## **RESOLUTION 16-86**

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM GULF POWER FOR A PORTION OF THE NORTH PIER PARK DRIVE.

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Deed of Realty from Gulf Power Company, a Florida corporation, relating to conveyance of real property for a portion of the North Pier Park Drive, subject to reservations, use restrictions, and indemnification, to the City, for the purchase price of One Hundred Dollars (\$100), in the form attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

**PASSED** in special session this  $9^{\frac{1}{2}}$  day of  $\frac{1}{2}$  day of  $\frac$ 

CITY OF PANAMA CITY BEACH

Mike Thomas, Mayor

ATTEST.

Diane Fowler City Clerk

THIS INSTRUMENT WAS PREPARED BY: JAMES M. WEBER BEGGS & LANE, RLLP 501 COMMENDENCIA STREET PENSACOLA, FLORIDA 32502

DRAFT

RAISER'S ID#
KAISEKS ID#

DEED OF REALTY; RESERVED EASEMENTS AND EASEMENT RIGHTS AND RESERVATIONS, RESTRICTIONS, COVENANTS AND CONDITIONS; AND INDEMNITY, AND HOLD HARMLESS (HEREIN "DEED AND AGREEMENT").

STATE OF FLORIDA COUNTY OF BAY

KNOW ALL MEN BY THESE PRESENTS: That GULF POWER COMPANY, A FLORIDA CORPORATION (herein sometimes referred to as either "Grantor", "Company" or "Gulf /Gulf Power"), for and in consideration of One Hundred and no/100 Dollars (\$100.00), the understanding set forth below, and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto THE CITY OF PANAMA CITY BEACH, a municipal corporation of the State of Florida, with Grantee's address being 110 South Arnold Road, Panama City Beach, FL 32413 ("Grantee" or "City" whether singular, plural, masculine, feminine, or neuter), Grantee's successors and assigns, forever, the following described real property, situated and located in the County of Bay, State of Florida (herein, in its entirety, the "Property"), to-wit:

THAT CERTAIN REAL PROPERTY ("PROPERTY") THAT IS DESCRIBED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN AS IF SET FORTH HEREIN IN FULL, LESS AND EXCEPT AND SUBJECT TO THE GRANTOR'S RESERVED EASEMENT AND EASEMENT RIGHTS ("RESERVED EASEMENT OR RESERVED RIGHT OF WAY") AND THE RESTRICTIONS, COVENANTS AND CONDITIONS AS HEREINAFTER SET FORTH.

It is intended that the City use the Property for a public road right of way. As part of the consideration for this conveyance, Grantor and Grantee have also entered into an agreement with St. Joe Timberland Company of Delaware, LLC, a Delaware limited liability company, with its address being 133 South WaterSound Parkway, WaterSound, Florida 32413 (herein "St. Joe") granting Gulf Power rights to twenty (20) foot wide electric distribution easements (collectively, the "Gulf Easement") on St. Joe's property lying north of and abutting the east-west portion of the proposed road to be constructed on the Property, and also lying and abutting on each side of the north-south portion of the proposed road to be constructed on the Property, for its entire length, as said proposed road is generally depicted by the drawings on attached Exhibit "B". The precise location of the Gulf Easement within St. Joe's property shall be determined by Grantor, in Grantor's sole discretion, and subject to that certain Deed of Conservation Easement recorded in Official Records Book 3022, Page 1579, Public Records of Bay County, Florida, as amended and supplemented, which selection shall be after the execution of this document and in accordance with the following terms. It has been agreed that St. Joe will enter into an easement agreement with Grantor for the Gulf Easement, in a form reasonably acceptable to Grantor, as part of the consideration for the conveyance agreements made herein. As aforesaid, it is specifically understood and agreed that the Gulf Easement shall be adjacent to the proposed road intended to be constructed by Grantee as generally depicted on the drawings on Exhibit "B" attached hereto as said road is intended to extend both north and south, and east and west.

