

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

GREG GODWIN CLERK
CO:HAMILTON ST:FL

RECORD VERIFIED

BY J. DuBose



GRANT OF EASEMENT

THIS DOCUMENT, made and executed this August 9, 2005 by and between HAMILTON 129, LLC, hereinafter called the GRANTOR, and the CITY OF JASPER, a Florida municipal corporation, hereinafter called the GRANTEE.


WITNESSETH that, for and in the consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, the GRANTOR has this day bargained and sold, and by these presents does bargain, sell, convey, transfer, and deliver unto the GRANTEE, a permanent and perpetual non-exclusive easement appurtenant (and not in gross) (the EASEMENT), for the sole and only purpose of permitting the GRANTEE the right to enter upon the real property hereinafter described, at any time that it may see fit, and construct, maintain and repair underground pipelines and/or mains, as well as lift stations and other associated facilities, for the purpose of conveying water (both potable water or secondarily treated effluent, sometimes known as "grey" and/or "reuse" and/or "reclaimed" water) or sewage or both over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches or trenches for the installation and maintenance of said pipelines or mains and associated facilities, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said pipelines, mains, and associated facilities (the SCOPE of the EASEMENT), and for no other purpose.

The land burdened by the grant of this EASEMENT (the PROPERTY) is: (a) located in Hamilton County, a political subdivision of the State of Florida (the STATE); (b) is vacant land; and (c) is more particularly described in the Legal Description Addendum attached hereto and incorporated herein as fully as if set forth in full text.

TO HAVE AND TO HOLD said EASEMENT unto the GRANTEE, and unto its successors and assigns, forever.

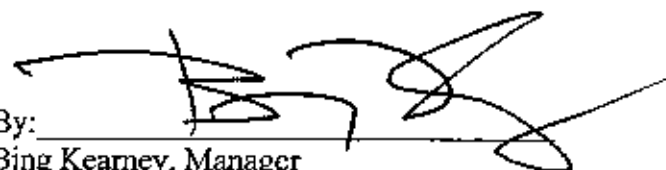
The EASEMENT shall be non-exclusive, may not be expanded beyond the hereinabove provided SCOPE, and shall be appurtenant to the GRANTEE's potable water production and distribution systems, to the GRANTEE's wastewater collection and treatment systems, and to the GRANTEE's "reuse" and/or "grey" water distribution systems, as each of the same may be from time-to-time located and configured, and may not be severed from any one or more of them without the express written consent of the GRANTOR, or his successors and assigns.

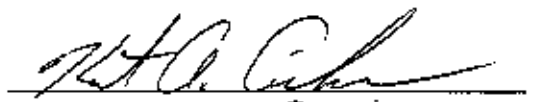
DOCUMENTARY STAMP 70
INTANGIBLE TAX -2-
GREG GODWIN, CLERK OF
COURTS, HAMILTON COUNTY
BY J. DuBose D.C.



Tracy J. Harris Jr.
Witness (Printed Name)

Hamilton 129, LLC


By: _____
Bing Kearney, Manager
as the GRANTOR

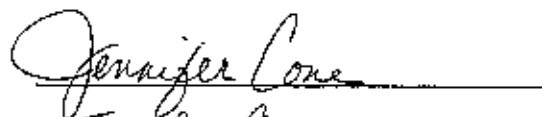


Kent A. Cichon
Witness (Printed Name)

**STATE OF FLORIDA
COUNTY OF HAMILTON**

BEFORE ME, the undersigned authority, on August 9, 2005, in the County and State aforementioned, personally appeared **Bing Kearney** as Manager of Hamilton 129, LLC, and the person who, first being by me duly sworn, deposed and said upon said person's oath that said person is the person described-in and who executed the foregoing Grant of Easement, and that said person executed same for the purposed therein stated, and with the intent to be thereby bound. Said person is either **personally known to me** or produced identification satisfactory to me (if said person produced identification, same is described as follows: _____).

My Commission Expires:



Jennifer Cone
(Printed Name)
Notary Public, State of Florida

