

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** dated this 14th day of June, 2010, by and between **WILLIAM JACK SHAFFER and SHIRLEY IRENE SHAFFER** hereinafter referred to as "Grantors" and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

**WHEREAS** the County intends to make repairs to Grantors' property located at 241885 County Road 121, Hilliard, Florida 32046 (Parcel Identification No.14-4N-23-0000-0016-0130) and more particularly as described in Exhibit "A" attached hereto (hereinafter the "Subject Property");

**WHEREAS** the requisite repairs to the pond and surrounding areas located on the Subject Property are necessary in order to keep public roadways safe from damage by erosion;

**NOW THEREFORE** in consideration of mutual covenants the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Grantor hereby grants to the County a temporary construction easement across the Subject Property in order to make the repairs it deems necessary for the installation, restoration and repair of the pond and drainage facilities in order to insure the integrity of the public right of way.

2. This temporary construction easement shall be in full force and effect for one year from the date that the construction will commence. This Agreement may be extended by mutual consent of the parties.

3. The County shall make reasonable efforts to minimize access to the subject land not essential in either the transportation of materials or repairs to dam.

4. The County agrees that in the event of construction under this temporary construction easement, wherein the surface condition of the property is substantially disturbed or damage to structures occur, outside of the agreed upon restoration and repairs, that the County will ensure the surface condition of the land or structure is returned to a comparable state to that prior to the commencement of construction.

**[SIGNATURES ON FOLLOWING PAGE]**

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

Michael H. Boyle  
MICHAEL H. BOYLE  
Its: Chairman

ATTEST AS TO CHAIRMAN'S  
SIGNATURE:

John A. Crawford  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk  
By [Signature] CSO 20X 6/14/10  
Approved as to form by the  
Nassau County Attorney

[Signature]  
DAVID A. HALLMAN

"GRANTORS"

Deborah K Files  
Witness DEBORAH K Files

M. Roberts  
Witness M. Roberts

William Jack Shaffer  
WILLIAM JACK SHAFFER

Shirley Irene Shaffer  
SHIRLEY IRENE SHAFFER

STATE OF Florida  
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 18th day of May, 2010, by William Jack Shaffer & Shirley Irene Shaffer, who is (are) personally known to me or who have produced personally known as identification and who did take an oath.

Jennifer H. Boward  
Jennifer H. Boward  
NOTARY PUBLIC  
State of Maryland at Large  
My Commission Expires: 5/20/2012

EXHIBIT "A"

That certain piece, parcel or tract of land situate, lying and being part of Section Fourteen (14), Township Four (4) North, Range Twenty-three (23) East, Nassau County, Florida, more particularly described as follows:

Commence at the intersection of the Southeasterly right of way line of State Road No. 121 (a 100 foot right of way as now established) with the Southwesterly right of way line of the Seaboard Coast Line Railroad (a 200 foot right of way as now established); thence along the Southeasterly right of way line of said State Road No. 121, South Sixteen (16) degrees, Forty-seven (47) minutes, Zero (00) seconds West One Thousand Three Hundred Forty-five and Sixty-seven Hundredths (1345.67) feet to the Point of Beginning; thence South Eighty-nine (89) degrees, Fifty-seven (57) minutes, Forty-two (42) seconds East for a distance of Two Hundred Ninety (290) feet to a point; thence North Sixteen (16) degrees, Forty-seven (47) minutes, Zero (00) seconds East for a distance of Three Hundred (300) feet to a point; thence North Eighty-nine (89) degrees, Fifty-seven (57) minutes, Forty-two (42) seconds West to the Southeasterly right of way line of said State Road No. 121; thence South Sixteen (16) degrees, Forty-seven (47) minutes, Zero (00) West to the Point of Beginning.

This being the same property described in Warranty Deed Dated March 18, 1989, from Arlene M Dove to William Jack Shaffer and Shirley Irene Shaffer, and recorded in book 565, Page 1256, Official Records of Nassau County Florida.