The Grantor herein excepts from this conveyance of the Property and reserves unto itself, and its successors and assigns, the following easements and easement rights, and such are excepted from said conveyance, and also imposes restrictions and conditions as hereinafter set forth, which shall run with the Property, to wit:

- Gulf Power Company (Grantor) excepts from this conveyance and reserves unto itself and its successors and assigns the following: the exclusive perpetual right and easement to construct, operate, maintain, repair, renew, change the size and/or number of pipelines for the transportation of any substance or commodity, and facilities for overhead and underground electric transmission, distribution and communication lines and all telegraph, telephone and communication lines, towers, poles, frames, wires, fibers, communication facilities and network, including but not limited to, fiber optic communication facilities, ducts, conduits, fixtures, anchors and guy wires, appliances and related facilities necessary or convenient in connection thereof, including the right to install grounding devices on Grantor's fences now or hereafter located on the below described property, which reservations and rights shall be exercised in such a way as to not unreasonably interfere with the use of the road right of way, together with the right and easement to transport, transmit, and distribute, in such a way as to not unreasonably interfere with the use of the road right of way, all substances, commodities, electricity, and communications, together with all rights and privileges necessary or convenient for the full enjoyment or use thereof, including without limitation the right of ingress and egress to and from said property and the right, privilege and authority to cut down, trim, chemically treat, dispose of, and keep clear all trees and undergrowth and other obstructions on said property, and such danger trees adjacent thereto as may now or hereafter injure, endanger, or interfere with the safe operation of said lines and any of the works on said Property, and further including the right to assign, apportion, grant, or permit the exercise of any or all rights described herein by others, on, over, across, above, upon and beneath the Property, all in such a way as to not unreasonably interfere with the use of the road right of way.
- B. It is understood and agreed that Grantee, its successors and assigns, will comply at all times with all National Electric Safety Code vertical and horizontal clearance requirements, including any and all amendments whatsoever thereto, with respect to the above property. Notwithstanding anything to the contrary herein, it is understood and agreed that Gulf Power will not construct poles, towers, or facilities on the surface of the proposed road right of way described herein, but with it being expressly understood and agreed that Gulf Power has the right to bore underneath the road right of way. Should Gulf Power cause any substantial damage or destruction to any portion of the road right of way in the exercise of Gulf Power's rights under this Deed and Agreement, it is then understood and agreed that Gulf Power will be responsible for either repairing the damage or paying the cost of such repair if the repair is performed by a third party.
- C. The Grantee shall have the right to use said Property as part of its proposed highway project, existing public trails, and maintenance of public utilities and, and for other purposes not inconsistent with the rights which the Grantor has herein reserved or may from time to time exercise hereunder and, except as permitted in this Deed, Grantee is prohibited from erecting any structures upon said Property except when approved by Grantor, in writing and in advance.
- D. Grantee and its successors, assigns, invitees, guests, licensees, and agents are hereby prohibited from parking any motor vehicles any closer than 25 feet to any existing or future towers or poles located on the Property.
- E. The following uses are considered consistent with Gulf Power Company's easement rights hereinabove reserved and do not constitute interference with Gulf's easement. These uses of the Property will not be objected to by Gulf Power Company provided all applicable code clearances are maintained:
  - 1. The construction of a road and/or utility and drainage crossing, or both, approximately perpendicular to the Gulf Power reserved right-of-way that are preapproved in writing by Gulf provided:
  - a. The road right-of-way or utility and drainage crossing is at least 25 feet from any Company pole, tower, anchor, guy or any facility, and
    - b. No adverse permanent grade alteration is required.
  - c. Fencing the edge of the right-of-way if it does not inhibit Gulf Power's ingress or egress.

