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THIS INSTRUMENT FILED BY 61618  
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Attorneys At Law  
327 North Ramonado Street  
Lake City, Florida 32056

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Intangible Tax  
F. Dewitt Cason  
Clerk of Court  
by mek D.C.

UTILITY EASEMENT TO CITY OF LAKE CITY, FLORIDA

THIS UTILITY EASEMENT, made this 4th day of April, 2000, by THE GRANGER CORPORATION, a Florida corporation, whose mailing address is 3311 Pine Street #1, Jacksonville, Florida 32205-9117, herein "Grantor", and CITY OF LAKE CITY, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose federal identification number is 59-6000352, and whose mailing address is Post Office Box 1687, Lake City, Florida 32056-1687, herein "Grantee".

WITNESSETH:

That Grantor, for and in consideration of the sum of One (\$1.00) Dollar to it in hand paid by Grantee, and other valuable consideration, receipt of which is hereby acknowledged, has given and granted, and by these presents does give and grant unto the Grantee, its successors and assigns, a perpetual permanent easement and right-of-way on, over, under, and across real property in Columbia County, Florida, described in Exhibit "A" attached hereto and incorporated herein (the "Easement Property") for the purpose of constructing, installing, replacing, repairing, enlarging, expanding, maintaining, and operating water, sewer, gas and communication lines, drainage facilities, and other public utility facilities, and related appurtenances (herein "Grantee's

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For: Darby, Peele, Bowdoin & Payne

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Facilities"), together with all rights reasonably necessary or incident thereto, including

the right of ingress and egress to and from the Easement Property to the Grantee, its successors and assigns, for the purpose of exercising its rights provided for herein.

This grant of easement is subject to the following conditions:

1. No permanent buildings or trees shall be placed on the Easement Property.
2. Grantor reserves for itself, its successors and assigns, the right to the use of the Easement Property for all purposes not inconsistent with this grant and not unreasonably interfering with the exercise of the rights granted herein to Grantee.
3. Any pipeline or utilities constructed and installed pursuant to this easement shall be laid and constructed in a good workmanlike manner and with the exception of those appurtenances necessary in the operation of the utility lines, including, but not limited to, fire hydrants, valves and meters which must be installed above the surface, all lines shall be buried beneath the surface of the land.
4. Grantee will, at all times, when constructing, installing, repairing, replacing, maintaining and operating the utility lines, provide a safe and convenient means for ingress and egress from the public highway to and from the Grantor's adjacent property for pedestrian and vehicular traffic.
5. Upon the completion of any construction and installation of the utility

lines, or following any work relating to the repairing, replacing, or restoring of lines, maintaining the utility lines, Grantee shall, at its expense, repair, restore, and level the surface of the Easement Property to its former condition, including, but not limited to, repairing and replacing any paved driveways or other areas of the Easement Property.

The rights herein granted to Grantee by Grantor specifically include: (a) the right for Grantee to patrol, inspect, alter, improve, repair, rebuild, enlarge, relocate, and remove said facilities; (b) the right for Grantee to upgrade the quantity and type of distribution facilities; (c) the right for Grantee to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of Grantee, endanger or interfere with the sale and efficient installation, operation or maintenance of Grantee's Facilities; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's safe and efficient installation, operation and maintenance of Grantee's Facilities and for the enjoyment and use of said easement for the purposes described above.

Grantor hereby covenants and agrees that no buildings, structures or obstacles (except fences and signs permitted by law advertising businesses) shall be located, constructed, excavated or created within the Easement Property. If the Easement Property is fenced, Grantor shall install gates of sufficient width to allow for trucks and equipment to have ready access to Grantee's Facilities. If the gates are locked, Grantor shall provide Grantee with keys. If signs are placed upon the Easement

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Property, they shall be erected in a manner not to interfere with the utility lines or to create or cause any damage to the lines. At any time it becomes necessary to repair, enlarge or to do any work in the maintenance of the utility lines, the Grantor will remove the signs during the time of such work so as not to interfere with any repairs or maintenance of the lines by the Grantee. If Grantor's future orderly development of Grantor's adjacent premises is in physical conflict with Grantee's Facilities, Grantee shall, within 60 days after receipt of written request from Grantor, relocate Grantee's Facilities to another mutually agreed upon Easement Area in Grantor's premises, provided that such relocation is feasible based upon general accepted engineering principles, and provided that prior to the relocation of Grantee's Facilities (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered canceled as to the portion vacated by such relocation.

