

Return original or certified recorded
document to:

Town of Hilliard, Florida
15859 West County Road 108
Hilliard, FL 32046

EASEMENT

THIS EASEMENT is given this 16th day of June, 2016, by Nassau County, Florida ("Grantor"), to the Town of Hilliard, a Florida municipal corporation ("Grantee"). As used herein, the term "Grantor" shall include any and all successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated within the municipal limits of the Town of Hilliard, Florida, in Nassau County, Florida, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a non-exclusive easement over, on, upon, and across the Property, which is situated within the Hilliard Airpark, for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes an easement for and in favor of Grantee upon the Property described on Exhibit "A."

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. Purpose. It is the purpose of this Easement to grant a non-exclusive easement over, on, upon, and across the Property for the use and operation of a runway strip for aircraft and for related Airpark uses.
3. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.

4. Grantor's Liability. Grantor shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of this Easement except for or as related to the maintenance, repair, replacement, or construction of the drainage culvert that runs under the Property.

When performing maintenance, repair, replacement, or construction activities related to the drainage culvert under the Property, the County will provide a minimum of 30 days advanced notice to the Town before any work on or affecting the Property, other Airpark property, or Airpark operations is performed.

Maintenance, repair, replacement, or construction work affecting the Property will comply with FAA design and construction standards contained in FAA Advisory Circular 150/5300-10G (current version) entitled "Standards for Specifying Construction of Airports," and in accordance with the construction safety standards contained in FAA Advisory Circular 150/5370-2F (current version) entitled "Operational Safety on Airports During Construction."

If maintenance, repair or replacement activities will require any long term (longer than 7 days) demolition, construction, or reconstruction of the drainage culvert that impacts the runway safety area, the Runway 36 end shall be displaced using a Temporary Displaced Threshold as part of the County project so that the runway will remain usable at a reduced length. The duration of long term impacts to the runway shall be less than 30 calendar days.

5. Duration. This Easement shall remain in full force and effect, and for as long as the Property is utilized for the operation of a runway strip and for uses related to the operation of an airpark facility.

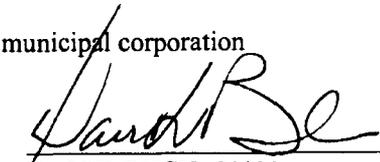
6. Modification. This Easement may be amended, altered, or released by the parties, or their respective assigns or successors-in-interest, and any writings evidencing such modification shall be filed in the public records in Nassau County, Florida.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and have caused this Easement to be executed as of the day and year first above written.

GRANTOR:

Town of Hilliard, a Florida municipal corporation

Signed:

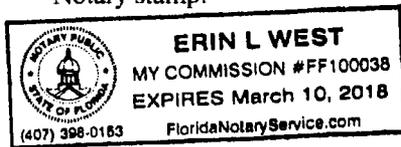


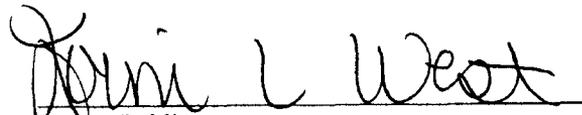
DAVID BUCHANAN
MAYOR

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 16th day of June, 2016, by DAVID BUCHANAN as Mayor of the Town of Hilliard, who is personally known to be me and who did not take an oath.

Notary stamp:





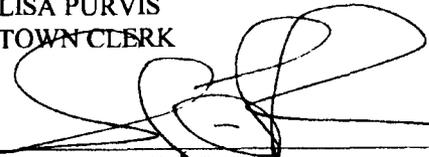
Notary Public
State of Florida

Attest:



LISA PURVIS
TOWN CLERK

Approved as to form:



SHERRI L. RENNER
TOWN ATTORNEY

GRANTEE:

Nassau County, Florida, Board of County Commissioners

Signed:

Walter J. Boatright
WALTER J. BOATRIGHT
CHAIRMAN

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 15th day of June, 2016, by WALTER J. BOATRIGHT as Chairman of the Board of County Commissioners of Nassau County, Florida, who is personally known to be me and who did not take an oath.

Notary stamp:

PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires November 12, 2019
Commission No. FF 935754

Peggy B. Snyder
Notary Public
State of Florida

Attest:

John A. Crawford
JOHN A. CRAWFORD
COUNTY CLERK AND COMPTROLLER

MES
06-15-16

Approved as to form:

Michael S. Mullin
MICHAEL S. MULLIN
COUNTY ATTORNEY

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION

PREPARED FOR THE "TOWN OF HILLIARD"
40 FOOT DRAINAGE EASEMENT
TOWN OF HILLIARD TO NASSAU COUNTY

A PORTION OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 9, TOWNSHIP 3 NORTH, RANGE 24 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

