

Resolution No. 90-139
**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

WHEREAS, Exxon Company U.S.A have tendered an easement to be signed by the Chairman of the Board of County Commissioners of St. Johns County Florida, and this easements will be returned to Exxon Company U.S.A. to be executed by the President of Exxon Company U.S.A. granting to St. Johns County, Florida an easement for ingress and egress and a sewage pump station site on the real property owned by Exxon Company U.S.A.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described easement is to be signed by the Chairman of the Board of County Commissioners of St. Johns County, Florida.

Section 2, St. Johns County will pay Exxon Company, U.S.A. \$4,000.00 dollars for the easement for ingress and egress and a sewage pump station site on the real property of Exxon Company U.S.A.

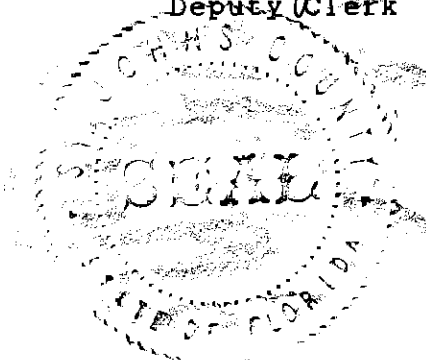
ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 14th day of August, 1990.

BOARD OF COUNTY COMMISSIONERS OF ST.
JOHNS COUNTY, FLORIDA

By: Craig A. Maguire Its
Chairman

ATTEST: Carl "Bud" Markel, Clerk

BY: Amy B. Mulligan
Deputy Clerk



EASEMENT

WHEREAS, Exxon Corporation, a New Jersey corporation, with an office at 1200 Smith Street, Suite 1050, Houston, Texas 77002, and a mailing address of P. O. Box 4415, Houston, TX 77210-4415, is the owner of property under a deed recorded in the office of Clerk of Courts in Book OR 66, Page 638,639 of St. Johns County, reference to said instrument being here made for a more particular description of the premises covered thereby and for all other purposes, and

WHEREAS, Exxon Corporation (hereinafter called "Grantor") is willing to grant to St. Johns County, Florida (hereinafter called "Grantee") an easement over the above-described property.

NOW, THEREFORE, Grantor for and in consideration of ten dollars and other good and valuable consideration in hand paid to Grantor, receipt of which is hereby acknowledged, has granted and by these presents does grant unto Grantee, a perpetual easement and perpetual 10 foot access right of way and 10 foot temporary construction easement for installation and maintenance of a sewage pump station. Said easement is described as follows:

Property as described on Schedule "A" which description is made a part hereof by reference as though fully and completely set forth herein.

To the extent granted by Florida law,

Grantee agrees to protect, indemnify, and save Grantor harmless from and against all claims, demands, and causes of action of every kind and character arising in favor of Grantee's employees, Grantor's employees, or third parties on account of personal injuries or death, or damages to property, which may arise out of the exercise of the easement privileges herein granted, in any way resulting from the acts or omissions of Grantee, Grantee's agents, employees, representatives, or contractors, except only such damages and/or expenses as are caused solely and directly by the negligence of Grantor.

Grantee acknowledges that it shall be its responsibility to secure all permits or authorizations from third parties and governmental authorities, if any are necessary for it to utilize the rights granted hereby.

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land but grants only the right of way and easement as provided above.

Grantor retains for itself and its successors and assigns the right to use and enjoy the above-described land except as the use thereof may be necessary for the purposes granted herein.

Grantee will not erect any structure, fence, sign, or other permanent or temporary obstructions upon the easement area nor allow any type of trailer or automotive equipment to be parked on said easement area.

Documentary Tax Pd. \$ 55

\$ 4 Intangible Tax Pd.

Carl "Bud" Markel, Clerk St. Johns

County By: DM D.C.

Grantee will permit at all times the free flow of motor vehicle and pedestrian traffic through, over, and upon the described easement area.

This right of way and easement shall not be assignable by Grantee in whole or in part without the written consent of Grantor.

This right of way and easement is made by Grantor and accepted by Grantee without warranty of title by Grantor, either express or implied.

To have and to hold the herein described easement and right of way until the use of said easement and right of way shall be abandoned. Grantee agrees to execute an instrument in recordable form releasing said easement when it is no longer using the easement for the purposes set out herein.

IN WITNESS WHEREOF, St. Johns County, a political subdivision of the State of Florida has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said board this 14th day of August, 1990.

