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Pages 7
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John A Crawford, Nassau County Clerk of Circuit Court
Rec. Fee \$61.00
#1

PREPARED BY:

Tracy K. Arthur, Esq.
1901 Island Walkway
Fernandina Beach, FL 32034

Return to:

David A. Hallman, Esq.
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, FL 32097

**STATE OF FLORIDA
COUNTY OF NASSAU**

DRAINAGE AND ASSOCIATED ACCESS EASEMENT

RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, duly authorized to do business within the State of Florida, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (hereinafter called "Grantor") hereby grants to **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida ("County"), whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, this Drainage and Associated Access Easement.

WITNESSETH

THAT, FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS and other valuable consideration in hand paid to Grantor by County, the receipt of which is hereby acknowledged, said Grantor hereby grants, bargains, sells, conveys and warrants to County, its successors and assigns, a Drainage and Associated Access Easement upon the terms herein specified. The Drainage and Associated Access Easement shall be limited to, and encumber to that same tract or parcel of land described upon that certain survey plat **recorded in Official Record Book * , Page *** of the Clerk of the Court, Nassau County, Florida referred to herein as the "Easement Premises".

RESERVING UNTO GRANTOR, its successors and assigns, all and whatsoever rights of ingress and egress, including the right to locate utilities, to and over said above-described Easement Premises.

SEE SURVEY ATTACHED HERETO

THIS GRANT is made upon the following terms:

1. The Drainage Easement is granted for the express purpose of establishing a drainage right of way for the use and benefit of the Swallowfork Estates, Phases I-V. In the event functioning drainage or maintenance should be abandoned, or if through acts of governmental entities downstream outfall(s) for the drainage preclude use of the easement for the purpose herein granted, then and in that event the condition, premises and consideration of this Grant shall have failed, and Grantor, its successors and assigns, may thereupon reenter upon the premises, terminate the estate herein granted to County, and possess the premises as heretofore, unencumbered by this Drainage Easement.

2. Any and all drainage work(s) and use shall be done at the sole expense of County and with as little inconvenience to Grantor as is consistent with reasonable progress, and in strict accordance with all applicable state, federal and local ordinances and the rules and regulations set forth by the United States Army Corps of Engineers concerning wetlands preservation.

3. Lands of Grantor or its affiliated or related companies, successors and assigns, as to which this easement is adjacent, or which they may be or become appurtenant, may drain, naturally into the Easement Premises. Grantor further reserves the right to make use of the Easement Premises for drainage purposes from all lands owned by Grantor or its affiliated or related companies adjacent to or appurtenant to or to becomes appurtenant to the Easement Premises, provided that Grantor can obtain the permits required to do so and that such use does not materially negatively impact County's use hereunder or cause any additional financial burden to County. Furthermore, Grantor may have access over, across and through this easement for access and utility purposes, provided that such activities by Grantor shall not permanently interfere with the use of the easement as a drainage easement.

4. Responsibility for maintenance of drainage ditches or other items constructed by County within the Easement Premises, including the fence and signs thereon, as well as the roads across the Easement Premises if built by County, shall lie with County and no responsibility for maintenance thereof shall be assumed by Grantor. The Easement Premises shall be maintained in good working order and in a sightly manner, with no overgrowth permitted. Grantor shall have responsibility for maintenance of anything it places across or in the Easement Premises pursuant to its reservation hereunder. Grantor grants County access across Grantor's property adjacent to the Easement Premises for the purposes of County's access to the Easement Premises for maintenance and repair of the Easement Premises by County.

5. County shall defend, indemnify and hold harmless Grantor against any and all damages that Grantor or other landowners may sustain by reason of the permitting, construction and maintenance upon the Easement Premises or as may be appurtenant to the Drainage Easement, and for all activities that take place on the Easement Premises or on the access areas to the Drainage Easement during their use by or on behalf of County. The duties hereunder of County shall not extend to any activities that take place pursuant to Grantor's reservation, except and only to the extent County's actions or inactions or those of its agents, representatives or contractors, cause damage.

