

Easements Made Easy

Chris Smart
Shareholder Carlton Fields

Old Republic Title Annual Assembly

Easements Made Easy (2026)

Presenter: Chris Smart

Outline

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VI. How (not) to list an easement as an exception

File No. 14065

OFFICIAL RECORDS

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The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Regional Office at Washington, District of Columbia, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by Robert A. Pickett, pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the Acts supplemental thereto, for the following described land:

Tallahassee Meridian, Florida.

T. 2 S., R. 17 W.,

sec. 30, lot 33.

The area described contains 3.54 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said Robert A. Pickett and to his heirs the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Robert A. Pickett and to his heirs and assigns forever; excepting and reserving, however, to the United States all coal, oil, gas, and other mineral deposits in the land so patented, together with the right to prospect for, mine and remove the same, according to the provisions of said Act of June 1, 1938.

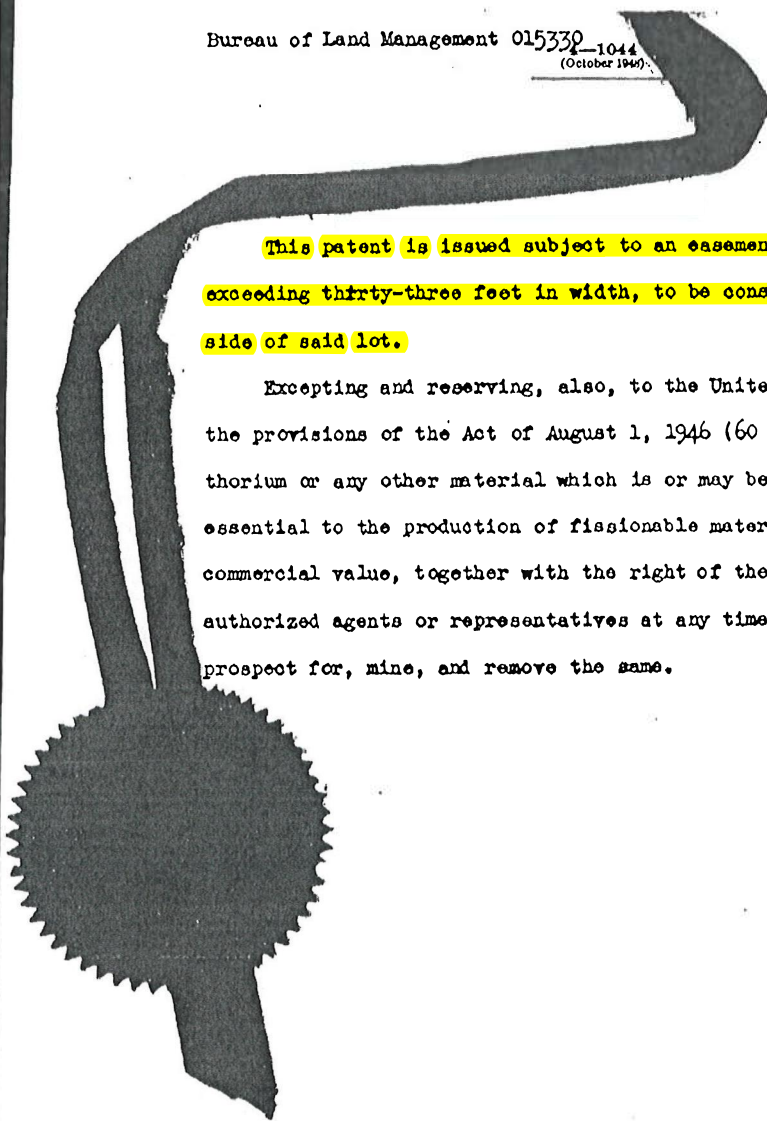


1952 July 2 PM 1:27
BRUCE COLLINS
CLERK DISTRICT COURT
TALLAHASSEE, FLORIDA

FILED

This patent is issued subject to an easement for a roadway not exceeding thirty-three feet in width, to be constructed on the west side of said lot.