Grantor covenants not to interfere with Grantee's facilities within the Easement Area in Grantor's premises, and Grantor further covenants to indemnify and hold Grantee harmless from any and all damages and injuries, whether to persons or property, resulting from interference with Grantee's facilities by Grantor or by Grantor's agents or employees. Grantee by acceptance and recording of this Easement, agrees to the extent it may lawfully do so, to indemnify and hold Grantor harmless from any

and all damages and injuries, whether to persons or property, arising from Grantee's exercise of the rights herein granted.

Grantor hereby warrants and covenants (a) that Grantor is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that Grantor has full right and lawful authority to grant and convey this easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement as to Grantor's interest.

**TO HAVE AND TO HOLD** the same unto the said Grantee, its successors and assigns, forever.

**IN WITNESSES WHEREOF**, the said Grantor has caused these presents to be executed under seal on the day and year aforesaid.

Signed, sealed and delivered  
in the presence of:

THE GRANGER CORPORATION  
(PERSONALLY KNOWING)

Don E. Leuty  
Witness

By: Glenn H. Hoggarth  
Print Name: GLENN G. HOGGARTH

DAN L. FORTER  
(Print/Type name)

Title: PRESIDENT

Quinn B. Bailey  
Witness

AVIS B. BAILEY  
(Print/Type name)

Witnesses as to The Granger Corporation

"CORPORATE SEAL"

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STATE OF FLORIDA

OFFICIAL RECORDS

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2000, by GLENY B. HOGSTADT, as President, for and on behalf of THE GRANGER CORPORATION, a Florida corporation, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

(NOTARIAL  
SEAL)

Lisa B. Sorenson  
Notary Public, State of Florida  
Lisa B. Sorenson  
(Print/type name)

My Commission Expires: March 20, 2004



Lisa B. Sorenson  
Commission # 00908561  
Expires March 20, 2004  
Bonded Thru  
Atlante Bonding Co., Inc.

SK 0900 Pg 1624

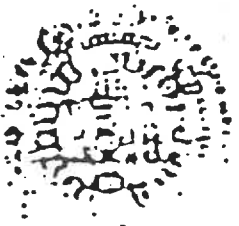
EXHIBIT "A"      OFFICIAL RECORDS

ATTACHED TO UTILITY EASEMENT DATED April 4, 2000, GIVEN BY  
THE GRANGER CORPORATION, A FLORIDA CORPORATION, AS GRANTOR, TO  
CITY OF LAKE CITY, FLORIDA, AS GRANTEE.

An easement fifteen (15) feet in width more particularly described as follows:

Commence at the Northeast corner of Lot 15, Block 1, Woodland Grove Unit 1, being a subdivision of a part of the Southeast 1/4 of the Southwest 1/4 of Section 33, Township 3 South, Range 17 East, Columbia County, Florida, and recorded in Plat Book 3, Page 63, of said county public records; thence run S 8°11'30" W, 324.57 feet; thence run N 81°48'30" W, 110.0 feet; thence run S 80°08'50" W, 52.59 feet; thence run N 86°05'50" W, 92.77 feet to the POINT OF BEGINNING; thence continue N 86°05'50" W, 15.0 feet; thence run N 1°35'50" W, 139.33 feet; thence run N 83°24'10" E, 15.0 feet; thence run S 1°35'50" E, 140.76 feet to the POINT OF BEGINNING. (Said 15' easement is the East 15 feet of Lot 6, Block 3, Woodland Grove Unit 1), sketch map of which is attached as Attachment "1".

The above described 15' utility easement contains 2,100 square feet or 0.05 acre, more or less.



