

BALCH
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August 15, 2019

VIA FEDERAL EXPRESS

Robert T. Companion, PE
Nassau County Public Works
96161 Nassau Place
Yulee, FL 32097

Re: Crawford Road, Nassau County, FL

Dear Robert:

Enclosed is the original Access and Utility Easement signed by Okefenoke Rural Electric Membership Corporation. Please forward me a copy of Easement once it is recorded.

Please contact me with any questions or if you should need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeremy W. Gregory', with a long horizontal flourish extending to the right.

GWG/em
Encl.

Prepared by and Return to:
Jeremy W. Gregory
Balch & Bingham LLP
1 Independent Drive, Suite 1800
Jacksonville, FL 32202

ACCESS AND UTILITY EASEMENT
(Site Name/Id: Crawford Road)

THIS UTILITY EASEMENT (the "**Agreement**") is made this ____ day of _____, 2019 (the "**Effective Date**"), between Nassau County, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "**Grantor**") and Okefenokee Rural Electric Membership Corporation, a Georgia not-for-profit corporation, whose mailing address is P.O. Box 1229 Hilliard, Florida 32046, its successors, and affiliated and associated companies (collectively "**Grantee**"). For purposes of this Agreement, Grantor and Grantee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

RECITALS

Grantor is the owner of certain real property located in Nassau County, Florida (the "**Easement Parcel**"), more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

In consideration of and in accordance with the terms and conditions contained in this Agreement, Grantee desires to obtain, and Grantor has agreed to grant a utility easement for ingress and egress, and the installation and maintenance of utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel.

AGREEMENT

Now therefore, in consideration of the above recitals, which are incorporated herein and made a part hereof by this reference, and of the covenants herein contained, Grantor hereby covenants and agrees as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the above-referenced Recitals into this Agreement as if fully set forth herein.
2. Grant of Easement. Grantor hereby grants, bargains, sells and releases unto

Grantee, its successors and assigns, a non-exclusive easement (the "Easement") for ingress and egress, and the installation and maintenance of utility wires, poles, cables, conduits, and pipes, over, across, under, or on the Easement Parcel. Grantee, its agents, independent contractors, subtenants, licensees, tenants and invitees shall have the use of the Easement Parcel and may construct, reconstruct, maintain and repair the Easement Parcel to accommodate Grantee's use of the Easement Parcel. During the term of this Agreement, Grantor, at its sole cost and expense, shall be responsible for the routine maintenance, repair, replacement, and upkeep of the surface of the Easement Parcel in a manner consistent with its condition as of the date of this Agreement. Grantee shall be responsible for using the Easement Parcel in a lawful, reasonable, safe, and orderly manner, and shall maintain the area in a manner that ensures said area can be used by Grantee for its intended use. Should the Easement Parcel be damaged by Grantee during Grantee's construction of its improvements, Grantee shall restore the Easement Parcel to at least its pre-construction condition.

3. Term. This Agreement shall be effective and commence as of the date of execution by the Parties and shall remain in force and effect so long as Grantee maintains its utility improvements within the Easement.

4. Assignment. This Agreement may be freely assigned by Grantor to a successor owner of the Easement Parcel. This Agreement may be sold, assigned or transferred by the Grantee without any approval or consent of the Grantor.

5. Covenant Running with the Land; Transfer of Title. The rights herein granted, and the covenants and agreements set forth in this instrument, shall run with the Easement Parcel and shall be binding upon, inure to the benefit of, and be enforceable in actions at law or in equity by Grantee and its respective assigns and successors in interest and by the successors in title and interest to Easement Parcel. Grantor and any subsequent fee simple owner(s) of the Easement Parcel shall be relieved of its obligations and duties hereunder upon conveyance of all of its right, title, and interest in the Easement Parcel to a third party except for those liabilities hereunder which arose during the conveying party's period of ownership. By acceptance of a conveyance of all or any part of the Easement Parcel, a third party assumes all obligations hereunder with respect to the Easement Parcel or such part thereof from the time of conveyance forward.

6. Warranties of Title. Grantor covenants and warrants with and to Grantee that Grantor is lawfully seized of the Easement Parcel in fee simple and that Grantor has good right and lawful authority to grant and convey this Easement. Grantor further covenants that there are no liens, judgments or impediments of title on the Easement Parcel, or affecting Grantor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Easement Parcel by Grantee as set forth above.