6. Grantor makes no warranties or representations concerning the condition of the Easement Premises or the access areas appurtenant thereto, nor their suitability for County's intended use, nor the applicability of any state, federal, or local governmental land use restrictions: Grantor makes no warranty other than the warranty of sufficient corporate authority to grant this Drainage and Associated Access Easement. It shall be the sole responsibility of County to determine the applicability of all state, federal and local governmental laws, or regulations that may affect its intended use, and to secure and satisfy any such governmental permits and conditions as may be applicable.

7. This Grant of Drainage and Associated Access Easement is subject to all restrictions, exceptions, reservations, conditions and covenants of record, together with any easement(s) or right(s) of way as may be of record, in existence, or apparent from an inspection or survey of the Easement Premises, and is further subject to Grantor's reservation herein. This Grant of Drainage and Associated Access Easement is by and in the nature of a quitclaim, with Grantor warranting to County only the corporate authority of its execution, and granting to County only so much rights by and under this Grant of Drainage and Associated Access Easement as is consistent with Grantor's record title in and to the property through which this Drainage and Associated Access Easement may pass.

8. This Grant of Drainage and Associated Access Easement runs to the successors and assigns of both parties, as an appurtenance to the land.

IN WITNESS WHEREOF, Grantor has hereunto executed this easement, the day and year first above written.

RAYONIER FOREST RESOURCES, L.P.
By its managing general partner
Rayonier Timberlands Management, LLC

By: [Signature]
(Print) John Enlow
As its: Director Atlantic Region

Attest: [Signature]
(Print) TRACY L. ARTHUR
As its: ASST Sec.

 ELIZABETH M. LOWE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE136960
Expires 10/10/2015

NOTARY PUBLIC, State of Florida
Commission No. EE136960
My Commission Expires: 10-10-15

[Signature] (Sign)
Elizabeth M. Lowe (Print)

ACCEPTANCE

THE FOREGOING EASEMENT is accepted upon this date by GRANTEE:

DATED THIS 14th day of December 2011.

NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
A political subdivision of the State of Florida

By Walter J. Boatright
Name: Walter J. Boatright
As Its: Chairman

Date: December 9, 2011

Attest as to Chairman's Signature:

Approved as to form by the Nassau County
Attorney:

John A. Crawford
John A. Crawford
Its: Ex-Officio Clerk
By [Signature] 12/13/11

David A. Hallman
David A. Hallman

STATE OF FLORIDA
COUNTY OF NASSAU

Jerry Greeson designee for John A. Crawford

The foregoing instrument was acknowledged before me this 14th day of December, 2011, by Walter J. Boatright and John A. Crawford, as Chairman and Ex-Officio Clerk, of the Board of County Commissioners, respectively, who are personally known to me or who produced _____ as identification and who did take an oath.

Melanie D. Bowers (Sign)
Melanie D. Bowers (Print)

Notary Public, State of Florida
Commission No. EE 42021
Commission Expires: 2-1-2015



MELANIE D. BOWERS
Notary Public, State of Florida
My Comm. Expires Feb. 1, 2015
Commission No. EE 42021

