

36-SUB.03-Date: July 30, 2014

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

Cm2150
PARCEL NO. 846.3
SECTION NO. 74060
F.P. NO. 2107124
STATE ROAD NO. 200 (A1A)
COUNTY OF Nassau

SUBORDINATION AGREEMENT

THIS AGREEMENT made this 8th day of September, 2014, by and between NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, 96135 Nassau Place, Suite 1, Yulee, Florida 32097, hereinafter called the "party of the first part", and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, hereinafter called the "Department".

WITNESSETH:

WHEREAS, the party of the first part is the owner and holder of that certain Drainage Agreement dated the 12th day of January, 2006, and recorded on February 22, 2006 in Official Records Book 1390, Page 1700 and that certain Drainage Easement dated the 12th day of January, 2006, and recorded on February 22, 2006 in Official Records Book 1393, Page 655, both of the Public Records of Nassau County, Florida, and;

WHEREAS, a portion of the land encumbered by said Drainage Agreement and Drainage Easement is required by the Department for public transportation purposes;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, paid, the receipt and sufficiency of which is hereby acknowledged, the party of the first part hereby agrees, covenants, and consents with the Department that the aforesaid Drainage Agreement and Drainage Easement is and shall continue to be subject and subordinate to the property rights of the Department insofar as said Drainage Agreement and Drainage Easement affects the following described property, viz:

SEE Exhibit "A", attached hereto and by reference made a part hereof.

This subordination agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: [Signature]
John A. Crawford
Ex-Officio Clerk

MES
09-09-14

Nassau County, Florida
by Its Board of County Commissioners
By: [Signature]
Barry V. Holloway
its Chairperson

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 8th day of September, 2014, by Barry V. Holloway Chairperson, who is personally known to me.



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

[Signature]
Print Name: PEGGY B. SNYDER
Notary Public
My Commission Expires: 11-8-15

Exhibit "A"Section No. 74060State Road No. 200 (A1A)Nassau County

F.P. No. 2107124

Parcel No. 846

Perpetual Easement

A perpetual easement for the purpose of constructing and maintaining a stormwater drainage system, in, over, under, upon and through the following described land in Nassau County, Florida, to wit:

A Part Of Tract 7, Shoppes At Amelia Concourse, As Recorded In Plat Book 7, Page 128 Through 132 Of The Public Records Of Nassau County, Florida, In Section 1, Township 2 North, Range 27 East, Nassau County, Florida, Being More Particularly Described As Follows:

Commence At The Southeast Corner Of Section 1, Township 2 North, Range 27 East, Nassau County, Florida; Thence North $01^{\circ}44'18''$ West, Along The Easterly Line Of Said Section 1, A Distance Of 2,775.75 Feet To The Centerline Of Survey Of State Road No. 200 (A1A, Per Florida Department Of Transportation Right Of Way Map Section No. 74060, F.P. No. 2107124); Thence North $72^{\circ}46'51''$ West, Departing Said Easterly Line Of Section 1, Along Said Centerline Of Survey Of State Road No. 200 (A1A), A Distance Of 477.71 Feet; Thence North $07^{\circ}52'06''$ East, Departing Said Centerline Of Survey Of State Road No. 200 (A1A), A Distance Of 93.24 Feet To A Point On The Northerly Existing Right Of Way Line Of Said State Road No. 200 (A1A, A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map Section No. 74060, F.P. No. 2107124), Said Point Being The Southeasterly Corner Of Tract 8, Shoppes At Amelia Concourse, As Recorded In Plat Book 7, Pages 128 Through 132, Of The Public Records Of Said County; Thence Continue North $07^{\circ}52'06''$ East, Departing Said Northerly Existing Right Of Way Line Of State Road No. 200 (A1A), Along The Easterly Line Of Said Tract 8, A Distance Of 390.51 Feet To A Jog In The South Line Of Tract 7, Said Shoppes At Amelia Concourse; Thence Continue North $07^{\circ}52'06''$ East, Along Said Jog, A Distance Of 2.03 Feet; Thence South $72^{\circ}48'29''$ East, Along Said Southerly Line Of Tract 7, A Distance Of 159.40 Feet To A Point On The Westerly Existing Right Of Way Line Of State Road No. 200a (Chester Road, A Variable Width Right Of Way As Now Established), Said Point Being On The Easterly Line Of Said Tract 7, Shoppes At Amelia Concourse; Thence North $07^{\circ}52'06''$ East, Departing Said Southerly Line Of Tract 7, Along Said Easterly Line Of Tract 7, And Along Said Westerly Existing Right Of Way Line Of State Road No. 200a (Chester Road), A Distance Of 9.24 Feet To The **Point Of Beginning**; Thence North $72^{\circ}56'43''$ West, Departing Said Easterly Line Of Tract 7, And Said Westerly Existing Right Of Way Line Of State Road No. 200a (Chester Road), A Distance Of 5.07 Feet; Thence North $07^{\circ}52'06''$ East, A Distance Of 10.13 Feet; Thence South $72^{\circ}56'43''$ East, A Distance Of 5.07 Feet To A Point On Said Westerly Existing Right Of Way Line Of State Road No. 200a (Chester Road) And Said Easterly Line Of Tract 7, Shoppes At Amelia Concourse; Thence South $07^{\circ}52'06''$ West, Along Said Westerly Existing Right Of Way Line Of State Road No. 200a (Chester Road), And Along Said Easterly Line Of Tract 7, A Distance Of 10.13 Feet To The **Point Of Beginning**.

Containing 51 Square Feet, More Or Less.