Prepared by and Return to:
Geremy W. Gregory
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Inst: 201945030396 Date: 09/23/2019 Time: 2:42PMI Page 1 of 8 B: $\mathbf{2 3 0 5}$ P: 1308, Doc Type: EAS John A. Crawford, Clerk of Court, Nassau County, By: RG, Deputy Clerk Doc Stamp-Deed: 0.70

# ACCESS AND UTILITY EASEMENT 

(Site Name/Id: Crawford Road)

THIS UTILITY EASEMENT (the "Agreement") is made this 18 th day of September, 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 "Granter") 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, Granter hereby covenants and agrees as follows:

1. Recitals. The Parties hereby acknowledge and incorporate the abovereferenced 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<br>96135 Nassau Place, Suite 1<br>Yulee Florida, 32097<br>Attention: County Manager<br>To Grantee: Okefenokee Rural Electric Membership Corporation<br>P.O. Box 1229<br>Hilliard, Florida 32046<br>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.
11. 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.
12. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute a binding agreement between all parties hereto.
13. 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:

Heather oft
Print Name: Heather Nazworth


## GRANTOR:

Nassau County,
a political subdivision of the State of Florida


## GRANTOR:

## STATE OF FLORIDA

## COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 18 day of September2019, by Justin Taylor as Chairman (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 $\qquad$ as identification.


## WITNESSES:



## GRANTEE:

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


## GRANTEE:


day of flugust, 2019, by John Middleton acknowledged before me this
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 $\qquad$ as identification.