Excepting and reserving, also, to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the Tenth day of MAY in the year of our Lord one thousand nine hundred and FIFTY-ONE and of the Independence of the United States the one hundred and SEVENTY-FIFTH.

For the Director, Bureau of Land Management.

By Jas. F. Homer
Chief, Patents Section.

Patent No. 1131980

A CERTIFIED TRUE COPY
BILL KINSAUL CLERK
OF THE CIRCUIT COURT.

By B.K.
Deputy Clerk



1:7
BAY COUNTY: FLORIDA
Filed for record
in O'clock
at
11 9 1951
1951
at

DEED RECORD BOOK 1107

PAGE 210

DEED 1107 PAGE 210

EASEMENT DEED

THIS INDENTURE, Made this 3/27 day of August, A. D. 1955,
by and between INDIAN TRAIL RANCH, INC., a Florida corporation,
grantor, and MISSION COMPANY, INC., a Florida corporation, grantees,

WITNESSETH:

That for and in consideration of the sum of Ten (\$10.00)
Dollars, in hand paid by said grantees, the receipt whereof is
hereby acknowledged, and other good and valuable considerations,
the said grantor does hereby give and grant to the grantees an
easement over the following described property:

Grantor gives and grants to Grantees, its heirs and assigns, an easement over a road known as Seminole which extends north from State Road 80 through Sections 36, 25, 24 and 13, Township 43 South, Range 40 East, Palm Beach County, Florida, at which point said road turns westerly and becomes known as the Osceola Road, which thence runs westerly on the Section line between Sections 11 and 14, 10 and 15, 9 and 16 to a bridge construction of which will be commenced within several weeks from the date of this deed. At such time as said bridge is constructed, Grantor also gives and grants unto Grantees its heirs and assigns an easement over said bridge with full right and authority to use the above road and bridge. The Grantor also gives the Grantees an easement over the north and south section lines and also on the quarter section line of 17, Township 43 South, Range 40 East not to exceed 50 feet in width over to the east right-of-way line of the Central and Southern Florida Flood Control L-8 for the purposes of drainage and water control. The Grantees will provide a crossing for each of these drainage ditches, following completion of construction of these drainage ditches.

