

FILED AND RECORDED
DATE 08/09/2005 TM 11:27

GREG GODWIN CLERK
CO:HAMILTON ST:FL

RECORD VERIFIED
BY J. DuBose



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made by and among HAMILTON LAND LEASING, LLC, a Florida limited liability company ("GRANTOR"), whose address is 3500 VFA De La Rocha, JAX, FL and HAMILTON 129, LLC, a Florida limited liability company ("GRANTEE"), whose address is 9625 Wcs Kearney Way, Riverview, FL 33569.

RECITALS

A. GRANTOR is the owner of that certain real property in Hamilton County, Florida described in Exhibit A attached hereto (the "GRANTOR Property").

B. GRANTEE is the owner of certain real property in Hamilton County, Florida more particularly described in Exhibit B hereto (the "GRANTEE Parcel").

C. GRANTEE seeks a perpetual, non-exclusive easement across the GRANTOR Property for the purpose of draining the GRANTEE Parcel, including the installation, repair, replacement, maintenance, and use of drainage facilities.

WITNESSETH:

NOW, THEREFORE, GRANTOR and GRANTEE, their successors and assigns, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by GRANTEE and GRANTOR, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Easement Grant.

(a) GRANTOR grants, sets over, conveys and delivers to GRANTEE, its agents, contractors, lessees, guests, successors and assigns, for the benefit of the GRANTEE Parcel, a perpetual, non-exclusive easement over and across the GRANTOR Property for drainage, detention and retention including the installation, repair, replacement, maintenance and use of drainage facilities to be constructed and installed on the GRANTOR Property by GRANTEE. The use may include either open or underground drainage facilities. The foregoing easement shall be referred to collectively hereinafter as the "Easement." The Easement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the GRANTOR Property, and shall run with and benefit the GRANTEE Parcel.

DOCUMENTARY STAMP 70
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GREG GODWIN, CLERK OF
COURTS, HAMILTON COUNTY
BY J. DuBose D.C.

(b) GRANTOR warrants that it is lawfully seized in fee simple of the GRANTOR Property, that it has good and lawful authority to convey the GRANTOR Property or any part thereof or interest therein, that the GRANTOR Property is free and clear of any claims and encumbrances that would prevent the use of the GRANTOR Property by GRANTEE for its intended purposes, and that GRANTOR will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

2. Additional Terms of the Easement. The Easement is subject to the following:

(a) Immediately following the construction, reconstruction or repair of any improvements within the Easement Area by GRANTEE or its agents, GRANTEE will cause to be removed all debris, surplus material and construction equipment from any portion of the GRANTOR Property, and will leave such premises in a neat and presentable condition.

(b) GRANTEE hereby agrees to indemnify, defend and hold GRANTOR harmless from and against: (i) any and all mechanic's and materialmen's liens which may arise out of or in any way relate to the construction by GRANTEE of its improvements on the Easement, or the subsequent maintenance and repair of GRANTEE's improvements; and (ii) all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or caused by GRANTEE, its agents, tenants, contractors, lessees, successors and assigns use of the easement and rights granted hereunder.

(c) GRANTOR hereby consents to the approval of all permit applications, and resulting permits, affecting the GRANTOR Property that GRANTEE, its successors and assigns, may file with any governmental authority which GRANTEE deems necessary for use of the Easement or the construction, reconstruction, installation, operation, maintenance, relocation, repair, removal and inspection of any improvements constructed or installed by GRANTEE pursuant to the rights granted it hereunder, provided that such approvals and permits are consistent with the limitations and rights of the parties as otherwise expressed herein.

(d) All easements and rights granted herein shall be utilized in accordance with all rules, regulations, ordinances, and laws established by governmental authorities having jurisdiction over such matters.

(g) GRANTOR, its successors and assigns, retain, reserve and shall continue to enjoy the use of the GRANTOR Property for any and all purposes whatsoever, that will not interfere or inhibit GRANTEE's rights hereunder, for any other purposes deemed by GRANTOR, its successors and assigns, to be beneficial to the GRANTOR Property.

(h) Under no circumstances shall GRANTOR, its heirs, personal representatives, successors and assigns alter or modify the improvements or facilities constructed in the Easement Area by GRANTEE or otherwise benefiting the GRANTEE Parcel without the prior written consent of GRANTEE or the then-owner of the GRANTEE Parcel.