USE PDF INSTEAD

## Exhibit "A"

A PARCEL OF LAND LYNG IN SECTIONS $1,2,3,7$ AND B, 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 $00^{\circ} 39^{\circ} 46^{\prime \prime}$ ALONG THE EAST LINE THEREOF A DISTANCE OF 983.30 FEET TO IT'S INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF CPAWFORD ROAD ( A COUNTY MANTANED RIGHT OF WAY); THENCE NORTH 79227 $20^{\circ}$ WEST ALONG SAID NORTHERLY MANTANED RIGHT OF WAY UNE 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 $723^{\prime} 55^{\prime \prime}$ ( SAND CURVE BEING SU日TENDED BY A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ} 15^{\circ} 01^{\circ}$ WEST . 498.09 FEET) : THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY MANTANED RIGHT OF WAY AN ARC DISTANCE OF 498.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH $82^{\circ} 18^{\prime} 04^{\prime \prime}$ WEST ALONG SAID NORTHERLY MAINTANED RIGHT OF WAY LINE A DISTANCE OF 1430.81 FEET TO AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE NORTH $81^{\circ} 33^{\prime} O 3^{\circ}$ WEST ALONG SAD NORTHERLY MAINTAINED RIGHT OF WAY LINE A dISTANCE OF 2533.71 FEET TO THE POINT OF BEGINNING; THENCE SOUTH $1522^{\prime} 29^{\prime \prime}$ WEST A DISTANCE OF 8.08 FEET; THENCE SOUTH $75^{\circ} 02^{\prime} 37^{\prime \prime}$ EAST A DISTANCE OF 384.96 FEET; THENCE SOUTH $81^{\circ} 33^{\circ} O 3^{\prime \prime}$ EAST A DISTANCE OF 2154.20 FEET: THENCE SOUTH $82^{1} 18^{\prime}$ O $^{\prime \prime}$ EAST A DISTANCE OF 1430.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAMNG A RADIUS OF $13,975.00$ FEET AND A CENITAL ANGLE OF O207'24" (SAID CURVE GEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $811^{\circ} 14^{\circ} 23^{\circ}$ EAST 517.89 FEET): THENCE ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 517.92 FEET TO T'S INTERSECTION WTH THE NORTHERLY RIGHT OF WAY UNE OF THE GEORGIA SOUTHERN AND FLORIDA RALWAY COMPANY ( A $150.00^{\circ}$ RIGHT OF WAY AS NOW ESTABUSHED) SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 5804.58 and having a CENTRAL ANGLE OF OJ $28^{\prime} 01{ }^{\prime \prime}$ (SAD CURVE HAVING A CHORD BEARING AND DISTANCE OF NORTH $83^{\circ} 20^{\circ} 43^{\circ}$ 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 T'S INTERSECTION WITH THE SOUTHERLY MANTAINED RIGHT OF WAY OF SADD 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 $00^{\circ} 41^{\circ} 03^{\circ}$ (SAID CURVE BEING SUBTENDED EY A CHORD BEARING AND DISTANCE OF NORTH $81^{\circ} 57^{\prime} 32^{\prime \prime}$ WEST 166.70 FEET); THENCE ALONG THE ARC OF SAD CURVE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG THE SOUTHERLY MANTANED RIGHT OF WAY LINE OF SAID CRAWFORD ROAD AN ARC DISTANCE OF 166.70 FEET TO THE POINT OF TANGENCY; THENCE NORTH BZ $18{ }^{\circ}$ O4" WEST ALONG SAID SOUTHERLY MANTAINED RIGHT OF WAY A DISTANCE OF 1431.13 FEET AN ANGLE POINT IN SAID RIGHT OF WAY; THENCE NORTH B1'33'O3' WEST ALONG SAID SOUTHERLY MAINTAINED RIGHT OF WAY A DISTANCE OF 2233.61 FEET; THENCE NORTH $11^{\circ} 27^{\prime} 20^{\prime \prime}$ EAST DEPARTING SAND MANTANED RIGHT OF WAY A DISTANCE OF 11.64 FEET; THENCE NDRTH $7502^{\prime} 37^{\circ}$ WEST A DISTANCE OF $36 D .83$ FEET; THENCE NORTH $81^{\circ} 33^{\prime} 04^{\circ}$ 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 CENTRA. angle of ot $23^{\prime 5} 55^{\circ}$ (SND CURVE beng SUBTENDED ET A CHORD BEARING AND DISTANCE OF NORTH $85^{\circ} 15^{\prime} 1^{\circ} 1^{\circ}$ WEST, 496.16 FEET.); THENCE ALONG THE ARC OF SAD CURVE AN ARC DISTANCE OF 496.50 FEET TO THE POINT OF TANGENCY: THENCE NORTH $86^{\circ} 56^{\prime} 59^{*}$ WEST A DISTANCE OF 1368.36 FEET; THENCE SOUTH $82^{\circ} 08^{\prime} 17^{\circ}$ WEST A DISTANCE OF 369.06 FEET TO IT'S INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 121 ( A $100^{\circ}$ RIGHT OF WAY AS NOW ESTABUSHED); THENCE SOUTH 2G $16^{\prime} 23^{\circ}$ WEST ALONG SAID EASTERLY RIGHT OF WAY LNE A DISTANCE OF 30.78 FEET; THENCE NORTH $69^{\circ} 43^{\circ} 50^{\circ}$ WEST DEPARTING SAID RIGHT OF WAY UNE A DISTANCE OF 18.68 FEET; THENCE NORTH $19^{\circ} 55^{\prime \prime} 32^{\circ}$ EAST A DISTANCE OF 37.68 FEET; THENCE NORTH $82^{\circ} 08^{\prime} 17$ EAST A DISTANCE OF 310.65 FEET; NORTH O1"O3'01" EAST A DISTANCE OF 11.30 FEET TO $\mathrm{TT}^{\prime}$ 'S INTERSECTION WITH THE NORTHERLY MAINTANED RIGHT OF WAY UNE OF SAID CRAWFORD ROAD ; THENCE SOUTH 8BE56'59' EAST ALONG SAD NORTHERLY MNNTANED RIGHT OF WAY A DISTANCE OF 1441.65 FET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A radius of 3860.00 feet ano a Central angle of $723^{\prime} 55^{\circ}$ ( SAD CURVE being subtended by a chord gearing and distance of south biais'01" east. 498.09 FEET) THENCE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY MANTANED RIGHT OF WAY AN ARC DISTANCE OF 498.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $81^{\prime} 33^{\prime} 04^{*}$ EAST ALONG SAID NORTHERLY MANTAINED RIGHT OF WAY A DISTANCE OF 700.20 FEET TO THE POINT OF BEGINNING. CONTANING 2.52 ACRES.


