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Pages 6
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John A Crawford, Nassau County Clerk of Circuit Court
Deed Doc. \$0.70 Rec. Fee \$52.50
#4

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

**GRANT OF EASEMENT AND
PERPETUAL DRAINAGE AGREEMENT**

THIS PERPETUAL DRAINAGE EASEMENT AGREEMENT dated this 15th day of September 2010, by and between YULEE BAPTIST CHURCH INC 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 owner 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 County and shall be constructed in accordance with all applicable governmental regulations.

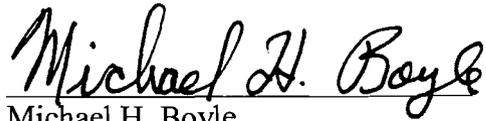
3. Owner shall be responsible for the maintenance and operation of the Drainage Parcel. If the County determines that the Drainage Parcel is not being maintained in compliance with all governmental regulations or in compliance with the terms of this Easement, and such non-compliance continues for a period 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



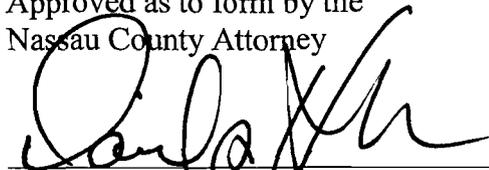
Michael H. Boyle
Its: Chairman

Attest as to Chair's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



DAVID A. HALLMAN

Witnesses:

Yulee Baptist Church, Inc.

Emily B. Murphy
Print Name: Emily B. Murphy

Becky Liddell
Print Name: Becky Liddell

James M. Tucker
Signature

By: JAMES M. TUCKER

Its: CHURCHMAN TRUSTEE

STATE OF Florida
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 15th day of September ~~2010~~ 2009, by James Tucker, who is personally known to me or who have produced _____ as identification and who did take an oath.

Joyce T. Bradley
Joyce T. Bradley

NOTARY PUBLIC

State of _____ at Large

My Commission Expires: _____



JOYCE T. BRADLEY
Notary Public, State of Florida
My Comm. Expires Dec. 23, 2013
Commission No. DD 948642

EXHIBIT "A"

All of lots numbered 1 through 10, block Ten (10) , C. A. SNOWBALLS SUBDIVISION, being Section Four (4) , Township Two (2) North, Range Twenty-seven (27) East, Plat Book 1, Page 15 public records of Nassau County, Florida.

All of lots numbered 1 through 10 block Eleven (11) in the town of Yulee, County of Nassau , State of Florida, as shown on a plat of the C. A. Snowball Subdivision, of lot one (1) in section four (4), Township Two (2) North, range twenty-seven (27) East, as prepared by Geo. A. Long, Surveyor, and of file in office of the Clerk of the Circuit Court in And for Nassau County, Florida.

All of lots numbered 1 through 6 block Block Twenty-one (21), C. A. Snowball Subdivision, of lot one (1) in section four (4) Township Two (2) North range twenty-seven, recorded plat book 1 at page 15 of the Public records of Nassau County, Florida.

All of lots numbered 7 through 10, Block Twenty-two (22), SNOWBALL SUBDIVISION, Yulee , Florida, as shown on the public records of Nassau County, Florida. Plat book 1, page 15.

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION

PREPARED FOR YULEE BAPTIST CHURCH
15 FOOT UTILITY EASEMENT
SEPTEMBER 20, 2010

ALL THAT PORTION OF THAT CERTAIN PLATTED 60 FOOT RIGHT-OF-WAY (POSTED SPENCER LANE) LYING BETWEEN BLOCK 10 AND BLOCK 11, C.A. SNOWBALL'S SUBDIVISION OF YULEE, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 15, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDED ON THE SOUTH: BY THE NORTHERLY RIGHT-OF-WAY LINE OF CARDINAL AVENUE (A 60 FOOT RIGHT-OF-WAY) AS SHOWN ON SAID PLAT OF C.A. SNOWBALL'S SUBDIVISION OF YULEE, NASSAU COUNTY, FLORIDA.

BOUNDED ON THE EAST: BY THE WEST LINE OF BLOCK 10, AS SHOWN ON SAID PLAT OF C.A. SNOWBALL'S SUBDIVISION OF YULEE, NASSAU COUNTY, FLORIDA.

BOUNDED ON THE NORTH: BY THE SOUTHERLY RIGHT-OF-WAY LINE OF AN UN-NAMED 60 FOOT RIGHT-OF-WAY LYING NORTH OF AND ADJACENT TO BLOCK 10 AND BLOCK 11, AS SHOWN ON SAID PLAT OF C.A. SNOWBALL'S SUBDIVISION OF YULEE, NASSAU COUNTY, FLORIDA.

BOUNDED ON THE WEST: BY A LINE 15 FEET WESTERLY OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF BLOCK 10, AS SHOWN ON SAID PLAT OF C.A. SNOWBALL'S SUBDIVISION OF YULEE, NASSAU COUNTY, FLORIDA.


MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 13946 9/20/10

COUNTY ATTORNEY
2010 SEP 22 PM 2:57