

RESOLUTION NO. 2002- 91

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR ACCESS TO AND MAINTENANCE OF A SEWER FORCE MAIN LOCATED ALONG THE SOUTH SIDE OF STATE ROAD NO. 312.

WHEREAS, the City of St. Augustine, Thompson Bros. Realty, Inc., John D. Bailey, Sr., H. W. Mizell, Jr. and Gate Petroleum Company have executed and presented to St. Johns County Easements for Sewer Force Main, attached hereto as Exhibits "A", "B", "C" and "D", incorporated by reference and made a part hereof; and

WHEREAS, the easements are required for access and maintenance of a sewer force main located along the South side of State Road No. 312; and

WHEREAS, it is in the best interest of the public to accept the easements for the purposes mentioned above.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described Easements, attached hereto, are hereby accepted.

Section 2. The Clerk is instructed to record the original Easements in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of May, 2002.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk

RENDITION DATE 5-22-02

Exhibit "A" to Resolution

EASEMENT FOR SEWER FORCE MAIN

THIS EASEMENT executed and given this 10th day of December, 2001, by CITY OF ST. AUGUSTINE, FLORIDA, with an address of 75 King Street, St. Augustine, Florida 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, Post Office Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground 10" Sewer Force Main system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground Sewer utility service (hereinafter referred to as "Utility Liens and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for Sewer utility services only and does not convey any right to install other utilities such as cable television service, telephone or electrical lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

a.) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

b.) The 10" Sewer Force Main and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

c.) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground 10" Sewer Force Main and facilitates located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

d.) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements

constructed upon the adjacent property owned by Grantor.

4. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, including, restoration of sod, landscaping, planting, pavement, curbing or other surface improvements. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence, including, damage to any other utility or electric lines installed beneath the 10" Sewer Force Main.

5. The Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

6. For the purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

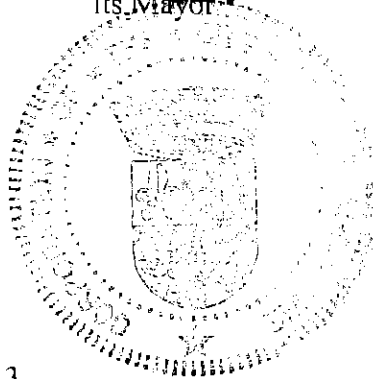
Martha V. Porter
Witness

Martha V. Porter
Printed Name of Witness

Karou Rogers
Witness

CITY OF ST. AUGUSTINE, FLORIDA

By: [Signature]
Its Mayor



Pamela J Halterman

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BE IT KNOWN that on the 10th day of December, A.D., 2001, before me, a Notary Public in and for the State of Florida at Large, duly commissioned and sworn, dwelling in the State of Florida and County of St. Johns, personally came and appeared Mark Alexander, as Mayor of the City of St. Augustine, Florida, who is known to me, or who has produced _____ as identification, and he acknowledged under oath the within to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Pamela J Halterman

Notary Public State of Florida
at Large

PAMELA HALTERMAN
Notary Public, State of Florida
My Comm. Exp. Aug. 15, 2005
No. DD050371

DESCRIPTION CITY OF ST. AUGUSTINE EASEMENT (BY SURVEYOR):

A 10 FOOT WIDE EASEMENT BEING A PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THE 50 FOOT WIDE PARCEL THAT WAS FORMERLY A PORTION OF STATE ROAD 312 DEEDED TO THE CITY OF ST. AUGUSTINE, FLORIDA IN DEED DATED OCTOBER 8, 2001, SAID EASEMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1630.94 FEET TO THE FORMER SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (FORMERLY A 250 FOOT WIDE RIGHT OF WAY AT THIS POINT) TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID FORMER RIGHT OF WAY LINE, 387.54 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 26 SECONDS EAST 10.00 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST 393.64 FEET TO SAID WEST LINE OF SECTION 28; THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG SAID EAST LINE, 11.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 3906 SQUARE FEET MORE OR LESS.

