

RESOLUTION NO. 2022- 443

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO ACCEPT AND EXECUTE A TEMPORARY CONSTRUCTION EASEMENT FROM GATE PETROLEUM COMPANY AT THE STATE ROAD 16 AND INTERSTATE 95 INTERCHANGE.

RECITALS

WHEREAS, Gate Petroleum Company has executed and presented to the County a Temporary Construction Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, at the State Road 16 and Interstate 95 interchange; and

WHEREAS, the Florida Department of Transportation (FDOT) is currently constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road. The FDOT project is identified as SR16 and SR9 (I-95) Interchange improvements. As a result of the FDOT project, it is necessary for the St. Johns County Utility Department to relocate significant portions of the existing reclaimed water line located within the northside right-of-way of SR16 and SR9 (I-95) Interchange project; and

WHEREAS, it is in the best interest of the County to accept and execute the Temporary Construction Easement for the health, safety and welfare of the citizens located within this service area.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby authorize the Chair to execute the Temporary Construction Easement.

Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Court is instructed to record the original Temporary Construction Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 6th day of December, 2022.

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

BY: 
Christian Whitehurst, Chair

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller


Deputy Clerk

Rendition Date DEC 08 2022



EXHIBIT "A" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Easement") made this 24TH day of OCTOBER, 2022, by and between **GATE PETROLEUM COMPANY**, with an address of PO Box 23627, Jacksonville, Florida 32241-3627, as Grantor, and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, as Grantee.

RECITALS

A. Grantor is the owner of certain real property located in St. Johns County, Florida, which is described in Exhibit "A" attached hereto (hereinafter, the "Grantor's Property").

B. Grantee has an easement interest in certain real property located in St. Johns County, Florida, more particularly described in Exhibit "B" attached hereto (hereinafter, the "Utility Property").

C. Due to the Florida Department of Transportation's improvements to the intersection of State Road 16 and Interstate 95, it is necessary for the Grantee to relocate significant portions of its utility lines into the Utility Property (the "Project").

D. To accommodate the completion of the Project, Grantee has requested and Grantor has agreed to provide a temporary construction easement over and across a portion of Grantor's Property, more particularly described in Exhibit "C" attached hereto (hereinafter, the "Temporary Construction Easement").

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration as hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is therefore understood and agreed as follows:

1. **Recitals.** All of the foregoing recitals are true and correct.

2. **Grant of Easement.** Grantor grants and conveys to Grantee, its successors, assigns, invitees, licensees, contractors and agents, a temporary construction easement over and across the Easement Area for the purpose of pedestrian and vehicular access, ingress and egress and for the construction of the Project in the Utility Property. Grantee may be bringing construction vehicles and equipment across the Easement Area pursuant to this Easement. Prior to any construction, Grantee shall provide Grantor a schedule or schedules of the projected dates Grantee intends to utilize the Easement Area for construction, which schedule is subject to the approval of Grantor, which approval shall not be unreasonably withheld or delayed (the "Projected Dates"). Grantor acknowledges that the Projected Dates are subject to change due to weather conditions and/or the availability of equipment and supplies. Each change in the Projected Dates shall be subject to the Grantor's approval, which approval shall not be unreasonably withheld or delayed.

3. **Reservations by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use or purpose which does not materially obstruct Grantee from using the Easement Area for the purposes described herein above and may have access to the Easement Area for such purposes.

4. **Compliance With Laws.** Grantee shall comply with all governmental or quasi-governmental laws, ordinances, rules, regulations of every kind pertaining to the Grantee's use and occupancy of the Easement Area and all construction contemplated herein, including, without limitation, any such law, ordinance, rule or regulation regarding or relating to environmental protection, pollution, sanitation or safety. Grantee may obtain governmental permits, if required, without Grantor's authorization based on use of the Easement Area. Any governmental permits related to the Project will be provided to Grantor within fourteen (14) days of receipt. Grantee shall be solely responsible for any and all mitigation costs if the Project temporarily impacts wetlands. The Grantee will not commit or suffer any waste of the Easement Area and will not use or permit any use of the Easement Area to be used for any illegal purpose or in any such way as to constitute a public nuisance or in any way so as to violate or breach any law, rule, regulation or ordinance to which the Easement Area is subject.

