

Prepared by:  
Robert O. Beasley  
Litvak Beasley Wilson & Ball, LLP  
40 Palafox Place, Suite 300  
Pensacola, FL 32502

**TERMINATION OF EASEMENT**

THIS TERMINATION OF EASEMENT is made and entered into this 19<sup>th</sup> day of May, 2020, by and between Emerald Coast Utilities Authority ("ECUA"), and James E. Inman and Mary W. Inman, individually, and as Trustees under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustees under the Revocable Living Trust Agreement of Mary W. Inman, dated December 3, 2007, ("Inman").

WITNESSETH:

WHEREAS, Inman are the owners of the property described in the **Exhibit A** attached hereto (the "Inman Property"); and

WHEREAS, ECUA currently has easement rights to the entirety of the former right-of-way of Bay Boulevard, generally located fronting Pensacola Bay between Blount Street and Perry Avenue. Per City Ordinance 25-88, passed in 1988, that right-of-way was vacated by the City of Pensacola. ECUA, among other entities, Easement rights for the purposes of locating and maintaining public utilities (the "Easement"); and

WHEREAS, Inman contacted ECUA and has requested that ECUA abandon its rights in the retained easement within the limits of the Inman Property; and

WHEREAS, ECUA Staff have determined that the portion of the Easement that resides within the limits of the Inman Property does not contain any ECUA infrastructure. Additionally, it is unlikely that ECUA would install any infrastructure in the future, as this area is currently already being fully served by water and sewer facilities located in the adjacent rights-of-way

WHEREAS, the parties desire that ECUA terminate its rights to a portion of the Easement that lies within the Inman Property, which is more particularly described in **Exhibit B** attached hereto (the "Terminated Portion of the Easement").

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Adoption of Recitals. The recitals set forth above are hereby acknowledged and affirmed as true, accurate and correct and are hereby incorporated herein.

2. Termination of Easement. ECUA and Inman hereby agree that any all rights of ECUA to the Terminated Portion of the Easement are hereby terminated, extinguished, and cancelled.

3. Counterparts. This Agreement and any amendments hereto may be executed in counterparts, each of which shall be deemed an original and such counterparts shall constitute but one and the same instrument.

4. Binding Effects. All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

*(end of text -- signature pages to follow)*

IN WITNESS WHEREOF, ECUA has executed these presents on the 19<sup>th</sup> day of May, 2020.

Signed, sealed and delivered in the presence of:

EMERALD COAST UTILITIES AUTHORITY

Timothy M. Haag  
Print Name TIMOTHY M. HAAG  
Nathalie R. S.B.  
Print Name NATHALIE R. BOWERS

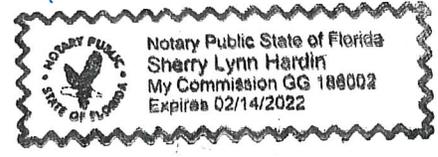
J. Bruce Woody  
By: J. Bruce Woody  
Its: EXECUTIVE DIRECTOR

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2020, by J. Bruce Woody, as Executive Director of Emerald Coast Utilities Authority.

Sherry Lynn Hardin  
NOTARY PUBLIC  
Print Name: Sherry Lynn Hardin

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_



IN WITNESS WHEREOF, James E. Inman has executed these presents on the 11<sup>th</sup> day of May, 2020.

James E. Inman

James E. Inman, individually and as Trustee under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman dated December 3, 2007

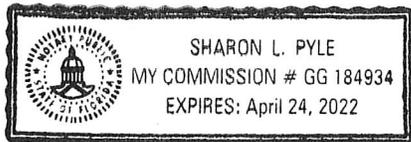
Witnesses:

Anna Marie Usby  
Print Name ANNA MARIE USBY

Trish Foxworth  
Print Name TRISH FOXWORTH

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of May, 2020, by James E. Inman, individually and as Trustee under the Revocable Living Trust Agreement of James E. Inman, dated December 3, 2007, and as Trustee under the Revocable Living Trust Agreement of Mary W. Inman dated December 3, 2007.



Sharon L. Pyle  
NOTARY PUBLIC  
Print Name: Sharon L. Pyle

X Personally Known  
OR  
Produced Identification  
Type of Identification Produced \_\_\_\_\_

IN WITNESS WHEREOF, Mary W. Inman has executed these presents on the 11<sup>th</sup>  
day of May, 2020.

Mary W. Inman

Mary W. Inman, individually and as Trustee  
under the Revocable Living Trust Agreement of  
Mary W. Inman, dated December 3, 2007, and  
as Trustee under the Revocable Living Trust  
Agreement of James E. Inman dated December  
3, 2007

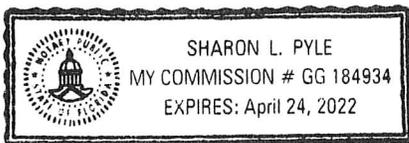
Witnesses:

Anna Marie Usley  
Print Name ANNA MARIE USLEY

Trish Foxworth  
Print Name TRISH FOXWORTH

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of  
May, 2020, by Mary W. Inman, individually and as Trustee under the Revocable  
Living Trust Agreement of Mary W. Inman, dated December 3, 2007, and as Trustee under the  
Revocable Living Trust Agreement of James E. Inman dated December 3, 2007.



