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Prepared By, Record and Return To:
Michael S. Mullin, Esquire
Rogers Towers, P.A.
960185 Gateway Blvd., Suite 203
Amelia Island, FL 32034

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this 9th day of June, 2010, by and among **JOHN HOWELL HEARD, a single person**, whose address is 1305 Atlantic Avenue, Fernandina Beach, FL 32034 (hereinafter referred to as the "Grantor"), and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, ("Grantee") whose address is 96135 Nassau Place, Suite 1, Yulee, FL 32097.

The following recitals of fact are a material part of this instrument:

- A. The Grantor is the owner of the tract of land more particularly described in Exhibit "A" attached hereto and hereafter referred to as the "Heard Parcel".
- B. The Grantee owns the property described in Exhibit "B".
- C. Grantee has leased the property described in Exhibit "B" to the Nassau County Council on Aging, Inc., a Florida non-profit corporation.
- D. Grantor and Grantee have agreed, based upon Grantee's lease to the Nassau County Council on Aging, Inc., to an easement, and now desire to formalize their agreements and respective uses of the Easement Parcel as more particularly set forth herein.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF EASEMENT**. The Grantor hereby grants to the Grantee: (1) a non-exclusive easement for drainage for water flow from the property set forth in Exhibit "B" for the term of the lease to the Nassau County Council on Aging, Inc. The non-exclusive Easement shall allow the Grantee to drain water from its parcel (Exhibit "B") onto the property described in Exhibit "A". Grantor shall prepare and construct the property in a manner, as determined by Grantor, to provide for drainage from Grantee's Property as set forth in Exhibit "B". The costs for the preparation and construction of the property for drainage shall be at the expense of Grantor; and (2) A non-exclusive easement for overflow parking, subject to Grantor's use and control, for the term of the lease to the Nassau County Council on Aging, Inc.

2. **RESERVATION OF RIGHTS.** Notwithstanding the terms of this Easement, Grantor hereby reserves for its benefit the right of access, ingress and egress, over, along and across the property described in Exhibit "A" Said reservation of rights includes, but is not limited to, the right to use said property for parking and the right to construct a structure to house vehicles or equipment that does not interfere with the drainage easement.

3. **ENFORCEMENT; ATTORNEY'S FEES.** In the event of any default under this instrument, the party not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

4. **NOTICE.** The address of Grantor and Grantee is as set forth in the initial paragraph. Either party may give written notice of change of address with the other. All notices shall be sent by U.S. mail to the addresses provided for in this paragraph and shall be deemed given when placed in the mail. The affidavit of the person depositing the notice in the U.S. post office receptacle shall be evidence of such mailing. Notices shall be deemed received two (2) business days after the postmarked date.

To Grantor:

John H. Heard
1305 Atlantic Avenue
Fernandina Beach, FL 32034
904-261-3644

To Grantee:

County Manager
96135 Nassau Place, Suite 1
Yulee, FL 32097
904-491-7380
904-321-5784 - fax

5. **ENTIRE AGREEMENT.** The parties hereto agree that the entire agreement between the parties with respect to the Easement Parcel is set forth in this instrument.

6. **WAIVER.** No waiver of any of the provisions hereof shall be effective unless it is in writing and signed by the party against whom the waiver is asserted. Any such written waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing waiver or waiver of any future matter.

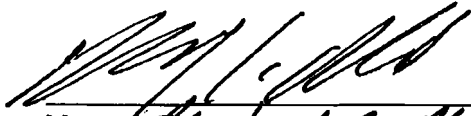
7. **GOVERNING LAW.** This easement shall be interpreted under and governed by the laws of the State of Florida.


IN WITNESS WHEREOF, the Grantor and the Grantee have hereunto set their hands and

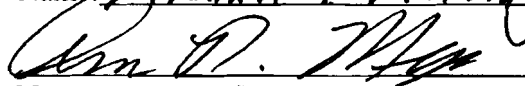
seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"


Name: Michael S. Mullin

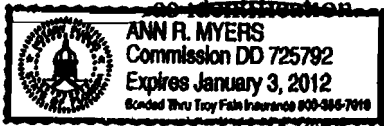

Name: JOHN HOWELL HEARD

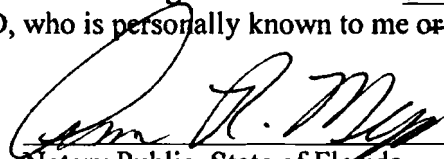

Name: ANN R. MYERS

STATE OF FLORIDA

COUNTY OF NASSAU


The foregoing instrument was acknowledged before me this 14th day of JUNE, 2010, by JOHN HOWELL HEARD, who is personally known to me ~~or who has produced~~




Notary Public, State of Florida
Name: ANN R. MYERS



My Commission Expires _____
My Commission Number is: _____

"Grantee"
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


MICHAEL H. BOYLE
Its: Chairman

1961

Attest as to Chairman's signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk 

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY:


DAVID A. HALLMAN

7/21

EXHIBIT "A"

All those certain lots, pieces or parcels of land situate, lying and being in the City of Fernandina Beach, (formally named Fernandina), County of Nassau and State of Florida and being further described according to the official map or plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida town Improvement Company in 1887 and 1901) as:

Lot M, GARVIN TERRACE, Replat of Lots Two (2), Eight (8), and Nine (9) of Block numbered two hundred forty-four (244), according to Plat Book 2, page 45, public records of Nassau County, Florida.

EXHIBIT "B"

TRACT ONE:

All of those certain lots, pieces, or parcels of land lying and being in the City of Fernandina Beach (formerly City of Fernandina), County of Nassau and State of Florida, and known and described on the official plat of said City (as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

Lots A, B, C, D, E, F, G, H, I, and J, Garvin Terrace, Replat of Lots 2, 8 and 9 of Block 244, according to Plat Book 2, Page 45, public records of Nassau County, Florida; and Sub Lots C, D, and E of Lot 3, Sub Lots E, F, G and H of Lot 4, and Sub Lots A, B, G and H of Lot 7 Block 244, All of said being located in the City of Fernandina Beach.

This being the same property conveyed to Grantor by deed from HUMPHREYS MEMORIAL HOSPITAL, dated January 16, 1979, which deed is recorded in Book 284, Page 78, Official Records Nassau County, Florida.

Together with any interest Grantor may have in the streets, alleys and roadways whether or not platted lying in or adjacent to said property.

LESS AND EXCEPT: Lot N of Garvin Terrace, Replat of Lot 2, of Block 244, according to Plat Book 2, Page 45, Nassau County Public Records. This being the same property as described in the deed from Grantor to John H. Heard, dated July 22, 2005, and recorded in Book 1340, Page 1539 Nassau County Official Records.