(OFFICIAL SEAL)

ATTEST: Paul "Bob" Mandel
Its Clerk

St. Johns County, Florida
By its Board of County Commissioners

BY: Craig A. Maguire
Its Chairman

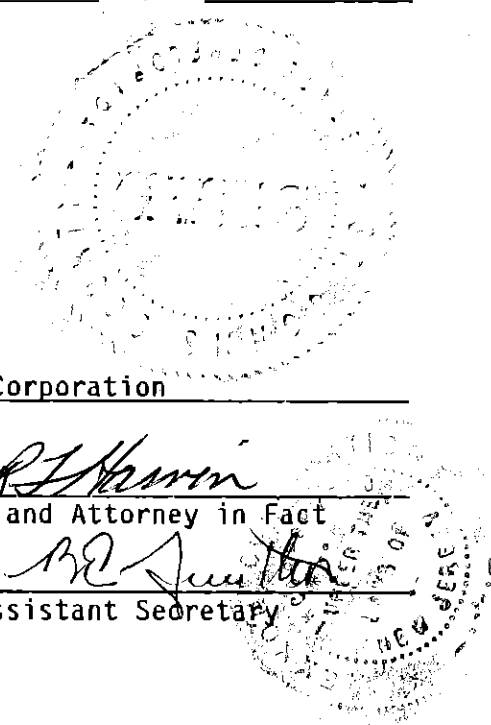
J. G. McDonald
Witness

S. F. Dennis
Witness

Exxon Corporation
Grantor

By: R. T. Harvin
Agent and Attorney in Fact

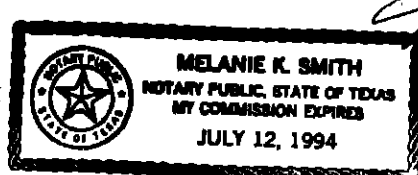
Attest: B. E. Smith
Assistant Secretary



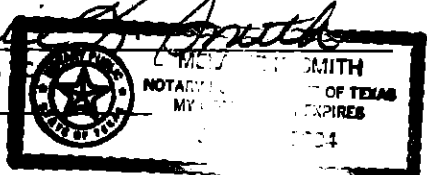
STATE OF TEXAS
COUNTY OF HARRIS

Before me MELANIE K. SMITH, on this day personally appeared R. T. HARVIN known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

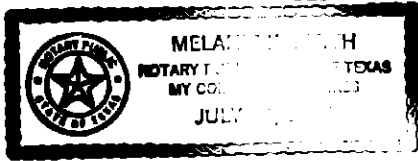
Given under my hand and official seal this 5TH day of OCTOBER, 1990.



Melanie K. Smith
Notary Public
HARRIS
County



0949C



"SCHEDULE "A" "

10 FOOT TEMPORARY CONSTRUCTION BASEMENT

A part of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of those lands described in official records volume 66 pages 638 and 639 of the Public Records of said County; thence South 53°44'00" West, along the Northerly line of said lands, a distance of 63.77 feet; thence South 36°16'00" East, a distance of 10.00 feet to the Point of Beginning; thence continue South 36°16'00" East, a distance of 10.00 feet; thence South 53°44'00" West, a distance of 316.33 feet to the Northerly right-of-way line of State Road No. 16 (a 200 foot right of way as now established), said point lying on a curve concave to the Northeast and Having a Radius of 1013.92 feet; thence Northwesterly along the arc of said curve and along said right of way line, a distance of 10.06 feet, making a central angle of 00°34'06" and having a chord bearing of North 42°15'42" West, and a chord distance of 10.06 feet; thence North 53°44'00" East, a distance of 317.08 feet to the Point of Beginning. Containing 3,168 square feet, or 0.073 acres, more or less.

10 FOOT PERMANENT ACCESS EASEMENT

A part of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of those lands described in Official Records Volume 66 Pages 638 and 639 of the Public Records of said County; Thence South 53°44'00" West, along the North line of said lands, a distance of 63.77 feet to the Point of Beginning; thence South 36°16'00" East, a distance of 10.00 feet; thence South 53°44'00" West, a distance of 317.38 feet to the Northerly right of way line of State Road #16 (a 200 foot right of way), said point lying on a curve concave to the Northeast and having a radius of 1013.92 feet; thence Northwesterly along the arc of said curve and along said right of way line, a distance of 10.05 feet, making a central angle of 00°34'04" and having a chord bearing of North 41°41'37" West, and a chord distance of 10.05 feet to the North line of said lands in Official Records Volume 66, pages 638 and 639; thence North 53°44'00" East, along said North line, a distance of 318.33 feet to the Point of Beginning. Containing 3,180 square feet or 0.073 acres, more or less.

SEWAGE PUMP STATION SITE

A part of Section 6, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the Northeast corner of those lands described in Official Records Volume 66, Pages 638 and 639 of the Public Records of said county. Thence South 53°44'00" West along the North line of said lands, a distance of 23.77 feet to the Point of Beginning; thence South 36°16'00" East, a distance of 40.00 feet to the point on the East line of said lands; thence South 53°44'00" West, a distance of 40.00 feet; thence North 36°16'00" West, a distance of 40.00 feet to the North line of said lands; thence North 53°44'00" East along said North line. A distance of 40.00 feet to the Point of Beginning, containing 1600 square feet, or 0.037 acres, more or less.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

SO OCT 19 AM 10:10

Carl "Burl" Munkel
CLERK OF CIRCUIT COURT

VERIFIED BY.
[Signature]

