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Brad E Embry Clerk of Circuit Court Okaloosa County, FL

OKALOOSA COUNTY, FLORIDA
Recording fee \$ _____

This instrument prepared by:
C. Jeffrey McInnis, Esq.
Anchors Smith Grimsley, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
(850) 863-4064

STATE OF FLORIDA
COUNTY OF OKALOOSA

GRANT OF EASEMENT
(Ingress/Egress)

IN CONSIDERATION of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RUCKEL PROPERTIES, INC., a Florida corporation, whose address is 1003C E John Sims Parkway, Niceville, Florida 32578 ("Grantor"), does hereby grant to the CITY OF NICEVILLE, FLORIDA, a Florida municipal corporation, whose address is 208 Partin Drive N, Niceville, Florida 32578 ("Grantee") a non-exclusive, perpetual easement with and for the right of vehicular access across and through that portion of Grantor's real property described in Exhibit "A" (the "Easement Parcel") attached hereto to benefit the real property owned by Grantee described in Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns, together with the rights to enter upon the Easement Parcel, provided however, Grantee shall not intentionally damage the contiguous land of Grantor, and will repair any and all such damage to the contiguous land that may occur and Grantor will defend the title to said Easement Parcel against all persons claiming by, through or under Grantor.

To the extent Grantee uses the Easement Parcel in question, Grantee shall be responsible for the maintenance, repair and replacement of the improvement to such Easement Parcel.

Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Parcel and to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights granted herein.

No alterations to the existing improvement to the Easement Parcel shall be made by Grantee or its successors or assigns without the prior written consent of Grantor, except for required maintenance, repair and replacement of the improvements.

No fencing, structures or planting may be placed on any portion of the Easement Parcel by the Grantee or its successors or assigns.

Neither this Easement or any rights of use in the Easement Parcel may be assigned by Grantee, or its successors or assigns to any party which is not the records owner of Grantee's property as more particularly described on Exhibit "B" attached hereto.

Additionally, Grantee agrees to indemnify and hold harmless Grantor from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of our use of the Easement Parcel by the Grantee, and their employees, contractors, agents, guests, licensees and invitees. The Grantee's liability shall not exceed the waiver limits of sovereign immunity under Florida law.

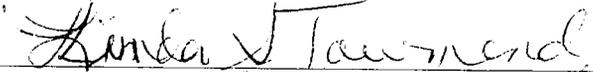
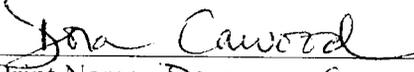
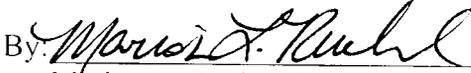
It is further understood and agreed that this easement shall run with the land and shall inure to the benefit of the real property described in Exhibit "B" hereto, whether owned by Grantee or Grantee's successors or assigns.

Grantor covenants with Grantee that Grantor is lawfully seized in fee simple of the above-described lands: that they are free from all liens and encumbrances whatsoever, except ad valorem taxes not yet due.

Grantor shall have no liability to Grantee or Grantee's successors or assigns by virtue of granting of this easement.

THIS AGREEMENT IS BEING DELIVERED AND IS INTENDED TO BE PERFORMED IN THE STATE OF FLORIDA, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THAT STATE. IN THE EVENT THAT ANY ACTION IS BROUGHT TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REIMBURSEMENT OF ALL REASONABLE ATTORNEYS FEES AND COSTS INCURRED, INCLUDING THOSE INCIDENT TO ANY APPEAL. THE PARTIES FURTHER AGREE THAT IN THE EVENT ANY LITIGATION IS BROUGHT TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT, THE EXCLUSIVE FORUM FOR SUCH CAUSE OF ACTION SHALL BE THE CIRCUIT COURT OF OKALOOSA COUNTY, FLORIDA.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument on the dates indicated below to be effective the 8 day of October 2025.

Signed, sealed and delivered in the presence of:	GRANTOR:
 Print Name <u>Linda S. Townsend</u> Address <u>105 Graham Ct</u> <u>Ft. Walton Bch, FL 32548</u>	RUCKEL PROPERTIES, INC., a Florida corporation
 Print Name <u>Dora Cawood</u> Address <u>206 Lodge Rd</u> <u>Freeport, FL 32439</u>	By:  Marion L. Ruckel, President and CEO 1003C E John Sims Parkway Niceville, Florida 32578
	Date: <u>10-8-25</u>

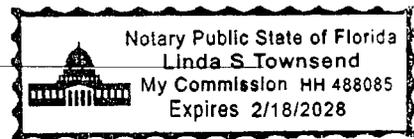
STATE OF FLORIDA)
COUNTY OF OKALOOSA)