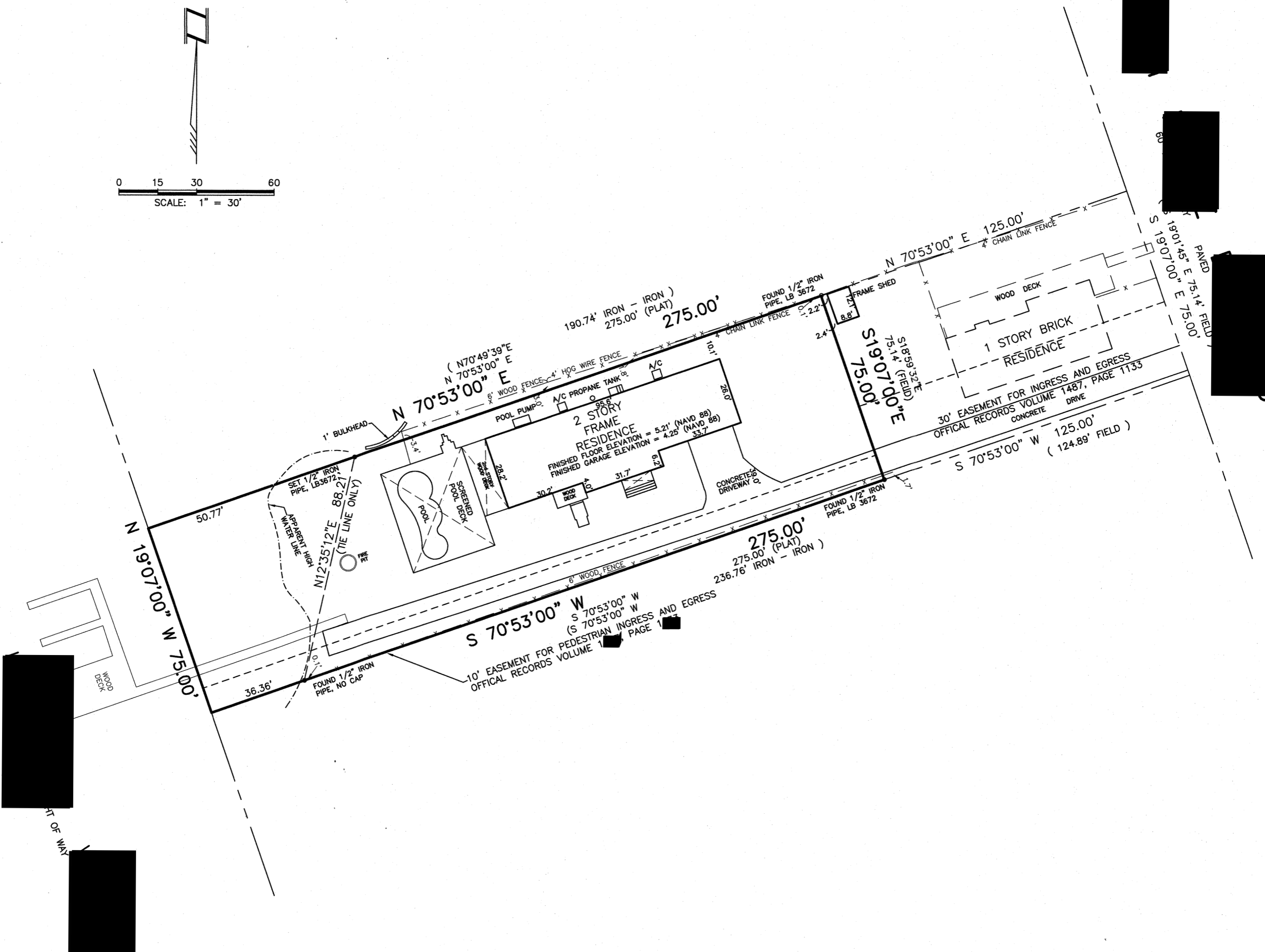
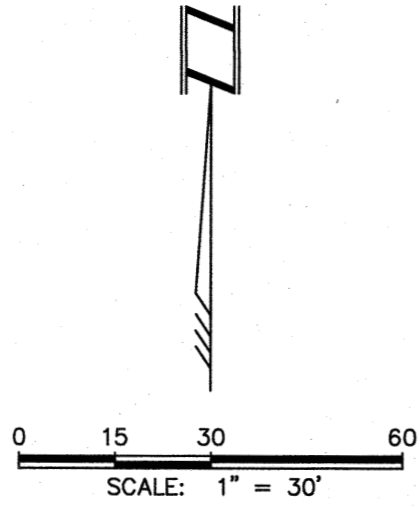
In accepting the above deed, the Grantees agree to pay one fourteenth (1/14th) of the future maintenance of said road and bridge, and in addition agree to pay Sixty-five Hundred (\$6500.00) Dollars in cash to be applied on the cost of construction of said bridge, and above-described Osceola Road.

The above easement is to be perpetual unless terminated by mutual consent of the parties hereto, their heirs, successors or assigns.



MAP SHOWING SURVEY OF

[REDACTED]



- NOTES:
1. THIS IS A BOUNDARY SURVEY.
 2. BEARINGS BASED ON THE SOUTH LINE OF LOT 26, BEING SOUTH 70°53'00" WEST, AS PER PLAT.
 3. NO BUILDING RESTRICTION LINES AS PER PLAT.

THIS SURVEY WAS MADE FOR THE BENEFIT OF [REDACTED]

THE PROPERTY DESCRIBED HEREON LIES IN COASTAL FLOODPLAIN ZONE "AE"(EL 6) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP NUMBER 12106C0085J, REVISED DECEMBER 7, 2018 FOR ST. JOHNS COUNTY, FLORIDA.