LEGAL DESCRIPTION

A STRIP OF LAND 60 FEET IN WIDTH, BEING A PORTION OF LOTS 11, 12, 13, 14, AND 15, BLOCK 2, "SOUTH CALLAHAN SUBDIVISION" AND LOTS 9, 10, 11, 12, 13, 14 AND 15, BLOCK 1, "SOUTH CALLAHAN SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT A 4"x4" CONCRETE MONUMENT LOCATED AT THE SOUTHEAST CORNER OF LOT 21, "SWALLOWFORK ESTATES - PHASE ONE, BLOCK ONE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 305, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 00°19'16" WEST, ALONG THE EASTERLY LINE OF SAID LOT 21, A DISTANCE OF 270.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°19'16" WEST, ALONG THE EASTERLY LINE OF SAID LOT 21, A DISTANCE OF 60.02 FEET; THENCE SOUTH 89°58'44" EAST, ALONG THE SOUTHERLY LINE OF SAID "SWALLOWFORK ESTATES - PHASE ONE, BLOCK ONE" AND ALONG THE SOUTHERLY LINE OF "SWALLOWFORK ESTATES - PHASE TWO", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 345, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 658.71 FEET TO A 4"x4" CONCRETE MONUMENT (RAYONIER); THENCE NORTH 89°19'43" EAST, ALONG THE SOUTHERLY LINE OF SAID "SWALLOWFORK ESTATES - PHASE TWO" AND ALONG THE SOUTHERLY LINE OF "SWALLOWFORK ESTATES - PHASE THREE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 346, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 1353.83 FEET TO A 4"x4" CONCRETE MONUMENT (RAYONIER) LOCATED AT THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 730, PAGE 719, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 00°36'47" EAST, ALONG THE WESTERLY PERIMETER OF LAST SAID LANDS, A DISTANCE OF 553.08 FEET TO A 4"x4" CONCRETE MONUMENT (RAYONIER); THENCE SOUTH 77°01'10" EAST ALONG THE SOUTHERLY LINE OF LAST SAID LANDS AND ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1287, PAGE 1287, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 452.93 FEET TO A 4"x4" CONCRETE MONUMENT (RAYONIER); THENCE NORTH 89°08'48" EAST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS AND ALONG THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1225, PAGE 1671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 541.63 FEET TO A 4"x4" CONCRETE MONUMENT (RAYONIER) LOCATED AT THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1225, PAGE 1671; THENCE NORTH 00°37'38" WEST, ALONG THE EASTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 630.07 FEET; THENCE ALONG THE SOUTHERLY AND EASTERLY PERIMETER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 715, PAGE 1441, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THE FOLLOWING TWO COURSES: (1) NORTH 89°13'23" EAST A DISTANCE OF 331.45 FEET; (2) NORTH 00°18'32" WEST A DISTANCE OF 30.00 FEET TO INTERSECT THE SOUTHERLY LINE OF "JONESVILLE", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 57, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 89°14'30" EAST, ALONG THE SOUTH LINE OF SAID PLAT OF "JONESVILLE", A DISTANCE OF 1248.17 FEET TO THE SOUTHEAST CORNER OF TRACT 5, AS SHOWN ON SAID PLAT OF "JONESVILLE; THENCE SOUTH 03°31'07" WEST, ALONG THE SOUTHERLY PROJECTION OF THE EASTERLY LINE OF SAID TRACT 5, A DISTANCE OF 60.17 FEET; THENCE SOUTH 89°14'30" WEST A DISTANCE OF 1183.72 FEET; THENCE SOUTH 00°18'32" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°13'23" WEST A DISTANCE OF 331.61 FEET; THENCE SOUTH 00°37'38" EAST A DISTANCE OF 629.99 FEET; THENCE SOUTH 89°08'48" WEST A DISTANCE OF 608.67 FEET; THENCE NORTH 77°01'10" WEST A DISTANCE OF 507.43 FEET; THENCE NORTH 00°36'47" WEST A DISTANCE OF 540.24 FEET; THENCE SOUTH 89°19'43" WEST A DISTANCE OF 1294.13 FEET; THENCE NORTH 89°58'44" WEST A DISTANCE OF 658.71 FEET TO THE POINT OF BEGINNING.

