

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

*No title examination was performed in connection with this conveyance

**GRANT OF EASEMENT AND
PERPETUAL DRAINAGE AGREEMENT FOR DRAINAGE POND**

THIS PERPETUAL DRAINAGE EASEMENT AGREEMENT dated this 26th day of July, 2010, by and between **GREGORY ALAN POPE and JAMIE M. POPE and WILLIAM JACK SCHAFFER and SHIRLEY IRENE SCHAFFER**, 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 a perpetual easement for drainage purposes, which "Drainage Parcel" more particularly described in Exhibit "B" attached hereto; and

WHEREAS the Drainage Parcel 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 has constructed, or shall construct, the Drainage Parcel;

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 Drainage Parcel as fully described in Exhibit "B" attached hereto.

2. No other drainage facilities shall be constructed within the Drainage Parcel without the prior written consent of the Owner and the County and shall be constructed in accordance with all applicable governmental regulations.

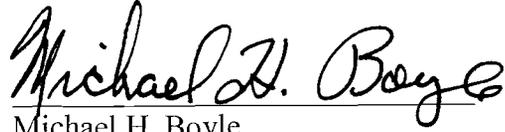
3. Owner shall be responsible for the maintenance and operation of the Drainage Parcel. If the County determines that the Drainage Parcel is not being maintained in compliance with all governmental regulations or in compliance with the terms of this Easement, and such non-compliance continues for a period of sixty (60) days after notice of such non-compliance is delivered by the County to the Owner, then the County shall have the right, but not the obligation, to enter upon the Drainage Parcel in order to perform such necessary maintenance. All actual costs incurred by the County in performing such maintenance shall be reimbursed to the County by the Owner within thirty (30) days of receiving an invoice for such costs.

4. 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.

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

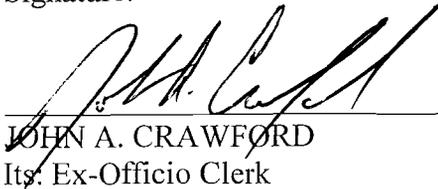
6. This Agreement is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



Michael H. Boyle
Its: Chairman

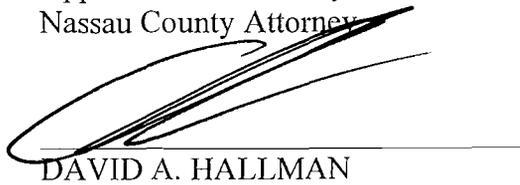
Attest as to Chair's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

EBK
7/20/10

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

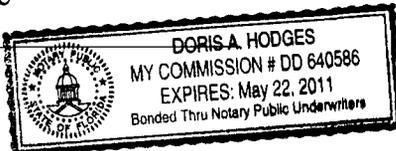
The foregoing instrument was acknowledged before me this 11th day of June, 2010, by Gregory Alan & Jamie M. Pope, who is personally known to me or who have produced personally known to me as identification and who did take an oath.

Doris A. Hodges

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: _____



Witnesses: Deborah Files
Print Name: DEBORAH FILES

William Jack Shaffer
William Jack Shaffer

Megyn Roberts
Print Name: Megyn Roberts

Shirley Irene Shaffer
Shirley Irene Shaffer

STATE OF Maryland
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 16 day of June, 2010, by William & Shirley Shaffer, who is personally known to me or who have produced _____ as identification and who did take an oath.

