

Prepared by and return to:
Christina M. Johnson-Boyce, Esq.
Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida 33811

Tax Folio Numbers: 06-2229-005-0030; 06-2229-008-0551
06-2229-006-0020; 06-2229-005-0021

GRANT OF EASEMENT

THIS INDENTURE, made as of this 31st day of NOV, 2017, between GORDON C. CERTAIN and LEONARD L. CERTAIN, Individually and as Trustees of the Gordon B. Certain, Jr., Trust, RICHARD E. TURNER and LAWRENCE C. TURNER, (hereinafter collectively called "GRANTOR"), and CITY OF NORTH MIAMI, (hereinafter called "GRANTEE").

WITNESSETH

THAT, the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant to the GRANTEE, its successors and assigns, forever, the right and privilege of an irrevocable, perpetual and non-exclusive water and sewer easement on the property of the GRANTOR, shown and described on EXHIBIT "A" attached hereto and made a part hereof (hereinafter called the "FACILITIES" or "EASEMENT"), to construct and install, operate and maintain water and sewer facilities, with the right to reconstruct, improve, change, and remove all or any of the facilities within the easement, with the full right of ingress thereto and egress therefrom on the express condition that it is used for the express purposes provided herein;

The GRANTEE shall regulate the installation and future operations of the FACILITIES so as not to conflict with normal operations of the GRANTOR (and those claiming under it, including PUBLIX SUPER MARKETS, INC., as ground tenant, for so long as the lease with such party or its successors and assigns remains in effect); however, the GRANTEE shall have full right to enter upon the EASEMENT at any time when normal operations or emergency repairs of the FACILITIES are required.

By acceptance of this instrument, the GRANTEE agrees to indemnify and hold harmless the GRANTOR from all and against all suits, claims, judgments, and all loss, damage, costs or charges including attorney's fees and court costs arising directly or indirectly from the installation or maintenance, repair, use or existence of the GRANTEE'S FACILITIES within the EASEMENT. The GRANTEE acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. This indemnification shall survive any cancellation of this agreement.

Any contractors utilized by GRANTEE in connection with activities undertaken in connection with this water and sewer EASEMENT shall: (1) indemnify the GRANTOR and the GRANTEE for negligent, willful or intentional acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the Easement Parcel, and (2) obtain

SC
LCC *[Signature]* *[Signature]*

and provide to GRANTOR evidence of comprehensive general liability insurance and auto liability insurance with minimum limits of coverage in an amount acceptable to the Risk Management Department of GRANTEE and further acceptable to the GRANTOR, and (3) list GRANTOR and GRANTEE, as additional insureds under such contractor's liability insurance.

The GRANTOR shall be given written notice and the opportunity by the GRANTEE to attend all preconstruction meetings on installation work of the FACILITIES within the EASEMENT and shall be notified in writing well in advance of the actual start of construction within the EASEMENT. It is further understood and agreed by and between the parties hereto that GRANTOR reserves itself, its heirs and assigns, all other rights not specifically granted herein, including but not limited to the right to construct streets, cross and recross said EASEMENT, and the right to erect light or telephone lines or any other improvements which do not hinder the operation of the FACILITIES by the GRANTEE on an ongoing basis.

The GRANTEE shall be held responsible for any damage to adjacent property as a result of the installation and future operation of the FACILITIES, and further, shall restore all pavement, sidewalks, curb and gutter (limited to asphalt and concrete), existing utilities, and landscaping (limited to grass) to a condition acceptable to the GRANTOR.

The GRANTEE during the course of installation and future operation of the FACILITIES, shall not encroach beyond the boundaries of the EASEMENT or any other easement that may be granted by the GRANTOR. Should the EASEMENT be abandoned or discontinued by law or otherwise, or no longer of use for the purposes provided herein or if the GRANTEE does not comply with any term, covenant or condition of this instrument, the said EASEMENT shall cease and revert with the right of immediate possession and right of entry to the GRANTOR or its successors in interest.

The GRANTOR does hereby affirm that it has full power and authority to grant this EASEMENT and GRANTEE accepts the property in "as is" condition.

All notices, requests, consents and other communications required or permitted under this EASEMENT shall be in writing (including messages distributed by e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO GRANTEE:

CITY OF NORTH MIAMI
776 N.E. 125 Street
North Miami, FL 33161

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a signature that appears to be 'JC', a set of initials 'LLC', and another signature that looks like 'JJ'.

TO GRANTOR:

RICHARD E. TURNER
14865 North Spur Drive
Miami, FL 33161

GORDON C. CERTAIN, Trustee
5110 North Ivy Road
Atlanta, GA 30342

LAWRENCE C. TURNER
31 Peachtree Street
Murphy, NC 28906

LEONARD L. CERTAIN, Trustee
187 Mountain Farm Road
Burnsville, NC 28714

YC
LLC

207

1/2

WITH COPIES TO:

YELEN & YELEN PA
1104 Ponce de Leon Boulevard
Coral Gables, FL 33134

PUBLIX SUPER MARKETS, INC.
3300 Publix Corporate Parkway
Lakeland, FL 33811

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (3) one day after mailing by any form of overnight mail service.

IN WITNESS WHEREOF, the GRANTOR herein has caused these presents to be executed in its name on the day and year first above written.

SIGNATURES ON THE FOLLOWING FOUR PAGES.

SC
LLC
[Handwritten signatures]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 17 2017.