BY:

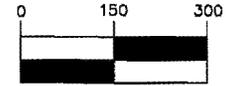


MICHAEL A. MANZIE, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4069
JOB NO. 17344 (SHEET 1 OF 3)

MANZIE & DRAKE LAND SURVEYING

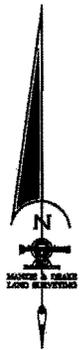
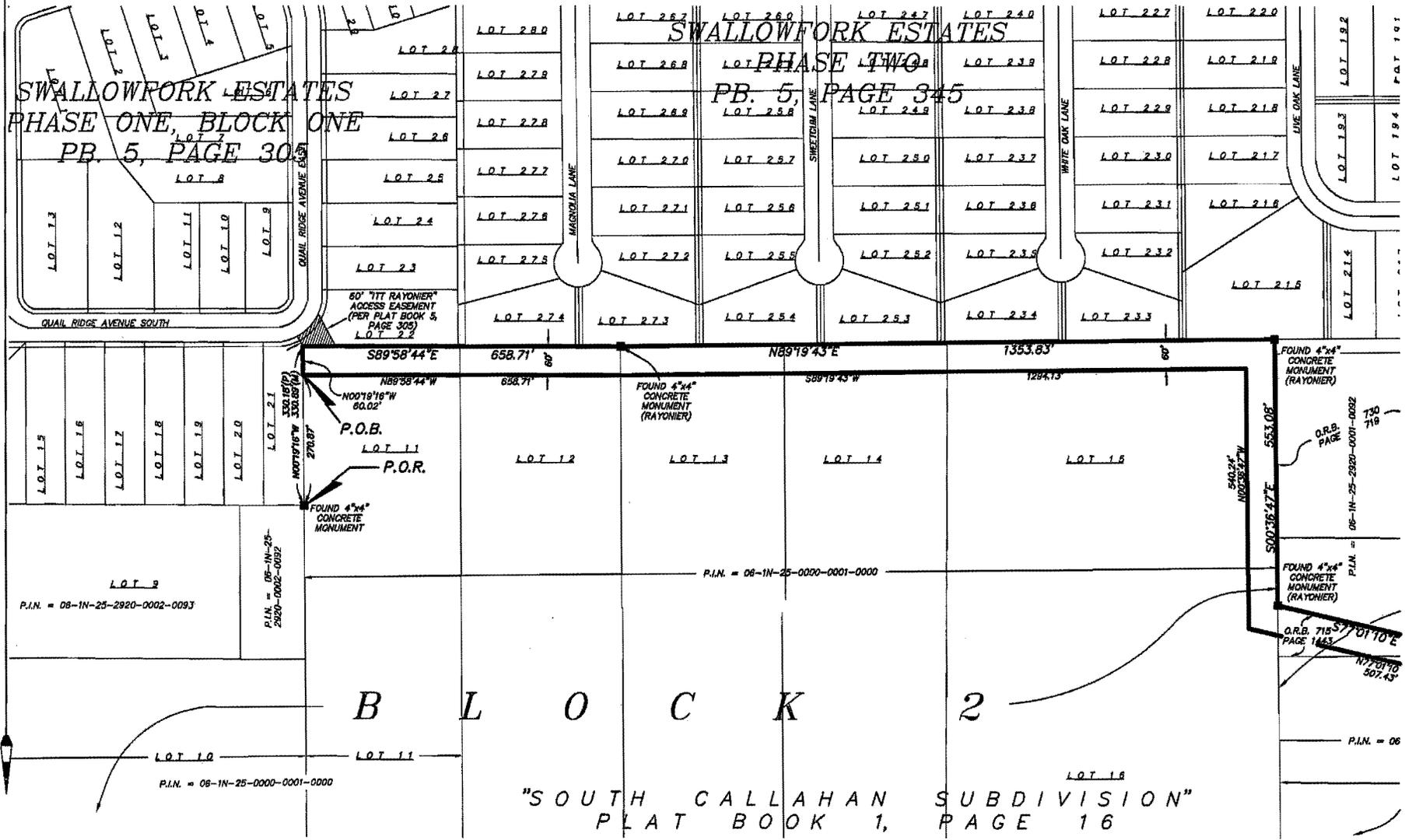
SKETCH OF LEGAL DESCRIPTION

GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.