Jennifer H. Howard
Jennifer H. Howard

NOTARY PUBLIC
State of Maryland at Large
My Commission Expires: 05/28/2012

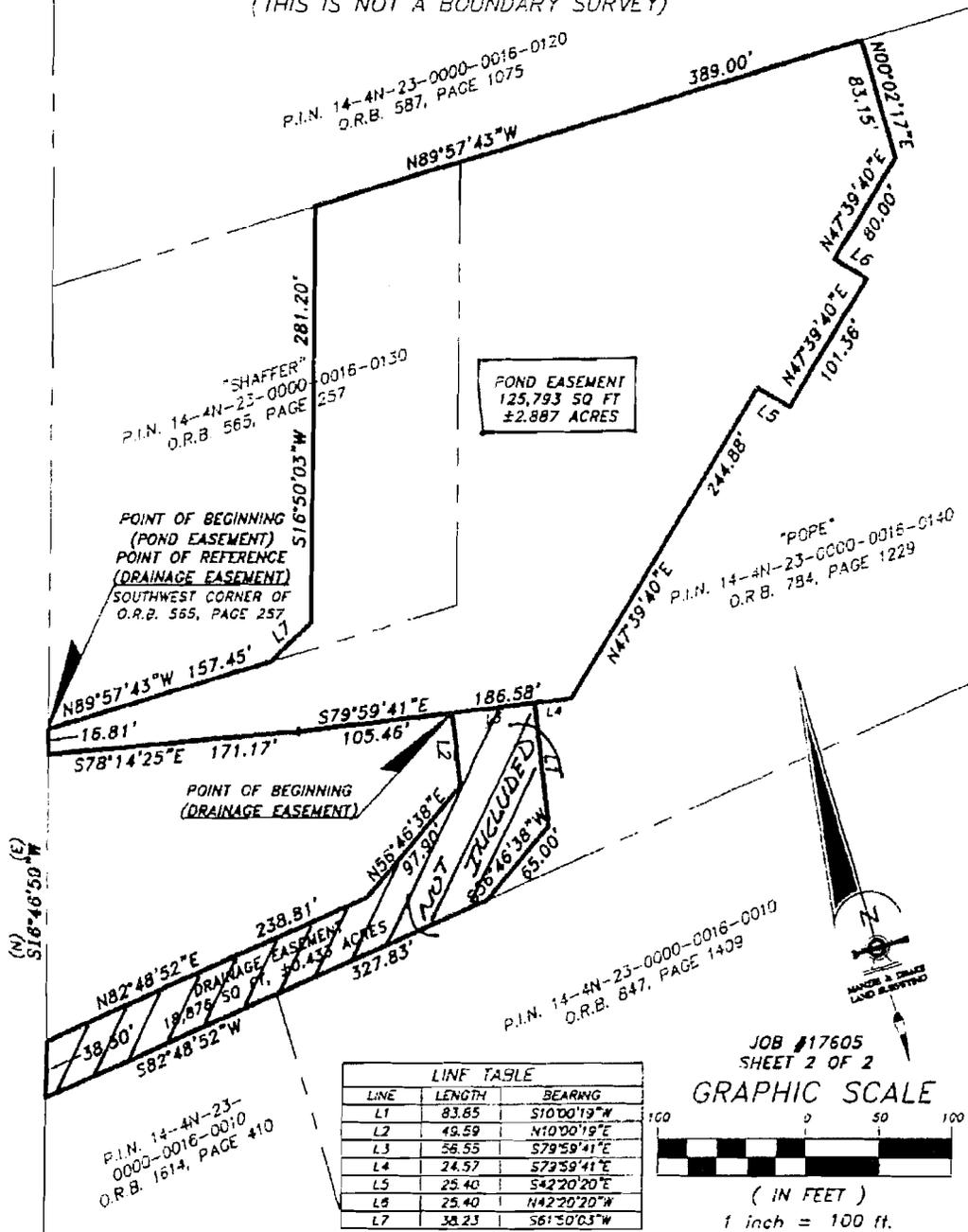
MANZIE & DRAKE LAND SURVEYING

"POND EASEMENT"

SKETCH OF LEGAL DESCRIPTION

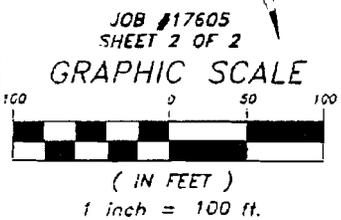
(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)

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



POND EASEMENT
125,793 SQ FT
±2.887 ACRES

LINE TABLE		
LINE	LENGTH	BEARING
L1	83.85	S10°00'19"W
L2	49.59	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

POND 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 565, PAGE 257 AND OFFICIAL RECORDS BOOK 784, PAGE 1229, ALL OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 565, PAGE 257; 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 186.58 FEET; THENCE NORTH 47°39'40" EAST A DISTANCE OF 244.88 FEET; THENCE SOUTH 42°20'20" EAST A DISTANCE OF 25.40 FEET; THENCE NORTH 47°39'40" EAST A DISTANCE OF 101.36 FEET; THENCE NORTH 42°20'20" WEST A DISTANCE OF 25.40 FEET; THENCE NORTH 47°39'40" EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 00°02'17" EAST A DISTANCE OF 83.15 FEET TO INTERSECT THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 784, PAGE 1229; THENCE NORTH 89°57'43" WEST, ALONG THE NORTHERLY LINE OF LAST SAID LANDS AND THE NORTHERLY LINE OF LANDS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 565, PAGE 257, A DISTANCE OF 389.00 FEET; THENCE SOUTH 16°50'03" WEST A DISTANCE OF 281.20 FEET; THENCE SOUTH 61°50'03" WEST A DISTANCE OF 38.23 FEET TO INTERSECT THE SOUTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 565, PAGE 257; THENCE NORTH 89°57'43" WEST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 157.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.887 ACRES MORE OR LESS.

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