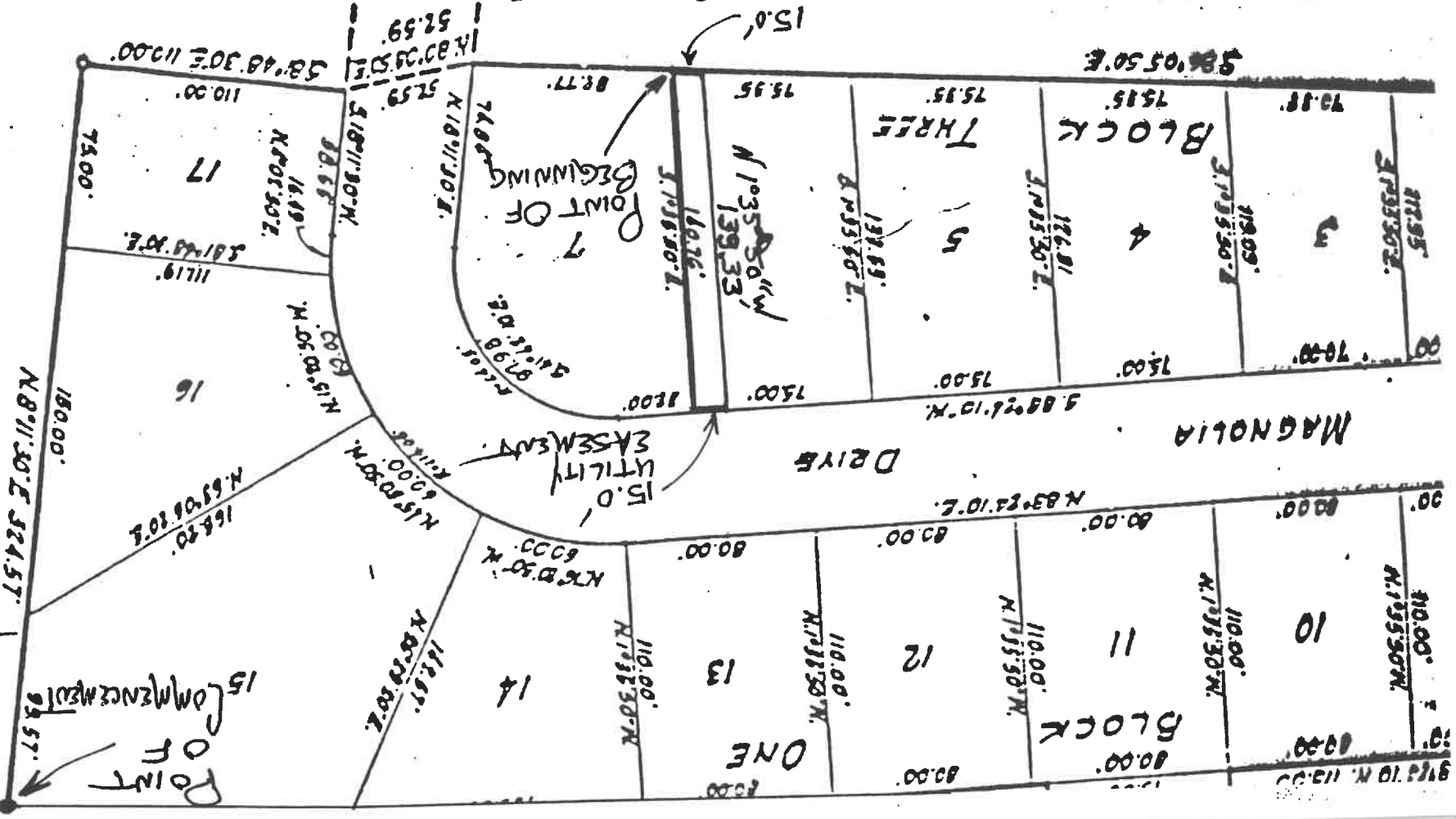
Registered Land Surveyor No. 841

Signed this 2nd day of August A.D. 1963

I hereby certify that the above plat is a correct representation of the lands surveyed and plotted and described above and that Permanent Reference Monuments have been placed according to the laws of the State of Florida.

SURVEYOR'S CERTIFICATE

OFFICIAL RECORDS  
OK 09.00 Pg 162.5  
B. (NOTING)  
1. (NOTING)  
2. (NOTING)



ATTACHMENT "1"

made by husband and wife as parties to the loan as stated they executed and with said husband and wife