

This instrument prepared by:  
Mollie M. Garrett, Esq.  
463688 State Rd 200 STE 1-315  
Yulee, FL 32097

**GRANT OF EASEMENT AND  
PERPETUAL MAINTENANCE AGREEMENT**

THIS EASEMENT AGREEMENT dated this 15th day of May, 2013, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, (hereinafter "County"), and **FIRST FEDERAL SAVINGS BANK OF FLORIDA, a Federal Savings Bank; SEMANIK INVESTMENT CORPORATION, a Florida Corporation; and FLORA PARKE DEVELOPMENT, INC., a Florida Corporation**, (hereinafter collectively "Property Owners"),

RECITALS:

A. The Property Owners have conveyed certain lands to the County by a Deed of Dedication dated even date herewith, for public use for as a connector road, as generally depicted in Exhibit "A" attached hereto (hereinafter the "Connector Road"); and

B. Additionally, the County desires to acquire a five foot wide maintenance easement, running adjacent to the northerly right-of-way margin, said easement area more particularly described in Exhibit "A" attached hereto (hereinafter the "Easement Area").

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

1. The Property Owners hereby convey and grant to the County, its agents, successors and assigns an exclusive and perpetual easement over and across the Easement Area for the maintenance, repair and construction of the connector road and associated facilities, including drainage and traffic control.

2. County shall have the right to enter upon the Easement Property with its equipment and personnel for the purposes set forth herein. The County's access to the property shall not be limited whatsoever.

3. In the event the County's maintenance, repair or use of the property modifies, damages or disturbs the Subject Property, the County will repair damage or disturbance.

4. The County expressly agrees that the Easement Area shall be included in all set-back and acreage calculations.

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

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

7. This Easement Agreement is to be construed as though made in and to be performed in the State of Florida and 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.

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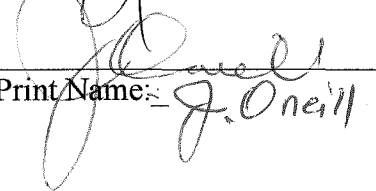
8. Parties have read this Easement Agreement and understand the provisions set forth herein, and have the authority to execute this Easement Agreement.

9. Should either party seek to enforce this Easement Agreement, the prevailing party shall be entitled to attorney's fees and costs, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collection.

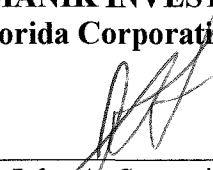
10. Time is of the essence.

**IN WITNESS WHEREOF** the undersigned set their hand and seal the date first above written.

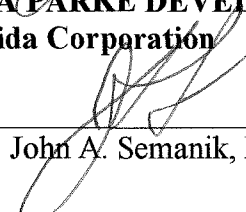
Signed, sealed and delivered in the presence of:

  
Print Name: Jennie M. Leard  
  
Print Name: J. O'Neill

**SEMANIK INVESTMENT CORPORATION,**  
a Florida Corporation

By:   
John A. Semanik, President

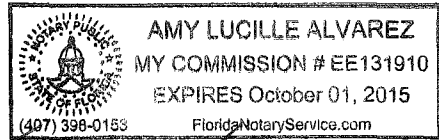
**FLORA PARKE DEVELOPMENT, INC**  
A Florida Corporation

By:   
John A. Semanik, President

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this 9 day of May, 2013, by John A. Semanik, as President, of **SEMANIK INVESTMENT CORPORATION, a Florida Corporation**, and on behalf of that corporation, said individuals are personally known to me or has produced \_\_\_\_\_ as identification, and by John A. Semanik, as President of **FLORA PARKE DEVELOPMENT, INC., a Florida Corporation**, and on behalf of that corporation, said individual is personally known to me or has produced \_\_\_\_\_ corporation, all who executed the same for and on behalf of the corporation.





*Amy Lucille Alvarez*  
Notary Public  
State of Florida  
My Commission Expires: 10-1-2015

Signed, sealed and delivered in the presence of: **First Federal Savings Bank of Florida,  
a Federal Savings Bank**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, as \_\_\_\_\_ of **First Federal Savings Bank of Florida, a Federal Savings Bank**, and on behalf of the bank, said individuals are personally known to me or has produced \_\_\_\_\_ as identification and who executed the same for and on behalf of the bank.

\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

**First Federal Savings Bank of Florida,  
a Federal Savings Bank**

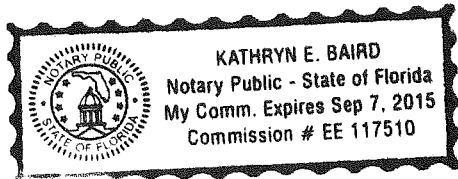
Dawn Copeland  
Print Name: Dawn Copeland

By: [Signature]  
Name: Keith C. Leibfried  
Its: President & CEO

[Signature]  
Print Name: Kathryn E Baird


STATE OF FLORIDA  
COUNTY OF NASSAU Columbia

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of May, 2013, by Keith C. Leibfried, as President & CEO of **First Federal Savings Bank of Florida, a Federal Savings Bank**, and on behalf of the bank, said individuals are personally known to me or has produced \_\_\_\_\_ as identification and who executed the same for and on behalf of the bank.

