

BE IT RESOLVED BY THE CITY OF PARKER:

WHEREAS, the State of Florida, through the Department of Transportation, 605 Suwannee Street, Tallahassee, Florida proposes to locate, construct, maintain or improve a portion of State Road 30 in the City of Parker, Florida ("Project");

WHEREAS, a portion of the real property involved and necessary to the Project is owned by the City of Parker; and

WHEREAS, the Department of Transportation has made a request for a perpetual easement on certain real property in connection with the Project.

NOW, THEREFORE, it is resolved that:

The City Council authorizes and directs the Mayor and City Clerk to execute any and all necessary instruments to grant the State of Florida, for the use and benefit of the State of Florida Department of Transportation, a perpetual easement to be used solely in connection with the Project over the certain real property located and situated in Parker, Bay County, Florida, to wit:

In Section 24, Township 4 South, Range 14 West, BEGIN at a point 10.0 feet East of the Northwest Corner of Lot 5, according to the Map of Parker recorded at Plat Book 5, Page 2, in the Official Records of Bay County, Florida; thence East 10.0 feet; thence South 15.0 feet; thence West 10.0 feet; thence North 15.0 feet to the POINT OF BEGINNING.

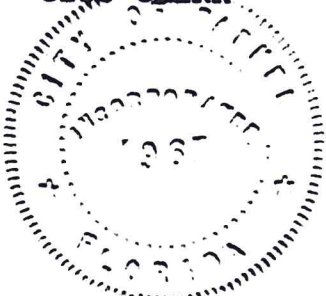
Earl Gilbert  
MAYOR

Upon the motion of Councilmsn Davis and seconded by Councilman Boisky, the foregoing Resolution was passed, approved and adopted by the City Council of Parker, Florida at a meeting held on the 6th day of December, 1988.

WITNESS my hand and seal of the City of Parker, Florida on this 6th day of December, 1988.

ATTEST:

[Signature]  
CITY CLERK



parker\resolution.pro

## EASEMENT

THIS EASEMENT ("Easement") is entered into this 6th day of December, 1988, by and between the State of Florida, for the use and benefit of the State of Florida Department of Transportation, 605 Suwannee Street, Tallahassee, Florida 32301 ("DOT") and the City of Parker, Florida, a municipal corporation ("Parker").

For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parker hereby grants to DOT, its successors and assigns, a non-exclusive easement under the terms and conditions herein over, upon, and on to the following described real property located and situated in Parker, Bay County, Florida, to wit:

In Section 24, Township 4 South, Range 14 West, BEGIN at a point 10.0 feet East of the Northwest Corner of Lot 5, according to the Map of Parker recorded at Plat Book 5, Page 2, in the Official Records of Bay County, Florida; thence East 10.0 feet; thence South 15.0 feet; thence West 10.0 feet; thence North 15.0 feet to the POINT OF BEGINNING. ("Property")

for purposes of installation of a power pole, guy wires and anchors, and associated electrical transmission lines running over and across the Property, and all necessary structures and facilities to run utilities to a power pole erected upon the Property ("Project").

2. Parker reserves all of its right, title and interest in and to the oil, gas and other minerals in, on, and under the Property.

3. This perpetual Easement shall commence on the date of execution of this Easement and shall continue for so long as DOT requires use of the Property for the Project; provided, however, in the event the DOT should abandon the use of the Property in connection with the Project, all of the rights hereby granted shall cease and terminate and all interest in the Easement shall revert to Parker without the necessity for demand or re-entry; and it is intended that such right of reverter shall be in addition to any statutory provision for abandonment contained



under the laws of the State of Florida.

4. This Easement shall not be construed in any way to create a conveyance of fee simple title to all or any part of the Property.

5. DOT shall not commit waste nor commit or permit any illegal use of the Property.

IN WITNESS WHEREOF, Parker has caused these presents to be executed on the day and year first above written.