Before me, the undersigned authority, the foregoing instrument was acknowledged and subscribed by means of physical presence or online notarization, this 8 day of October 2025 by MARION L. RUCKEL, in her capacity as President and CEO of RUCKEL PROPERTIES, INC., a Florida corporation, on behalf of the Corporation, who is personally known to me or who produced _____ as identification and who did not take an Oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Linda S. Townsend
Notary Public

Commission expires:



Signed, sealed and delivered in the presence of:	GRANTEE:
ATTEST: By <i>Wendy K. Farmer</i> Wendy Farmer, City Clerk 208 N Partin Drive Niceville, Florida 32578	CITY OF NICEVILLE, FLORIDA, a Florida municipal corporation By: <i>David Deitch</i> David Deitch, City Manager 208 N Partin Drive Niceville, Florida 32578 Date: <u>8 OCTOBER 2025</u>

STATE OF FLORIDA)
COUNTY OF OKALOOSA)

Before me, the undersigned authority, the foregoing instrument was acknowledged and subscribed by means of physical presence or online notarization, this 8 day of October 2025 by DAVID DEITCH, in his capacity as City Manager of CITY OF NICEVILLE, FLORIDA, a Florida municipal corporation, on behalf of the City, who is personally known to me or who produced _____ as identification and who did not take an Oath.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Wendy K. Farmer
Notary Public

Commission expires: 11-12-2026



EXHIBIT A

LEGAL DESCRIPTION:

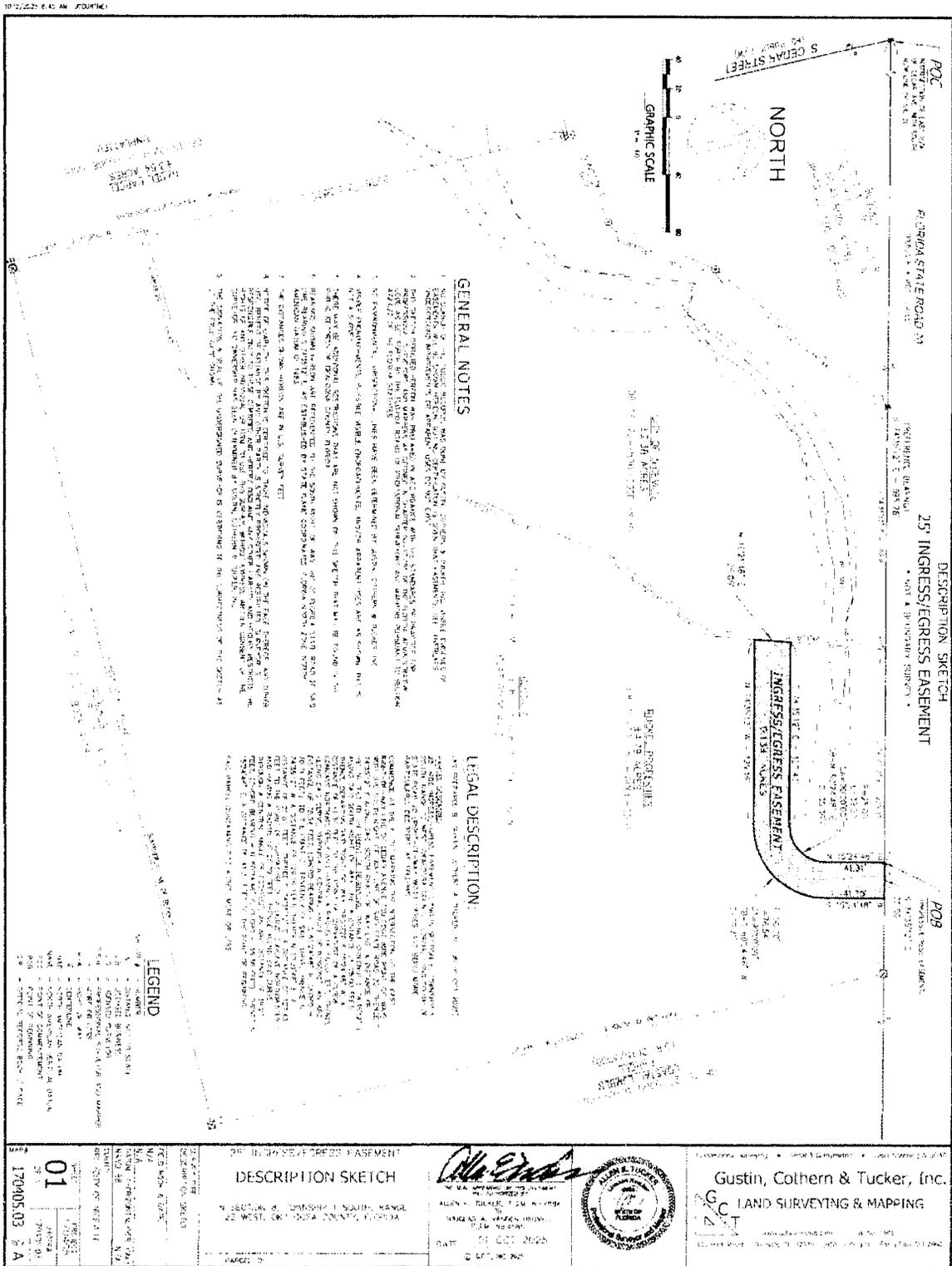
(AS PREPARED BY GUSTIN, COTHERN & TUCKER, INC. ON 01 OCT 2025)