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



JOB NO. 17344 (SHEET 2 OF 3)

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904)491-5700 * FAX (904)491-5777
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MANZIE & DRAKE LAND SURVEYING

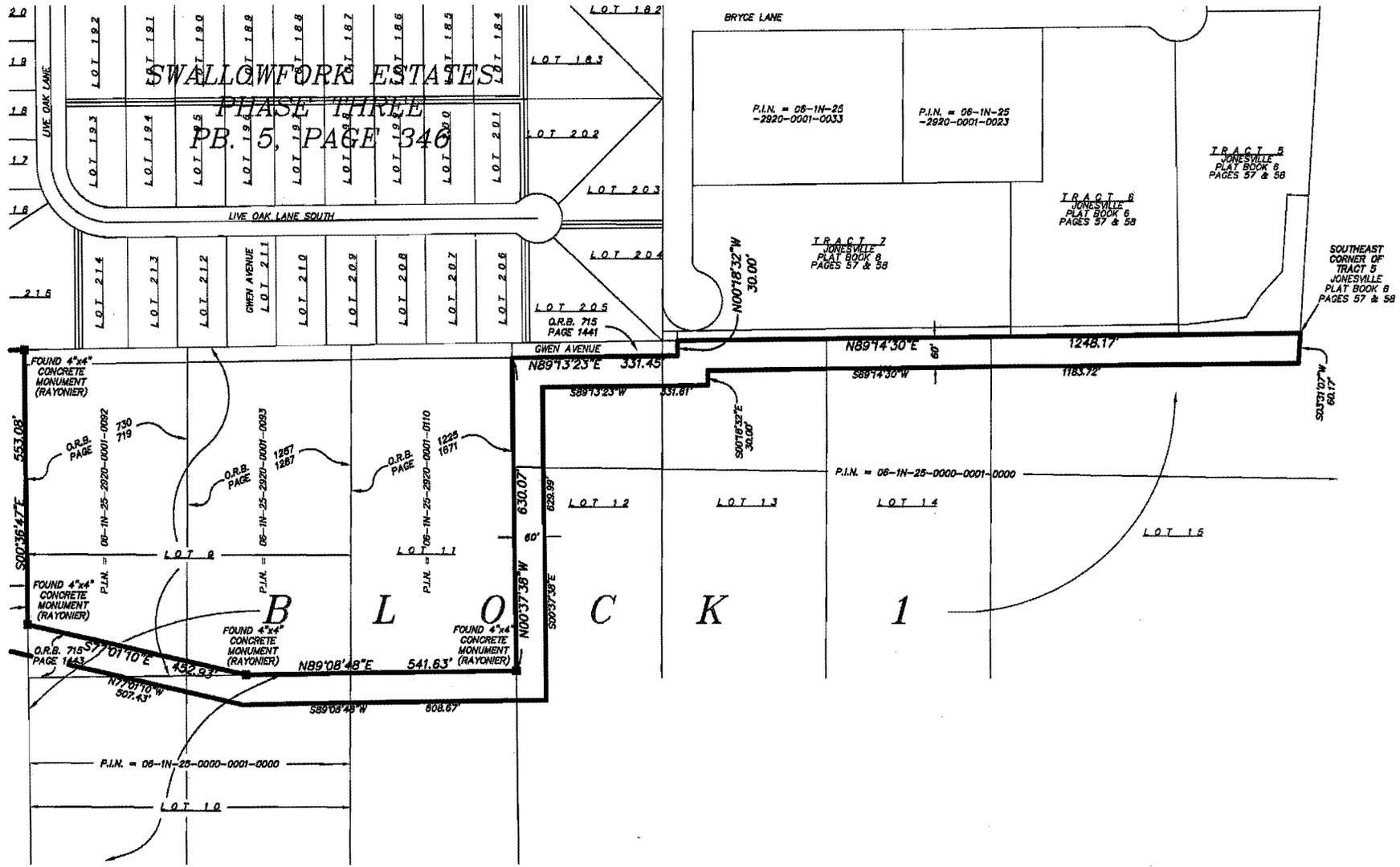
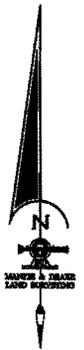
SKETCH OF LEGAL DESCRIPTION

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

GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.



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