
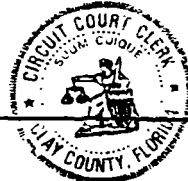


Q. P. BRANCH

+Prepared under the direction of,
Record and return to:
Grady H. Williams, Jr., Esq.
c/o Clay County Utility Authority
3176 Old Jennings Road
Middleburg, Florida 32068-3907

	Book: 2187
	Page: 122
	Rec: 04/23/2003 11:10 AM
	File# 200325018 James B. Jett Clerk Of Courts Clay County, FL FEE: \$15.00 chg DOC: \$0.70
	Book: 2199
	Page: 1542
	Rec: 05/20/2003 10:56 AM
	File# 200331343 James B. Jett Clerk Of Courts Clay County, FL

**CORRECTIVE
GRANT OF EASEMENT**

5 MIN. RETURN

(Corporation)

Parcel No.: 05-04-25-007868-000-00
Project Name: Utility Extensions

THIS INDENTURE, made this 30th day of January, A.D. 2003, BETWEEN **OAKLEAF PLANTATION, LLC**, a Florida Limited Liability Company, hereinafter called **GRANTOR**, whose mailing address is 3020 Hartley Road, Suite 100, Jacksonville, Florida 32257, and **CLAY COUNTY UTILITY AUTHORITY**, hereinafter called **GRANTEE**, whose business address is 3176 Old Jennings Road, Middleburg, Florida 32068-3907.

WITNESSETH: That **GRANTOR**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by **GRANTEE**, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed to the **GRANTEE**, its successors and assigns forever a non-exclusive right-of-way and easement with the right, privilege and authority to said **GRANTEE**, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair associated equipment for water, wastewater, and/or reclaimed water utilities, any or all, under the following described land, situated in Clay County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof (the "Easement Area").

Said easement rights are subordinate to the right of grantor, its successor and assigns to construct, operate, lay, maintain, improve and/or repair associated equipment for storm drainage within the subject property. Said easement rights are also subordinate to the rights of grantor, its successor and assigns to encumber the lands with a conservation easement more particularly described in Exhibit "B" and notwithstanding anything herein, Grantee shall take no action that will violate the terms of any conservation easement now or in the future encumbering the easement area.

Grantee acknowledges that the Easement Area will be encumbered by the aforementioned conservation easement in favor of the St. John's River Water Management District and any equipment installed shall be subsurface and shall be installed utilizing a directional boring technique or other means that do not adversely impact the existing hydrology or vegetation and any repairs or maintenance shall be done in a manner that does not adversely impact the existing hydrology or vegetation.

*****THIS DOCUMENT IS BEING RE-RECORDED TO REFLECT CONSENT & JOINDER AND LEGAL*****

Grantee acknowledges and agrees that written permission from the St. John's River Water Management District is required before any subsurface construction commences.

TOGETHER, with the right of said GRANTEE, its successors and assigns, of ingress and egress, to and over said above described Easement Area, and for doing anything necessary or useful or convenient or removing at any time any and all of said improvements upon, over, under or in said lands, together also with the non-exclusive right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted. GRANTOR does hereby fully warrant the title to the Grant of Easement described herein subject to all matters of record recorded in the public records of Clay County, Florida, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has caused this instrument to be executed in its name by its authorized officers and caused its Corporate Seal attested by its Secretary to be hereto affixed the day and year first above written.

[This space intentionally left blank.]

Signed and Sealed in our Presence:

Witness: Pamela M. Sidella
Print Name: Pamela M. Sidella

Witness: Cami Gomez
Print Name: Cami Gomez

OAKLEAF PLANTATION, LLC,
a Florida Limited Liability Company

By: [Signature]
Donald P. Hinson, President

ATTEST:

By: [Signature]
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30, day of January, 2003, by **DONALD P. HINSON**, as **PRESIDENT**, of **OAKLEAF PLANTATION, LLC**, a Florida Limited Liability Company, who is personally known to me or has produced _____ as identification, and by _____, as **SECRETARY**, of **OAKLEAF PLANTATION, LLC**, a Florida Limited Liability Company, who is personally known to me or has produced _____, as identification.

PAMELA M. SIDELLA
Notary Public, State of Florida
My comm. exp. Mar. 6, 2007
Comm. No. DO 191061

[Signature]
Print Name: Pamela M. Sidella
Notary Public in and for the
County and State Aforesaid Duval, Florida
My Commission Expires: 3/6/07

Accepted on behalf of the Clay County Utility Authority.

By: [Signature]
Ray O. Avery, Executive Director

O. P. BRANCH



Book: 2187
Page: 0125
Rec: 01/23/2003
11:10 AM
File# 200325019
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$10.50 chg

CONSENT AND JOINDER

WACHOVIA BANK (AWachovia@) as holder of the Mortgage and Security Agreement(s) executed by OAKLEAF PLANTATION, LLC, a Florida limited liability company ("Mortgagor"), dated April 30, 2002, recorded in Official Records Book 2049, page 1362 of the public records of Clay County, Florida, and that certain Second Mortgage and Security Agreement, dated June 26, 2002, recorded in Official Records Book 2068, page 1576, all of the public records of Clay County, Florida, and other related loan documents (the "Loan Documents") hereby joins in and consents to the Grant of Easement to which this Consent and Joinder is attached, and agrees that the Loan Documents referenced above shall be subordinate to the Grant of Easement; provided, however, nothing contained herein shall subordinate or release Wachovia's interest under the Loan Documents except as set forth herein.

IN WITNESS WHEREOF, the Wachovia has executed this Consent and Joinder this 30th day of January, 2003.

Signed, sealed and delivered in the presence of:

WACHOVIA BANK

Pamela M. Sidella
Print: Pamela M Sidella

By: Susan Beaugrand
Susan Beaugrand
Its Vice President

Cami Gomez
Print: Cami Gomez

STATE OF FLORIDA }
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30 day of January, 2003, by Susan Beaugrand, as Vice President of WACHOVIA BANK on behalf of the bank.

PAMELA M. SIDELLA
Notary Public, State of Florida
My comm. exp. Mar. 6, 2007
Comm. No. DD 191061

Pamela M. Sidella
(Print Name Pamela M Sidella)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # 191061
My Commission Expires: 3/6/07
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced _____

Brady Williams
3176 Old Jennings Rd
Middleburg, Fl. 32068

EXHIBIT "A"

AN EASEMENT LYING IN AND BEING PART OF TRACT "A", WAVERLY AT OAKLEAF PLANTATION, AS RECORDED IN PLAT BOOK 40, PAGES 12 THROUGH 21, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, AND SECTION 4, TOWNSHIP 4 SOUTH, RANGE 25 EAST, SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID TRACT "A"; THENCE, NORTH 89 DEGREES 28 MINUTES 28 SECONDS WEST, 25.00 FEET TO THE POINT OF BEGINNING; THENCE, SOUTH 00 DEGREES 31 MINUTES 32 SECONDS WEST, 111.57 FEET; THENCE, NORTH 89 DEGREES 51 MINUTES 57 SECONDS WEST, 399.13 FEET; THENCE, NORTH 49 DEGREES 18 MINUTES 24 SECONDS EAST, 530.60 FEET; THENCE, SOUTH 00 DEGREES 31 MINUTES 32 SECONDS WEST, 235.34 FEET TO THE POINT OF BEGINNING.

A CERTIFIED COPY:
JAMES B. JETT
CLERK OF THE CIRCUIT COURT
CLAY COUNTY, FLORIDA



May 29, 2008
James B. Jett