3. Successors and Assigns. The easements granted pursuant to this Easement Agreement shall be binding upon the parties hereto and their respective heirs, trustees, personal

representatives, successors or assigns.

4. Obligations of GRANTEE Automatically Assigned. The parties hereto agree and acknowledge that: (i) the obligations of GRANTEE contained in this Easement Agreement, including without limitation, the indemnification obligations of GRANTEE contained within Section 2(d), are not personal to GRANTEE, but shall run with the title to the GRANTEE Parcel, land and shall be automatically assigned in full to, and shall constitute obligations of, any subsequent fee simple owner of the GRANTEE Parcel for so long as such party owns fee simple title to the GRANTEE Parcel; and (ii) upon conveyance of fee simple title to the GRANTEE Parcel to a third party, GRANTEE, or any subsequent of fee simple title to the GRANTEE Parcel, shall be automatically relieved of all obligations contained in this Easement Agreement without the need for a separate instrument authorizing or acknowledging the same. .

5. Recitals and Exhibits Incorporated by Reference. The foregoing recitals and all exhibits attached hereto are hereby incorporated by reference.

[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the dates below written.

WITNESSES:

GRANTOR:

[Signature]
Name: Keith Harrison

HAMILTON LAND LEASING, LLC, a
Florida limited liability company

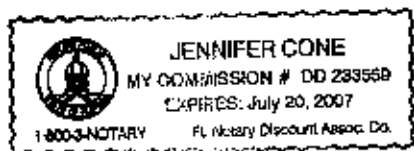
[Signature]
Name: JEFFREY C. FAVRE

By: [Signature]
Name: ROBERT GLEN RICHARDS
Title: MANAGER MEMBER

Date: AUG 9TH, 2005

STATE OF FLORIDA
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by Robert Glen Richards, as Manager of Hamilton land leasing a _____, who is personally known to me or has produced personally known as identification, and known to me to be the person described herein and who executed the foregoing, and he/she acknowledged before me that he/she executed the same for the purpose therein expressed.





[Signature]
Notary Public

[EXECUTION PAGE OF GRANTEE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the dates below written.


WITNESSES:


Name: BING KEARNEY


Name: Keith Kitzner

GRANTEE:

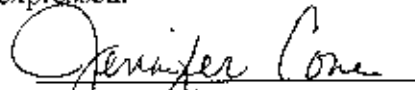
HAMILTON 129, LLC, a Florida limited liability company


Name: TRACY S. HARRIS JR
Managing Member

Date: 8/09, 2005

STATE OF FLORIDA
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 9th day of August, 2005, by Tracy Harris, as managing member of Hamilton 129, LLC, a Florida limited liability company, who is personally known to me or has produced Personal Know as identification, and known to me to be the person described herein and who executed the foregoing, and he/she acknowledged before me that he/she executed the same for the purpose therein expressed.


