

SEC. 7 TWP. 4S. RGE. 26E.
FOLIO/PARCEL ID NO. 07-04-26-013065-000-00
PROJECT NO. D0016490

PREPARED BY
AND RETURN TO:

Monica Otero
Real Estate Department
Peoples Gas System
P.O. Box 2562
Tampa, FL 33601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **SCHOOL BOARD OF CLAY COUNTY**, a public corporation, whose address is 900 Walnut Street, Green Cove Springs, Florida 32003 (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **PEOPLES GAS SYSTEM**, A DIVISION OF TAMPA ELECTRIC COMPANY, a Florida corporation, P.O. Box 2562, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Clay County, Florida, described as follows:

See Exhibit “A” attached hereto and by reference made a part hereof (“Easement Parcel”)

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Underground gas line and aboveground and underground necessary appurtenances thereto (“Facilities”).

The width of the Easement (the “Easement Area”) shall be ten (10) feet lying five (5) feet on each side of the centerline of the Facilities as installed or to be constructed. The approximate location of the Easement Area is shown on the drawing attached hereto as Exhibit “B”.

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep rooted vegetation upon said Easement Area and upon the Grantor’s lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

Company shall promptly repair any damage to the Easement Area, or any other property not owned by Company, caused by Company exercising its rights under this agreement, including ground cover, planting, roadways, driveways, sidewalks, and parking areas.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Easement parcel provided that it does not and will not directly interfere with the Company’s Facilities, does not change grade, and does not cause water impoundment. Grantor further acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (ch. 556 Fla. Stat.), that Grantor is obligated to notify “Sunshine State One-Call of Florida, Inc.” of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Company’s Facilities.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

The Company agrees to amend the Easement Area at such time as Grantor provides to Company a survey of the natural gas facilities contemplated herein and a specific legal description of the revised easement area acceptable to the Company.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this ____ day of _____, 2020.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

SCHOOL BOARD OF CLAY COUNTY,
a public corporation,

WITNESS: _____
Print Name: _____

By: _____
Name: _____
Title: _____

WITNESS: _____
Print Name: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____ 2020 by _____ as _____ of _____, on behalf of the corporation by means of physical presence or online notarization. She/He personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires:

EXHIBIT "A"

Legal Description:

A portion of Section 7, Township 4 South, Range 26 East, Clay County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 7 and run thence North 89°11' East along the South line of Section 7 a distance of 1,230.86 feet to iron pipe; thence run North 89°11' East along the South line of Section 7 a distance of 50 feet to the point of beginning; thence continue North 89°11' East along the South line of Section 7 a distance of 300 feet to a point; thence North 2°5' West a distance of 1,486.62 feet, more or less, to a point in the Southerly right-of-way of State Road 224; thence South 87°55' West along the Southerly right-of-way line of State Road 224 a distance of 300 feet to a point; Thence South 2°5' East a distance of 1,486.62 feet, more or less, to the point of beginning.

TOGETHER WITH:

Part of Section 7, Township 4 South, Range 26 East, Clay County, Florida also being a portion of Lots 28 & 53, a portion of Kingsley Avenue and a portion of Adams Street, Section 7, Orange Park, According to map recorded in Plat Book 1, page 23 of the public records of said county, more particularly described as:

Commence at the Southwest corner of Section 7, Township 4 South, Range 26 East, thence on the South line thereof North 89 degrees 11 minutes East 1,230.86 feet to the point of beginning, thence continue on last said line North 89 degrees 11 minutes East 50.0 feet, thence North 02 degrees 05 minutes West 1,487.73 feet, thence on the South line of State Road No. 224, South 87 degrees 55 minutes West 50.0 feet, thence South 02 degrees 05 minutes East 1,486.62 feet to the point of beginning. The area of the above described land being 1.70 acres plus or minus.

