

This instrument prepared by:  
Mollie M. Garrett, Esq.  
463688 State Rd 200 STE 1-315  
Yulee, FL 32097  
Consideration: \$ \_\_\_\_\_

**GRANT OF EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS GRANT OF EASEMENT AND MAINTENANCE AGREEMENT (the "Easement Agreement") dated this 8th day of February, 2013 (the "Effective Date"), is entered into by and between **NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida** (hereinafter "County"), whose address is 96135 Nassau Place, Yulee, FL 32097, and **FLORIDA PUBLIC UTILITIES COMPANY, a Florida corporation** (hereinafter "FPU"), whose address is 917 8<sup>th</sup> Street Fernandina Beach, FL 32034.

RECITALS:

A. FPU has purchased from the County certain real property described in Exhibit "A" attached hereto (hereinafter the "Subject Property"), which ownership will be subject to certain easement rights reserved by the County as more particularly set forth herein.

B. A portion of the Subject Property (the "Easement Area") has been improved with certain underground and above-ground structures related to water and wastewater treatment; water and wastewater distribution and collection and stormwater management facilities; utility operations including, but not limited to ponds, utilities and fencing as required by the Department of Homeland Security for utility water and wastewater facilities (collectively referred to herein as the "Improvements"), and the parties desire the County to have certain easement rights in connection with the County's ongoing use of the Improvements in the Easement Area, all as more particularly set forth herein.

FOR and IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. FPU hereby conveys and grants to the County and the County hereby reserves unto itself, its agents, successors and assigns, a perpetual easement over, across and through the Easement Area for all activities necessary for the operation, use, maintenance and repair of the Improvements (the "Permitted Uses"). The County is permitted to expand existing Improvements or construct new improvements to the extent either is necessary for the County to operate the Improvements existing on the Effective Date hereof at the potential maximum capacity (the "Permitted Expansion"), provided that the Permitted Expansion is located within the Easement Area as it exists on the Effective Date hereof. The right to use and occupy the Easement Area is non-exclusive and FPU hereby reserves the right to utilize the Subject Property so long as such use does not unreasonably conflict with the rights granted to County herein. The use and operations of the Improvements are exclusive to the County.

2. County shall have a non-exclusive easement to access the Easement Area over and across the Subject Property with its equipment and personnel only for the Permitted Uses. FPU shall not unreasonably interfere with the County's exercise of its rights as set forth in this Easement Agreement, and the County will comply with all applicable laws, rules, regulations and ordinances in the exercise of its rights hereunder. The County shall not unreasonably interfere with FPU's ownership, possession and use of the Subject Property and Easement Area. The County agrees that FPU shall have no responsibility whatsoever for safekeeping, securing or maintaining the Easement Area or the Improvements. None of FPU or its affiliates, nor any principal, employee, agent, representative, contractor or subcontractor of any of the foregoing (each, an "Exculpated Party") shall be liable to the County or any other party for any loss or damage to or destruction of any of the Improvements or any bodily injury or property damage occurring as a result of the County's exercise of its rights under this Easement Agreement, unless such loss, damage or destruction was the result of, directly or indirectly, any willful or grossly negligent acts or

omissions of FPU, any other Exculpated Party. It is the intent of the parties that the exculpation provided in this Section be interpreted in the broadest manner possible under this Agreement and applicable law.

3. In the event the County's activities on the Subject Property modify, damage or disturb the Subject Property, the County will restore the Subject Property, at its own expense, to as near as practicable the condition which existed prior to County's entry thereon. In the event FPU causes any damage to the Improvements located on the Easement Area, FPU shall bear the costs and expense of repairing such damaged Improvements. In the event FPU fails to make any such repairs in a reasonably timely manner after written notice from the County specifying the repairs reasonably requested by the County, then the County may make such repairs and collect the actual and documented costs of those repairs from FPU.

4. To the extent permitted by Section 768.28, Florida Statutes, the County agrees to indemnify and hold FPU harmless for, from and against any and all losses, claims or damages (including reasonable attorneys' fees and costs) incurred by FPU arising out of arising from the rights granted to the County hereunder by the County, its agents, employees, and contractors; however, nothing herein shall be deemed a waiver, express or implied of the County's sovereign immunity under Section 768.28, Florida Statutes.

5. This Easement Agreement shall run with title to the Subject Property, and all covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assignees of the respective parties hereto.

6. This Easement Agreement shall be recorded in the Public Records of Nassau County, Florida.

7. This Easement Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the

laws of any other state or nation. The venue of any action taken pursuant to this Easement Agreement shall be in Nassau County, Florida.