PARCEL DESCRIBED

25' WIDE INGRESS/EGRESS EASEMENT, LYING IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD 20 (RIGHT-OF-WAY WIDTH VARIES) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE X-CUT MARKING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF CEDAR AVENUE (80 FOOT WIDE RIGHT-OF-WAY) WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 20; THENCE S 74°35'12" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 895.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 74°35'12" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEED S 15°24'48" W, A DISTANCE OF 41.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 78.54 FEET, (CHORD BEARING = S 60°24'48" W, CHORD = 70.71 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 74°35'12" W, A DISTANCE OF 129.16 FEET; THENCE N 19°21'48" E, A DISTANCE OF 25.05 FEET; THENCE S 74°35'12" E, A DISTANCE OF 127.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 39.27 FEET, (CHORD BEARING = N 60°24'48" E, CHORD = 35.36 FEET); THENCE N 15°24'48" E, A DISTANCE OF 41.31 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.13 ACRES, MORE OR LESS.



GENERAL NOTES

1. THIS SURVEY IS A FIELD SURVEY AND SHALL BE CONSIDERED A FIELD SURVEY UNLESS OTHERWISE INDICATED BY THE SURVEYOR'S NOTES.
2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
4. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
6. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
7. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
8. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
9. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.
10. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY OTHER SURVEYS OR RECORDS AFFECTING THIS SURVEY.

LEGAL DESCRIPTION

AS SHOWN ON THE SURVEY MAP, THE 25' INGRESS/EGRESS EASEMENT IS A STRIP OF LAND 25 FEET WIDE, COMMENCING AT THE CORNER OF THE PARCEL AND EXTENDING EAST TO THE CENTERLINE OF FLORIDA STATE ROAD 21. THE EASEMENT IS SHOWN AS A SHADDED AREA ON THE SURVEY MAP.

LEGEND

- 1. 25' INGRESS/EGRESS EASEMENT
- 2. BOUNDARY LINE
- 3. PROPERTY LINE
- 4. EASEMENT LINE
- 5. CENTERLINE
- 6. SURFACE OF ROAD
- 7. SURFACE OF DRIVEWAY
- 8. SURFACE OF SIDEWALK
- 9. SURFACE OF CURB
- 10. SURFACE OF GROUND
- 11. SURFACE OF WATER
- 12. SURFACE OF SKY
- 13. SURFACE OF UNDERGROUND
- 14. SURFACE OF AIR
- 15. SURFACE OF FIRE
- 16. SURFACE OF EARTH
- 17. SURFACE OF METAL
- 18. SURFACE OF WOOD
- 19. SURFACE OF BRICK
- 20. SURFACE OF CONCRETE
- 21. SURFACE OF ASPHALT
- 22. SURFACE OF GRAVEL
- 23. SURFACE OF SAND
- 24. SURFACE OF SOIL
- 25. SURFACE OF ROCK
- 26. SURFACE OF GLASS
- 27. SURFACE OF PAPER
- 28. SURFACE OF FABRIC
- 29. SURFACE OF LEATHER
- 30. SURFACE OF RUBBER
- 31. SURFACE OF PLASTIC
- 32. SURFACE OF CERAMIC
- 33. SURFACE OF METAL
- 34. SURFACE OF WOOD
- 35. SURFACE OF BRICK
- 36. SURFACE OF CONCRETE
- 37. SURFACE OF ASPHALT
- 38. SURFACE OF GRAVEL
- 39. SURFACE OF SAND
- 40. SURFACE OF SOIL
- 41. SURFACE OF ROCK
- 42. SURFACE OF GLASS
- 43. SURFACE OF PAPER
- 44. SURFACE OF FABRIC
- 45. SURFACE OF LEATHER
- 46. SURFACE OF RUBBER
- 47. SURFACE OF PLASTIC
- 48. SURFACE OF CERAMIC
- 49. SURFACE OF METAL
- 50. SURFACE OF WOOD
- 51. SURFACE OF BRICK
- 52. SURFACE OF CONCRETE
- 53. SURFACE OF ASPHALT
- 54. SURFACE OF GRAVEL
- 55. SURFACE OF SAND
- 56. SURFACE OF SOIL
- 57. SURFACE OF ROCK
- 58. SURFACE OF GLASS
- 59. SURFACE OF PAPER
- 60. SURFACE OF FABRIC
- 61. SURFACE OF LEATHER
- 62. SURFACE OF RUBBER
- 63. SURFACE OF PLASTIC
- 64. SURFACE OF CERAMIC
- 65. SURFACE OF METAL
- 66. SURFACE OF WOOD
- 67. SURFACE OF BRICK
- 68. SURFACE OF CONCRETE
- 69. SURFACE OF ASPHALT
- 70. SURFACE OF GRAVEL
- 71. SURFACE OF SAND
- 72. SURFACE OF SOIL
- 73. SURFACE OF ROCK
- 74. SURFACE OF GLASS
- 75. SURFACE OF PAPER
- 76. SURFACE OF FABRIC
- 77. SURFACE OF LEATHER
- 78. SURFACE OF RUBBER
- 79. SURFACE OF PLASTIC
- 80. SURFACE OF CERAMIC
- 81. SURFACE OF METAL
- 82. SURFACE OF WOOD
- 83. SURFACE OF BRICK
- 84. SURFACE OF CONCRETE
- 85. SURFACE OF ASPHALT
- 86. SURFACE OF GRAVEL
- 87. SURFACE OF SAND
- 88. SURFACE OF SOIL
- 89. SURFACE OF ROCK
- 90. SURFACE OF GLASS
- 91. SURFACE OF PAPER
- 92. SURFACE OF FABRIC
- 93. SURFACE OF LEATHER
- 94. SURFACE OF RUBBER
- 95. SURFACE OF PLASTIC
- 96. SURFACE OF CERAMIC
- 97. SURFACE OF METAL
- 98. SURFACE OF WOOD
- 99. SURFACE OF BRICK
- 100. SURFACE OF CONCRETE