5. **Insurance.** Grantee shall require all of its contractors using the Easement Area for construction purposes to obtain and keep in force general liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and \$10,000,000.00 umbrella with general environmental pollution coverage, at all times during the period of contractual obligations and the term of this Easement. Grantee shall promptly deliver written evidence of such insurance to Grantor prior to commencement of construction on the Utility Property in the form of a current certificate of insurance and Grantor shall be listed as an additional insured (instead of a certificate holder) on the certificate of insurance.

6. **Duration of Easement.** This Easement shall automatically terminate, without notice or any further action required of either party, and be of no further force or effect upon the earlier of (i) substantial completion of the Project or (ii) no later than April 30, 2023. Upon such termination, no party hereto shall have any further rights, obligations or liabilities hereunder; provided, however, that the indemnification contained in Section 8 of this Easement shall survive any termination, cancellation or expiration of this Easement. Grantee agrees that Grantee shall, upon written request by Grantor, execute and deliver to Grantor a recordable document confirming the termination of this Easement.

7. **Remedies and Enforcement.**

a. In the event of a breach by Grantor or Grantee of any of the terms, covenants, restrictions or conditions hereof, the other party shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

b. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

8. **Covenant of Grantee; Indemnity.** Subject to the provisions and limitations of Section 768.28, Florida Statutes, Grantee hereby agrees to indemnify and hold Grantor harmless from any personal injury and/or property damage claims, including attorneys' fees and court costs, actually incurred by Grantor as a result of the negligent acts or omissions or intentional misconduct of Grantee or any of its successors, assigns, invitees, licensees, contractors and agents in connection with the use of the Easement granted hereby. This section shall not operate as a waiver of Grantee's sovereign immunity.

9. **Construction Liens.** Grantee shall have no authority, express or implied, without the express written consent of Grantor, to create or place or cause to be created or placed, any mechanic's, materialmen's or other lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the Easement Area and/or the interest of Grantor in the Easement Area or surrounding property of Grantor for any claim in favor of any person dealing with Grantee and/or the Utility Property, including, without limitation, those who may furnish materials or perform labor for any construction or repairs on or about the Utility Property. Any violation of the foregoing shall be deemed a default of this Easement.

10. **Default.** In the event of any default by a party under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance.

11. **Running of Benefits and Burdens.** All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, successors and assigns of the parties hereto for the duration of this Easement; provided, however, Grantee may not assign this Easement, in whole or in part, without the written consent of Grantor, such consent in Grantor's sole discretion.

12. **Notice.** The address of Grantor and Grantee are as set forth in the initial paragraph. Either party may give written notice of change of address to the other. All notices shall be sent by overnight delivery or U.S. mail to the addresses provided for the parties listed above and shall be deemed given when received, for overnight delivery, and when placed in the mail, for notice by mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing.

13. **Entire Agreement.** The parties hereto agree that the entire agreement between the parties with respect to the use by Grantee of the Easement Area is set forth in this instrument. This instrument may be amended and/or extended only by an instrument in writing and signed by Grantor and Grantee (or their successors and assigns). No change in the terms of this Easement may be made unless it is in writing and signed by all parties.

14. **Attorneys' Fees.** In the event a party institutes legal action under this Easement against the other party, the prevailing party shall be entitled to its reasonable attorneys' fees and court costs for pretrial preparation, trial and appeal.

15. **Waiver.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

16. **Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas and radon testing may be obtained from your county health department.

17. **Hazardous Materials.** Grantee shall not knowingly permit any hazardous substances to be brought upon, kept, or used in or about the Easement Area without the prior written consent of Grantor.

18. **Miscellaneous.** In the event any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal,

unconscionable, or unenforceable in any respect, such invalidity, illegality, unconscionability or unenforceability shall not affect any other provision of this Easement, but this Easement shall be construed as if such invalid, illegal, unconscionable, or unenforceable provisions had never been contained herein. This Easement shall be governed by the laws of the State of Florida and the parties hereto agree that any litigation relating to this Easement shall be in a court located within St. Johns County, Florida. This Easement may be executed in multiple counterparts but such multiple counterparts shall constitute a single agreement. Signatures of this Easement that are transmitted by either or both electronic and telephonic means (including, without limitation, facsimile and email) are valid for all purposes.

[Signature pages to follow]

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

“GRANTOR”

Signed, sealed and delivered in

Our presence as Witnesses:

GATE PETROLEUM COMPANY

Lynne

Print Name: Lindsay Loul

By: Becky Hamilton

Print Name: BECKY HAMILTON

Angela Bonfigli

Print Name: Angela Bonfigli

Its: VICE PRESIDENT

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of October, 2022, by Becky Hamilton, on behalf of Gate Petroleum Company, who is personally known to me or has produced _____ as identification.

Notary Public: Linda M. Proctor

My Commission Expires: 4/22/26

(Notary Seal)

LINDA M. PROCTOR
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH217169
MY COMMISSION EXPIRES APR. 22, 2026

“GRANTEE”

Signed, sealed and delivered in

Our presence as Witnesses:

ST. JOHNS COUNTY, FLORIDA
a political subdivision of the State of
Florida

Print Name: _____

By: _____

Print Name: _____

Its: Chair

Print Name: _____

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

Legally Sufficient:

By: _____

Deputy Clerk

By: _____

Deputy County Attorney

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of
 physical presence, this _____ day of _____, 2022, by
_____, Chair, of the Board of County Commissioners
of St. Johns County, Florida, who is personally known to me.

Notary Public: _____

(Notary Seal)

My Commission Expires: _____

EXHIBIT "A"

GRANTOR'S PROPERTY

A part of Section 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of said Section 8, said corner also being the Southwest corner of Section 5 of said Township and Range; thence run North 3°50'30" West, a distance of 320.79 feet; thence run South 75°47'06" East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way; thence run along said right of way line the following described courses: South 27°32'37" East, a distance of 358.14 feet; South 51°06'33" East, a distance of 113.61 feet to the Point of beginning; thence continue along said right of way line South 73°45'44" East, a distance of 326.28 feet; thence run North 16°14'16" East, a distance of 150.00 feet; thence run North 73°45'44" West, a distance of 326.28 feet; thence run South 16°14'16" West, a distance of 150.00 feet to the Point of beginning. The same lands as described in O.R. Book 511, page 598, St. Johns County, Florida.

ALSO:

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North 3°50'30" West, a distance of 320.79 feet; thence run South 75°47'06" East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South 75°47'06" East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South 1°27' 06" East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North 75°12'31" West and a chord distance of 282.55 feet to the end of said curve; thence run North 16°14'16" East, a distance of 150.00 feet; thence run North 73°45'44" West, a distance of 326.26 feet; thence run South 16°14'16" West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North 51°06'33" West, a distance of

113.61 feet; North 27°32'37" West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in O.R. Book 511, Page 600, St. Johns County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North 3°50'30" West, on the West line of said Section 5, a distance of 320.79 feet; thence South 75°47'06" East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South 75°47'06" East 698.56 feet to the Point of beginning at the Northwest corner of the herein described parcel of land; thence continuing South 75°47'06" East 159.55 feet to the line between said Section 5 and 8; thence South 1°27'06" East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of 2°39'07", an arc distance of 259.08 feet (chord being North 75°19'44" West 259.06 feet); thence North 15°28'59" East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

EXHIBIT "B"

UTILITY PROPERTY

THE NORTH 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North 3°50'30" West, a distance of 320.79 feet; thence run South 75°47'06" East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South 75°47'06" East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South 1°27' 06" East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North 75°12'31" West and a chord distance of 282.55 feet to the end of said curve; thence run North 16°14'16" East, a distance of 150.00 feet; thence run North 73°45'44" West, a distance of 326.26 feet; thence run South 16°14'16" West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North 51°06'33" West, a distance of 113.61 feet; North 27°32'37" West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in O.R. Book 511, Page 600, St. Johns County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North 3°50'30" West, on the West line of said Section 5, a distance of 320.79 feet; thence South 75°47'06" East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South 75°47'06" East 698.56 feet to the Point of beginning at the Northwest corner of the herein described parcel of land; thence continuing South 75°47'06" East 159.55 feet to the line between said Section 5 and 8; thence South 1°27'06"

East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of $2^{\circ}39'07''$, an arc distance of 259.08 feet (chord being North $75^{\circ}19'44''$ West 259.06 feet); thence North $15^{\circ}28'59''$ East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

EXHIBIT "C"

TEMPORARY CONSTRUCTION EASEMENT

THE SOUTH 5 FEET OF THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A part of Sections 5 and 8, Township 7 South, Range 29 East, St. Johns County, Florida, more particularly described as follows: For a Point of reference, commence at the Northwest corner of Section 8, said corner also being the Southwest corner of said Section 5; thence run North 3°50'30" West, a distance of 320.79 feet; thence run South 75°47'06" East, a distance of 208.22 feet to an intersection with the Easterly line of the State Road No. 16 – Interstate 95 interchange right of way and the Point of beginning; thence continue South 75°47'06" East, a distance of 858.11 feet to the Northerly line of said Section 8; thence run South 1°27' 06" East, a distance of 341.64 feet to the State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line, said right of way line being a curve to the right having a radius of 5597.58 feet, a chord bearing the North 75°12'31" West and a chord distance of 282.55 feet to the end of said curve; thence run North 16°14'16" East, a distance of 150.00 feet; thence run North 73°45'44" West, a distance of 326.26 feet; thence run South 16°14'16" West, a distance of 150.00 feet to the aforesaid State Road No. 16 – Interstate 95 interchange right of way line; thence run along said right of way line the following described courses: North 51°06'33" West, a distance of 113.61 feet; North 27°32'37" West, a distance of 358.14 feet to the Point of beginning, containing 4.47 acres more or less. The same lands as described in as per O.R. Book 511, Page 600, St. Johns County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A parcel of land in Sections 5 and 8, Township 7 South, range 29 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northwest corner of said Section 8; said corner also being the Southwest corner of said Section 5; thence North 3°50'30" West, on the West line of said Section 5, a distance of 320.79 feet; thence South 75°47'06" East 208.22 feet to the East line of State Road No. 16 – Interstate 95 interchange right of way; thence continuing South 75°47'06" East 698.56 feet to the Point of beginning at the Northwest

corner of the herein described parcel of land; thence continuing South $75^{\circ}47'06''$ East 159.55 feet to the line between said Section 5 and 8; thence South $1^{\circ}27'06''$ East 341.64 feet; thence Westerly on the Northerly right of way line for State Road No. 16 – Interstate 95 interchange, on a curve to the right with a radius of 5597.58 feet through a central angle of $2^{\circ}39'07''$, an arc distance of 259.08 feet (chord being North $75^{\circ}19'44''$ West 259.06 feet); thence North $15^{\circ}28'59''$ East 326.97 feet to the Point of beginning. Containing an aggregate area of 4.02 acres more or less. The same lands as described in O.R. Book 629, Page 782, St. Johns County, Florida.

