

RESOLUTION NO. 22-119

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING AN EASEMENT FROM THE SCHOOL BOARD FOR THE GAYLE'S TRAILS NEAR ARNOLD HIGH SCHOOL, AND AUTHORIZING THE PURCHASE OF TITLE INSURANCE IN THE AMOUNT OF \$18,162.08.

BE IT RESOLVED that

1. The appropriate officers of the City are authorized to execute and record on behalf of the City that certain Corrective Greenways and Trails Access Easement Agreement between the City and Bay County School Board, relating to conveyance of a Gayle's Trails easement near Arnold High School, in substantially the form **attached** and presented to the Council today.
2. The appropriate officers of the City are authorized to take all necessary actions to purchase title insurance on the new easement area described in the Easement Agreement, for the benefit of the Florida Department of Environmental Protection who holds a conservation easement on the land where the new trail will be constructed, in the amount of \$18,162.08.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 24th day of March, 2022.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

CORRECTIVE GREENWAYS & TRAILS ACCESS EASEMENT
(to revise legal description)

THIS GREENWAYS AND TRAILS ACCESS EASEMENT AGREEMENT (the "Agreement") is made this 25th day of March, 2022, between THE SCHOOL BOARD OF BAY COUNTY, FLORIDA, a school board duly organized and existing under the laws of the State of Florida (hereinafter referred to as "Grantor" or "School Board"), and the CITY OF PANAMA CITY BEACH, a municipality created by the State of Florida, whose address is 110 S. Arnold Road, Panama City Beach, Florida 32413 (hereinafter referred to as the "City").

WHEREAS, School Board is the fee simple owner of the real property located at 550 Alf Coleman Road, Panama City Beach, Florida, and identified by the Bay County Property Appraiser as Parcel No 34034-001-000 (hereinafter referred to as the "Parent Parcel");

WHEREAS, the greenways and trails to be constructed by City may become inconsistent with the rights and privileges of Grantor which are necessary and convenient for its full enjoyment and use of the Parent Parcel;

WHEREAS, Grantor and City desire to set forth their mutual understanding regarding the City's use of certain portions of the Parent Parcel.

NOW THEREFORE, Grantor and City, for and in consideration of the sum of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein contained, do hereby covenant and agree as follows:

1. **GRANT OF TRAIL AND ACCESS EASEMENT.**

(a) Subject to the terms and conditions hereinafter provided, Grantor hereby grants to the City, its successors and assigns, a perpetual, non-exclusive easement on, over and across that portion of the Parent Parcel more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (hereinafter referred to as the "Trail Easement Parcel") for pedestrian and bicycle access, ingress to and egress as part of a natural trails system (hereinafter the "Trail Facilities"), and for the purpose of constructing, installing, maintaining, repairing, altering, operating and accessing that trail on the Parent Parcel (the "Trail Easement"). No form of travel, other than by foot or bicycle, is authorized by this Trail Easement, including without limitation, travel by motorized vehicles, motorcycles, or all-terrain vehicles, except that motorized vehicles shall be authorized to enter any part of the Trail Easement for construction, maintenance, security or emergency purposes.

(b) The public is not authorized by this Trail Easement to access or enter any portion of the Parent Parcel outside of this Trail Easement for any purpose. The parties acknowledge that loitering, trespassing onto the Parent Parcel, overnight stays or extended-day usage, loud or interfering noise, including radios, CD players, amplified sound and the like, or alcoholic beverage consumption shall not be allowed by any person within the Trail Easement. Any violation of the terms and restrictions recited herein by an individual shall constitute grounds for immediate termination of the individual's right to use the Trail Easement and his immediate removal by lawful means from the Trail Easement. The parties agree and acknowledge that the City will enforce its Code of Ordinances relating to use of Gayle's Trails to ensure compliance with this sub-section (b).

2. **TRAIL IMPROVEMENTS.**

(a) **SIGNAGE.** The City will provide and maintain such directional and risk warning signage along and within the Trail Easement Parcel to give notice to those using such Trail Easement of potential hazards as City deems appropriate. The City will further provide and maintain such informational signage along the Trail Easement Parcel to identify the Trail Easement Parcel boundary and inform the public that entry onto the Parent Parcel is unauthorized for any purpose. The City and Grantor will work together on the design and content of the signage which will be intended to blend with the natural environment.

