

PREPARED BY:
Adam C. Cobb, of
EMMANUEL, SHEPPARD & CONDON
30 S. Spring Street
Pensacola, FL 32502

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this 4th day of October, 2021 (“**Effective Date**”), by and between SHH INVESTMENTS, LLC, a Florida limited liability company, as Successor Trustee of Coastal Resources Land Trust No. 5 (“**Grantor**”) and WALTON COUNTY, a political subdivision of the State of Florida (“**Grantee**”).

WITNESSETH THAT:

WHEREAS, Grantor is the owner in fee simple of certain real estate which is located in Walton County, Florida, as more particularly depicted and described in Exhibit A attached hereto and incorporated herein by reference (“**Grantor’s Property**”);

WHEREAS, Grantee has constructed a certain beach boardwalk located upon Grantor’s Property and extending from County Highway 30-A south to the dry sandy beach, as generally depicted in Exhibit A (“**Walkover**”); and

WHEREAS, the parties hereto wish to establish certain rights, easements, restrictions and obligations as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Easement. Grantor grants and conveys to Grantee and Grantee’s employees, agents, invitees, affiliates, licensees, representatives, successors, and assigns (collectively, “**Agents**”), subject to the terms, conditions and limitations hereinafter set forth, a perpetual, non-exclusive easement over and across Grantor’s Property for the following:

(a) To use, operate, improve, maintain, service, repair, inspect, remove, replace, and continue the Walkover for public beach access, and to perform other functions at or about Grantor’s Property reasonably necessary in furtherance of the forgoing;

(b) To use the dry sandy beach portion of Grantee’s Property for public beach access and recreation.

2. Additional Rights and Restrictions. The easement and the other rights granted to Grantee hereunder include the following rights and are subject to the following restrictions:

(a) So long as the Walkover or its replacement is in existence, it shall be and remain the responsibility of Grantee for the construction, use, operation, maintenance, relocation, replacement or removal of said Walkover. Notwithstanding the foregoing, Grantor shall remain responsible for all other maintenance related to the Easement Area except as provided in Section 2(e) and 2(f), below.

(b) Grantor and Grantor's employees, agents, affiliates, licensees, representatives, successors, and assigns may, but shall have no obligation to, at Grantor's sole cost and expense, construct a walkway or pathway which connects to the Walkover for the Grantor's Property's beach access. Any such construction shall be subject to the Grantee's prior written approval after having been provided plans, specifications and such other details as the Grantee may reasonably require. Any such construction shall be done by duly licensed and insured contractors, in a good and workmanlike manner, and in accordance with all applicable law. Grantor covenants that it will restore such portions of the Walkover disturbed by its, or its Agents', exercise of the rights granted hereby to as near its original condition as is practicable, ordinary wear and tear excepted. Grantor does hereby release and indemnify Grantee and Grantee's heirs, successors and assigns from any and all injury to persons or damage to property related to Grantor or its Agents' exercise of the rights granted under this subsection. So connecting to the Walkover shall preclude Grantor's, its successors' and assigns', ability to construct a separate private beach walkover upon Grantor's Property.

(c) Grantee shall not permit any lien to be filed against Grantor's Property for any work performed or materials delivered by or on behalf of Grantee, and shall cause any such lien to be released of record, bonded over or insured over within forty-five (45) days of notice thereof.

(d) Grantee and its employees, agents, affiliates, licensees, representatives, grantees, successors, and assigns shall have the right to do all acts and things requisite or reasonably necessary for the full enjoyment of the Easement hereby granted.

(e) Grantee covenants that it will restore such portions of Grantor's Property, disturbed by its, or its employees', agents', affiliates' licensees', representatives', grantees', successors', and assigns', exercise of the rights granted hereby to as near its original condition as is practicable, ordinary wear and tear excepted.

(f) Grantee covenants that it will clean and maintain the Easement Area free of litter and refuse and provide a trash container with regular trash pick-up so as to maintain the Easement Area as near its original condition as is practicable.