[Handwritten signature]

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

| | |
|-------------------|--|
| | Owner's Policy of Title Insurance |
| | ISSUED BY [REDACTED] |
| Schedule B | POLICY NUMBER [REDACTED] |

Owners Policy No.: [REDACTED]
 Loan Policy No.: [REDACTED]
 Agent File No.: [REDACTED]

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of:

1. Any minerals or mineral rights leased, granted or retained by current or prior owners.
2. Taxes and assessments for the year 2022 and subsequent years, which are not yet due and payable.
3. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of [REDACTED] but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Declaration of Covenants, Conditions, Restrictions and Easements, recorded in [REDACTED], but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
5. Terms and conditions of the easement(s) as set forth in Warranty Deed recorded in [REDACTED]
6. Riparian and/or littoral rights are not insured.
7. The right, title or interest, if any, of the public to use as a public beach or recreation area any part of the Land lying between the water abutting the Land and the most inland of any of the following: (a) the natural line of vegetation; (b) the most extreme high water mark; (c) the bulkhead line, or (d) any other line which has been or which hereafter may be legally established as relating to such public use.
8. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
9. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time previously, under water (submerged).
10. Any rights, easements, interests or claims that may exist by reason of, or be reflected by, the following facts shown on the survey dated [REDACTED].
 1. Fence encroachment over Northerly property line and into 10 foot Easement for Pedestrian Ingress and Egress on Southerly side.
 2. Exception for any matters relating to the bulkhead and wood deck located on, or adjacent to, the property.

3

** OFFICIAL RECORDS **
BK 1031 PG 62

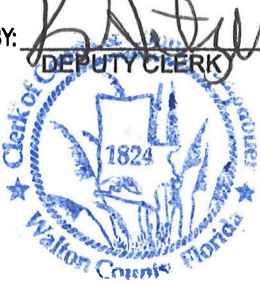
CERTIFIED A TRUE COPY

Special Warranty Deed 347 PAGE 56

OFFICIAL RECORDS

CRYSTAL SCONIERS
CLERK OF THE CIRCUIT
COURT & COMPTROLLER
WALTON COUNTY, FLORIDA

BY: *[Signature]*
DEPUTY CLERK



THIS INDENTURE, made this 21st day of May, A. D. 1985,
between St. Joe Paper Company, a Florida
Corporation with its principal office in Jacksonville, Duval County, Florida, party of the first part, and
Milton Dean

of the County of Bay, in the State of Florida, and whose address is
Route 6, P. O. Box 606 B-3, Panama City, Florida 32407, part v of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of \$10.00
(Ten) Dollars, and other valuable considerations to it in hand paid by the
party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold
to the said part v of the second part, his heirs, and assigns forever, the following described land, lying
and being in the County of Walton and Bay, and state of Florida, to-wit:

A strip of land 60 feet wide and having the following described center line: Commence
at the intersection of the South line of the Northeast Quarter of Section 26, Township
3 South, Range 18 West, Walton County, Florida, with the Northeasterly right of way
line of U. S. 98 (100 foot right of way); thence North 37° 25' 19" West along said North-
easterly right of way line for 38.19 feet to the Point of Beginning. Thence South 89°
11' 10" East for 1400.70 feet to the P.C. of a curve concave to the North and having a
radius of 250.00 feet; thence Easterly along said curve for an arc distance of 170.81 feet,
said arc having a chord of 167.50 feet bearing North 71° 14' 28" East to the P.C. of a curve
concave to the South and having a radius of 250.00 feet; thence Easterly along said curve
for an arc distance of 173.69 feet, said arc having a chord of 170.22 feet bearing North 71°
34' 18" East; thence South 88° 31' 30" East parallel with and 30.00 feet North of the
Northerly line of a 100 foot wide Gulf Power Company easement for 6917.76 feet; thence
South 88° 24' 42" East parallel with said easement for 459.21 feet; thence North 74° 13'
47" East parallel with said easement for 536.60 feet; thence South 71° 03' 22" East parallel
with said easement for 536.69 feet; thence South 88° 24' 42" East parallel with said easement
for 187.45 feet; thence South 01° 00' 30" West parallel with the West line of the Southeast
Quarter of Section 30, Township 2 South, Range 17 West, Bay County, Florida, for 298.00
feet to terminate at the North line of Government Lot 4, said Section 30. The above 60
foot wide strip of land contains 14.712 acres, more or less.