Exhibit "B" to Resolution

EASEMENT FOR SEWER FORCE MAIN

THIS EASEMENT executed and given this 4th day of DECEMBER, 2001, by THOMPSON BROS. REALTY, INC. and JOHN D. BAILEY, SR. with an address of 93-A Orange Street, St. Augustine, Florida 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, Post Office Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground 10" Sewer Force Main system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground Sewer Utility Service (hereinafter referred to as "Utility Liens and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for Sewer utility services only and does not convey any right to install other utilities such as cable television service, telephone or electrical lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

a.) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

b.) The 10" Sewer Force Main and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

c.) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request, provided, that Grantor bears the cost of relocating the underground 10" Sewer Force Main and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

d.) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements

constructed upon the adjacent property owned by Grantor.

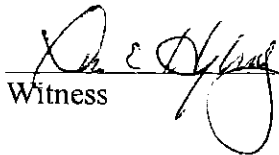
4. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, including, restoration of sod, landscaping, planting, pavement, curbing or other surface improvements. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence, including, damage to any other utility or electric lines installed beneath the 10" Sewer Force Main.

5. The Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

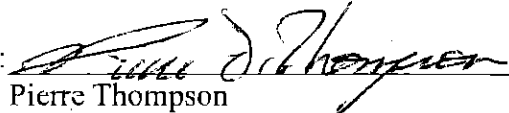
6. For the purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:


Witness

THOMPSON BROS. REALTY, INC.

By: 
Pierre Thompson
Its President

THOMAS E. HUMPHREY
Printed Name of Witness

Hazel J. Fitzsimmons
Witness

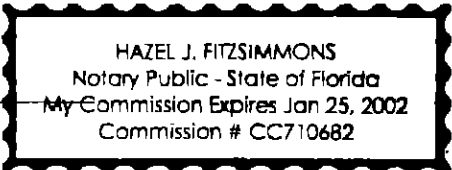
HAZEL J. FITZSIMMONS
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BE IT KNOWN that on the 4th day of DEC, A.D., 2001, before me, a Notary Public in and for the State of Florida at Large, duly commissioned and sworn, dwelling in the State of Florida and County of St. Johns, personally came and appeared Pierre Thompson, as President of Thompson Bros. Realty, Inc., who is known to me, or who has produced is known as identification, and he acknowledged under oath the within to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Hazel J. Fitzsimmons
Notary Public State of Florida
at Large



[Signature]
Witness

John D. Bailey Sr.
John D. Bailey, Sr.

THOMAS E. HUMPHREY
Printed Name of Witness

[Signature]
Witness

Beverly J Swanson
Printed Name of Witness

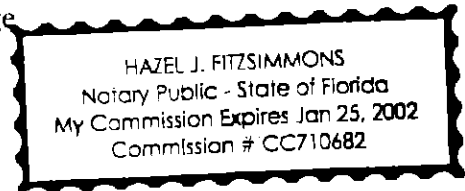
STATE OF FLORIDA
COUNTY OF ST. JOHNS

BE IT KNOWN that on the 4th day of DEC, A.D., 2001, before me, a Notary Public in and for the State of Florida at Large, duly commissioned and sworn, dwelling in the State of Florida and County of St. Johns, personally came and appeared John D. Bailey, Sr., who is known to me, or who has produced is known as identification, and he acknowledged

under oath the within to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Hazel J. Fitzsimmons
Notary Public State of Florida
at Large



