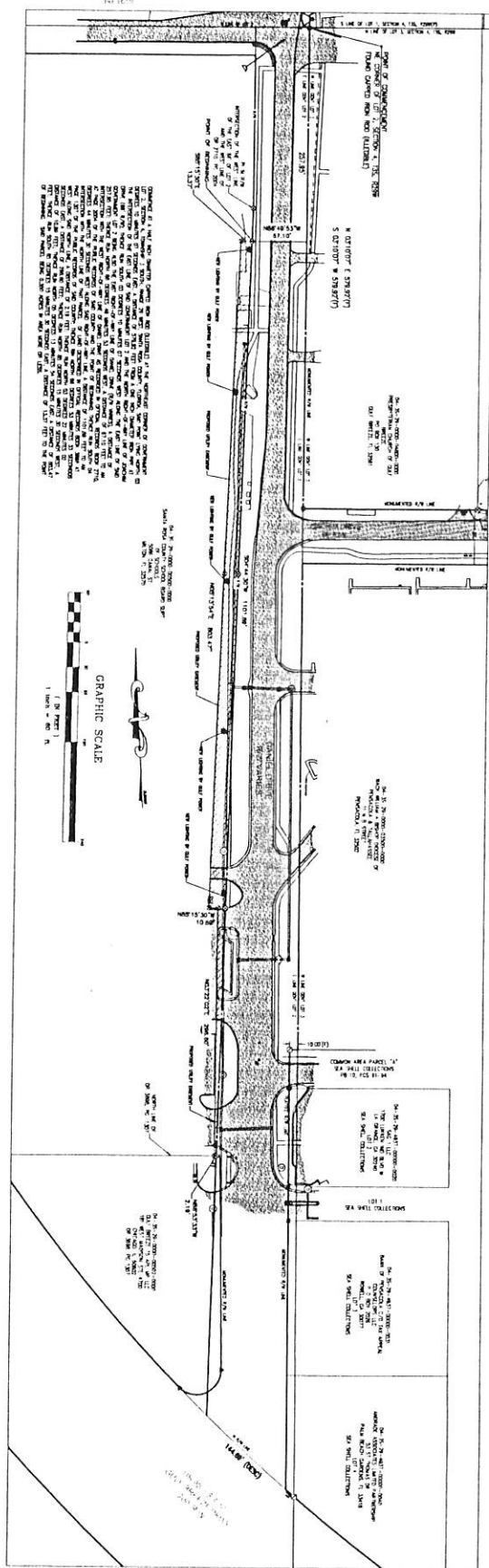
6. THE SURVEY WAS MADE BY MEANS OF THE FOLLOWING INSTRUMENTS:
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10. THE SURVEY WAS MADE BY MEANS OF THE FOLLOWING INSTRUMENTS:
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NOTE: UNLESS STATED OTHERWISE, NO TITLE SEARCH HAS BEEN FURNISHED NOR PERFORMED BY THE UNDERSIGNED TO DETERMINE ANY DEFECTS OR ENCUMBRANCES IN TITLE. THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP OR INTERESTS IN THE LAND SURVEYED NOR THE EXISTENCE OF ANY ENCUMBRANCES THEREON. THE SURVEYOR'S RESPONSIBILITY IS TO LOCATE AND MARK THE CORNERS AND BOUNDARIES OF THE TRACT DESCRIBED IN THE INSTRUMENT OF TITLE. THE SURVEYOR'S RESPONSIBILITY IS NOT TO DETERMINE THE VALIDITY OF THE INSTRUMENT OF TITLE OR THE RIGHTS OF THE PARTIES TO THE INSTRUMENT OF TITLE.

**SURVEYOR'S CERTIFICATE**  
I, DANIEL DRIVE, a duly licensed Surveyor in the State of Florida, do hereby certify that the survey shown herein was made by me or under my direct supervision and that the same was made in accordance with the provisions of the Florida Surveying and Mapping Act, Chapter 349, Florida Statutes, and the Rules and Regulations of the Florida Board of Surveying and Mapping.

STEVEN GARY BRYAN  
Professional Surveyor, License No. 49080 DATE

**BOUNDARY SURVEY**  
**DANIEL DRIVE**  
**RIGHT-OF-WAY & EASEMENT**  
**DALE BREEZE, FLORIDA**

**MCKIM & CREED**  
ENGINEERS SURVEYORS PLANNERS  
1708 North Parker Street - Pensacola, Florida 32501  
(904) 394-9555  
www.mckimandcreed.com  
Professional Seal of the State of Florida  
Surveying License Number 57971

Drawn By	SCR
Checked By	SCR
Job No.	1802000000
Date	2/27/19
Scale	1" = 60'
Field Date	
Surveyor	
Client	
Project	
Sheet	