- d. Placing fences across the right-of-way at approximately right angles, provided gates or easily removable sections at least 12 feet wide are included so as not to inhibit Gulf Power's access to all portions of the right-of-way, and provided Gulf Power can temporarily remove and/or permanently replace sections of the fence with other sections or gates.
- c. Cultivating crops with the understanding that the Company will
  not be liable for crop damage which may occur if Company vehicles are required in
  the area.
  - f. Grazing of livestock.
- g. Using the land for recreational purposes provided no structures, playground equipment or obstacles are erected which interfere with the easement.
- h. Signs, trees, or other structures less than 11 feet high which are at least 10 feet horizontal from the line conductors.
- F. The following uses of the Property are considered inconsistent with Gulf Power Company's easement rights and will not be permitted, as provided in the restrictions and reservations contained herein as herein reserved, and would constitute interference with those easement rights within the Property/right of way, to wit:
  - 1. Grantee hereby agrees that: (a) no permanent structures, facilities, or buildings other than the proposed highway or existing trail or utility facilities, and appurtenances related thereto, shall be placed or permitted in or on any portion of the real property subject to the Reserved Easement; and no light standards, poles, signs, trash receptacles, trees, bushes, shrubs, or other landscaping, that exceed eleven feet (11.0') in height, shall be placed or permitted in or on any portion of the real property subject to the Reserved Easement; (b) the present surface elevation of the real property subject to Gulf's Reserved Easement shall not be altered by either fill or excavation and shall never be used so as to come in conflict with minimum electric clearance requirements; (c) the height of any vehicle, trailer, or attachments on any vehicle, including radio antennae, crossing Gulf's Reserved Easement shall not exceed thirteen feet six inches (13' 6") in height; and (d) no vehicle, trailer, or other obstruction will be allowed to remain permanently parked on Gulf's Easement or parked on Gulf's Easement continuously for more than a total of forty-eight (48) continuous hours.
    - 2. No trailer or mobile home shall be parked or placed on the Property.
  - 3. Piling or accumulation of trash, junk, dirt, or other material not associated with construction, repair, or maintenance of highway, trail or utility facilities, as long as it does not exceed the height requirements set forth in paragraph (f)(1) above.
    - 4. Construction of dams, ponds, lakes or pools.
- G. The above described Property shall be held, sold, and conveyed subject to the foregoing and to the following easements, and the foregoing and following restrictions, covenants and conditions, which shall run with the said Property, and shall be binding on the Grantee and its successors and assigns and on all parties having any right, title, or interest in said Property or any part thereof, their heirs, successors and assigns, forever.
- H. Grantee shall also be entitled to utilize the Property for ingress, egress, and access, both pedestrian and for motor vehicles and landscaping, but not any buildings, which together with the uses set forth in subparagraph e. are referred to as (the "Improvements") and subject to the terms of this document may utilize the Property for uses not inconsistent with Grantor's reserved easements and rights. If Grantee intends to construct any Improvements upon the Property other

than the proposed highway and utilities contemplated in association therewith, it shall first provide Grantor detailed plans of the planned Improvements. Grantor reserves the right to review and approve such detailed plans for any Improvements to be placed upon the Property prior to work being initiated to construct the Improvements, which approval shall not be unreasonably withheld. Grantor shall never be required to raise the height of its transmission or distribution lines because of any of Grantee's Improvements.

- I. Grantee agrees that no future Improvements within the Property shall be constructed by Grantee within twenty-five feet (25.0') of any existing pole, structure, guy wire or anchor, which are associated with the electrical transmission or distribution lines, or the communication or fiber optic lines running over and across the Property. Grantor acknowledges that Grantee has existing trail and utilities located on the Property which may be located within twenty-five feet of existing wires or anchors, but not towers or poles, and Grantor agrees that Grantor shall not be required to relocate such facilities as they exist on the date of this conveyance. Grantee agrees to reimburse Grantor for any damage to Grantor's electrical transmission facilities which may be caused as a result of any of the activities of Grantee, its successors, assigns or invitees, upon the Property.
- J. Grantee agrees not to commit waste and not to commit or permit illegal use of the Property.
- K. Grantee recognizes that from time to time it will become necessary for Grantor to bring upon the Property vehicles and equipment to perform necessary repairs and maintenance of Grantor's facilities. Grantee acknowledges that Grantor has a right of access to the Property for such vehicles for such purpose.
- L. Grantee recognizes that the equipment of Grantor on the Property carries electricity at high voltage and that the possibility always exists of damage or injury to persons or property from electricity.