Notary Public

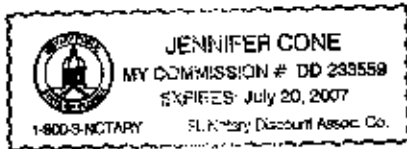


EXHIBIT "A" TO EASEMENT AGREEMENT
GRANTOR'S PROPERTY

LEGAL DESCRIPTION

AN UNOBSTRUCTED DRAINAGE EASEMENT FOR UNDERGROUND DRAINAGE APPURTENANCES SITUATED OVER THE EASTERLY 15 FEET OF THE SOUTHEAST $\frac{1}{4}$, OF THE SOUTHEAST $\frac{1}{4}$, OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 14 EAST, HAMILTON COUNTY, FLORIDA, LYING NORTHERLY OF SOUTHEAST 113TH BOULEVARD, SAID PORTION OF THE SOUTHEAST $\frac{1}{4}$, OF THE SOUTHEAST $\frac{1}{4}$, OF SAID SECTION 32, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$, OF THE SOUTHEAST $\frac{1}{4}$, OF SAID SECTION 32, TOWNSHIP 1 NORTH, RANGE 14 EAST, AND RUN THENCE SOUTH $01^{\circ}13'38''$ EAST, ALONG THE EAST LINE OF SAID SECTION 32, (AND ALSO BEING THE WEST LINE OF SECTION 33), A DISTANCE OF 1,329.23 FEET, TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 113TH BOULEVARD, (A 45 FOOT WIDE COUNTY GRADED ROAD, AS PRESENTLY MONUMENTED); RUN THENCE NORTH $73^{\circ}44'51''$ WEST, ALONG THE AFORESAID MONUMENTED NORTHERLY RIGHT OF WAY LINE OF SOUTHEAST 113TH BOULEVARD, A DISTANCE OF 15.73 FEET, TO A POINT, LYING 15 FEET, WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE AFORESAID EAST LINE OF SAID SECTION 32; RUN THENCE NORTH $01^{\circ}13'38''$ WEST, PARALLEL WITH, AND 15 FEET WESTERLY OF THE AFORESAID EAST LINE OF SECTION 32, A DISTANCE OF 1,324.51 FEET, TO A POINT ON THE MONUMENTED NORTH LINE OF THE SOUTHEAST $\frac{1}{4}$, OF THE SOUTHEAST $\frac{1}{4}$, OF SAID SECTION 32, TOWNSHIP 1 NORTH, RANGE 14 EAST; RUN THENCE NORTH $88^{\circ}47'52''$ EAST, ALONG LAST SAID LINE, A DISTANCE OF 15.00 FEET, TO THE AFOREDESCRIBED NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$, OF THE SOUTHEAST $\frac{1}{4}$, OF SECTION 32, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 19,903 SQUARE FEET, OR 0.45 ACRES, MORE OR LESS, IN AREA.

EXHIBIT "B" TO EASEMENT AGREEMENT

GRANTEE'S PARCEL

A parcel of land in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 32, Township 1 North, Range 14 East, Hamilton County, Florida, lying South of Interstate 75 and East of U.S. Highway 129, being more particularly described as follows: Begin at a concrete monument at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 32 and run South 88° 50'40" West along the forty line, 1265.31 feet to the East right of way of U.S. Highway 129, 60 feet from the center thereof, on a curve of radius 5669.578, concave to the East; thence Northerly along said right of way curving to the right through a central angle of 4° 11'16", an arc distance of 414.40 feet to the end of curve at a D.O.T. iron pipe at P.T. Sta. 540+53.54; thence North 04° 44'19" East (Base Bearing) along the East right of way line of U.S. Highway 129 a distance of 1016.62 feet to a D.O.T. iron pipe at P.O.T. Sta. 550+69.90; thence North 08° 18'20" East along said right of way line 320.06 feet to a D.O.T. iron pipe at I-75 End Limited Access (P.T. Sta. 12+33.42 on Base Line "A"); thence North 08° 22'03" East along Limited Access right of way line 18.86 feet to a D.O.T. iron pipe at beginning of curve of radius 100.00 feet, concave to the Southeast thence Northeasterly along said Limited Access right of way curving to the right through a central angle of 57° 54'44" an arc distance of 101.08 feet to a D.O.T. iron pipe at end of curve; thence North 66° 17'28" East along said Limited Access right of way line, 610.55 feet to a D.O.T. iron pipe at the beginning of a curve of radius 348.00 feet, concave to the South; thence Easterly along said Limited Access right of way curving to the right through a central angle of 57° 57'05" an arc distance of 351.98 feet to a D.O.T. iron pipe at the end of curve (Sta. 0+00.00 on Base Line "A"); thence South 55° 36'20" East along the South right of way line of Interstate 75, 150 feet from the center thereof, 141.91 feet to a concrete monument on the East line of said Section 32; thence South 01° 23'00" East along said section line, 596.87 feet to a concrete monument at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 32; thence South 01° 11'25" East along said section line 1351.45 feet to the Point of Beginning.

STATE OF FLORIDA
HAMILTON COUNTY

I, GREG GODWIN, Clerk of Courts in and for Hamilton County, Fla. DO HEREBY CERTIFY the within and foregoing True and Correct copy of the original as it appears among the files and records in the office of the Clerk of Courts of Hamilton County Fla.

WITNESS my hand and official seal this 26th Day of

August A.D. 2015
Greg Godwin - Clerk of Courts
Hamilton County, Florida

By F.D. Base D.C.

