

This instrument was prepared by:
William J. Nielander
Nielander Law Firm, P.A.
Attorneys at Law
172 East Interlake Boulevard
Lake Placid, Florida 33852

EASEMENT AGREEMENT

THIS INDENTURE is made this _____ day of _____, 2019, between SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida (herein called First party), GRANTOR herein, and SPRING LAKE IMPROVEMENT DISTRICT, a Florida Special District, herein called Second Party), GRANTEE.

WITNESSETH

- A. WHEREAS, the GRANTOR is the sole fee simple owner of the property described in Exhibit A, herein described as EASEMENT PROPERTY.
- B. WHEREAS, GRANTEE is the fee simple owner of the property described in that certain warranty Deed recorded at O.R. Book 2641, Page 1858, Public Records of Highlands County, Florida, herein described as Parcel 1.
- C. WHEREAS, GRANTOR has agreed to grant GRANTEE an easement over the EASEMENT PROPERTY for ingress and egress and for the installation of waterlines and utilities, including water mains and lines.

NOW, THEREFORE, for and in consideration of the mutual benefits hereunder and all mutual covenants and conditions contained herein, the parties hereby AGREE AS FOLLOWS:

- 1. GRANTOR does hereby grant and convey to GRANTEE, a non-exclusive easement for the purposes of installing, relocating, repairing, maintaining, altering, and operating underground water mains and lines in, into, upon, over, across and under the Westerly twenty-five (25) feet of the EASEMENT PROPERTY.
- 2. GRANTOR does hereby grant and convey to GRANTEE, a non-exclusive easement for ingress and egress, across, along and over the full width of the EASEMENT PROPERTY.
- 3. This AGREEMENT and provisions hereof shall run with the land, (both parcels 1 and the EASEMENT PROPERTY) and all benefits and responsibilities and liabilities hereof inure to the benefit and responsibility of the parties successors, beneficiaries and assignees.
- 4. After the installation of the water mains and any future maintenance thereof, Grantee will restore the EASEMENT PROPERTY to its preconstruction condition. Grantee shall also promptly repair any damage caused by breakage of the utility lines.

5. In the event of litigation to enforce this Agreement the losing party shall pay the prevailing party all costs, including a reasonable attorney's fee, incurred through appeals and post judgment collection.
6. GRANTOR reserves the right to use the surface over the easement so long as it does not interfere with the GRANTEE'S use of the easement for the installation of waterlines and utilities, including water mains and lines.
7. The effective date of this Agreement shall be when it is executed by all parties.

Signed, sealed and delivered in the presence of:

SEBRING AIRPORT AUTHORITY

 Printed Name: _____
 WITNESS

 Stanley H. Wells, as its Chairman

 Printed Name: _____
 WITNESS

 D. Craig Johnson, as its Secretary

**STATE OF FLORIDA
 COUNTY OF HIGHLANDS**

I HEREBY CERTIFY that on this day before me this ___ day of April, 2019, by Stanley H. Wells, as its Chairman and D. Craig Johnson, as its Secretary of SEBRING AIRPORT AUTHORITY, a body politic and corporate of the State of Florida, who are () personally known to me or () Produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed same.

 Printed Name: _____
 NOTARY PUBLIC
 My commission expires:

Signed, sealed and delivered in the presence of:

Board of Supervisors
Spring Lake Improvement District.

Printed Name: _____
WITNESS

Gary Behrendt, Chairman

Printed Name: _____
WITNESS

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day before me this ___ day of April, 2019, by Gary Behrendt, as Chairman of the Board of Supervisors, on behalf of Spring Lake Improvement District, personally appeared, and who is personally known to me or produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed same.

Printed Name: _____
NOTARY PUBLIC
My commission expires: