

This Instrument prepared by:  
Herbert W.A. Thiele, Esq., County Attorney  
Leon County Attorney's Office  
301 South Monroe Street, Suite 202  
Tallahassee, Florida 32301

Parcel ID 140826 D0170

**EASEMENT FOR HOUSE ENCROACHMENT AREA**  
**(With Conditional Expiration Upon Occurrence of Stated Events)**

THIS EASEMENT (the "Easement"), made and executed this \_\_\_ day of \_\_\_\_\_ 2009, by **LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, having a mailing address of 301 South Monroe Street, Tallahassee, Florida 32301, as Grantor, to, **PINE LANDINGS, L.L.C., a Florida limited liability company, a/k/a PINE LANDING, LLC, limited liability company**, whose post office address is 1400 Village Square Blvd., Unit 3, Tallahassee, FL 32312, as Grantee.

**WITNESSETH:**

WHEREAS, Grantee is the fee simple owner of a residential lot (Parcel ID 140826 D0170) located at 8407 Ivy Mill Way, Tallahassee, Leon County, Florida, within the Sable Chase subdivision (hereinafter the "Property") upon which it constructed a single-family house (hereinafter the "House"); and

WHEREAS, Grantor acquired an easement interest in the 10-foot utility easement encumbering the Property along its road frontage by virtue of Grantor's acceptance of the dedication contained in the subdivision plat of Sable Chase recorded at Plat Book 15, pages 40 through 44, Official Records of Leon County, Florida (the "Utility Easement"); and

WHEREAS, after the construction of the House, a survey revealed that a small corner portion of the House encroaches into the Utility Easement as depicted in the sketch attached hereto as Exhibit "A" and incorporated herein by this reference (the "House Encroachment Area"); and

WHEREAS, Grantor and Grantee acknowledge and agree that the encroachment does not adversely impact Grantor's use of the Utility Easement and that the cost of removal of the House from within the Utility Easement would be significant and unduly burdensome on Grantee; and

WHEREAS, by virtue of the conveyance of this Easement, Grantor and Grantee wish to resolve any dispute over their rights and obligations regarding Grantee's continued use of the House within the House Encroachment Area; and

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and Grantee's waiver and release of any claims against Grantor as set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive

conditional easement for the purpose of maintaining the existing House in, over, under, on, and through the House Encroachment Area, legally described and depicted as follows:

**See Exhibit "A", attached hereto and made a part hereof, for depiction of House Encroachment Area.**

THE RIGHTS GRANTED HEREIN shall be perpetual, but shall expire upon the occurrence of either of the following events: (i) the demolition of the House and Grantor's subsequent recording of a Notice of Termination of Easement in the Official Records of Leon County, Florida; or (ii) the damage or destruction of the House to an extent that results in repair, maintenance, remodeling, or reconstruction with a cost greater than 50 percent of the value of the House improvements at the time of such damage or destruction, and Grantor's subsequent recording of a Notice of Termination of Easement in the Official Records of Leon County, Florida.

FURTHERMORE, THE RIGHTS GRANTED HEREIN are given, in part, by Grantor in consideration and exchange for the following waivers, releases, and covenants given by and from Grantee: (i) Grantee hereby waives and releases any and all claims against Grantor for any easement or other property rights in the Utility Easement, except for those granted herein, or to otherwise quiet title in any part of the Utility Easement; and (ii) Grantee hereby covenants to defend and hold Grantor harmless against any and all claims for damage arising from any use by, or on behalf of, Grantee, their successors, assigns, of the House Encroachment Area.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor, joined by Grantee for the sole purpose of evidencing their obligations under the covenants stated herein, have caused these presents to be duly executed the date first above written.

**LEON COUNTY, FLORIDA**

By: \_\_\_\_\_  
Bob Rackleff, Chairman  
Board of County Commissioners

Date: \_\_\_\_\_

ATTEST: Bob Inzer, Clerk of Circuit Court

Approved as to Form:

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Attorney

Signed, seal and delivered  
in the presence of

PINE LANDINGS, L.L.C., a Florida  
limited liability company  
a/k/a PINE LANDING, LLC, limited  
liability company

[Signature]  
Print Name: W. Crit Smith

By: [Signature]  
Porter E. Chandler  
Its: Managing Member

[Signature]  
Print Name: Annie R. Black

STATE OF FLORIDA  
COUNTY OF LEON

Sworn to and subscribed before me this 23rd day of October, 2009 by Porter E. Chandler of Pine Landings, LLC  
(Individual's Name) (Name of Corporation, Partnership or Trust)  
on behalf of the Corporation, Partnership or Trust who is personally known to me or who has produced as identification.

Notary's Signature: [Signature]  
(Print, type or stamp name of notary public)



