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UTILITY EASEMENTS AGREEMENT

Doc# 2002319824
Book: 10758
Pages: 1206 - 1211
Filed & Recorded
11/08/2002 04:20:41 PM
JIN FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 25.00
TRUST FUND \$ 3.50
DEED DOC STAMP \$ 1,330.00

DATE: October 31, 2002

GRANTOR: CEDAR SHORES, LTD., a Florida limited partnership

GRANTEE: JAMES M. CHUPP, JR. 1357 West Beaver St. Jay, FL 32

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Preliminary Statement

Grantee wishes to secure from Grantor a utility easement across a parcel of land (the "Easement Premises"). Grantor owns the land described in Exhibit A (the "Land") and Grantee owns the land described on Exhibit B (the "Grantee's Land") that will benefit from the easement herein granted.

Agreement

Therefore, in consideration of the matters set forth in the Preliminary Statement, and Ten Dollars (\$10.00) and other valuable consideration paid each to the other, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee, its successors and assigns, as an easement appurtenant to the Grantee's Land a nonexclusive, perpetual easement for the purpose of installation, use, maintenance, repair, replacement and renovation of sewer and water lines, facilities and pipes under the Easement Premises.

2. Easement Premises. The "Easement Premises" shall consist of an area of land to be agreed upon by the parties that will provide access for the Grantee from the Grantee's Land to a sanitary sewer pumping station located immediately adjacent to the westerly boundary of the Land and an existing stub out for water located adjacent to such westerly boundary. Before exercising the easement rights set out herein, the Grantee must provide the Grantor with engineering plans designating the exact location of the lines to be installed by the Grantee as approved by the Jacksonville Electric Authority and the City of Jacksonville (the "Plans"). The Grantor shall have the right to approve such Plans, which approval shall not be unreasonably withheld but may be subject to a requirement that the Grantee's land shall be developed and used solely for residential purposes and for not more than ten (10) residential units. Once the Plans have been agreed to, a drawing reflecting the easement area will, by Amendment to this Easement Agreement, be attached hereto as Exhibit C.

3. Use of Easement Premises. The Grantor reserves the right to use the Easement Premises for any purposes that do not unreasonably interfere with the use and enjoyment of the rights herein granted to the Grantee.

4. Maintenance of the Easement Premises. Grantee shall maintain any facilities, lines, equipment and pipes installed by and at the expense of Grantee in the Easement Premises. Following the performance of such maintenance or installation work

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by Grantee, Grantee shall promptly restore the surface of the affected portions of the Easement Premises to its pre-existing condition.

5. Warranties of Title. The Grantor warrants to Grantee that it has good and indefeasible fee simple title to the Easement Premises and the authority to enter into this Easement. Grantor, at Grantee's request, will use its best efforts to cause to be subordinated any mortgage, charge, lien or other encumbrance that may now or hereafter interfere with the use or enjoyment of the easements herein granted.

6. Running of Benefits and Burdens. The provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the successors and assigns, of the parties hereto.

7. Maintenance of Pumping Station and Related Lines and Facilities Servicing Same. Grantor shall maintain the pumping station in good order and repair. The total expenses of operating, maintaining and replacing the pumping station shall be shared by the Grantor and Grantee prorata based on the number of units serviced by the pumping station on Grantee's Land and the Land. Not more frequently than semi-annually, the Grantor shall submit to the Grantee a complete statement of the actual maintenance, operation, repair and replacement expenses incurred with reference to the pumping station. Payments shall be due within thirty (30) days following receipt of such statement. All sums assessed against the Grantee, together with the costs of collection thereof, including attorneys' fees and interest thereon, shall constitute a lien on the property of Grantee having a priority as of the recording of a claim of lien for the same in the Official Records of Duval County, Florida, and may be foreclosed in the same manner as mortgages under Florida law. The parties agree to cooperate with each other in performing any required repairs and maintenance as provided for hereinabove.

8. Enforcement. Either party may enforce this instrument by appropriate action and the prevailing party in any such dispute shall be entitled to recover all costs and expenses associated therewith, including reasonable attorneys' fees in negotiation, at trial or on appeal. Grantor and Grantee acknowledge that the payment of monetary damages may not constitute an adequate remedy for the failure of a party to perform its obligations hereunder and agree that Grantor, its successors and assigns, Grantee, its successors, assigns or the holders of any mortgages encumbering the fee estate in the Land may, at the election of such party, be entitled to specific performance in any action to enforce the provisions of this instrument.

9. Relocation of Easements. Notwithstanding anything to the contrary contained herein, the Grantor shall have the right, at any time and from time to time, without the consent of the Grantee, to relocate any portion of the Easement Premises on the Land so long as the rights thereon granted to the other party herein, as relocated, are reasonably similar in size, location, ease of access and scope. In the event that such relocation, occurs after the improvements contemplated by the easements granted have been constructed as provided for herein, such relocation shall be the sole cost and expense of the Grantor.

IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized representatives to execute this Easement as of the date first mentioned above.

Witnesses:

[Signature]
Print Name: Conrad E. Zepher
[Signature]
Print Name: Sherri Cox

GRANTOR:

CEDAR SHORES, LTD., a Florida limited partnership

By: CSJ Management, Inc., a Florida corporation, its general partner

By: [Signature]
Charles O. Chupp, President
(Corporate Seal)

GRANTEE:

Witnesses:

[Signature]
Print Name: Conrad E. Zepher
[Signature]
Print Name: Sherri Cox

[Signature]
JAMES M. CHUPP, JR.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of October, 2002, by Charles O. Chupp, as the President of CSJ Management, Inc., the general partner of Cedar Shores, Ltd., a Florida limited partnership, on behalf of the partnership, who is either () personally known to me or () has produced _____ identification.