Signed, sealed & delivered  
in the presence of:

PARKER

CITY OF PARKER, FLORIDA, a  
municipal corporation

By: Earl Gilbert  
Earl Gilbert, Mayor

ATTEST:

D. D. Singer  
CITY CLERK

STATE OF FLORIDA  
COUNTY OF BAY

BEFORE ME, the undersigned Notary Public, personally appeared EARL GILBERT, to me known to be the person described in and who executed the foregoing Easement and acknowledged to me that he was duly authorized to sign the foregoing on behalf of the City of Parker, Florida and that he did so as the free act and deed of said corporation.

IN WITNESS whereof, I have hereunto set my hand and seal on this 8th day of December, 1988.

Allen P. Hoskins  
NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JUNE 3, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

NOTARY PUBLIC  
My Commission Expires:

THIS DOCUMENT PREPARED BY: TIMOTHY J. SLOAN, ESQ., BARRON,  
REDDING, HUGHES, FITE, BASSETT & FENSOM, P.A., 220 MCKENZIE  
AVENUE, PANAMA CITY, FLORIDA 32401 (904) 785-7454

parker\ easement

**This Warranty Deed**

Made the

23

day of

October

A. D. 1978

HUGH T. GRIMES and wife, BETTY L. GRIMES

hereinafter called the grantor, to

THE CITY OF PARKER, a municipal corporation

whose postoffice address is P. O. Box 10745, Panama City, Florida 32401

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

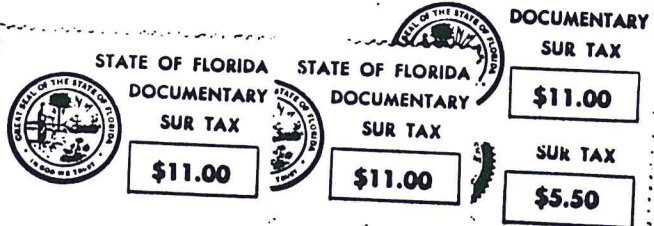
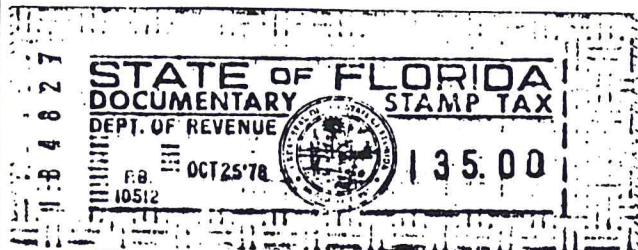
**Witnesseth:** That the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, re-mises, releases, conveys and confirms unto the grantee, all that certain land situate in Bay County, Florida, viz:

Lot 5 and the West 48 feet of Lot 6, according to map of Parker, in the NW $\frac{1}{4}$  of Section 24, Township 4 South, Range 14 West, as per plat thereof recorded in Book 5, Page 2, of the Public Records of Bay County, Florida.



STATE OF FLORIDA  
DOCUMENTARY  
SUR TAX

\$11.00



**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1977.

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*[Signature]*

*[Signature]* HUGH T. GRIMES L.S.  
*[Signature]* BETTY L. GRIMES L.S.

STATE OF FLORIDA  
COUNTY OF BAY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

HUGH T. GRIMES and wife, BETTY L. GRIMES

to my knowledge to be the persons described in and who executed the foregoing instrument, and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this

October 23, A. D. 1978.

Notary Public, State of Florida at Large  
My Commission Expires Nov. 1, 1980  
Bonded by American Fire & Casualty Company

This instrument prepared by:

J. ROBERT HUGHES  
209 E. Fourth St.  
Panama City, Florida 32401

Address

SPACE BELOW FOR RECORDERS USE

BAY COUNTY, FLORIDA  
OCT 25 1978

Filed for record  
at 11:00 a.m. and duly recorded. Book and page indicated above. Bruce Collins, Clerk Circuit Court  
By *[Signature]*