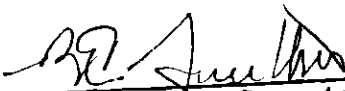
CERTIFICATE

This is to certify that the attached copy of Incumbent Power of Attorney (IPA-9-86) is a true and reproduced copy of a certified copy of the original executed, attested, sealed and acknowledged Incumbent Power of Attorney instrument which is on file in the Secretary's Department of Exxon Company, U.S.A. (a division of Exxon Corporation) in Houston, Texas; that on October 5, 1990, R. T. Harvin was/is the Real Estate and Engineering Manager, Retail Business of Exxon Company, U.S.A.; that said Incumbent Power of Attorney was/is in effect on said date; and that the execution and delivery of _____

Leasement R/S# 4-6000
were/are authorized by said Incumbent Power of Attorney.

Executed this 5th day of October 1990.

EXXON CORPORATION

By 
Assistant Secretary

(Corporate Seal)

THE STATE OF TEXAS
COUNTY OF HARRIS

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BEFORE ME, the undersigned authority, on this day personally appeared B. B. Muntler, known to me to be the person whose name is subscribed to the foregoing instrument as Assistant Secretary for EXXON CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5TH day of October, 1990.

Melanie K. Smith
Notary Public in and for
Harris County, Texas



KNOW ALL MEN BY THESE PRESENTS:

THAT EXXON CORPORATION, a New Jersey corporation, having an office in Houston, Texas, acting by and through Randall Meyer, as President of Exxon Company, U.S.A., a division of Exxon Corporation (hereinafter called "Company"), and as Vice-President of Exxon Corporation, does hereby nominate, constitute and appoint each incumbent of each of the following positions in said Company:

Marketing Department

Fuel Products Manager;
Specialty Products Manager;
Real Estate and Engineering Manager; and
Distribution Manager

as Agent and Attorney-in-Fact of Exxon Corporation for purposes of executing and delivering instruments and documents as more particularly described below, and does hereby grant, delegate and invest each of said incumbents with power and authority to execute and deliver for, in the name and on behalf of Exxon Corporation, and in connection with the business and affairs of said Company, instruments and documents of any and every nature, including, but not by way of limitation, instruments pledging the credit of Exxon Corporation, bonds of indemnity, other indemnities, guaranties, affidavits, permits, licenses, applications for permits or licenses, other governmental documents, bids, collective bargaining agreements, other contracts, deeds of conveyance, encumbrances, leases, releases, discharges of mortgages or deeds of trust, assignments, transfers of leasehold estates and/or other interests in real

and/or personal property, and any other instrument or document as may be required or desired in the conduct of the business of said Company, whether similar or dissimilar to the foregoing, EXCEPT the following:

1. Any mortgage, assignment, conveyance or release to any third party of any oil, gas and/or mineral lease or any other interest in oil, gas and/or other minerals which is severed from the surface and which is owned by or leased to Exxon Corporation;
2. Any mortgage, assignment, conveyance or release of other real property valued at more than One Million Dollars by any taxing authority;
3. Any instrument authorizing, permitting or evidencing the borrowing of money from any person or entity; or
4. Any instrument delegating the power and authority conferred herein to execute and deliver instruments.

Each incumbent of each said position in said Company may exercise the power and authority herein granted, delegated and invested, in any particular and appropriate transaction or matter, either as an Attorney-in-Fact of Exxon Corporation or as an official of said Company. Any action taken as authorized under this Incumbent Power of Attorney shall be an act of Exxon Corporation and binding upon it.

Certificates of incumbency and evidencing authority relating to particular transactions or matters may be issued by the Secretary or any Assistant Secretary of Exxon Corporation and may be relied upon by third parties dealing with Exxon Corporation or with said Company. Such Certificates shall certify that, on the dates set out therein, the individual named therein was an incumbent of one of said positions in said Company; that the execution and delivery by such person of particular instruments or

documents was authorized by this Incumbent Power of Attorney; and that this Incumbent Power of Attorney was in effect at the time of such execution and delivery.

This Incumbent Power of Attorney cancels and revokes the Incumbent Power of Attorney (IPA-9-81) effective August 28, 1981, and every power and authority therein contained. This Incumbent Power of Attorney, and the cancellation and revocation referred to in the preceding sentence, are effective September 17, 1986.

APPROVED AND EXECUTED this 17TH day of September, 1986.

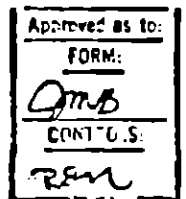
EXXON CORPORATION

(Corporate Seal)

By Randall Meyer
President of Exxon Company, U.S.A. and
Vice-President of Exxon Corporation

ATTEST:

Pt. A. Nol
Assistant Secretary



STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on September 17, 1986, by Randall Meyer, President of Exxon Company, U.S.A. (a division of Exxon Corporation) and Vice-President of Exxon Corporation, a New Jersey corporation, on behalf of said corporation.

Christine M. Bagland
Notary Public in and for
the State of Texas

(Notary Seal)