0225

0.287 acre, more or less of the above description is within said Gulf Power Company
easement and is not included in this deed.

Documentary Tax Pd. \$ 32.40

Intangible Tax Pd. \$ _____

Harold Bazzel, Clerk, Bay County

By: *[Signature]* D. C. May

SUBJECT, however, to all taxes and assessments levied or assessed against the same subsequent to
21, 1985.; and SUBJECT also to:

The following understandings and agreements to and with Party of First Part in the granting
of this deed:

- 1) Party of the First Part retains the right forever, without payment of any kind, of
access across, on, or through the above described property for purposes of access
to their property for itself and its agents.
- 2.) Party of Second Part agrees to allow owners of property to the South of this right of
way to have access to their property through and on this right of way by paying a
proportionate part of the purchase cost of the right of way and the development
cost of the described property as a road.

AND the said party of the first part does hereby specially warrant the title to said land, and will defend the
same against the lawful claims of all persons claiming the same by, through, or under the party of the first part,
but not otherwise.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed in its corpor-
ate name by its President, attested by its Secretary and its corporate seal to be hereunto affixed,
the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

[Signature]
Susan L. Hatch

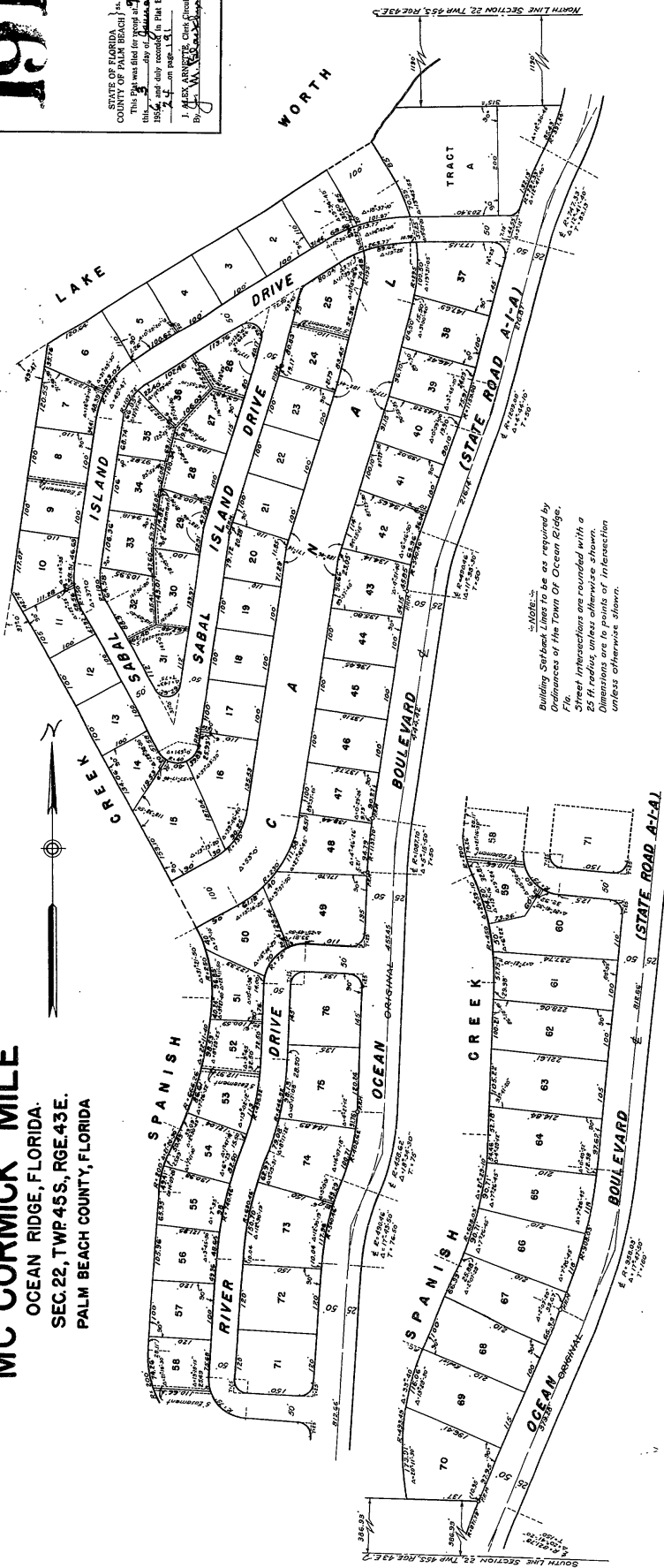
[Signature]
J. M. Russell

By: *[Signature]*
Its President

Attest: *[Signature]*
Its Secretary

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 This plat was filed for record at 1:52 A.M. this 27th day of December, 1955, and duly recorded in Plat Book No. 1356, on page 133.
 J. ALVIN WATSON, Clerk Circuit Court
 J. W. WATSON, Deputy Clerk Circuit Court, D. C.

**PLAT OF
 MC CORMICK MILE
 OCEAN RIDGE, FLORIDA.
 SEC. 22, TWP. 45 S., RGE. 43 E.
 PALM BEACH COUNTY, FLORIDA**



