

This Instrument was Prepared By:
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SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT (this “Agreement”) is made as of _____, 2023, by and between **PACE 5601 WOODBINE MOB, LLC**, a Florida limited liability company (“Grantor”) and **SANTA ROSA COUNTY, FLORIDA** a political subdivision of the State of Florida (“Grantee”).

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a five foot (5’) wide perpetual, non-exclusive easement for a concrete sidewalk (the “Sidewalk”) for pedestrian use only by the general public and for no other purpose, upon, over, and across the real property more particularly described on Exhibit “A” attached hereto and incorporated herein (the “Easement Area”). The foregoing easement is binding on and runs with the land.

2. No Structures. The Sidewalk shall contain no benches, bus stops, signs, or other similar improvements.

4. Maintenance and Repair. Grantee shall, at Grantee’s sole cost and expense (i) maintain the Sidewalk in a good and safe condition, and (ii) as necessary, repair and replace all or portions of the Sidewalk in order to keep the Sidewalk in a good and safe condition.

5. Grantor Reservations of Use. Grantor, its successors and assigns, reserves all rights of fee ownership in the Easement Area, including, without limitation, the right to use the Easement Area for any and all purposes that do not unreasonably interfere with the use of the Sidewalk as contemplated herein, including without limitation, the rights to (i) use the Easement Area for vehicular and pedestrian ingress and egress to Grantor’s property that includes and abuts the Easement Area, and (ii) to grant similar, other, or further easements and rights on, over, across or under the Easement Area for ingress, egress, utilities, and other purposes.

6. Indemnification. Grantee hereby agrees to indemnify Grantor for claims brought against Grantor only to the extent that they are found to result from the sole negligence of Grantee, its governing body, or its employees. This indemnification shall not be construed as a waiver of Grantee’s sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which Grantee could be liable under the common law interpreting the limited waiver of sovereign immunity.

7. Miscellaneous. All rights and remedies under this Agreement and at law or in equity shall be cumulative and not mutually exclusive. No delay or forbearance by any party in exercising any right or remedy under this Agreement shall constitute a waiver of any right or remedy. The invalidity or partial invalidity of any provision of this Agreement shall not affect or impair the remainder of any such provision or any other provision of this Agreement. This Agreement and the rights, obligations, and remedies of the

parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of choice or conflicts of laws.

8. Amendment. This Agreement may not be amended except in writing executed by both Grantor and Grantee in a recordable form, which amendment shall be recorded in the Public Records of Santa Rosa County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Signed, seal and delivered
in the presence of

“Grantor”

PACE 5601 WOODBINE MOB, LLC

Print

Name:

a Florida limited liability company

Print

Name:

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____, the _____ of PACE 5601 WOODBINE MOB, LLC, a Florida limited liability company, on behalf of said company, who is personally known to me or who produced _____ as identification.

Notary Public

[Signatures Continue on the Following Page]

“Grantee”

SANTA ROSA COUNTY, FLORIDA

By:

Name: _____

Title: Chairman

Attest:

_____, Clerk of Court

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____, Chairman of Board of County Commissioners of Santa Rosa County, Florida, a political subdivision of the State of Florida, who is personally known to me or who produced _____ as identification.

Notary Public

A4948769.DOCX

Easement Area

The eastern five feet (5.0') abutting Woodbine Road of the following described real property:

Commence at the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 31, Township 2 North, Range 29 West, Santa Rosa County, Florida, said point also being the Northwest corner of Cobblestone Villa as recorded in Plat Book F, Page 91, of the Public Records of said County; thence go South $89^{\circ}29'35''$ East along the North line of the South half of said Section 31 and the North line of said Cobblestone Villas a distance of 790.03 feet to the Northeast corner of said Cobblestone Villas and the Point of Beginning; thence continue South $89^{\circ}29'35''$ East along the said North line of the South half of Section 31 a distance of 453.22 feet to the curved Westerly right of way line of Woodbine Road (State Road No. 197-A, 100 foot right of way); thence go Southwesterly along said curved right of way line along the arc of a curve concave Easterly having a radius of 2914.93 feet ($\Delta = 04^{\circ}07'42''$, chord bearing = South $12^{\circ}13'56''$ West, chord distance = 209.99 feet) for an arc distance of 210.33 feet to the Northeast corner of Stonebrook Village Phase I as recorded in Plat Book E, at Page 29 of the Public Records of said County, said point also lying on the Northerly right of way line of Cobblestone Drive (private road, 110 foot right of way); thence departing said curved Westerly right of way line of Woodbine Road go South $53^{\circ}58'47''$ West along said Northerly Right of way line of Cobblestone Drive a distance of 28.77 feet, thence along said Northerly right of way line for the following 2 courses, go North $82^{\circ}00'44''$ West a distance of 81.35 feet to a point of curvature; thence go along the arc of a curve to the left having a radius of 1220.62 feet ($\Delta = 14^{\circ}21'02''$, chord bearing = North $89^{\circ}11'14''$ West, chord distance = 304.92 feet) for an arc distance of 305.72 feet to the Southeast corner of the aforementioned Cobblestone Villas; thence departing said Northerly right of way line go North $00^{\circ}00'11''$ East along the East line of said Cobblestone Villas a distance of 210.52 feet to the Point of Beginning, situated in Section 31, Township 2 North, Range 29 West Santa Rosa County, Florida.