(b) **LANDSCAPING.** Concurrent with construction of the Trail Facilities, the City will install landscaping of a type mutually acceptable to the parties along the Trail Easement Parcel. Grantor will be responsible, at its sole expense, for maintenance of such landscaping, and the installation and repair of any irrigation necessary to maintain the landscaping.

3. **COST OF CONSTRUCTION.** The cost of construction of the Trail Facilities on, over and within the Trail Easement Parcel shall be paid by the City.

4. **MAINTENANCE AND REPAIRS.**

(a) Subject to the provisions of this Agreement, the City shall restore the surface of all disturbed areas within the Trail Easement Parcel to its original contour to the reasonable satisfaction of Grantor including but not limited to, all slopes for the drainage pattern within the Trail Easement Parcel that existed prior to commencement of construction or maintenance of the Trail Facilities, provided that such damage shall have been occasioned by the City's construction of the Trail Facilities.

(b) Following the construction of the Trail Facilities, the City, at its sole cost and expense, shall maintain, or cause to be maintained in good order and in a sightly and safe condition, those Trail Facilities. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Trail Facilities, the City shall, at its sole cost and expense, with due diligence, repair, restore and rebuild such Trail Facilities to their condition prior to such damage or destruction. Further, any user of the

Trail Facilities shall be liable for any damages to such Trail Facilities caused by such user's negligence or intentional misconduct.

5. **IMPROVEMENTS.** The parties acknowledge that except as set forth herein, no improvements other than trails, signage, fences and landscaping shall be constructed by the City or any other party within the Trail Easement Parcel, though existing utilities of the Grantor located within the Trail Easement Parcel may be relocated, repaired and maintained at City's expense. Grantor may use its parcel for any purpose not incompatible with the easements granted herein including, without limitation, the right to construct, modify, alter, maintain and use the roads, streets, parking areas, walkways and other improvements over, upon and across the same and to construct and install utility improvements, subject to all applicable regulations of the applicable governmental authorities, provided that such reserved rights do not obstruct or interfere with the easement rights herein granted. In the event Grantor determines that expansion of the Arnold High School Campus necessitates the placement or construction of buildings or structures within the Trail Easement Parcels, the parties agree that the Trail Easement Parcel may be relocated at Grantor's expense to another location on Grantor's Parent Parcel, provided, however, that the points of egress and ingress onto the Grantor's property are unchanged and the width of the easement is at no point less than 16' wide.

6. **OBLIGATION TO COMPLY WITH ALL LAWS AND REGULATIONS.** Grantor and the City shall comply with all governmental or quasi-governmental laws, ordinances, rules, and regulations of every kind pertaining to the easements granted herein or to the use and occupancy thereof, including without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. No party hereto will commit or suffer any waste of any of the easements granted herein, nor will they use or permit any use of any of the easements granted herein for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which any of the easements granted herein are subject.

7. **REMEDIES AND ENFORCEMENT.**

(a) In the event of a breach or threatened breach by any party or its permittees of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including specific performance.

(b) In addition to all other remedies available at law or in equity, upon the failure of a defaulting party (the "Defaulting Party") to cure a breach of this Agreement within thirty (30) days following written notice thereof by a party (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Party commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the non-defaulting party (the "Non-Defaulting Party") shall have the right to perform such obligation contained in this Agreement on behalf of the Defaulting Party and be reimbursed by the Defaulting Party upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the easement rights, a party may immediately cure the same and be reimbursed by the other party upon demand for the reasonable cost thereof.

(c) In addition to all remedies available at law or in equity, if the City's failure of enforcement of the duty enumerated in subsection 1(b) above results in a civil penalty issued by DEP to the Grantor for disturbance of the Conservation Easement located north of the Trail Easement Parcel, City agrees to reimburse Grantor for such civil penalty up to \$300,000.

(d) The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(e) Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any party to cancel, rescind, or otherwise terminate this Agreement.

8. **INDEMNIFICATION.**

9. **RUNNING OF BENEFITS AND BURDENS.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties hereto.

10. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

11. **CONSTRUCTION.** The rule of strict construction does not apply to these easement grants. These grants shall be given a reasonable construction so that the intention of the parties to confer a usable right of enjoyment on each party is carried out.

12. **NOTICE.** The addresses of Grantor and the City are as set forth in the initial paragraph. Any party may give written notice of change of address with the others. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph or to the last known address and shall be deemed given when placed in the mail.

13. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

14. **DELEGATION OF AUTHORITY.** The parties are public agencies as defined in 163.01(3)(b), and as such may exercise jointly with each other any power, privilege or authority which the parties share in common and which each might exercise separately. In order to see the Trail Facilities contemplated by this Easement Agreement fully realized, the parties agree that the City of Panama City Beach is authorized to apply on behalf of The School Board of Bay County, for the relocation of existing wetlands and conservation easements located on School Board property and the revision of any permits or easements related thereto. The School Board of Bay County, Florida, hereby delegates to the City Manager of the City of Panama City Beach, signatory authority for permit applications and information requested by Florida Department of Environmental Protection or the Army Corps of Engineers related to the revision of those permits

or relocation of those easements to accomplish the construction of the pedestrian trail contemplated by this Easement Agreement, provided however, that any such documents to be signed by the City on behalf of the School Board shall be reviewed by the Director of Facilities for Bay District Schools prior to such execution by the City and copies of any such documents executed by the City on behalf of the School Board be transmitted to the Director of Facilities for Bay District Schools following such execution and transmittal to the permitting agency. This signatory authority shall not extend to the execution of any documents conveying School Board realty, though the School Board understands and agrees that conveyance of amended deeds or easements are the foreseeable and desired result of such permit applications and revisions for which signatory authority is given. The signatory authority shall be terminated upon issuance of all permits necessary to construct the Trail Facilities. Any permit application fees and associated costs for such shall be borne entirely by the City.

15. **ENTIRE AGREEMENT; AMENDMENT.** The parties hereto agree that the entire agreement between the parties with respect to the easements is set forth in this instrument. This Agreement may be amended only by an instrument in writing and signed by the then owner of the Parent Parcel and the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and the City have hereunto set their hands and seals the day and year first above written.

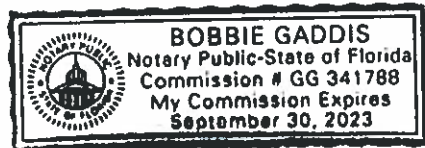
Witnesses:

Bobbie Gaddis
Name: Bobbie Gaddis
Karen Hall
Name: Karen Hall

By: [Signature]
Name: Bill Husfelt
Its: _____

STATE OF Florida
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 9 day of March 2022, by Bill Husfelt, as Superintendent of Bay District Schools, on behalf of the [corporation]. He is personally known to me or has produced a valid driver's license as identification.



Bobbie Gaddis
Notary Public, State of Florida
Name: Bobbie Gaddis
My Commission Expires: 9/30/2023
My Commission Number is: GG 341788

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY OF PANAMA BEACH, a
municipality created by the State of Florida

ATTEST:

By: *D. Whitman*
Drew Whitman, City Manager

Lynne Fasone
Lynne Fasone, City Clerk

STATE OF Florida
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 30th day of March 2022, by Drew Whitman and Lynne Fasone, as City Manager and City Clerk, respectively, of the City of Panama City Beach, on behalf of the City, and who are personally known to me.

V. Rebecca Cox
Notary Public, State of Florida
Name: *V. Rebecca Cox*
My Commission Expires: *04/01/2025*
My Commission Number is: *HH 112501*



Exhibit "A"

Legal Description of Trail Easement Parcel

MULTI USE PATH EASEMENT – BAY COUNTY SCHOOL BOARD

A PARCEL OF LAND LYING AND BEING IN SECTIONS 23, 24 AND 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND NAIL AND DISK STAMPED DRMP, MARKING THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED SOUTH 89 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 24, FOR A DISTANCE OF 32.43 FEET TO THE POINT OF BEGINNING. THENCE LEAVING SAID SOUTH BOUNDARY LINE PROCEED NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 216.67 FEET; THENCE SOUTH 83 DEGREES 32 MINUTES 57 SECONDS WEST; FOR A DISTANCE OF 17.29 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 42.88 FEET; THENCE NORTH 8 DEGREES 01 MINUTES 54 SECONDS WEST, FOR A DISTANCE OF 17.29 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 600.00 FEET; THENCE SOUTH 37 DEGREES 45 MINUTES 31 SECONDS WEST, FOR A DISTANCE OF 42.18 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 56.63 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF ALF COLEMAN ROAD; THENCE NORTH 37 DEGREES 45 MINUTES 31 SECONDS EAST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 62.18 FEET; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE PROCEED SOUTH 52 DEGREES 14 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 1269.28 FEET; THENCE SOUTH 88 DEGREES 06 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 778.34 FEET TO THE SOUTHWEST CORNER (ALSO MOST WEST CORNER) OF LOT 34, BREAKFAST POINT PHASE I, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGES 57 THROUGH 64 OF THE PUBLIC RECORDS BAY COUNTY, FLORIDA; THENCE SOUTH 70 DEGREES 26 MINUTES 17 SECONDS EAST, ALONG THE SOUTH BOUNDARY LINE OF SAID LOT 34, FOR A DISTANCE OF 154.72 FEET TO THE WESTERLY BOUNDARY LINE OF SAID BREAKFAST POINT PHASE I; THENCE SOUTH 23 DEGREES 46 MINUTES 42 SECONDS WEST, ALONG SAID WESTERLY BOUNDARY, FOR A DISTANCE OF 20.05 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY LINE PROCEED NORTH 70 DEGREES 26 MINUTES 17 SECONDS WEST, FOR A DISTANCE OF 157.15 FEET; THENCE NORTH 88 DEGREES 06 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 781.70 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 334.78 FEET TO THE POINT OF BEGINNING; CONTAINING 1.082 ACRES, MORE OR LESS.