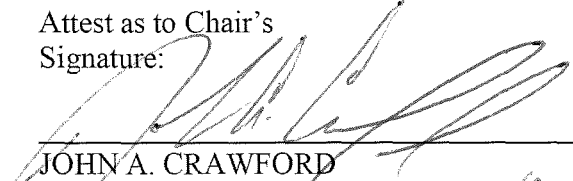


[Signature]  
Notary Public  
State of Florida  
My Commission Expires: 9-7-2015

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

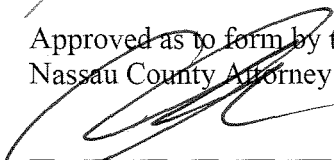
  
\_\_\_\_\_  
DANIEL B. LEEPER  
Its: Chairman

Attest as to Chair's  
Signature:

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

MES  
05-15-13

Approved as to form by the  
Nassau County Attorney

  
\_\_\_\_\_  
DAVID A. HALLMAN

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of May, 2013, by DANIEL B. LEEPER, as Chairman of the Board of County Commissioners for Nassau County, Florida and who is personally known to me and who executed the same for and on behalf of the Board of County Commissioners, Nassau County, Florida.



PEGGY B. SNYDER  
Notary Public, State of Florida  
My Comm. Expires Nov. 8, 2015  
Commission No. EE 126532


  
\_\_\_\_\_  
Notary Public PEGGY B. SNYDER  
State of Florida  
My Commission Expires: 11/8/15

Exhibit "A"  
5' Maintenance Easement Area

A tract of land lying within Section 25, Township 2 North, Range 28 East, Nassau County, Florida and being more particularly described as follows: Commence at the Northwesterly corner of Lot 1, Flora Parke, as recorded in Plat book 6, Pages 137, 138, and 139 of the Public Records of Nassau County, Florida; Thence S17°12'58"W, a distance of 31.87 feet to the Point of Beginning; Said point also being the point of intersection with a non-tangent curve concave to the south; thence easterly along the arc of said curve, having a radius of 169.00 feet, a radial bearing of N12°08'20"W, a central angle of 20°16'15", an arc length of 59.79 feet and a chord bearing N87°59'48"E, a distance of 59.48 feet; thence S81°52'04"E, a distance of 18.63 feet; thence S76°07'36"E, a distance of 40.96 feet to the point of curvature of a curve concave to the southwest; thence southeasterly along the arc of said curve, having a radius of 172.20 feet, a central angle of 44°31'03", an arc length of 133.80 feet and a chord bearing S53°52'04"E, a distance of 130.46 feet to the Northerly right-of-way of Flora Parke Boulevard (an 80 foot public right-of-way as currently established in Plat Book 6, Pages 137, 138, and 139 of the Public Records of Nassau County, Florida, said point also being the point of tangency to the point of intersection with a non-tangent curve concave to the southeast; thence along said Northerly right-of-way westerly along the arc of said curve, having a radius of 290.00 feet, a radial bearing of N26°20'02"W, a central angle of 00°59'35", an arc length of 5.03 feet and a chord bearing S64°09'46"W, a distance of 5.03 feet to the point of intersection with a non-tangent curve concave to the southwest; thence departing the Northerly right-of-way of said Flora Parke Boulevard northwesterly along the arc of said curve, having a radius of 167.20 feet, a radial bearing of N57°47'15"E, a central angle of 44°20'40", an arc length of 129.41 feet and a chord bearing N53°57'16"W, a distance of 126.20 feet; thence N76°07'36"W, a distance of 40.71 feet; thence N81°52'04"W, a distance of 18.38 feet; thence N82°45'36"W, a distance of 5.11 feet to the point of intersection with a curve concave to the south; thence westerly along the arc of said curve, having a radius of 164.00 feet, a central angle of 23°54'12", an arc length of 68.42 feet and a chord bearing S84°23'47"W, a distance of 67.92 feet; thence S72°26'41"W, a distance of 16.63 feet to the point of curvature of a curve concave to the north; thence westerly along the arc of said curve, having a radius of 100.00 feet, a central angle of 35°18'25", an arc length of 61.62 feet and a chord bearing N89°54'06"W, a distance of 60.65 feet to the point of tangency; thence N72°14'54"W, a distance of 87.46 feet to the point of curvature of a curve concave to the northeast; thence northwesterly along the arc of said curve, having a radius of 85.00 feet, a central angle of 89°56'23", an arc length of 133.43 feet and a chord bearing N27°16'43"W, a distance of 120.14 feet to the point of tangency; thence N17°41'29"E, a distance of 40.68 feet; thence N21°54'14"E, a distance of 88.73 feet; thence N17°23'56"E, a distance of 56.17 feet; thence S72°46'59"E, a distance of 5.00 feet; thence S17°23'56"W, a distance of 56.38 feet; thence S21°54'14"W, a distance of 88.74 feet; thence S17°41'29"W, a distance of 40.50 feet to the point of curvature of a curve concave to the northeast; thence southeasterly along the arc of said curve, having a radius of 80.00 feet, a central angle of 89°56'23", an arc length of 125.58 feet and a chord bearing S27°16'43"E, a distance of 113.08 feet to the point of tangency; thence S72°14'54"E, a distance of 87.46 feet to the point of curvature of a curve concave to the north; thence easterly along the arc of said curve, having a radius of 95.00 feet, a central angle of 35°18'25", an arc length of 58.54 feet and a chord bearing S89°54'06"E, a distance of 57.62 feet to the point of tangency; thence N72°26'41"E, a distance of 16.63 feet to the point of curvature of a curve concave to the south; thence easterly along the arc of said curve, having a radius of 169.00 feet, a central angle of 05°24'59", an arc length of 15.98 feet and a chord bearing N75°09'11"E, a distance of 15.97 feet to the point of tangency to the Point of Beginning, and containing 3724.30 square feet or 0.085 acres, more or less.