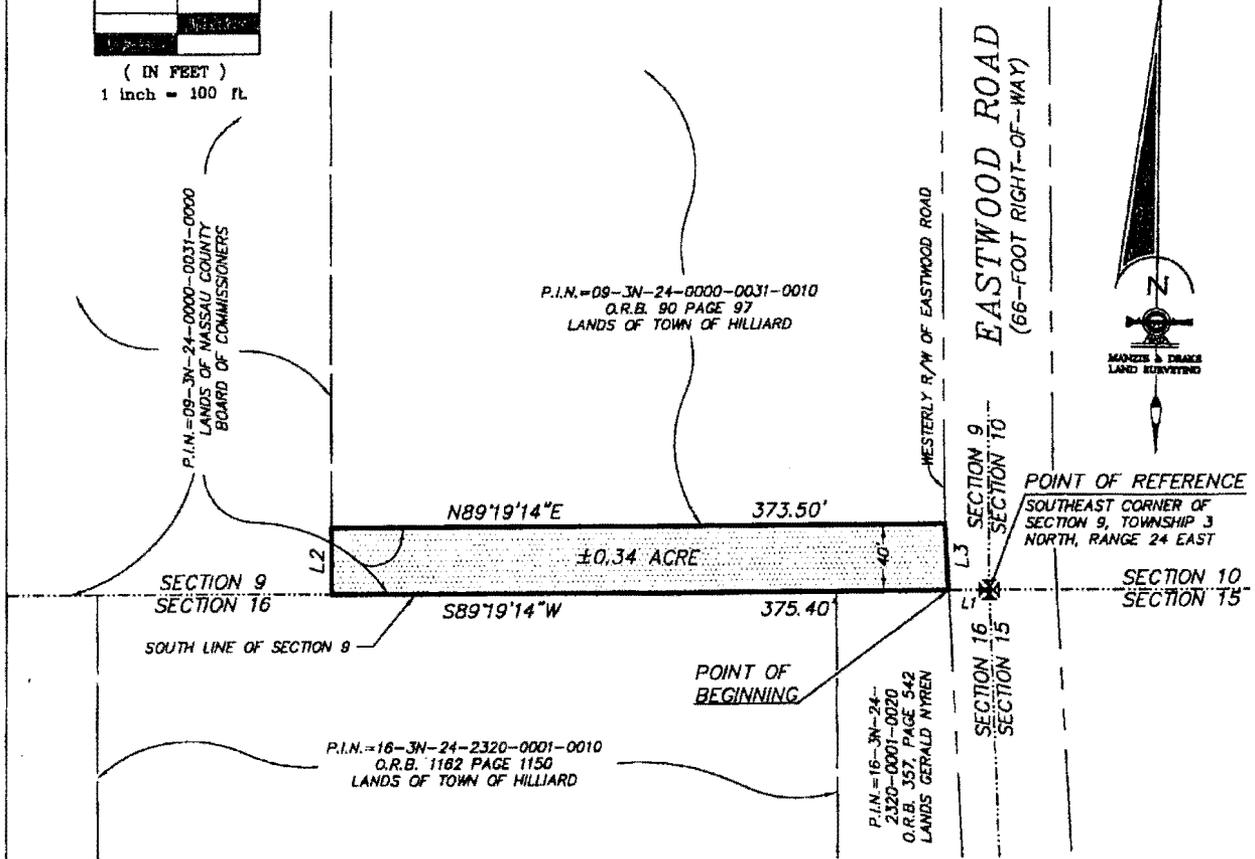
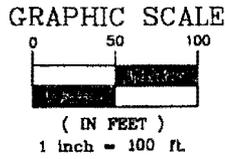
FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 24.76 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EASTWOOD ROAD (A 66 FOOT RIGHT-OF-WAY AS NOW LAID OUT AND IN USE) AND THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°19'14" WEST, ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 375.40 FEET; THENCE NORTH 00°47'18" WEST, ALONG THE WEST LINE OF THE EASTERLY 400 FEET OF THE EAST ONE-HALF (E1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 9, A DISTANCE OF 40.00 FEET; THENCE NORTH 89°19'14" EAST, ALONG A LINE 40 FEET NORTH OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 373.50 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF SAID EASTWOOD ROAD; THENCE SOUTH 03°30'50" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID EASTWOOD ROAD, A DISTANCE OF 40.05 FEET TO THE POINT OF BEGINNING.


MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION 4069
JOB NO. 19414

MANZIE & DRAKE LAND SURVEYING

SKETCH OF LEGAL DESCRIPTION

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°19'14"W	24.76'
L2	N0°47'18"W	40.00'
L3	S3°30'50"E	40.05'

LEGEND
O.R.B. = OFFICIAL RECORDS BOOK
P.I.N. = PARCEL IDENTIFICATION NUMBER

BY: Michael A. Manzie
MICHAEL A. MANZIE, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4069
JOB NO. 19414-2

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