

This instrument prepared by:
 Nassau County Attorneys Office
 96135 Nassau Place, Suite 6,
 Yulee, FL 32097

***No title examination was performed in connection with this conveyance**

**GRANT OF EASEMENT AND
 PERPETUAL MAINTENANCE AGREEMENT**

THIS EASEMENT AGREEMENT dated this 26th day of July, 2010, by and between **GREGORY ALAN POPE and JAMIE M. POPE**, hereinafter referred to as "Grantors", and the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County".

WHEREAS Grantors are the owners of certain lands more fully described in Exhibit "A" attached hereto (the "Subject Property"); and

WHEREAS Grantors desire to convey to the County an easement for drainage purposes, (the "Easement Area"), more particularly described in Exhibit "B" attached hereto; and

WHEREAS the Easement Area is to accommodate runoff in existing outfall onto the Subject Property and an existing prescriptive interest in said lands pursuant thereto; and

WHEREAS the County shall construct the necessary improvements on the Easement Area to accommodate drainage of storm water runoff.

FOR and IN CONSIDERATION of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Grantor hereby dedicates to the County for public use a non-exclusive perpetual drainage easement in, over, under, upon, and through the Easement Area fully described in Exhibit "B" attached hereto.

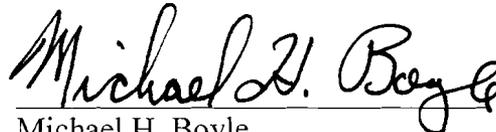
2. The Owner shall maintain all necessary improvements lying within the Easement Area in compliance with all applicable governmental regulations.

3. This Agreement shall run with title to the Subject Property and shall be binding on the Grantors' successors, assigns, and heirs. This Agreement shall inure to the benefit of the County, its successors and assigns.

4. This Agreement shall be recorded in the public records of Nassau County, Florida.

5. This Agreement is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Michael H. Boyle
Its: Chairman

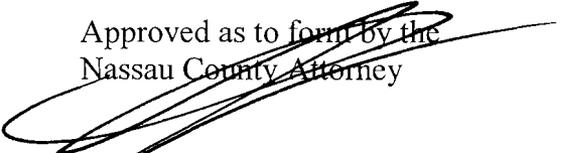
Attest as to Chair's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

PAK
7/26/10

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

"GRANTORS"

Witnesses

Monica Allen
Print Name: Monica Allen

Gregory Alan Pope
GREGORY ALAN POPE

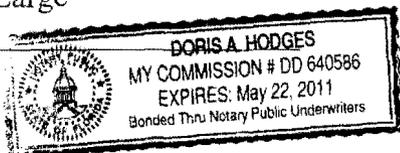
Wendy Baughman
Print Name: Wendy Baughman

Jamie M. Pope
JAMIE M. POPE

STATE OF Florida
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 11th day of June, 2010, by Gregory Alan + Jamie M. Pope, who is personally known to me or who have produced personally known to me as identification and who did take an oath.

Doris A. Hodges
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



MANZIE & DRAKE LAND SURVEYING

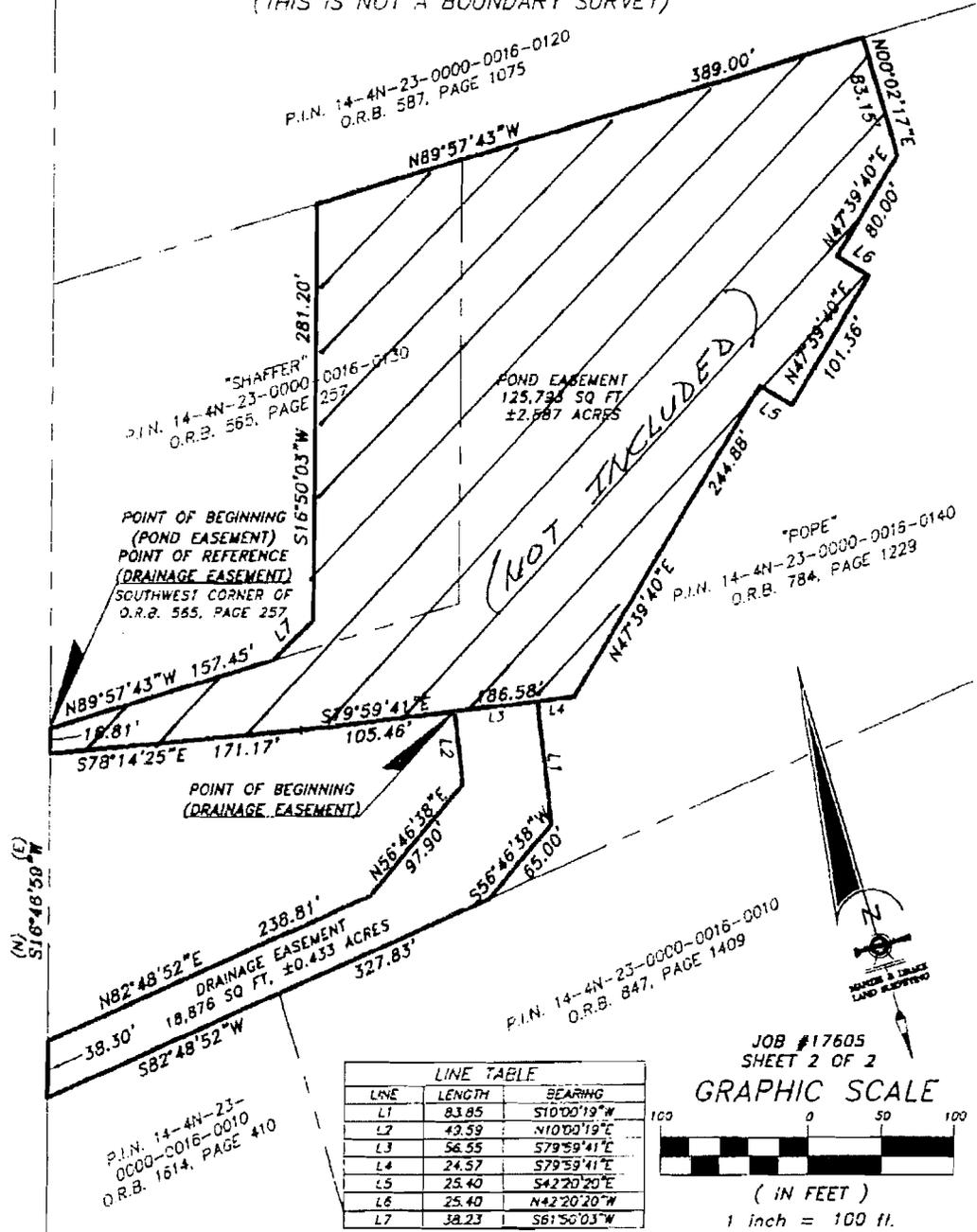
"DRAINAGE EASEMENT"