(g) For clarification, the Walkover shall not be relocated within the Grantor's Property without express written consent of Grantor, not to be unreasonably withheld conditioned or delayed. Additionally, Grantor shall have one option to require Grantee to

relocate all or a portion of the Walkover to another location or configuration upon Grantor's Property, which relocation or reconfiguration shall be at Grantee's sole cost and expense (the "**Option**"). Any relocation or reconfiguration of the Walkover contemplated by the Option shall at all times be sufficient to provide public beach access in substantially the same manner and capacity as the Walkover in its current location or configuration. The Option shall be exercised by Grantor by written notice to Grantee pursuant to the terms of this Agreement ("**Notice**"). Such Notice shall include details of the proposed relocated or reconfigured location of the Walkover upon Grantor's Property sufficient to allow Grantee to move forward with the relocation or reconfiguration without further inquiry to Grantor. Following receipt of the Notice, Grantee shall proceed to relocate or reconfigure the Walkover upon Grantor's Property as specified in the Notice as soon as reasonably practicable. Following exercise of the Option, Grantor shall have no further right to require the relocation or reconfiguration of the Walkover. For the avoidance of doubt and notwithstanding anything herein to the contrary, any relocation or reconfiguration of the Walkover contemplated by the Option shall be limited by the confines of all applicable law, including, without limitation, permitting and construction requirements.

(h) Grantor and Grantee mutually agree that there will not be an additional "setback" from the Easement Area. For clarification purposes, any improvements to the Grantor's property shall not be a greater setback than the Coastal Protection Zone (CPZ) or standard setbacks from the Grantor's property line. The Grantor's setbacks shall be as if the Easement does not exist.

3. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement, the Prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses and attorneys' fees (including, but not limited to, court costs and other expenses through all appellate levels) that it incurs in connection therewith. For purposes hereof, the term "**Prevailing Party**" includes, but is not limited to, a party to this Agreement who obtains legal counsel or brings any action against another party by reason of an alleged breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment. The provisions of this section shall survive the termination of this Agreement.

4. Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

5. Notices. All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be (notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

Grantee's Address: Walton County
Attn: County Administrator
Address: 76 N. 6th Street
DeFuniak Springs, FL 32433

With a copy to:

Emmanuel Sheppard & Condon
Attn: Adam C. Cobb
30 S. Spring Street
Pensacola, FL 32502
Email: acobb@esclaw.com

Grantor's Address: SHH Investments, LLC
Address: P.O. Box 4804
Santa Rosa Beach, FL 32459

With a copy to:

Watson Sewell, PL
Attn: Frank Watson
Address: 5410 E. County Highway 30A, Suite 201-202
Santa Rosa Beach, FL 32459
Email: frank@watsonsewell.com

6. Miscellaneous.

(a) The grants and other provisions contained herein constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. This Agreement and the provisions and covenants contained herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

(b) This Agreement is granted with the express condition that Grantee and/or its successors and assigns hereby release and indemnify Grantor and Grantor's heirs, successors and assigns from any and all injury to persons or damage to property related to the use of the Easement Area by Grantee or its Agents. Notwithstanding the forgoing, nothing herein is intended to serve as a waiver of sovereign immunity by Grantee to any fact, action or scenario whatsoever in which sovereign immunity applies. Nothing herein shall be construed as consent by Grantee to be sued by third parties in any matter arising out of any contract.

(c) The conditions, terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any state's conflict of laws principles.

(d) This Agreement may only be modified or amended by written agreement signed by Grantor and Grantee.

(e) By executing this Agreement, each party certifies it has the full right, title, power and authority to execute this Agreement, and all persons whose signatures are necessary to execute this Agreement on its behalf are duly authorized to and have duly executed this Agreement.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first set forth above.

Witnesses:
[Signature]
Printed Name: Walter B. [Signature]
[Signature]
Printed Name: [Signature]

GRANTEE

WALTON COUNTY, a political subdivision of the State of Florida

Sign: Trey Nick

Print: TREY NICK, CHAIRMAN

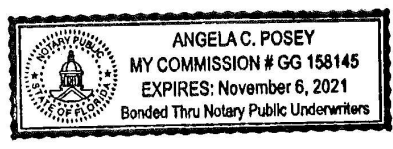
Title: _____

Attested by:

Walton County Clerk of Court

STATE OF FLORIDA)
COUNTY OF WALTON)

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization, this 4th day of October, 2021, by Trey Nick, as Chairman of Walton County, a political subdivision of the State of Florida, (✓) who is personally known to me or () who has produced personally known as identification.