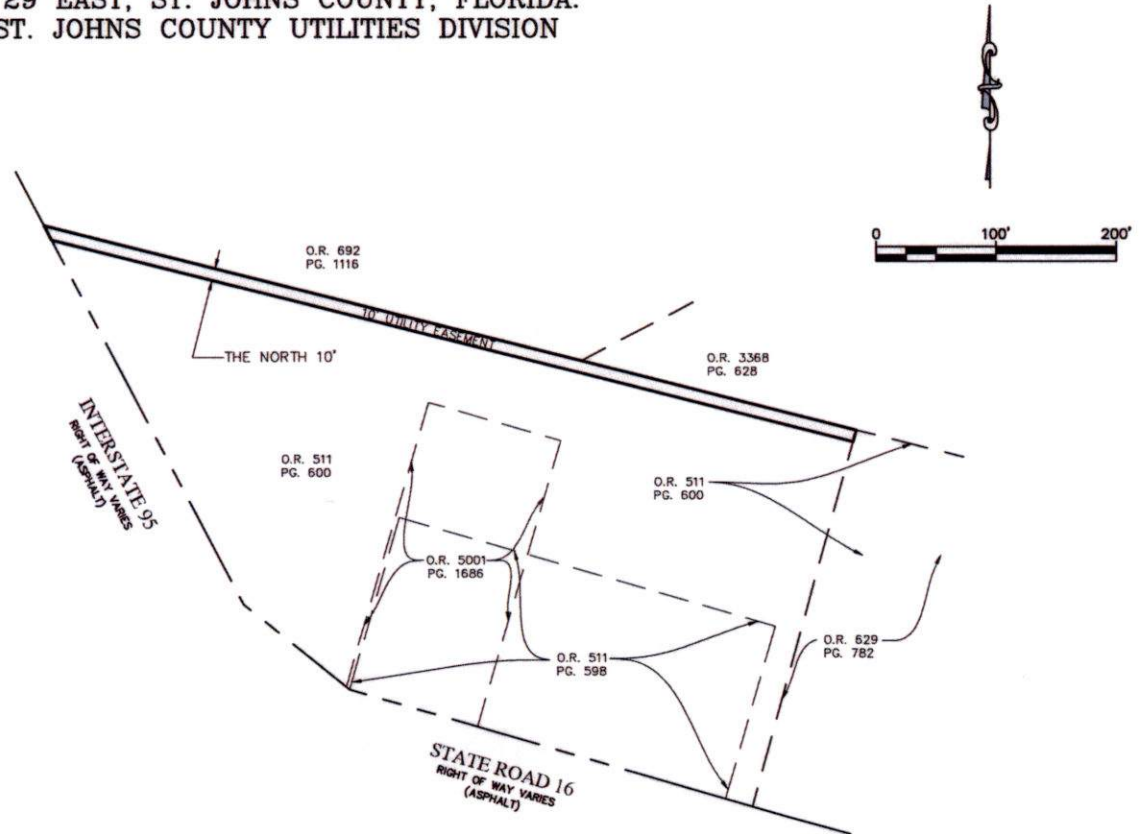
**MAP SHOWING A SKETCH OF DESCRIPTION OF A
PORTION OF SECTIONS 5 AND 8, TOWNSHIP 7 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY UTILITIES DIVISION**

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2021.

