

ACCESS EASEMENT

This Easement Agreement (this "Agreement") is made and entered into as of ____ day of _____ 2023, by and among **CHERYL A. KEY and TROY L. KEY**, as Trustees under the Revocable Living Trust Agreement of Cheryl A. Key dated September 23, 1997 and **TROY L. KEY and CHERYL A. KEY** as Trustees under the Revocable Living Trust Agreement of Troy L. Key dated September 23, 1997 whose mailing address is 1001 Jacks Branch Road, Cantonment, Florida 32533 ("**Grantor**"), and **CHARLES E. ARNOLD, JR. and HILDA J. ARNOLD, individually and as Trustees** whose mailing address is 34110 Duck Road, Robertsedale, Alabama 36567 ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property located on Jacks Branch Road in Escambia County, Florida identified by Escambia County Parcel ID Nos. 061N314101000003 and 061N314101000000 (the "Key Property").

B. Grantee is the owner of that certain real property located on Jacks Branch Road in Escambia County, Florida identified by Escambia County Parcel ID No. 061N314101001001 (the "Arnold Property") and is located to the South and West of the Key Property.

C. Grantee acquired the Arnold Property by a deed which recognized that the property also included a "utility easement" and recorded in Official Record Book 4032 Page 0634.

D. Grantee desires to acquire from Grantor, and Grantor is willing to grant to Grantee, a non-exclusive ingress and egress access easement over the existing utility easement area and across a portion of the Key Property to Jacks Branch Road (the "Arnold Easement Area"). The Arnold Easement Area is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth hereafter, Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. Access Easement. Grantor hereby grants, bargains, sells and conveys unto Grantee a non-exclusive access easement on, over and across the Arnold Easement Area for ingress and egress to and from the Arnold Property. This Access Easement shall run with and be for the benefit of and appurtenant to the Arnold Property and may be used by Grantee, its successors, assigns and invitees, and this Agreement and the Access Easement shall run with, bind and burden the Key Property.
3. Reservations. Grantor reserves unto itself, its successors and assigns, the right at any time and from time to time, to construct, install, maintain, operate, repair, replace or remove, across the Arnold Easement Area, roads, utility lines and other improvements, facilities and structures for public or private purposes. If Grantor or Grantor's successors and assigns subsequently request relocation of all or any portion of the Easement, Grantee agrees to promptly execute and deliver to Grantor, or Grantor's successors and assigns such instruments and documents as may be required to release the Easement or any portion thereof granted under this instrument in return for a comparable easement as may be designated by Grantor, the expense of such relocation to be borne entirely by Grantor, its successors and assigns; provided, however, the relocated easement shall continue to provide Grantee, Grantee's successors and assigns with comparable paved access and utilities from its current terminus at the Arnold Property to its current terminus at Jacks Branch Road located to the East of the Grantor and Grantee properties.

4. Not a Public Dedication. Nothing contained in this Easement shall be deemed to be a conveyance or dedication of any portion of the Arnold Easement Area to the general public or for any public purpose whatsoever. It is also recognized that neither party shall be required to maintain or repair the roadway situated within the Easement.

5. Miscellaneous.

(a) No modification of this Easement shall be effective unless it is in writing and is signed by the then owner(s) of the Key Property and the Arnold Property.

(b) No waiver of any term or condition of this Easement shall be effective unless it is in writing and is signed by the person against whom enforcement of the waiver is sought, and then only in the particular circumstances specified. No failure by a person to exercise any right or privilege provided for herein, or to require timely performance of any obligation herein in strict accordance with the provisions hereof, shall preclude the exercise of such rights or privileges or the enforcement of such obligations in different circumstances or upon the reoccurrence of the same or similar circumstances. Moreover, the exercise of any remedy provided for at law, in equity, or herein shall not impliedly preclude the exercise of any other remedy except when, and then only to the extent that, the other remedy is expressly forbidden or limited by the provisions hereof.

(c) If any term, provision or covenant contained in this Easement shall be held invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term, provision and condition hereof shall be valid and enforceable to the fullest extent permitted by law.

(d) This Easement shall be governed and construed in accordance with the laws of the State of Florida, without regard to its principals of conflicts of law.

(e) Enforcement of the provisions of this Easement shall be by an appropriate proceeding at law or in equity against any person or entity violating or attempting to violate said provisions, either to restrain such violation, to enforce personal liability or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue hereof. In any action to enforce the provisions of this Easement, the non-prevailing party shall be obligated to pay the attorney's fees of the prevailing party or parties.

(f) Grantor and Grantee agree to perform, execute and deliver any and all such further acts, instruments and assurances as may reasonably be required to effect the provisions of this Easement.

(g) This Easement shall be recorded in the public records of Escambia County, Florida.

(h) The captions of the paragraphs in this Easement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(i) This Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows]

EXHIBIT A

ARNOLD EASEMENT AREA

Commence at the Southeast corner of Section 6, Township 1 North, Range 31 West, Escambia County, Florida; thence run N.00°21'37"E. along the East line of said Section for 1004.93 feet; thence run N.89°32'49"W. for 200.00 feet for the point of beginning; thence continue along the last course run N.89°32'49"W. for 40.00 feet; thence run N.00°21'37"E. for 1956.48 feet to the North line of South 1/4 of Southeast 1/4 of the Northeast 1/4; thence run S.89°38'14"E. along the North line of the South 1/4 of the Southeast 1/4 of the Northeast 1/4 for 213.67 feet to a point on the Westerly right-of-way line of State Road No. 97 (100'R/W) said point being on a curve concaved to the Southwest (having a radius of 1859.81 feet, a chord distance of 43.08 feet, a chord bearing of S.21°12'55"E. and a delta angle of 1°19'38"); thence run Southeasterly along the arc of said curve for 43.08 feet; thence run N.89°38'14"W. for 189.51 feet; thence run S.00°21'37"W. for 1916.48 feet to the point of beginning. And also, ✓

Commence at the Southeast corner of Section 6, Township 1 North, Range 31 West, Escambia county, Florida; thence run North 89°32'49"W. along the South line of said Section 6 for 819.89 feet; thence run N.00°20'35"E. for 429.84 feet for the point of beginning; thence continue along the last course run N.00°20'35"E. for 492.96 feet; thence run N.38°26'38"E. for 429.06 feet; thence run N.65°26'38"E. for 347.90 feet; thence run N.00°21'37"E. for 44.11 feet; thence run S 65°26'38"W. for 376.08 feet; thence run S.38°26'38"W. for 452.49 feet; thence run S.00°20'35"W. for 506.7 feet; thence run S.89°32'49"E. for 40.00 feet to the point of beginning. ✓