## M. Indemnification, Hold Harmless and Release.

The City hereby agrees to indemnify and hold harmless Gulf and its parent company, affiliates, employees, agents, officers and directors ("Indemnitees") from all claims, causes of action, judgments, and liabilities asserted against Indemnitees, including claims for bodily injury, death, and property damage (including attorneys' fees and legal expenses), but only to the extent that they arise from or result from the City's breach of this Deed and Agreement and/or from the negligence, gross negligence, or willful, wanton, or intentional misconduct of the City, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts or omissions of third parties, independent contractors or third party agents of the City, who shall be required by the City to provide their own indemnification. Notwithstanding any other provisions of this paragraph, the value of this indemnification and hold harmless is limited to the maximum sum of \$300,000 as a result of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$200,000 for any one claim or judgment or portions thereof.

To the extent not prohibited by applicable law, City, for itself and on behalf of its invitees who make use of the Property ("Releasors"), does hereby release, acquit and forever discharge Gulf, its parent company and affiliates, and each of Gulf's employees, agents, officers, and directors ("Releasees") of and from any and all known and unknown causes of action, damages, liabilities, costs, expenses, claims and demands of whatsoever kind or nature including claims for bodily injury, death, and property damage (including attorneys' fees and legal expenses) which Releasors now have or may ever have against Releasees on account of any and all known and unknown present or future injuries, losses and damages sustained or received or which may be sustained by Releasors or the property of Releasors occurring on, at or about the Property, resulting from any events concerning the construction of the highway and its subsequent use, maintenance, repairs or reconstruction, and whether in law or in equity and whether brought or asserted against Releasees now or in the future, except for any of the foregoing caused by the willful, wanton, or wrongful act of Gulf or its employees or agents.

N. Grantee, at its own cost and expense, shall be responsible for maintaining

general public liability and property insurance on the Property, with liability limits of at least \$1,000,000.00 per person per accident, incident, injury or death, for the benefit of both itself and of the Grantor, with Grantor being listed as an additional insured, and insuring against all liability of Grantee and its authorized agents, representatives, and invitees arising out of and in connection with Grantee's use and/or occupancy of the Property, and its construction and maintenance work on the Property.

O. Headings, if any, or when used, are for convenience purposes only and not for purposes of content.

TO HAVE AND TO HOLD unto the said Grantee, its successors and assigns, forever, as to the Property, with Reserved Easement in favor of Gulf Power.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed this instrument effective as of the last date set forth below.

Signed, sealed and delivered in the presence of:	GULF POWER COMPANY, a Florida Corporation
Sign:Print:	By:  Jim Fletcher  Vice President External Affairs and Corporate Services
Sign:Print:	Attest: Sharon A. Jordan Its Assistant Secretary  (Corporate Seal)
	Date: Grantor's Mailing Address is: One Energy Place Pensacola, Florida 32520–0093
STATE OF FLORIDA COUNTY OF ESCAMBIA	
2016, by Jim Fletcher and Sharon A. Joann Assistant Secretary, respectively, or	cknowledged before me this day of, ordan, Vice President External Affairs and Corporate Services f Gulf Power Company, a Florida corporation, on behalf of the wn to me, or have provided valid Florida Driver's Licenses as
	Notary Public, State of Florida at Large My Commission Expires: My Commission Number:

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## ACCEPTANCE BY The City of Panama City Beach

By execution of this document, The City of Panama City Beach does hereby accept this conveyance, subject to the foregoing excepted and reserved easements and easement rights, and the foregoing restrictions, covenants, conditions, indemnities, hold harmless, and releases, and agrees that it, its successors and assigns, and the above described Property are subject to all terms and conditions set forth above.