<p>DESCRIPTION SKETCH</p> <p>25' INGRESS/EGRESS EASEMENT</p> <p>WEST, OKLAHOMA COUNTY, FLORIDA</p>	<p><i>Alan E. Tucker</i></p> <p>ALAN E. TUCKER</p> <p>REGISTERED PROFESSIONAL SURVEYOR</p> <p>NO. 12345</p> <p>STATE OF FLORIDA</p> <p>DATE: 10/08/2025</p>	<p>Gustin, Colthorn & Tucker, Inc.</p> <p>LAND SURVEYING & MAPPING</p> <p>17040503</p>
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EXHIBIT B

A PARCEL OF LANO, LYING IN SECTION 8, TOWNSHIP 1 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA, BEING THAT PORTION OF BLOCK E, LEOTA MILLER SUBDIVISION (PLAT BOOK 4, PAGE 18), LYING SOUTH OF FLORIDA STATE ROAD 20, EAST OF THE CHURCH PARCEL (OFFICIAL RECORDS BOOK 1830, PAGE 699) AND EAST OF THE NAGEL PARCEL (OFFICIAL RECORDS BOOK 1394, PAGE 1561), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE X-CUT MARKING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF CEDAR AVENUE WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID STATE ROAD 20; THENCE S 74 DEGREES 35 MINUTES 12 SECONDS E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 578.96 FEET TO THE X-CUT MARKING THE NORTHEAST CORNER OF THE AFORESAID CHURCH PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;

THENCE CONTINUES 74 DEGREES 35 MINUTES 12 SECONDS E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 168.87 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, PROCEEDS 19 DEGREES 21 MINUTES 48 SECONDS W, A DISTANCE OF 117.63 FEET; THENCE S 52 DEGREES 27 MINUTES 18 SECONDS W, A DISTANCE OF 90.94 FEET; THENCE S 37 DEGREES 37 MINUTES 21 SECONDS W, A DISTANCE OF 321.74 FEET; THENCE S 88 DEGREES 48 MINUTES 29 SECONDS W, A DISTANCE OF 106.48 FEET TO A POINT ON THE WESTERLY LINE OF BLOCK E AND COMMON EAST LINE OF THE AFORESAID NAGEL PARCEL; THENCE ALONG SAID COMMON EAST LINE, AND THE EAST LINE OF THE AFORESAID CHURCH PARCEL, THE FOLLOWING FOUR (4) CALLS:

1) N 02 DEGREES 08 MINUTES 55 SECONDS E, A DISTANCE OF 304.51 FEET; 2) N 82 DEGREES 01 MINUTES 39 SECONDS E, A DISTANCE OF 66.12 FEET; 3) N 38 DEGREES 37 MINUTES 26 SECONDS E, A DISTANCE OF 81.61 FEET; 4) N 53 DEGREES 31 MINUTES 20 SECONDS E, A DISTANCE OF 153.44 FEET TO THE POINT OF BEGINNING.