7. Notices. Any notice which either party may or is required to give hereunder shall be given in writing to the other party, each at the address set forth below, or at such other address as may be designated in writing by the parties from time to time by (i)

certified or registered mail, return receipt requested, postage prepaid; (ii) overnight delivery, delivery fees prepaid; or (iii) facsimile with a hard copy to follow via first class mail, postage prepaid. Rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver:

To Grantor: Nassau County
96135 Nassau Place, Suite 1
Yulee Florida, 32097
Attention: County Manager

To Grantee: Okefenokee Rural Electric Membership Corporation
P.O. Box 1229
Hilliard, Florida 32046
Attention: Mark White

8. Construction. The rule of strict construction shall not apply to this Agreement. This Agreement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the parties, the intent of the parties being as heretofore set forth. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other government or judicial authority by reason of either party having, or being deemed to have, structured, drafted, or specified such provision. To the extent the grant made hereby shall fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of Grantor's interest in and to any part of the Easement Parcel.

9. Governing Law; Jurisdiction. The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in the County of Nassau, State of Florida.

10. Indemnification. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens and damages, including reasonable attorney's fees, incurred or suffered by Grantor, arising out of Grantee's use of the Easement Parcel, or arising out of Grantee's failure to properly exercise the rights, duties, obligations, and liabilities under this Agreement as required above. Likewise, to the extent permitted by law, Grantor hereby agrees to indemnify and hold Grantee harmless from and against any and all loss, claims, liabilities, actions, causes of action, expenses, obligations, duties, liens, and damages, including reasonable attorney's fees, incurred or suffered by Grantee, arising out of Grantor's use of the Easement Parcel, or arising out of Grantor's failure to maintain the Easement Parcel and properly exercise the rights, duties, obligations, and liabilities under this Agreement as required above. Nothing herein is intended to act as a waiver of the Grantor's sovereign immunity and/or limits of liability as set forth in section

768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability, or otherwise.

12. Modification. This Agreement, once executed and delivered, shall not be modified or altered in any respect except by a writing executed by both Grantor and Grantee and/or their respective successors or assigns.

13. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute a binding agreement between all parties hereto.

14. Fiscal Funding. In the event that funds are not appropriated by Grantee in any succeeding fiscal year for tasks and obligations of Grantee described herein, then Grantee shall be relieved of these tasks and obligations as of expiration of the fiscal year for which funds are appropriated and expended, without penalty or expense to Grantee, until a fiscal year for which funds are budgeted and appropriated.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the date set forth above.

WITNESSES:

Print Name: _____

Print Name: _____

GRANTOR:

Nassau County,
a political subdivision of the State of
Florida

Name: _____

Title: _____

Date: _____

GRANTOR:

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____ as _____ (Title) for Nassau County,
a political subdivision of the State of Florida, on behalf of Nassau County. He / She is personally
known to me or has produced _____ as identification.

Print Name: _____

Notary Public, State of: _____

WITNESSES:

Kimi Harris
Print Name: Kimi Harris

Nancy White
Print Name: Nancy White

GRANTEE:

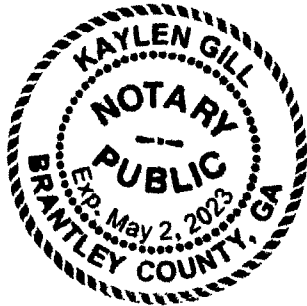
Okefenokee Rural Electric Membership Corporation,
a Georgia not-for-profit corporation

John Middleton
Name: John Middleton
Title: General Manager
Date: August 7, 2019

GRANTEE:

STATE OF Georgia
COUNTY OF Brantley

The foregoing instrument was acknowledged before me this 1 day of August, 2019, by John Middleton as General Manager (Title) for Okefenokee Rural Electric Membership Corporation, a Georgia not-for-profit corporation, on behalf of the corporation. He / She is personally known to me or has produced _____ as identification.