Dated this	day of	, 2016.
Signed, sealed and definithe presence of:	livered	The City of Panama City Beach, a political Subdivision of the State of Florida
Sign:		
Print:		By:
		Name: Mario Gisbert
Sign:		Its City Manager
Print		
(Official Seal)		Attest:  By: Diane Fowler  Its City Clerk
STATE OF FLORIDA COUNTY OF BAY	A	
2016, by Mario Gisbe	ert and Diane Fowler, a municipal corporati	nowledged before me this day of, City Manager and City Clerk respectively of The City o on of the State of Florida, on behalf of the City, who is a valid driver's license as identification.
		Notary Public, State of Florida at Large My Commission Expires:
		My Commission No.:
	LIMITEI	O JOINDER BY ST. JOE
reliance by Gulf Pow	er on receiving the "o of the separate writt is in favor of Gulf Po	ration referenced on page 1 above, St. Joe acknowledges Gulf Easement" and hereby ratifies and confirms the ten agreement with respect to one or more electric over, in the future, across its property described and/or
Signed, sealed and de in the presence of:	elivered	St. Joe Timberland Company of Delaware, LLC, a Delaware Limited Liability Company
Sign:		Ву:
Print:		Name:
Ciami		Title: Vice President
Sign: Print		•••••
Print		

## STATE OF FLORIDA COUNTY OF WALTON

2016 by	nent was acknowledged before me on this day of, as Vice President of St. Joe Timberland
Company of Delaware, L.L.C or has provided a valid Floric	., a Delaware limited liability company, who is personally known to me la Driver's License as identification, and did not take an oath.
	Notary Public, State of Florida at Large My Commission Expires: My Commission Number:

W:\WP60\35212-GULF POWER CO\DEED OF REALTY-JMW REV 032516 DOCX

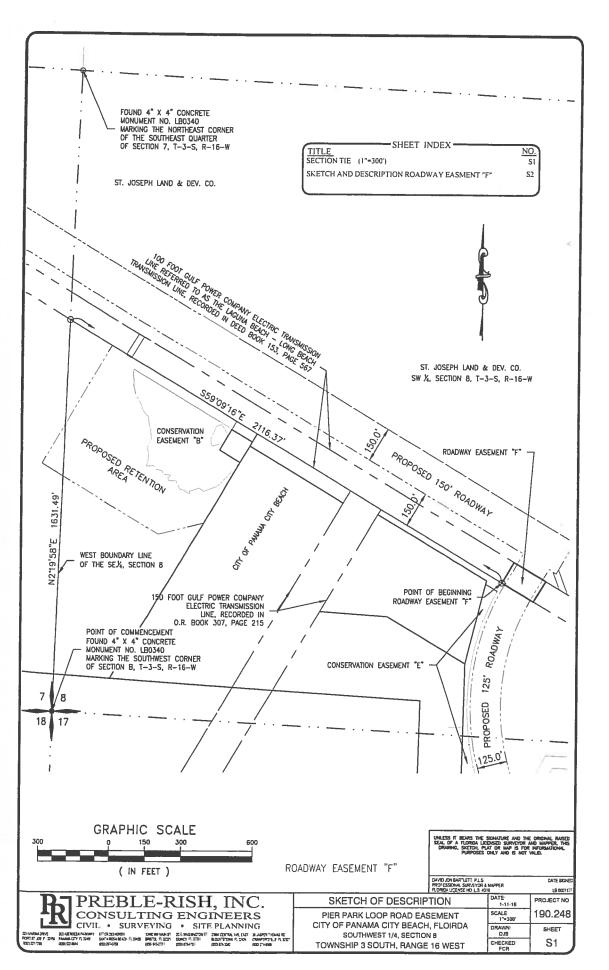
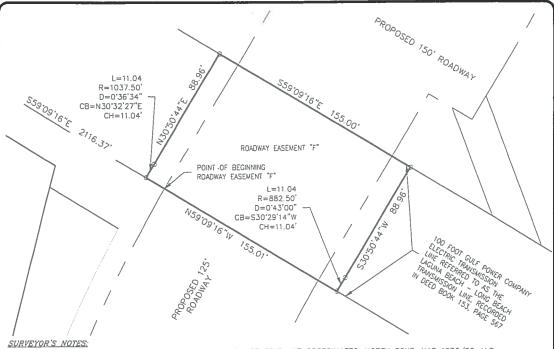


ExhibiT A



BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S.