8. Parties have read this Easement Agreement and understand the provisions set forth herein, and have the authority to execute this Easement Agreement.

9. Should either party seek to enforce this Easement Agreement, the prevailing party shall be entitled to reasonably attorney's fees and costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collection.

10. Time is of the essence.

11. This agreement may be executed in one or more counterparts, which when taken together, shall form one complete original.

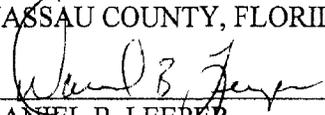
**IN WITNESS WHEREOF** the parties hereto have set their hand and seal, the day and year first above written.

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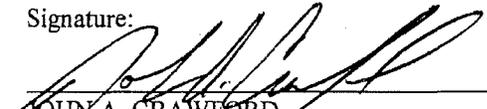
SIGNATURE PAGES TO FOLLOW]

NASSAU COUNTY, FLORIDA,  
a political subdivision of the State of Florida

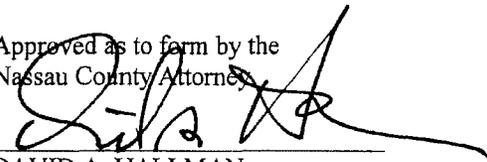
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
DANIEL B. LEEPER  
Its: Chairman

Attest as to Chairman's  
Signature:

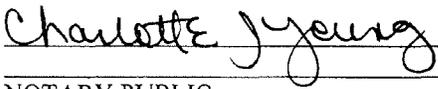
  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

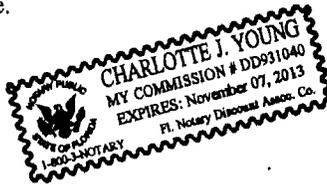
Approved as to form by the  
Nassau County Attorney

  
DAVID A. HALLMAN

State of Florida                    )  
  )S  
County of Nassau                 )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2013 by DANIEL B. LEEPER, as Chairman and on behalf of the Nassau County Board of County Commissioners for Nassau County, Florida, who is personally known to me.

  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 11-7-13



Witnesses:

[Signature]  
Print Name: JANINE ROYE

[Signature]  
Print Name: Shane Magnus

**FLORIDA PUBLIC UTILITIES COMPANY,**  
a Florida Corporation.

By: [Signature]  
Print Name: JEFF HOUSEHOLDER  
Its: PRESIDENT

State of FL )  
  )S  
County of JACKSON )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of February, 2013 by Jeff Householder, the President of Florida Public Utilities Company, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Donna T. Fowler  
NOTARY PUBLIC  
State of FL at Large  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"****Legal Description of the Subject Property**

A PORTION OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF JULIA STREET (ALSO KNOWN AS "AMELIA ISLAND PARKWAY") WITH THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 105 (A-1-A), A 200 FOOT RIGHT-OF-WAY, THENCE NORTH 02 DEGREES 19 MINUTES 50 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 536.29 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 14, THENCE CONTINUE NORTH 02 DEGREES 19 MINUTES 50 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 166.17 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE NORTH 02 DEGREES 19 MINUTES 50 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 407.13 FEET, THENCE NORTH 87 DEGREES 01 MINUTES 27 SECONDS EAST DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.43 FEET TO THE NORTHWESTER CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 189, PAGE 340 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THENCE SOUTH 02 DEGREES 19 MINUTES 50 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LANDS A DISTANCE OF 170.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS, THENCE NORTH 87 DEGREES 01 MINUTES 27 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LANDS A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS, THENCE SOUTH 02 DEGREES 19 MINUTES 50 SECONDS WEST A DISTANCE OF 91.57 FEET, THENCE SOUTH 27 DEGREES 48 MINUTES 01 SECONDS WEST A DISTANCE OF 159.42 FEET TO THE POINT OF THE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 39.00 FEET THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65 DEGREES 46 MINUTES AND 17 SECONDS AN ARC DISTANCE OF 44.77 FEET AND BEING SUBTENDED BY A CHORD BEARING AND CHORD DISTANCE OF SOUTH 60 DEGREES 41 MINUTES 09 SECONDS WEST, 42.35 FEET TO A POINT OF A TANGENCY THENCE NORTH 86 DEGREES 25 MINUTES AND 43 SECONDS WEST A DISTANCE OF 94.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED STATE ROAD NO. 105 (A-1-A) AND THE POINT OF BEGINNING.