

CFN # 2017045067, OR BK: 4008 PG: 1579, Pages 1 / 6, Recorded 8/31/2017 12:11 PM, Doc: E
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$52.50
Deputy Clerk WESTA

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5 day of May, 2017 by **MAGNOLIA POINT COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, with an address of 586 Marsh Landing Parkway, Jacksonville Beach, Florida 32250, hereinafter called "Grantor," to the **CITY OF GREEN COVE SPRINGS**, a Florida municipal corporation, with an address of 321 Walnut Street, Green Cove Springs, Florida 32043, hereinafter called "Grantee."

WITNESSETH:

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

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a nonexclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground reclaimed water main extension, force main system, and water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of underground utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property legally described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water, sewer, and/or reclaimed water utility services only and does not convey any right to install other utilities including, but not limited to, cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns, for the purposes aforesaid. Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement. The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

2. Grantor reserves the right and privilege to use and occupy the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee and not inconsistent with Grantee's use. Grantor shall not erect or construct any building or other structure over the Easement Area except fences and landscape architecture and shall not drill, excavate or operate any well within the Easement Area.

3. All Utility Lines and Associated Equipment 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.

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4. 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 Utility Lines and Associated Equipment located within the Easement area. At Grantor's request, and upon relocation of such lines and equipment 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.

5. 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 property owned by Grantor. In exercising its ingress and egress rights to the easement, Grantee shall enter and depart over routes that will occasion the least practicable damage and inconvenience to Grantor.

6. The Grantee shall maintain all Utility Lines and Associated Equipment located within the Easement Area.

7. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner and shall restore the ground, land and surface area to the condition existing prior to such installation, construction, repair, replacement or removal. Grantee shall further fully restore and replace any fencing, landscaping, drives, private roads, sidewalks or other structures or improvements removed or damaged during access, installation, construction, repair, replacement, removal or maintenance of any Utility Lines and Associated Equipment. Grantee will notify Grantor no less than 48 hours before any construction, installation, repair, replacement, removal or regularly scheduled maintenance work on the Utility Lines and Associated Equipment occurs.

8. Grantee shall have the right to mark the location of any Utility Lines and Associated Equipment by suitable markers set in the ground, but such markers when set in the ground shall be placed on fences or other locations which will not interfere with any reasonable use the Grantor shall make of the surface of the Easement Area.

9. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

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

Signed, sealed and delivered
In the presence of:

[Signature]
Witness

GRANTOR
By: Richard Titus
Its: MCA President

Mike Hallam
Print Name

[Signature]
Witness

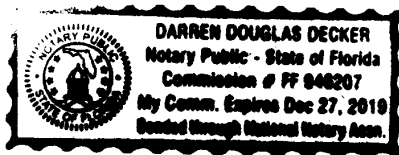
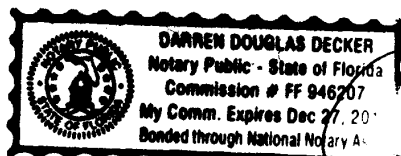
Richard HARRISON
Print Name

State of FLORIDA
County of CLAY

The foregoing instrument was acknowledged before me this 5 day of MAY, 2017, by DICK TITUS who is personally known to me or has produced _____ as identification.

(Seal)

[Signature]
Notary Public
Printed Name:
Commission Expires:



*ERRATA CORRECT.
second stamp*
[Signature]

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EXHIBIT "A"

EASEMENT AREA

A twenty foot (20') wide easement across the westerly boundary of Parcel 37-06-26-015722-002-01 (Bk 2836, Pg 1949 of the Public Records of Clay County, Florida), as more particularly described and shown in the sketch attached as Exhibit B.

EXHIBIT "B"