BEARINGS SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE COORDINATES, NORTH ZONE, NAD 1983/90, U.S. SURVEY FEET.
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.

SOURCE OF INFORMATION: PREVIOUS SURVEY BY PREBLE-RISH, INC.
NO TITLE SEARCH, TITLE OPINION OR ABSTRACT WAS PERFORMED BY, NOR PROMDED TO PREBLE-RISH, 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.
THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF

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BAY COUNTY, FLORIDA.
THIS IS NOT A BOUNDARY SURVEY.

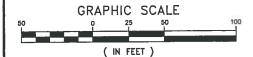
SHEET INDEX SI SECTION TIE (1"=300') S2 SKETCH AND DESCRIPTION ROADWAY EASMENT "F"

LEGAL DESCRIPTION PIER PARK ROADWAY EASEMENT "F"

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" BY 4" CONCRETE MONUMENT NO.0340 MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA AND PROCEED THENCE NORTH 02 DEGREES 19 MINUTES 58 SECONDS EAST, ALONG THE WEST BOUNDARY LINE OF SAID SOUTHWEST QUARTER, FOR A DISTANCE OF 1631.49 FEET TO A POINT ON THE SOUTHWESTERLY BOUNDARY LINE OF THE 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE REFERRED TO AS THE LAGUNA BEACH — LONG BEACH TRANSMISSION LINE, RECORDED IN DEED BOOK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS FAST ALONG SAID SOUTHWESTERLY BOUNDARY LINE FOR A DISTANCE OF 2116 37 FEFT TO A POINT ON BOUNK 153, PAGE 567 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA; THENCE SOUTH 39 DEGREES 30 MINUTES 16 SECONDS EAST, ALONG SAID SOUTHWESTERLY BOUNDARY LINE, FOR A DISTANCE OF 2116 37 FEET TO A POINT ON A CURVE CONCAVE THE SOUTHEAST FOR THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY BOUNDARY LINE PROCEED ALONG SAID CURVE, HAVING A RADIUS OF 1,037.50 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 36 MINUTES 34 SECONDS; THENCE PROCEED NORTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 11.04 FEET, (CHORD BEARING AND DISTANCE = NORTH 30 DEGREES 32 MINUTES 27 SECONDS EAST, FOR A DISTANCE OF 11.04 FEET); THENCE NORTH 30 DEGREES 50 MINUTES 44 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 88.96 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID 100 FOOT GULF LINE, FUR A DISTANCE OF 80.99 FELT TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE SOUTH 59 DEGREES 09 MINUTES 16 SECONDS EAST, ALONG SAID NORTHEASTERLY BOUNDARY LINE, FOR A DISTANCE OF 155.00 FEET; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY LINE PROCEED SOUTH 30 DEGREES 50 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 88.96 FEET TO A POINT ON A CURVE CONCAVE SOUTHEAST, HAVING A RADIUS OF 882.50 FEET, THROUGH A CENTRAL ANGLE OF 00 DEGREES 43 MINUTES 00 SECONDS; THENCE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTHWESTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 10.00 PROPERTY OF THE PROCEED SOUTH OF 11.04 FEET, (CHORD BEARING AND DISTANCE = SOUTH 30 DEGREES 29 MINUTES 14 SECONDS WEST, FOR A DISTANCE OF 11.04 FEET) TO A POINT ON THE AFORESAID SOUTHWESTERLY BOUNDARY OF THE 100 FOOT GULF POWER COMPANY ELECTRIC TRANSMISSION LINE; THENCE NORTH 59 DEGREES 09 MINUTES 16 SECONDS WEST, ALONG SAID SOUTHWESTERLY BOUNDARY LINE, FOR A DISTANCE OF 155.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,500 SQUARE FEET OR 0.355 ACRES, MORE OR LESS