DESCRIPTION THOMPSON BROTHERS REALTY & JOHN D. BAILEY SR EASEMENT (BY

A 10 FOOT WIDE EASEMENT BEING A PART OF GOVERNMENT LOT 4 SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THE 50 FOOT WIDE PARCEL THAT WAS FORMERLY A PORTION OF STATE ROAD 312 DEEDED TO THOMPSON BROTHERS REALTY, INC AND JOHN D. BAILEY SR IN DEED DATED OCTOBER 8, 2001, SAID EASEMENT BEING MORE FULLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29, THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1630.94 FEET TO THE FORMER SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (FORMERLY A 250 FOOT WIDE RIGHT OF WAY AT THIS POINT) AND THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID FORMER RIGHT OF WAY LINE, 583.48 FEET, THENCE NORTH 50 DEGREES 01 MINUTES 26 SECONDS WEST 55.70 FEET; THENCE NORTH 39 DEGREES 55 MINUTES 18 SECONDS WEST 22.91 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 22 SECONDS EAST 10.65 FEET, THENCE SOUTH 39 DEGREES 55 MINUTES 18 SECONDS EAST 25.68 FEET; THENCE SOUTH 50 DEGREES 01 MINUTES 26 SECONDS EAST 53.95 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST 576.51 FEET TO SAID EAST LINE OF SECTION 29; THENCE SOUTH 01 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG THE SAID EAST LINE, A DISTANCE OF 11.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 6591 SQUARE FEET MORE OR LESS.

Exhibit "A"

Exhibit "C" to Resolution

EASEMENT FOR SEWER FORCE MAIN

THIS EASEMENT executed and given this 27 day of Nov., 2001, by, H. W. MIZELL, JR., with an address of 231 River Ridge Road, Eden, North Carolina 27288, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, Post Office Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground 10" Sewer Force Main system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground Sewer utility service (hereinafter referred to as "Utility Liens and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for Sewer utility services only and does not convey any right to install other utilities such as cable television service, telephone or electrical lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

a.) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

b.) The 10" Sewer Force Main and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

c.) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground 10" Sewer Force Main and facilitates located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

d.) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements

constructed upon the adjacent property owned by Grantor.


4. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, including, restoration of sod, landscaping, planting, pavement, curbing or other surface improvements. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence, including, damage to any other utility or electric lines installed beneath the 10" Sewer Force Main.

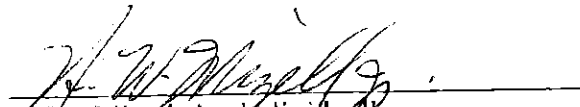
5. The Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

6. For the purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.


IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:


Witness


H. W. Mizell, Jr., Individually


Printed Name of Witness


Witness

Betty J Arthur

Printed Name of Witness

STATE OF NORTH CAROLINA
COUNTY OF Rockingham

BE IT KNOWN that on the 27 day of Nov, A.D., 2001, before me, a Notary Public in and for the State of North Carolina at Large, duly commissioned and sworn, dwelling in the State of North Carolina and County of Rockingham, personally came and appeared H. W. Mizell, Jr., individually, who is known to me, or who has produced _____ as identification, and he acknowledged under oath the within to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Betty Arthur

Notary Public State of North Carolina

at Large

My commission expires Aug 21 2002

DESCRIPTION H W MIZELL JR EASEMENT (BY SURVEYOR):

A 10 FOOT WIDE EASEMENT BEING A PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THE 50 FOOT WIDE PARCEL THAT WAS FORMERLY A PORTION OF STATE ROAD 312 DEEDED TO H W MIZELL JR BY DEED DATED 08 FEBRUARY 2001. SAID EASEMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1630.94 FEET TO THE FORMER SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (FORMERLY A 250 FOOT WIDE RIGHT OF WAY AT THIS POINT); THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID FORMER RIGHT OF WAY LINE, 387.54 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED. THENCE CONTINUE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID FORMER RIGHT OF WAY LINE, 419.28 FEET TO A POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3014.79 FEET; THENCE SOUTHEASTERLY, ALONG SAID CURVE AND FORMER RIGHT OF WAY LINE, 411.63 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS; THENCE NORTH 22 DEGREES 09 MINUTES 03 SECONDS EAST, RADIAL TO SAID CURVE, 10.00 FEET; THENCE NORTHWESTERLY 410.26 FEET, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3004.79 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS; THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST 419.28 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 26 SECONDS WEST 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8302 SQUARE FEET MORE OR LESS.

Exhibit "D" to Resolution

EASEMENT FOR SEWER FORCE MAIN

THIS EASEMENT executed and given this 26th day of November, 2001, by, GATE PETROLEUM COMPANY, with an address of 1900 Mizell Road, St. Augustine, Florida 32080, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, Post Office Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

I. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground 10" Sewer Force Main system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground Sewer utility service (hereinafter referred to as "Utility Liens and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for Sewer utility services only and does not convey any right to install other utilities such as cable television service, telephone or electrical lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

a.) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

b.) The 10" Sewer Force Main and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

c.) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground 10" Sewer Force Main and facilitates located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

d.) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements

constructed upon the adjacent property owned by Grantor.

4. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, including, restoration of sod, landscaping, planting, pavement, curbing or other surface improvements. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence, including, damage to any other utility or electric lines installed beneath the 10" Sewer Force Main.

5. The Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

6. For the purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

GATE PETROLEUM COMPANY

Rachel E. Krause
Witness

By: Ray E. Neil
Its: Vice President

Rachel E. Krause
Printed Name of Witness

Alicia M. Bonhard
Witness

Delia M. Bomhard

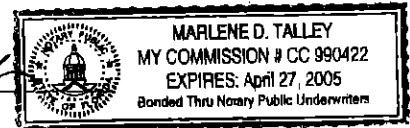
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BE IT KNOWN that on the ~~26th~~ day of November, A.D., 2001, before me, a Notary Public in and for the State of Florida at Large, duly commissioned and sworn, dwelling in the State of Florida and County of ~~St. Johns~~, personally came and appeared Delia M. Bomhard as representative of Gate Petroleum Company, ^{Duval} who is known to me, or who has produced _____ as identification, and he acknowledged under oath the within to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Marlene D. Talley
Notary Public State of Florida
at Large



DESCRIPTION GATE PETROLEUM EASEMENT (BY SURVEYOR).

A 10 FOOT WIDE EASEMENT BEING A PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THE 50 FOOT WIDE PARCEL THAT WAS FORMERLY A PORTION OF STATE ROAD 312 DEEDED TO GATE PETROLEUM COMPANY IN DEED DATED OCTOBER 8, 2001, SAID EASEMENT BEING MORE FULLY DESCRIBED, AS FOLLOWS

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE OF 1630.94 FEET TO THE FORMER SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (FORMERLY A 250 FOOT WIDE RIGHT OF WAY AT THIS POINT); THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID FORMER RIGHT OF WAY LINE, 806.82 TO A POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE LEFT HAVING A RADIUS OF 3014.79 FEET; THENCE SOUTHEASTERLY, ALONG SAID CURVE AND FORMER RIGHT OF WAY LINE, 411.63 FEET, THROUGH A CENTRAL ANGLE OF 07 DEGREES 49 MINUTES 23 SECONDS TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE CONTINUE SOUTHEASTERLY, ALONG SAID CURVE AND FORMER RIGHT OF WAY LINE, 232.06 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 24 MINUTES 36 SECONDS TO THE WEST RIGHT OF WAY LINE OF MIZELL ROAD (A VARIABLE WIDTH RIGHT OF WAY); THENCE NORTH 01 DEGREES 10 MINUTES 57 SECONDS WEST, ALONG THE NORTHERLY EXTENSION OF SAID WEST RIGHT OF WAY, 10.57 FEET; THENCE NORTHWESTERLY 227.86 FEET, ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3004.79 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 20 MINUTES 42 SECONDS, AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 70 DEGREES 01 MINUTES 18 SECONDS WEST 227.81 FEET; THENCE SOUTH 22 DEGREES 09 MINUTES 03 SECONDS WEST, RADIAL TO LAST SAID CURVE, 10.00 FEET TO THE POINT OF BEGINNING

CONTAINING 2299 SQUARE FEET MORE OR LESS

Exhibit "A"

161270 - 0070

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SE

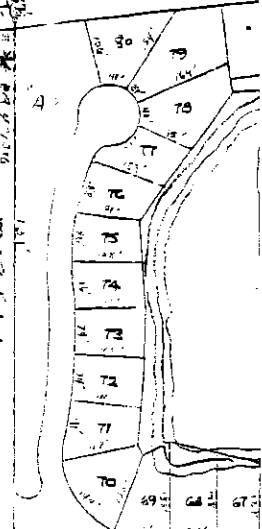
FISH ISLAND

161930 -

(CITY OF ST. AUGUSTINE)

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ANASTASIA

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