Mary Ann Thompson
Name:
Notary Public, State and
County Aforesaid

My Commission Expires: Oct. 5, 2004

(Notarial Seal)



Mary Ann Thompson
Commission # CC 973235
Expires Oct. 5, 2004
Bonded Through
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 31st day of October, 2002, by JAMES M. CHUPP, JR., who is either (personally known to me or has produced _____ identification.

Mary Ann Thompson

Name:
Notary Public, State and
County Aforesaid

My Commission Expires: Oct. 5, 2004

(Notarial Seal)



THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, SITUATE, LYING AND BEING A PART OF THE OLD ORANGE PARK ROAD, AS CLOSED BY THE BOARD OF COUNTY COMMISSIONERS OF DUVAL COUNTY, FLORIDA, AND DESCRIBED IN DEED BOOK 1518, PAGE 383 AND OFFICIAL RECORDS VOLUME 2807, PAGE 466, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PART OF THAT TRACT MARKED "WEST", AND A PART OF LOT 11, BLOCK 9, AS SHOWN ON THE PLAT OF ORTEGA FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 79, OF SAID CURRENT PUBLIC RECORDS, TOGETHER WITH A PARCEL OF FORMER SUBMERGED LANDS IN THE CEDAR RIVER ABUTTING UPLANDS IN SECTION 42, TOWNSHIP 3 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 20, BLOCK 1, AS SHOWN ON THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF SAID PUBLIC RECORDS, SAID POINT BEING THE MOST WESTERLY CORNER OF THAT CERTAIN TRACT HERETOFORE REFERRED TO AS THE "WEST" TRACT; THENCE SOUTH 77°39' EAST ALONG THE NORTHERLY BOUNDARY OF LOT 1, BLOCK 3, AS SHOWN ON SAID PLAT OF CEDAR SHORES UNIT 3, AND ALONG A SOUTHEASTERLY PROLONGATION THEREOF, 245.19 FEET; THENCE SOUTH 23°30' WEST, 68.34 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 4, BLOCK 3, SAID CEDAR SHORES UNIT 3; THENCE SOUTH 66°30' EAST ALONG SAID NORTHERLY LINE OF LOT 4 AND ALONG THE NORTHERLY LINE OF LOT 5, BLOCK 3, 152.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE S.54°29'50"E., ALONG THE SOUTHERLY LINE OF THAT PORTION OF SAID OLD ORANGE PARK ROAD, AS CLOSED BY PETITION NO. 555 AND RECORDED IN SAID OFFICIAL RECORDS VOLUME 2807, PAGE 466, A DISTANCE OF 40.95 FEET TO THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD; THENCE N.23°30'00"E., ALONG THE FORMER CENTERLINE OF SAID OLD ORANGE PARK ROAD, AS CLOSED AND DESCRIBED IN SAID DEED BOOK 1518, PAGE 383 AND SAID OFFICIAL RECORDS VOLUME 2807, PAGE 466, A DISTANCE OF 560.0 FEET, MORE OR LESS TO THE FACE OF AN EXISTING WOODEN BULKHEAD, SITUATE AT THE WATERS OF CEDAR RIVER; THENCE WESTERLY ALONG THE NORTHERLY FACE OF SAID WOODEN BULKHEAD AND ALONG THE WATERS OF SAID CEDAR RIVER, 465.0 FEET, MORE OR LESS, TO A POINT WHICH LIES, NORTH 21°38' EAST, 440.0 FEET, MORE OR LESS, AS MEASURED ALONG THE EASTERLY LINE OF SAID LOT 20, BLOCK 1, CEDAR SHORES UNIT 3 AND A NORTHERLY PROLONGATION THEREOF; THENCE SOUTH 21°38' WEST ALONG SAID LAST MENTIONED LINE, 440.0 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1 AND RUN N.21°38'00"E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 20, BLOCK 1, 81.54 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUE N.21°38'00"E., ALONG SAID SOUTHEASTERLY LINE, 353.43 FEET TO A POINT THAT IS 5.5 FEET MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE OF CEDAR RIVER; THENCE S.24°32'10" W., 379.47 FEET; THENCE N.58°34'53" E., 31.97 FEET TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRES OR 3,395 SQUARE FEET MORE OR LESS.

EXHIBIT A

LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTIONS:

EXCEPTION (1)

FOR A POINT OF BEGINNING, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1 AND RUN N. 08°39'13" W., A DISTANCE OF 27.46 FEET; THENCE N. 12°11'19" E., A DISTANCE OF 32.72 FEET; THENCE N. 58°34'32" E., A DISTANCE OF 31.97 FEET TO THE EASTERLY LINE OF SAID LOT 20, BLOCK 1 CEDAR SHORES UNIT 3; THENCE S. 21°38'00" W., ALONG SAID EASTERLY LINE, A DISTANCE OF 81.54 FEET TO THE POINT OF BEGINNING.

EXCEPTION (2)

A PORTION OF LOT 20, BLOCK 1, ACCORDING TO THE PLAT OF CEDAR SHORES UNIT 3, AS RECORDED IN PLAT BOOK 24, PAGE 15 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF SAID LOT 20, BLOCK 1 AND RUN N. 21°38'00" E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 20, BLOCK 1, 81.54 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUE N. 21°38'00" E., ALONG SAID SOUTHEASTERLY LINE, 353.43 FEET TO A POINT THAT IS 5.5 FEET MORE OR LESS, SOUTHWESTERLY FROM THE WATERS OF CEDAR RIVER; THENCE S. 24°32'10" W., 379.47 FEET; THENCE N. 58°34'53" E., 31.97 FEET TO THE POINT OF BEGINNING.

EXHIBIT B