And

LEGAL DESCRIPTION C.E. EXCEPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK STAMPED DRMP, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED SOUTH 89 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 25, FOR A DISTANCE OF 306.70 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE PROCEED SOUTH 0 DEGREES 46 MINUTES 10 SECONDS WEST, FOR A DISTANCE OF 181.56 FEET TO A POINT ON THE BOUNDARY OF CONSERVATION EASEMENT NO. 1, RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1511 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE LEAVING SAID BOUNDARY PROCEED SOUTH 88 DEGREES 6 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 778.34 FEET TO THE SOUTHWEST CORNER (ALSO MOST WEST CORNER) OF LOT 34, BREAKFAST POINT PHASE I; THENCE SOUTH 37 DEGREES 45 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 24.88 FEET; THENCE NORTH 88 DEGREES 6 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 748.24 FEET TO A POINT ON THE AFORESAID BOUNDARY OF CONSERVATION EASEMENT NO. 1; THENCE ALONG SAID BOUNDARY AS FOLLOWS: NORTH 23 DEGREES 53 MINUTES 1 SECOND WEST, FOR A DISTANCE OF 14.84 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 11.32 FEET TO THE POINT OF BEGINNING. CONTAINING 15,226 SQUARE FEET OR 0.350 ACRES, MORE OR LESS.

SUBJECT TO DRAINAGE EASEMENT NO. 2 AS RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1511; MITIGATION AREA FOR ACCESS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1501' BUFFER AREA AS RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1501, ALL RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

**AMENDED DEED OF CONSERVATION EASEMENT
STANDARD**

Prepared by:
Icarus Ecological Services

Return original or certified recorded document to:
Florida Department of Environmental Protection
Attn.: Whitney Bretana

THIS AMENDED DEED OF CONSERVATION EASEMENT is given this ___ day of December 2021, by ___ School Board of Bay County ___ ("Grantor") whose mailing address is 1311 Balboa Avenue, Panama City, Florida 32401 to the Florida Department of Environmental Protection (Department) ("Grantee") with third party enforcement rights to the U.S. Army Corps of Engineers ("Corps") ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

WITNESSETH

WHEREAS, on February 17, 1999, and pursuant to Department Permit No. 03-0147318-001-DF, and Corps Permit No. 99804918 (1P-DH), Grantor granted to the Department, with Third Party beneficiary rights to the Corps, a Conservation Easement, which was duly recorded in the Official Records Book 1850, Pages 1511-1524, Public Records of Bay County, Florida (the Conservation Easement);

WHEREAS, the School Board of Bay County and [Bay County trails] wish to extend an existing recreational trail system, connecting existing segments via a new boardwalk constructed through the Conservation Easement; and

WHEREAS, the parties have submitted a permit application to construct such a boardwalk, such that the construction shall have minimal impact to the Conservation Easement and shall otherwise conform to the requirements of the Conservation Easement, in application number 0397714-001-SFG/03.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor and the Department hereby voluntarily amend the previously-identified Conservation Easement.

The Conservation Easement is amended so that the third paragraph reads as follows (added terms underlined):

Except for such activities that are authorized under Department Permit Nos. 03-0147318-001-DF, and 0397714-001-SFG/03, and Corps Permit No. 99804918 (1P-DH), which include but are not limited to the creation, enhancement and maintenance of wellands as specified mitigation in said Permits, the following activities are prohibited on the Conservation Property:

The remainder of the terms of the previously identified Conservation Easement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Amended Conservation Easement to be executed as of the day and year first above written.