Sharon L. Pyle  
NOTARY PUBLIC  
Print Name: Sharon L. Pyle

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_

## EXHIBIT "A" PROPERTY

### PARCEL I

Commence at the Northwest corner of Block 66, East Pensacola, according to a map of East Pensacola drawn by J. E. Kauser, C.E., in 1893, and recorded in Deed Book 77 at page 520 of the public records of Escambia County, Florida; thence Easterly along the North line of said Block 66 for a distance of 177.1 feet to the point at which a fence intersects the said North line, said point being the point of beginning; thence continue Easterly along the said North line of said Block 66 and extensions thereof a distance of 264 feet, more or less, to an old fence located along the bluff line; thence Southerly deflecting 104 degrees 02 minutes to the right along the said old fence located along the bluff line for a distance of 104 feet, more or less, to the point at which an Easterly extension of the South line of Lot 9 of said Block 66 intersects the said fence line; thence Westerly deflecting 75 degrees 44 minutes to the right along the said South line of Lot 9 and extensions thereof for a distance of 238.6 feet to the point at which a fence intersects the Westerly extension of said South line; thence Northerly deflecting 90 degrees to the right along a fence for a distance of 100 feet to the point of beginning; said property lying and being in Section 5, Township 2 South, Range 29 West, City of Pensacola, Escambia County, Florida; it being the intention thereof to include in the above described property all of Lots 9, 10, 11, and 12 of said Block 66, East Pensacola and all property lying Westerly of said lots between the Westerly extension of the North line of said Lot 12 and the Westerly extension of the South line of said Lot 9 to an existing fence and all of the property lying Easterly of said lots between the Easterly extension of the North line of said Lot 12 and the Easterly extension of the South line of said Lot 9 to an existing fence along the old bluff line.

Together with all of Grantors' right, title and interest in the following described property which is substantially identical with the legal description of Parcel I, to wit:

### PARCEL II

Lots 9, 10, 11 and 12 block 66 East Pensacola Heights and the East half of the 20 foot wide alley fronting on the Westerly boundary lines of said Lots 9, 10, 11 & 12 Block 66 East Pensacola Heights, according to map recorded in Deed Book 77 at Page 520, of the public records of Escambia County, Florida, said alley having been vacated by the City of Pensacola and that vacated portion of Bay Blvd lying East of Lots 9, 10, 11 & 12 Block 66 East Pensacola Heights as vacated in Order 25-88, as recorded in the public records of the City of Pensacola, Escambia County, Florida.

#### MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a capped iron rod located at the intersection of the East right of way line of Scenic Highway and the North line of Block 66 East Pensacola Heights plat as recorded in Deed Book 77 at Page 520 in the public records of Escambia County, Florida also being the south right of way line of East Blount Street (60' r/w); thence go South 83 degrees 44 minutes 25 seconds East along said South right of way line of East Blount Street for a distance of 184.95 feet to the point of beginning; thence continue South 83 degrees 44 minutes 25 seconds East for a distance of 267.17 feet to the Westerly right of way line of the CSX Railroad (100 foot r/w) thence go South 19 degrees 58 minutes 03 seconds West along said railroad right of way for a distance of 102.92 feet; thence go North 83 degrees 44 minutes 25 seconds West along an extension of the South line of Lot 9 of said East Pensacola Heights for a distance of 257.91 feet to a point on the centerline intersection of a 20 foot alley as shown on said plat; thence go North 14 degrees 51 minutes 17 seconds East along the centerline of said alley for a distance of 101.14 feet to the point of beginning.

## EXHIBIT "B"

Section 4 of that certain Ordinance No 25-88 of the City of Pensacola, Florida passed June 30, 1988 and recorded in the public records of Escambia County, Florida with respect to the following described portion of Bay Boulevard as reflected on the face of the map of East Pensacola Subdivision, a/k/a East Pensacola Heights according to drawing rerecorded in Deed Book 77 at Page 520 of the public records of Escambia County, Florida to wit:

All of that portion of said Bay Boulevard, as described above, that lies South of its intersection with East Blount Street and that lies North of the extension East of the South line of Lot 9, Block 66 of said East Pensacola Heights to the Westerly right of way of the CSX Railroad (100' R/W) in the City of Pensacola, Florida (Herein "Released Portion of Bay Boulevard").

Any and all easement and easement rights with respect to the "Released Portion of Bay Boulevard" as described herein above that may have ever been created by or authorized by any franchise or ordinance of the City of Pensacola, Escambia County, Florida.

E-RECORDED

simplifile

ID: OR 8298 P 18e3

County: Escambia

Date: 5/20/2020 Time: 3:13 pm

Prepared by:  
Robert O. Beasley  
Litvak Beasley Wilson & Ball, LLP  
40 Palafox Place, Suite 300  
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WHEREAS, Inman contacted ECUA and has requested that ECUA abandon its rights in the retained easement within the limits of the Inman Property; and

WHEREAS, ECUA Staff have determined that the portion of the Easement that resides within the limits of the Inman Property does not contain any ECUA infrastructure. Additionally, it is unlikely that ECUA would install any infrastructure in the future, as this area is currently already being fully served by water and sewer facilities located in the adjacent rights-of-way

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