Kaylen Gill
Print Name: Kaylen Gill
Notary Public, State of: Georgia

USE PDF INSTEAD

Exhibit "A"

A PARCEL OF LAND LYING IN SECTIONS 1,2,3,7 AND 8, TOWNSHIP 1 NORTH, RANGE 23 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 8 THENCE SOUTH 00°39'46" ALONG THE EAST LINE THEREOF A DISTANCE OF 983.30 FEET TO IT'S INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CRAWFORD ROAD (A COUNTY MAINTAINED RIGHT OF WAY); THENCE NORTH 79°27'20" WEST ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 5326.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3860.00 FEET AND A CENTRAL ANGLE OF 7°23'55" (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°15'01" WEST , 498.09 FEET) ; THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY MAINTAINED RIGHT OF WAY AN ARC DISTANCE OF 498.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 82°18'04" WEST ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 1430.81 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE NORTH 81°33'03" WEST ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 2533.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13°22'29" WEST A DISTANCE OF 8.08 FEET; THENCE SOUTH 73°02'37" EAST A DISTANCE OF 384.96 FEET; THENCE SOUTH 81°33'03" EAST A DISTANCE OF 2154.20 FEET; THENCE SOUTH 82°18'04" EAST A DISTANCE OF 1430.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 13,975.00 FEET AND A CENTRAL ANGLE OF 02°07'24" (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 81°14'23" EAST 517.89 FEET); THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 517.92 FEET TO IT'S INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF THE GEORGIA SOUTHERN AND FLORIDA RAILWAY COMPANY (A 150.00' RIGHT OF WAY AS NOW ESTABLISHED) SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5804.58 AND HAVING A CENTRAL ANGLE OF 03°28'01" (SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH 83°20'43" WEST 351.17 FEET); THENCE ALONG THE ARC OF SAID CURVE AND THE NORTHERLY RIGHT OF WAY LINE THEREOF AN ARC DISTANCE OF 351.22 FEET TO IT'S INTERSECTION WITH THE SOUTHERLY MAINTAINED RIGHT OF WAY OF SAID CRAWFORD ROAD AND ALSO BEING THE POINT OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 13,960.00 FEET AND A CENTRAL ANGLE OF 00°41'03" (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 81°57'32" WEST 166.70 FEET); THENCE ALONG THE ARC OF SAID CURVE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG THE SOUTHERLY MAINTAINED RIGHT OF WAY LINE OF SAID CRAWFORD ROAD AN ARC DISTANCE OF 166.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°18'04" WEST ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY A DISTANCE OF 1431.13 FEET AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE NORTH 81°33'03" WEST ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY A DISTANCE OF 2233.61 FEET; THENCE NORTH 11°27'20" EAST DEPARTING SAID MAINTAINED RIGHT OF WAY A DISTANCE OF 11.64 FEET; THENCE NORTH 73°02'37" WEST A DISTANCE OF 360.83 FEET; THENCE NORTH 81°33'04" WEST A DISTANCE OF 644.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3845.00 FEET AND A CENTRAL ANGLE OF 07°23'55" (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85°15'01" WEST, 496.16 FEET.); THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 496.50 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°56'59" WEST A DISTANCE OF 1368.36 FEET; THENCE SOUTH 82°08'17" WEST A DISTANCE OF 369.06 FEET TO IT'S INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 121 (A 100' RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 20°16'23" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 30.78 FEET; THENCE NORTH 69°43'50" WEST DEPARTING SAID RIGHT OF WAY LINE A DISTANCE OF 18.68 FEET; THENCE NORTH 19°55'32" EAST A DISTANCE OF 37.68 FEET; THENCE NORTH 82°08'17" EAST A DISTANCE OF 310.65 FEET; NORTH 01°03'01" EAST A DISTANCE OF 11.30 FEET TO IT'S INTERSECTION WITH THE NORTHERLY MAINTAINED RIGHT OF WAY LINE OF SAID CRAWFORD ROAD ; THENCE SOUTH 88°56'59" EAST ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY A DISTANCE OF 1441.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3860.00 FEET AND A CENTRAL ANGLE OF 7°23'55" (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 85°15'01" EAST, 498.09 FEET) THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY MAINTAINED RIGHT OF WAY AN ARC DISTANCE OF 498.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 81°33'04" EAST ALONG SAID NORTHERLY MAINTAINED RIGHT OF WAY A DISTANCE OF 700.20 FEET TO THE POINT OF BEGINNING. CONTAINING 2.52 ACRES.

REF.: D-19-050
REF.: D-17-079
V.O. NO.: D-19-073