LEGEND

O.R. OFFICIAL RECORDS
PG. PAGE



GATE STATION SR 16 AND I 95
10' UTILITY EASEMENT

SKETCH OF DESCRIPTION
DATE OF SKETCH: FEBRUARY 23, 2022



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION**

**500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084**

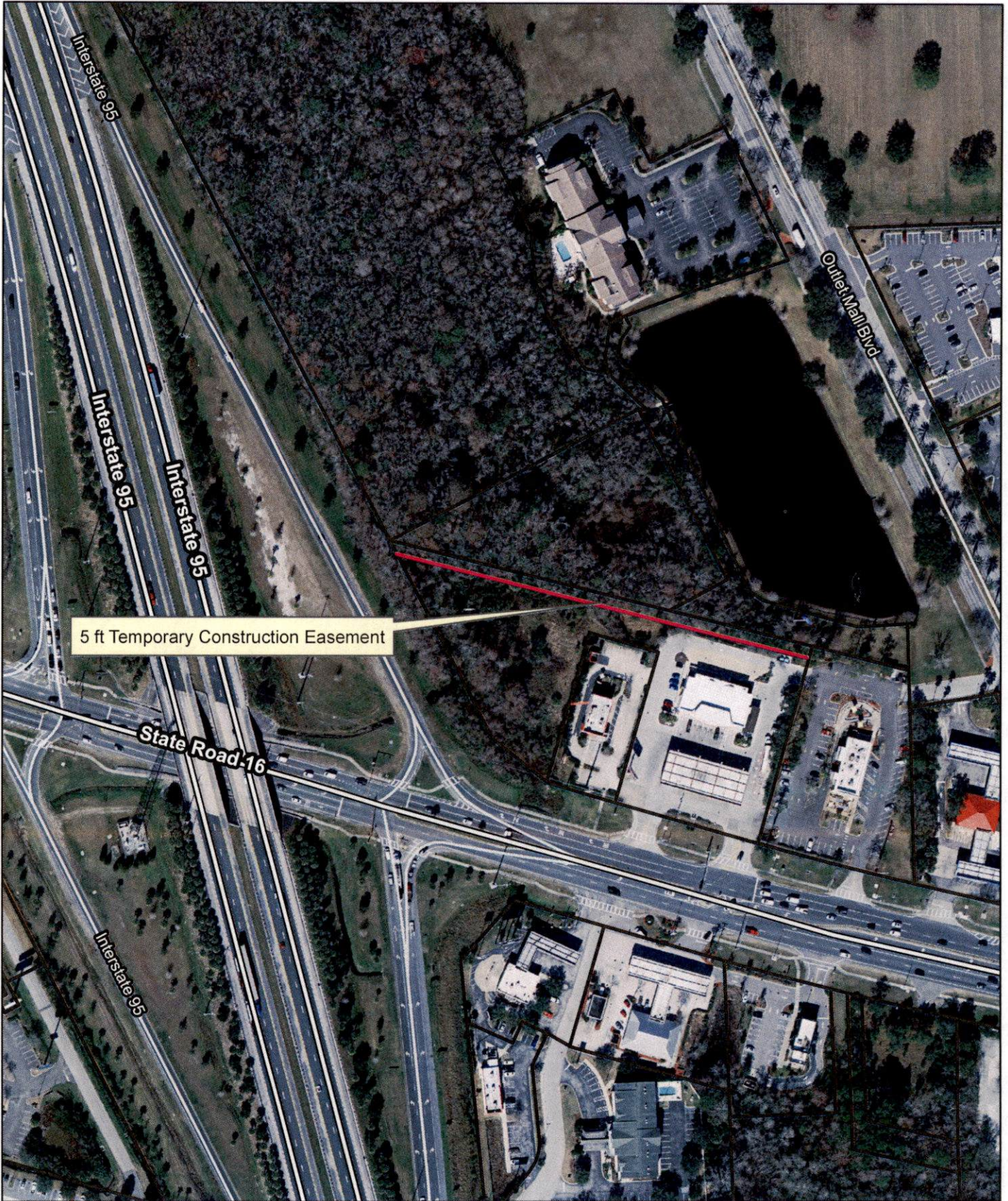
**PATRICIA GAIL OLIVER P.S.M. NO. 4564
Phone (904) 209-0770 Email: goliver@sjcfl.us**

DRAWN BY: J.MANNING

FILE NUMBER: S-1222

SHEET NO. 1

OF 1



5 ft Temporary Construction Easement



2019 Aerial Imagery



October 28, 2022

Temporary Construction Easement

Gate Petroleum Company

Land Mgmt. Systems
Real Estate Division
209-0764

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate Division
disclaims all responsibility for the accuracy
or completeness of the data shown herein.