The School Board of Bay County ("Grantor"),

A Florida corporation or _____ (choose one)

By: [Signature]
(Signature)

Name: Bill Husfelt
(Print)

Title: Superintendent

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]
(Signature)

Name: Bobbie Gaddis
(Print)

By: [Signature]
(Signature)

Name: Karen Hall
(Print)

STATE OF FLORIDA

COUNTY OF Bay

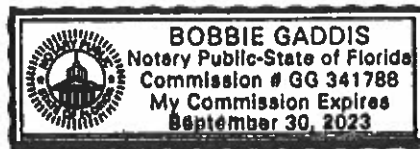
On this 9 day of March, 2022 before me, the undersigned notary public, personally appeared Bill Husfelt, the person who subscribed to the foregoing instrument, as the Superintendent (title), of Bay District Schools (corporation), a Florida corporation, or _____ (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or _____ (choose one) and the he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

[Signature]
(Signature)

Bobbie Gaddis
(Name)



My Commission Expires: 9/30/2023

EXHIBIT A

**[LOCATION MAP]
As in Conservation Easement**

EXHIBIT B

**[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION EASEMENT AREA]
As in Conservation Easement**

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET.
2. THIS SKETCH, MAP, AND REPORT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROVIDED TO DEWBERRY ENGINEERS, INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, ENCROACHMENTS, RIGHT-OF-WAYS, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
4. THIS IS NOT A BOUNDARY SURVEY.

LEGAL DESCRIPTION C.E. EXCEPTION

A PARCEL OF LAND LYING AND BEING IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A NAIL AND DISK STAMPED DRMP, MARKING THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED SOUTH 89 DEGREES 13 MINUTES 50 SECONDS EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 25, FOR A DISTANCE OF 306.70 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE PROCEED SOUTH 0 DEGREES 46 MINUTES 10 SECONDS WEST, FOR A DISTANCE OF 181.56 FEET TO A POINT ON THE BOUNDARY OF CONSERVATION EASEMENT NO. 1, RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1511 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE LEAVING SAID BOUNDARY PROCEED SOUTH 88 DEGREES 6 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 778.34 FEET TO THE SOUTHWEST CORNER (ALSO MOST WEST CORNER) OF LOT 34, BREAKFAST POINT PHASE 1; THENCE SOUTH 37 DEGREES 45 MINUTES 59 SECONDS WEST, FOR A DISTANCE OF 24.68 FEET; THENCE NORTH 88 DEGREES 6 MINUTES 39 SECONDS WEST, FOR A DISTANCE OF 748.24 FEET TO A POINT ON THE AFORESAID BOUNDARY OF CONSERVATION EASEMENT NO. 1; THENCE ALONG SAID BOUNDARY AS FOLLOWS: NORTH 23 DEGREES 53 MINUTES 1 SECOND WEST, FOR A DISTANCE OF 14.84 FEET; THENCE NORTH 52 DEGREES 14 MINUTES 29 SECONDS WEST, FOR A DISTANCE OF 11.32 FEET TO THE POINT OF BEGINNING. CONTAINING 15,226 SQUARE FEET OR 0.350 ACRES, MORE OR LESS.

SUBJECT TO DRAINAGE EASEMENT NO. 2 AS RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1511; MITIGATION AREA FOR ACCESS ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1501' BUFFER AREA AS RECORDED IN OFFICIAL RECORDS BOOK 1850, PAGE 1501, ALL RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

David Jon Bartlett
 Digitally signed by David Jon Bartlett
 Date: 2019.03.04 12:16:08 -06'00'
 DAVID JON BARTLETT, P.S.M. DATE SIGNED
 PROFESSIONAL SURVEYOR & MAPPER No. LS4018

Dewberry
 203 ABERDEEN PARKWAY
 PANAMA CITY, FLORIDA 32405
 PHONE: 850.522.0644 FAX: 850.522.1011
 WWW.DEWBERRY.COM
 CERTIFICATE OF AUTHORIZATION No. LB 8011

SKETCH OF DESCRIPTION CONSERVATION EASEMENT EXCEPTION BAY COUNTY SCHOOL BOARD PANAMA CITY BEACH BAY COUNTY, FLORIDA	DRAWING DATE: 03/04/2019	PROJECT NO. 50082146
	BY: DJB	S2
	APPROVED BY: FCR	
	SCALE: N/A	

EXHIBIT C

INTENTIONALLY LEFT BLANK

