

This instrument prepared by  
and to be returned to:

Darryl J. Tompkins, P.A.  
Darryl J. Tompkins, Esquire  
Post Office Box 519  
Alachua, FL 32616

Tax Parcel No: 03953-002-000

Section 2, Township 8 South, Range 18 East

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**EASEMENT**

THIS EASEMENT, made this 23<sup>rd</sup> day of January, 2019, by **ALACHUA SELF STORAGE, INC., A FLORIDA CORPORATION**, GRANTOR, whose mailing address is 14024 NW US Highway 441, Alachua, Florida 32615, and the **CITY OF ALACHUA**, GRANTEE, whose post office address is Post Office Box 9, Alachua, Florida, 32616.

**WITNESSETH:**

That the said GRANTOR, pursuant to and in accordance with Section 38-32 of the City of Alachua Code, and other good and valuable consideration, to it in hand paid by GRANTEE, 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 easement for the purpose of constructing, operating and maintaining municipal public utility facilities including, but not limited to, electric, water, wastewater, reclaimed water utility facilities and related appurtenances over, under, upon and through the following described property in Alachua County, Florida, to wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

**This Easement shall be limited to underground utilities and for surface support facilities such as those described on page two of this Easement. No overhead utilities shall be permitted.**

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right to construct, locate, operate, inspect, patrol, alter, improve, repair, rebuild, relocate and remove said facilities; (b) the right of ingress and egress to and from the Easement Area at all times; (c) the right to upgrade the quantity and type of facilities; (d) the right to clear the Easement area and keep it cleared of trees, limbs, undergrowth and other obstructions which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said

facilities; (e) the right to trim and cut and keep trimmed and cut any trees and undergrowth on GRANTOR's land adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; and, (f) all other rights and privileges reasonably necessary for GRANTEE's safe and efficient installation, operation and maintenance of said facilities.

GRANTOR hereby reserves the right of ingress and egress for vehicular and pedestrian traffic and the right to make and maintain properly permitted and approved surface site improvements such as but not limited to roadway improvements, paved parking lots, driveways, monument signs and sidewalks in the Easement area. No other buildings, structures or obstacles shall be located, constructed, growing, excavated or created within the Easement Area. All openings and excavations created by GRANTEE for the purpose of examining, repairing, replacing, altering or extending the facilities will be properly filled by GRANTEE, the surface restored and the Easement area left in good and safe condition. Moveable fences and shrubs are permitted on the Easement area provided they are placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') from fire hydrants and manhole centers, ten feet (10') from the opening side of any pad mounted transformer, three feet (3') from water meter and valve box centers and four feet (4') from the other three sides of any pad mounted transformer. Further, there must be unobstructed access to fire hydrants from the roadway or closest paved surface.

GRANTOR agrees not to call upon GRANTEE to relocate its facilities unless it is determined jointly by GRANTOR and GRANTEE that such relocation is necessary for the future orderly development of the premises and such development is in physical conflict with GRANTEE's facilities. In such event, said facilities will be relocated to another mutually agreed upon Easement Area within GRANTOR's premises, provided that GRANTOR executes and delivers to GRANTEE, at no cost to the GRANTEE, an acceptable and recordable easement to accommodate the relocated facilities. The cost of such relocation will be borne solely by GRANTOR unless otherwise agreed in writing by GRANTEE.


GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement. GRANTOR shall not utilize or permit to be utilized the Easement area in any way that will interfere with GRANTEE's rights, facilities and safe operation and maintenance.

GRANTOR hereby warrants and covenants that GRANTOR is the owner of fee simple title to the premises on which the above described Easement is located and has full right and lawful authority to grant and convey this easement.

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

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year aforesaid.

*Signed and delivered  
in our presence as witnesses:*

  
\_\_\_\_\_  
Witness Signature

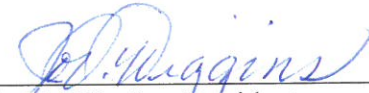
Print Name: Darryl J. Tompkins

  
\_\_\_\_\_  
Witness Signature

Print Name: Sandra E. Howe

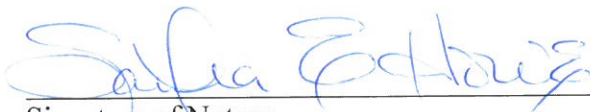
“GRANTOR”

Alachua Self Storage, Inc., a Florida  
Corporation

By:   
\_\_\_\_\_  
Jo V. Wiggins, President

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of January, 2019, by Jo V. Wiggins as President of Alachua Self Storage, Inc., a Florida Corporation, on behalf of the Corporation, who is personally known to me or produced her Florida drivers license as identification.

  
\_\_\_\_\_  
Signature of Notary

Print Name: Sandra E. Howe

Notary Public, State of Florida

My Commission Expires: 11/15/2021

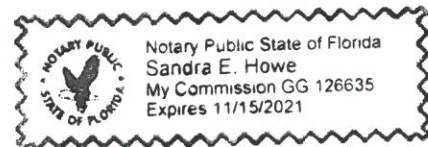


EXHIBIT "A"

**Date:** December 18, 2018

**PREPARED FOR:** Alachua Self Storage

**PROJECT:** Alachua Self Storage

**DESCRIPTION FOR:** 15-foot Public Utility Easement (+/- 5,707 Sq. Ft.)

THE SOUTH 15.00 FEET OF THE NORTH 30.00 FEET OF LANDS DESCRIBED IN  
OFFICIAL RECORDS BOOK 2264, PAGE 807, OF THE PUBLIC RECORDS OF ALACHUA  
COUNTY, FLORIDA.