Angela C Posey
Notary Public for the State of Florida

[NOTARY SEAL]

Witnesses:

Kimberly Smith
Printed Name: Kimberly Smith

Sheri Roe
Printed Name: Sheri Roe

GRANTOR

SHH INVESTMENTS, LLC, a Florida limited liability company, as Successor Trustee for Coastal Resources Land Trust No. 5

Sign: [Signature]

Print: Peter J. Hawkins

Title: manager

STATE OF FLORIDA)
COUNTY OF ~~WALTON~~)
OKALOOSA

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization, this 29th day of September, 2021, by _____, as _____ of SHH Investments, LLC, a Florida limited liability company, as Successor Trustee for Coastal Resources Land Trust No. 5 (✓) who is personally known to me or () who has produced _____ as identification.

Mary A. Wilkins
Notary Public for the State of Florida

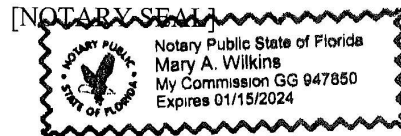


EXHIBIT A

GRANTOR'S PROPERTY

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT MARKING THE NORTHEAST CORNER JASMINE DUNE AS RECORDED IN PLAT BOOK 8 AT PAGE 34, AND THE SOUTHERLY RIGHT OF WAY OF E COUNTY HIGHWAY 30A (70' R/W) AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY S 70°24'36" E A DISTANCE OF 31.26 FEET TO A FOUND 4"X4" CONCRETE MONUMENT; THENCE LEAVING SAID RIGHT OF WAY S 02°59'43" W A DISTANCE OF 294.23 FEET TO A SET 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 02°59'43" W A DISTANCE OF 221.62 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE MEANDERING ALONG THE APPROXIMATE MEAN HIGH WATER LINE N 71°08'39" W A DISTANCE OF 31.15 FEET TO A POINT; THENCE LEAVING SAID LINE N 02°59'43" E A DISTANCE OF 222.38 FEET SET 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE N 02°59'43" E A DISTANCE OF 122.78 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED #3725; THENCE N 03°28'17" E A DISTANCE OF 42.13 FEET TO A FOUND 1/2" REBAR; THENCE N 02°50'23" E A DISTANCE OF 128.98 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.35 ACRES, MORE OR LESS.

AND

COMMENCE AT A FOUND 4"X4" CONCRETE MONUMENT MARKING THE NORTHEAST CORNER JASMINE DUNE AS RECORDED IN PLAT BOOK 8 AT PAGE 34, AND THE SOUTHERLY RIGHT OF WAY OF E COUNTY HIGHWAY 30A (70 FOOT R/W); THENCE ALONG SAID RIGHT OF WAY S 70°24'36" E A DISTANCE OF 31.26 FEET TO A FOUND 4"X4" CONCRETE MONUMENT AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY S 70°17'53" E A DISTANCE OF 36.84 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096 MARKING THE NORTHWEST PROPERTY CORNER OF THE PALMS AT SEAGROVE PHASE II AS RECORDED IN OFFICIAL RECORD BOOK 299 AT PAGE 836; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG SAID PROPERTY LINE S 01°44'43" W A DISTANCE OF 296.64 FEET TO A SET 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 01°44'43" W A DISTANCE OF 223.07 FEET TO A POINT ON THE APPROXIMATE MEAN HIGH WATER LINE OF THE GULF OF MEXICO; THENCE MEANDERING ALONG SAID APPROXIMATE MEAN HIGH WATER N 69°55'54" W A DISTANCE OF 48.77 FEET TO A POINT; THENCE LEAVING SAID LINE N 02°59'43" E A DISTANCE OF 221.62 FEET TO A SET 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE N 02°59'43" E A DISTANCE OF 294.23 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.49 ACRES, MORE OR LESS.

