

## UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

This Easement Agreement is made and entered into this 5 day of November, 2022, between the Jade East Towers Owners Association, Inc. ("Grantor"), whose principal office address is 1018 Hwy 98E, Destin, FL 32541, and Destin Water Users, Inc. ("DWU" or "Grantee") whose mailing address is P.O. Box 308, Destin, FL 32540, collectively referred to as the "Parties."

Grantor hereby grants this easement for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, according to the following terms and conditions:

1. Scope and Purpose. Grantor hereby grants DWU, its employees, contractors, and agents, a nonexclusive, perpetual utility easement with the right to construct, use, operate, inspect, repair, maintain, replace and remove pipe and other materials and equipment incidental to transmitting wastewater located beneath the surface of that portion of the Grantor's property situated in Okaloosa County, Florida and more particularly described as the Common Elements of Parcel 00-2S-22-1313-0000-0000. Grantor also grants to DWU the right of ingress and egress over the adjacent lands of the Grantor, its successors and assigns, for the purpose of this easement. DWU will own, operate and maintain the gravity collection system and force main system, but the Grantor remains responsible for the operation and maintenance of the sewer lateral system that connects to the main system.
2. Covenant Running With Land. The Easement Agreement and rights of each signatory hereunder, and all of the terms, provisions and obligations contained herein relating to such Easement, shall be covenants running with the land and burdening the title to the Easement Area.
3. Relationship of Parties. Nothing contained herein shall be deemed or construed to create a relationship of principle and agent, partnership, joint venture, or any association by or among the Parties.
4. Amendment. This Easement Agreement may be amended only by a writing that is signed and acknowledged by the Parties.
5. Notice. Any notice which must or may be given to shall be addressed to the most recent address furnished by such party in writing, or if no such address has been furnished, to the street address of such party then reflected on the official tax records of the Tax Collector of Okaloosa County, Florida.
6. Right to Enforce. Without limiting any remedy provided in this Easement Agreement, Grantors or Grantees, and their respective successors, shall have the right to enforce, by proceedings at law or equity, all easements imposed by the provisions of this Easement Agreement, including the right to prevent the violation of any such easements, restrictions or covenants and the right to

recover damages for such violation.

7. No Waiver. Failure to enforce any easement herein contained in any certain instance or any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other easement, covenant, or restriction.
8. Cumulative Remedies. All rights, options, and remedies of the Parties under this Easement Agreement are cumulative, and no one of them shall be exclusive of any other, and the Parties shall have the right to pursue any one or all of such rights, options, and remedies or any other relief which may be provided by law, whether or not stated in this Easement Agreement.
9. Severability. Invalidation of any one or a portion of the easements, covenants, or restrictions contained herein by judgment or court order shall in no way affect any other of the provisions of this Easement Agreement, which shall remain in full force and effect.
10. Singular Includes Plural. Whenever the context of this Easement Agreement requires same, the singular shall include the plural.
11. Attorney's Fees. In the event that an action is instituted to construe, interpret or enforce any of the provisions of this Easement Agreement or to declare the rights of a party hereunder or the successor or assignee of a party hereunder, the party prevailing in such action shall be entitled to recover from the other party thereto, as part of the judgment, reasonable attorneys' and paralegal assistants' fees and costs, whether incurred before, during or at trial, on appeal or in federal bankruptcy or reorganization proceedings.
12. Governing Law. This Easement Agreement is made in the State of Florida and the validity, construction, and enforceability of this Easement Agreement and each of its provisions shall be governed by applicable laws of the State of Florida.
13. Counterparts. This Easement Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

**SIGNATURES ON FOLLOWING PAGE**

Signed, sealed and delivered in the presence of:

Susan L Richards

Print witness name:

[Signature]

Robin Carroll

Print witness name:

[Signature]

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 5 day of November, 2022 by John Campanelli, as authorized representative for the [GRANTOR],  who is personally known to me or  who produced as identification and who did not take an oath.

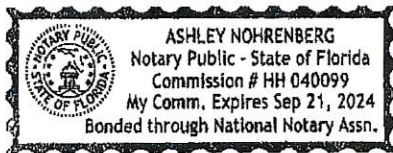
GRANTOR

[Signature]

President, Jade East Towers Owners Assoc., Inc.

John Campanelli

Print name



[Signature]  
Notary Public

Signed, sealed and delivered in the presence of:

Karen P. McAfee

Print witness name:

[Signature]

Kim Wright

Print witness name:

[Signature]

STATE OF Florida

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of NOVEMBER, 2022 by Lockwood WERNET, as authorized representative for Destin Water Users, Inc.,  who is personally known to me or  who produced \_\_\_\_\_

GRANTEE

[Signature]

Lockwood WERNET

Lockwood Wernet, General Manager  
Destin Water Users, Inc.

as identification and who did not take an oath.

*Mary Lou Lawson*  
\_\_\_\_\_  
Notary Public