SKETCH OF LEGAL DESCRIPTION

(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)



COUNTY ROAD NO.121
(100' RIGHT-OF-WAY)



"SHAFFER"
P.I.N. 14-4N-23-0000-0016-0120
O.R.B. 587, PAGE 1075

POINT OF BEGINNING
(POND EASEMENT)
POINT OF REFERENCE
(DRAINAGE EASEMENT)
SOUTHWEST CORNER OF
O.R.B. 565, PAGE 257

POND EASEMENT
125,736 SQ FT
±2.667 ACRES

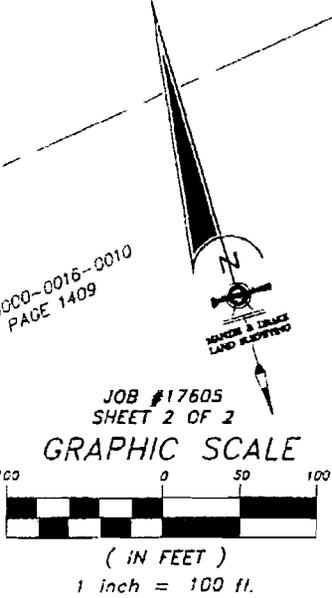
NOT INCLUDED

"POPE"
P.I.N. 14-4N-23-0000-0016-0140
O.R.B. 784, PAGE 1229

P.I.N. 14-4N-23-0000-0016-0010
O.R.B. 1614, PAGE 410

P.I.N. 14-4N-23-0000-0016-0010
O.R.B. 847, PAGE 1409

LINE TABLE		
LINE	LENGTH	BEARING
L1	83.85	S10°00'19"W
L2	43.59	N10°00'19"E
L3	56.55	S79°59'41"E
L4	24.57	S79°59'41"E
L5	25.40	S42°20'20"E
L6	25.40	N42°20'20"W
L7	38.23	S61°50'03"W



MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION
DRAINAGE EASEMENT
PREPARED FOR NASSAU COUNTY
JUNE 1, 2010

A PARCEL OF LAND SITUATE IN SECTION 14, TOWNSHIP 4 NORTH, RANGE 23 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 784, PAGE 1229, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 565, PAGE 257, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 16°46'59" WEST, ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF LAST SAID LANDS AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 121 (A 100 FOOT RIGHT-OF-WAY), A DISTANCE OF 16.79 FEET; THENCE SOUTH 78°14'25" EAST A DISTANCE OF 171.17 FEET; THENCE SOUTH 79°59'41" EAST A DISTANCE OF 105.46 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 79°59'41" EAST A DISTANCE OF 56.55 FEET; THENCE SOUTH 10°00'19" WEST A DISTANCE OF 83.85 FEET; THENCE SOUTH 56°46'38" WEST A DISTANCE OF 65.00 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 784, PAGE 1229; THENCE SOUTH 82°48'52" WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 784, PAGE 1229, A DISTANCE OF 327.83 FEET TO INTERSECT THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 121 (A 100 FOOT RIGHT-OF-WAY); THENCE NORTH 16°46'59" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 38.30 FEET; THENCE NORTH 82°48'52" EAST A DISTANCE OF 238.81 FEET; THENCE NORTH 56°46'38" EAST A DISTANCE OF 97.90 FEET; THENCE NORTH 10°00'19" EAST A DISTANCE OF 49.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.433 ACRES MORE OR LESS.

A handwritten signature in cursive script, appearing to read "Michael A. Manzie".

MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 17605
SHEET 1 OF 2