Building Setback Lines to be as required by Ordinances of the Town of Ocean Ridge. All lot intersections are rounded with a 25 ft radius unless otherwise shown. Dimensions are to points of intersection unless otherwise shown.

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 SECTION 55
 I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, WILLIAM OCEAN RIDGE CIVIL ENGINEER, President and Secretary, respectively, of MC CORMICK MILE DEVELOPMENT COMPANY, a Corporation, to me well known and known to me to be the individual owners, and that they acknowledged their dedication and they acknowledged before me that they measured the plat as such officers of said Corporation, by and with the authority of the Board of Directors of said Corporation for the purposes herein expressed, and that their act and deed was the act and deed of said Corporation.
 WITNESS my hand and official seal of West Palm Beach, County of Palm Beach, and State of Florida, this 27th day of December, A.D. 1955.

W. O. Ocean Ridge
 Notary Public

My Commission expires: Feb. 1, 1959

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 SECTION 55
 I HEREBY CERTIFY that the plat shown herein is a true and correct representation of a survey, made under my direction, of the herein described property, and that said survey is accurate to the best of my knowledge and belief, and that permanent reference monuments (PIRMs) have been placed as required by law.

N. P. J. S. S. S.
 Registered Land Surveyor
 Florida Certificate No. 152

Subscribed and Sworn to before me this 27th day of December, A.D. 1955.

W. O. Ocean Ridge
 Notary Public

My Commission expires: March 24, 1953.

has caused the same to be surveyed and platted as shown hereon and does hereby dedicate to the perpetual use of the public as public highways the streets as shown hereon
 IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its President and attested by its Secretary, and its corporate seal to be affixed hereto by and with the authority of its Board of Directors, this 27th day of December, A.D. 1955.

Attest:
J. W. Watson
 Secretary

OCEAN RIDGE DEVELOPMENT COMPANY
W. O. Ocean Ridge
 President

Approved: 29 Dec 1955 A.D. 1955
W. O. Ocean Ridge
 Mayor

Approved: 27 Dec 1955 A.D. 1955
W. O. Ocean Ridge
 Mayor

W. O. Ocean Ridge
 County Engineer

BROCKWAY, WEBER & BROCKWAY
 WEST PALM BEACH, FLORIDA

MC CORMICK MILE

SCALE: 1" = 100'
 DATE: DEC. 1955

Dwg. No. 9F-1884
 DR. BY: CAL
 IN. BY: CAL
 DATE: 05-077



DEED RECORD BOOK 1107

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DEED 1107 PAGE 210

EASEMENT DEED

THIS INDENTURE, Made this 3rd day of August, A. D. 1955,
by and between INDIAN TRAIL RANCH, INC., a Florida corporation,
grantor, and MISSION COMPANY, INC., a Florida corporation, grantees,

WITNESSETH:

That for and in consideration of the sum of Ten (\$10.00)
Dollars, in hand paid by said grantees, the receipt whereof is
hereby acknowledged, and other good and valuable considerations,
the said grantor does hereby give and grant to the grantees an
easement over the following described property:

Grantor gives and grants to Grantees, its heirs and
assigns, an easement over a road known as Seminole
which extends north from State Road 80 through
Sections 36, 25, 24 and 13, Township 43 South,
Range 40 East, Palm Beach County, Florida, at which
point said road turns westerly and becomes known as
the Osceola Road, which thence runs westerly on the
Section line between Sections 11 and 14, 10 and 15,
9 and 16 to a bridge construction of which will be
commenced within several weeks from the date of this
deed. At such time as said bridge is constructed,
Grantor also gives and grants unto Grantees its heirs
and assigns an easement over said bridge with full
right and authority to use the above road and bridge.
The Grantor also gives the Grantees an easement over
the north and south section lines and also on the
quarter section line of 17, Township 43 South, Range
40 East not to exceed 50 feet in width over to the
east right-of-way line of the Central and Southern
Florida Flood Control L-8 for the purposes of drainage
and water control. The Grantees will provide a crossing
for each of these drainage ditches, following completion
of construction of these drainage ditches.

In accepting the above deed, the Grantees agree to pay one
fourteenth (1/14th) of the future maintenance of said road and
bridge, and in addition agree to pay Sixty-five Hundred (\$6500.00)
Dollars in cash to be applied on the cost of construction of said
bridge, and above-described Osceola Road.

The above easement is to be perpetual unless terminated by
mutual consent of the parties hereto, their heirs, successors or
assigns.



DEED RECORD BOOK 1 1 0 7

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IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its secretary the day and year above written.

INDIAN PALM RANCH, INC.

(CORPORATE SEAL)
[Signature]
Secretary

By *[Signature]*
President

Signed, Sealed and Delivered

In our presence:
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH:

I, the undersigned officer duly authorized to take and certify acknowledgments of deeds in said state and county, hereby certify that before me came *[Signature]* and *[Signature]* as President and Secretary respectively of INDIAN PALM RANCH, INC., a Florida corporation; that said persons so appearing before me are the individuals and the officers aforementioned of said corporation described in and who executed the foregoing deed; and that then and there said individuals as said officers acknowledged before me that the seal affixed to said deed is the corporate seal of said corporation, that their names officially are by them respectively subscribed thereto, that said deed was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said corporation.

WITNESS my signature and official seal at West Palm Beach, County of Palm Beach and State of Florida, this 2 day of September, A.D. 1985.



[Signature]
Notary Public, State of Florida
at Largo.

My Commission Expires:
Ninety Days, State of Florida
My Commission Expires June 4, 1986
Issued by American Society Co. at 24, Y.

This instrument was filed for Record at 4:14 PM, 12 day of Sept, 1985 and recorded in Book and Page noted above. Record verified. ALEX ARNETTE, Clerk Circuit Court, Palm Beach County, Fla. By *[Signature]* Deputy Clerk



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.
THIS 9TH DAY OF January, 2024
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER
By: *[Signature]*
Deputy Clerk