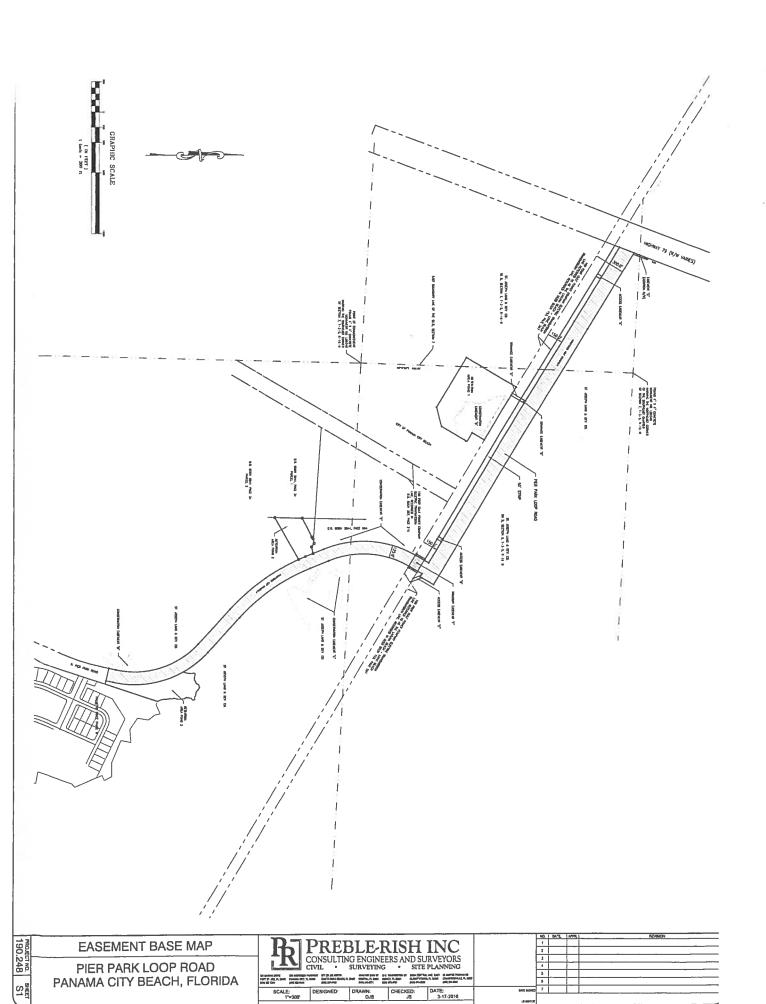
ROADWAY EASEMENT "F"

CATE SIGN

PREBLE-RISH, INC. CONSULTING ENGINEERS CIVIL . SURVEYING . SITE PLANNING EXAMPLES PARAMET EFFOR EXHIBITION THE REMAINST EXCHANGED FOR A STATE SAFFARES READ RESERVE PRETO, FISTER OWNER FISTER AND STATE AND STAT 2004 CENTRAL AND EAST TO AND THE BELLEVIEW REPORT AND THE BELLEVIEW REP

LS 000713 DATE PROJECT NO SKETCH OF DESCRIPTION 1-11-16 SCALE 1"+50" 190.248 PIER PARK LOOP ROAD EASEMENT CITY OF PANAMA CITY BEACH, FLOIRDA SHEET DJB SOUTHWEST 1/4. SECTION 8 S<sub>2</sub> CHECKED FCR TOWNSHIP 3 SOUTH, RANGE 16 WEST

EXLIBIT



1:01 - TS