

ACCESS EASEMENT

THIS ACCESS AGREEMENT entered into this 15<sup>th</sup> day of JUNE, 1993, by and between Bible Baptist Church of Callahan, hereinafter referred to as "Grantor", and **NASSAU COUNTY, FLORIDA**, whose post office address is Post Office Box 1010, Fernandina Beach, FL 32034 hereinafter referred to as "County".

RECITALS

1. Grantor is the owner of certain lands situated in Nassau County, Florida, upon which the County will construct and place a well.

2. The County has requested that Grantor provide an access easement for the placement of said wells.

3. Grantor has agreed to provide the County with the requested access easement and has entered into this agreement to effectuate that purpose.

GRANT

WITNESSETH: Grantor, for and in consideration of ten and no/100 dollars (\$10.00) and other good and valuable consideration, does hereby grant to the County, as an access easement, a non-exclusive access easement to place a well, subject to the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

THIS GRANT is made upon the following terms and subject to the following conditions:

1. USE

(a) The County shall have the right to construct and

place a well on Grantor's premises. The County will commence construction as soon as possible. The County has contracted with Freeman Well Drilling to install the wells and on Grantor's premises.

(b) Exclusive use of the access easement premises is not granted, and Grantor retains the right to use the easement premises for any purpose.

(c) The County may install the wells upon Grantor's property.

(d) Grantor shall be responsible to maintain the wells after the installation is completed.

2. DURATION. All provisions of this instrument, including the benefits and burdens are binding upon and inure to the heirs, successors, assigns, tenants, and representatives of the parties hereto. Wherever the term Grantor or the County may be used in this instrument, the term shall include the heirs, successors, or assigns of the respective party, and shall not be construed to be solely a personal covenant of the named party.

3. RELEASE AND TERMINATION. This access easement and the rights created hereby shall be canceled, terminated and released by the completion of the installation of the wells as indicated by Freeman Well Drillers.

4. Grantor warrants title sufficient to make this grant, without the necessity of joinder of any other entity or party.

IN WITNESS WHEREOF, this access easement grant has been

executed by the Grantor and accepted in writing by the County.

GRANTOR

Duggie S. Thompson  
John W. Thompson

Witnesses as to Grantor

Victor P. Davis  
Victor P. Davis (Trustee)  
Velmer L. Anderson  
Velmer L. Anderson (Trustee)

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

James E. Testone  
JAMES E. TESTONE  
Its: Chairman

ATTEST:

T. J. GREENSON  
T. J. GREENSON  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney

[Signature]

STATE OF Florida

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 15<sup>th</sup>  
day of JUNE, 1993, by Victor P. Davis (Trustee)  
and Velmer L. Anderson (Trustee), who is/are personally known to  
me or who has/have produced \_\_\_\_\_ as

identification and who did (did not) take an oath.

Harry J. Mumford

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: August 3, 1996



HARRY JAMES MUMFORD  
MY COMMISSION # CC 219548 EXPIRES  
August 3, 1996  
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 14<sup>th</sup>  
day of June, 1993, by **JAMES E. TESTONE**, who is  
personally known to me and who did take an oath.

Beth Kittrell

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

BETH KITTRELL, NOTARY PUBLIC  
THE STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES 02-28-94

15/b: easement