Signed and sealed in the presence of:

[Signature]
Print Name: Ryan C Manning

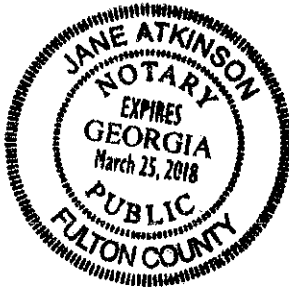
Gordon C. Certain
GORDON C. CERTAIN, as Trustee of the
Gordon B. Certain, Jr. Trust, and individually

[Signature]
Print Name: Chris Onyemenam
Two Witnesses as to Gordon C. Certain

Address:
5110 North Ivy Road, Atlanta, GA 30342

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me this 17 day of March, 2017, by Gordon C. Certain, as Trustee of the Gordon B. Certain, Jr. Trust. Such person (check one) is personally known to me or has produced a valid GA DL driver's license as identification.



[Signature]
Notary Public, State and County Aforesaid
Printed Name: JANE ATKINSON
My commission expires: March 25 2018
(Notary Seal)

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

Signed and sealed in the presence of:

Cheryl Dale
Print Name: Cheryl Dale

Amanda Phillips
Print Name: Amanda Phillips
Two Witnesses as to Leonard L. Certain

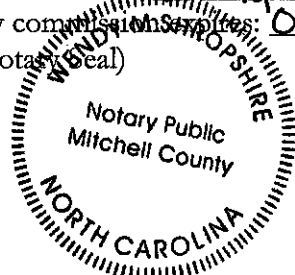
Leonard L. Certain
LEONARD L. CERTAIN, as Trustee of
the Gordon B. Certain, Jr. Trust, and
individually

Address:
187 Mountain Farm Road, Burnsville, NC
28714

STATE OF NORTH CAROLINA
COUNTY OF Mitchell

The foregoing instrument was acknowledged before me this 20 day of March, 2017, by Leonard L. Certain, as Trustee of the Gordon B. Certain, Jr. Trust. Such person (*check one*) _____ is personally known to me or has produced a valid _____ driver's license as identification.

Wendy M Shropshire
Notary Public, State and County Aforesaid
Printed Name: Wendy M Shropshire
My commission expires: October 27 2019
(Notary Seal)



(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

Signed and sealed in the presence of:

Teresa W McDonald
Print Name: Teresa W McDonald

LAWRENCE C. TURNER

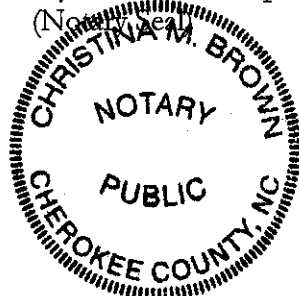
Holly M Turner
Print Name: Holly M. Turner
Two Witnesses as to Lawrence C. Turner

Address:
31 Peachtree Street, Murphy, NC 28906

STATE OF NORTH CAROLINA
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by Lawrence C. Turner. Such person (check one) is personally known to me or has produced a valid _____ driver's license as identification.

Christina M. Brown
Notary Public, State and County Aforesaid
Printed Name: Christina M. Brown
My commission expires: June 22, 2020



(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

Signed and sealed in the presence of:

[Signature]
Print Name: JANA A. YELLEN

[Signature]
RICHARD E. TURNER

[Signature]
Print Name: DANA SIMON
Two Witnesses as to Richard E. Turner

Address:
14865 North Spur Drive, Miami, FL 33161-2040

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9 day of March, 2017, by Richard E. Turner. Such person (check one) is personally known to me or has produced a valid _____ driver's license as identification.

[Signature]
Notary Public, State and County Aforesaid
Printed Name: KATHLEEN KOTIL
My commission expires: _____
(Notary Seal)



KATHLEEN KOTIL
MY COMMISSION # GG 048508
EXPIRES: November 17, 2020
Bonded Thru Budget Notary Services

JOINDER AND CONSENT

PUBLIX SUPER MARKETS, INC., a Florida Corporation, as ground tenant under a Lease with Grantor, hereby joins in and consents to this Grant of Easement.

Signed, sealed and delivered
in my presence this 31st day
of March, 2017.

Paige Brant
Print Name: **Paige Brant**

Kim Kinard
Print Name: **Kim Kinard**

STATE OF FLORIDA
COUNTY OF POLK

PUBLIX SUPER MARKETS, INC., a
Florida corporation

By: Jeffrey Chamberlain
Senior Vice President

[CORPORATE SEAL]

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 31st day of March, 2017, by Jeffrey Chamberlain, as Senior Vice President of Publix Super Markets, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Shelly Sasnett
Notary Public **Shelly Sasnett**
[NOTARY SEAL]



SHELLY SASNETT
MY COMMISSION # FF 174133
EXPIRES: November 5, 2018
Bonded Thru Budget Notary Services

Attestation as to Easement by the City Clerk shall constitute evidence of approval by the City of North Miami.

CITY OF NORTH MIAMI, a Municipal Corporation of the State of Florida

By: [Signature]
Larry M. Spring, Jr., CPA, City Manager

ATTEST: [Signature]
Michael A. Etienne, Esq, City Clerk

Approved as to legal form and correctness:

[Signature]
Jeff P.H. Cazeau, Esq., City Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing was acknowledged before me this 27th day of April, 2017 by Larry M. Spring, Jr., CPA, as City Manager and Michael A. Etienne, Esq, as City Clerk for and on behalf of the City of North Miami, in the capacity aforesated. Such persons are personally known to me.

[Signature]
Notary Public, State of Florida

Seal
My Commission Expires:

