

CS-22-180

**PREPARED BY AND
RETURN TO:**
Jason C. Hill, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32080

Inst: 202345010575 Date: 04/14/2023 Time: 12:10PM
Page 1 of 18 B: 2631 P: 819, Doc Type: EAS
John A. Crawford, Clerk of Court, Nassau County,
By: SF, Deputy Clerk

Parcel Identification No.: 19-2N-25-0000-0006-0000

GRANT OF TEMPORARY PUBLIC ACCESS EASEMENT

THIS GRANT OF TEMPORARY PUBLIC ACCESS EASEMENT (“**Easement**”) is entered into this 10th day of April, 2023 by **CALLAHAN ACRES DEVELOPMENT, LLC**, a Florida limited liability company, whose address is 2771 Monument Road, Suite 29 #305, Jacksonville, FL 32225-3514 (“**Owner**”), in favor of the **NASSAU COUNTY**, a political subdivision of the State of Florida (the “**County**”), whose post office address is 96161 Nassau Place, Yulee, Florida 32097. Owner and County may sometimes referred to herein individually as a “**Party**”, and collectively, as the “**Parties**”).

WITNESSETH:

WHEREAS, Owner is the fee simple owner of certain real property that is legally described and generally depicted on **Exhibit “A”** attached hereto (the “**Property**”), which Owner is currently pursuing approval of the the proposed plat attached hereto as **Exhibit “B”** (the “**Plat**”) by the Town of Callahan to allow for the residential development of the Property;

WHEREAS, upon approval of the Plat, Owner intends to design, permit, construct and install, at its sole cost and expense and in compliance with all applicable federal, state and local laws, rules, regulations, ordinances, permits, zoning and other governmental requirements and approvals (“**Applicable Laws**”), roadways and related improvements within the Property (collectively, the “**Improvements**”), as more particularly set forth in the Plat;

WHEREAS, a portion of the public right-of way identified as Hill Road and maintained by the County (“**Hill Road**”) is located on the Property, such that upon approval of the Plat and Owner’s commencement of construction of the Improvements those portions of Hill Road as currently located on the Property will become unpassable.

WHEREAS, until such time as the Improvements are constructed and dedicated to the public, Owner has agreed to construct a road (the “**Easement Road**”) within the specific area of Property more particularly shown and described in **Composite Exhibit “C”**, attached hereto and incorporated herein by this reference (collectively, the “**Easement Parcels**”), and grant the County and the general public a temporary access easement on the terms and provisions set forth in this Easement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Agreement.

2. Grant of Easement. Owner hereby grants, dedicates and conveys to the County, for the use and benefit of the County, its successors and assigns, and the general public, a perpetual, non-exclusive, unobstructed easement on, over, through and across, the Easement Parcels to provide access from U.S. Highway No. 1 and the portion of Hill Road located south of the Property, to access the real properties located north of the Property previously accessed via that portion of Hill Road located upon the Property that will be eliminated.

3. Reservation of Rights. The easement rights granted in this Easement are non-exclusive in nature. To the extent that it does not unreasonably interfere with the purposes of this Easement, Owner, for itself and its successors and assigns, hereby reserves the right to: (a) use the Easement Parcels for any lawful purpose, (b) grant additional easements and licenses to others over, across, and under the Easement Parcels, and (c) construct and install the Improvements. Nothing in this Easement shall be construed as a waiver of any of the terms and conditions set forth in the Agreement.

4. Maintenance. Owner will have the continuing obligation to maintain, repair and replace as necessary all portions of the Easement Parcels, and the Easement Road when constructed, at Owner's sole expense to keep the same in good order, condition and repair and in compliance with all Applicable Laws. If Owner shall default in the performance of its maintenance obligations hereunder, and shall not commence to cure such default within thirty (30) days after notice in writing delivered by the County specifying the default and continuously proceed with reasonable due diligence to cure such default, then the County may at any time thereafter cure such default. In such event, the County shall provide an invoice to Owner for such costs, together with reasonable evidence thereof, and Owner shall pay the invoice amount to the County within thirty (30) days after receipt of such invoice. If the Owner fails to timely pay such invoice amount, interest will accrue on the unpaid amount at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the highest lawful rate from the invoice date until the date paid. The County shall be entitled to pre-judgment interest on all amounts owed to the County hereunder. Nothing contained herein shall create any obligation on the part of the County to maintain any portion of the Easement Parcels or the Easement Road.

5. Construction of the Improvements. At all times during construction of the Easement Road, Owner shall take such necessary measures to prevent the public from accessing any portion of the Easement Parcels that is under construction. Owner shall ensure that Hill Road as currently located on the Property as of the date of this Easement, shall remain passable to the general public until such time as construction of the Easement Road has been completed by Owner.

6. Automatic Termination of Easement. It is understood and agreed by the parties hereto that the rights and the Easement herein granted and conveyed is temporary and shall terminate, without need for further action by any party, upon completion of Owner's construction

of the Improvements, including, but not limited to the completion of the roads shown on the Plat, and the County's formal abandonment of those portions of Hill Road located on the Property. Notwithstanding that the foregoing termination being effective without need for further action by any party, upon request by Owner, on or after the date of the termination of the Easement, County shall execute, acknowledge and deliver to Owner for recording a termination of this instrument in a form reasonably requested by Owner.

7. Right to Encumber. Owner may encumber the Easement Parcels with a mortgage and related security documents; provided, however, any such mortgage and related security documents shall be subordinate to the easements granted in this Easement.

8. Ownership of Improvements. Notwithstanding anything to the contrary in this Agreement, the Easement Road located within the Easement Parcels shall be for the use and enjoyment of the County and the general public but shall remain the property of Owner during the term of this Easement.

9. Release and Indemnification. Owner shall forever release, discharge, and indemnify County and save it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage, loss, cost, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) arising from or out of any occurrence in, upon, at or from the Easement Road or the Easement Parcels, or any part thereof, occasioned wholly or in part by any act or omission of Owner, its agents, contractors, employees, servants, licensees or concessionaires, or any breach of this Easement by Owner including, without limitation, the failure of Owner to properly maintain and repair the Easement Road; provided, however, the foregoing shall not apply to the extent any suits, actions, damages, liability and expense are caused by the negligence or intentional misconduct on the part of County; provided that this provision does not alter, amend or expend the parameters of Section 768.28, Florida Statutes. The provisions of this paragraph shall survive the expiration or earlier termination of this Easement Agreement for a period of five (5) years.

10. Time is of the Essence; Notice. Time is of the essence of this Easement. Any notice, request, consent or other communication necessary under this Easement must be in writing and shall be given by United States Certified Mail, Federal Express or other equivalent service, or electronic mail transmission. Such notice shall be deemed to have been given and received three (3) days after a certified letter containing such notice, properly addressed, with postage pre-paid, is deposited in the United States Mail, or if delivered by Federal Express or other equivalent service, when actually received. Such notices shall be given to the Parties at the addresses set forth in the preamble to this Easement, or such other address as the Parties may specify by notice to the other Party from time-to-time.

11. Running With Land. All provisions of this Easement, including the benefits and burdens, shall run with the title to the Easement Parcels and are binding upon and inure to the benefit of the respective heirs, successors, and assigns of Owner and the County. The obligations and covenants of Owner hereunder: (i) constitute covenants running with title to the Easement Parcels; (ii) touch and concern the Easement Parcels, and benefit the County; and (iii) bind all

future owners of the Easement Parcels as if such future owners were parties to this Easement in the place of Owner.

12. Recitals; Exhibits. The recitals set forth in this Easement are true and correct. The recitals and all exhibits, schedules, and addenda attached hereto are incorporated herein by reference.

13. Controlling Law and Venue. This Easement shall be construed, interpreted, and controlled according to the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. The parties agree that venue with respect to any state or federal litigation in connection with this Easement shall lie exclusively in Nassau County, Florida.

14. Severability. The invalidity or unenforceability of any one or more provisions of this Easement shall not affect the validity or enforceability of the remaining portions of this Easement, or any part of this Easement not held to be invalid or unenforceable.

15. Estoppel. Either Owner or the County shall from time to time, within twenty (20) days after request by the other party (the “**Requesting Party**”), give an estoppel certificate to any purchaser, lender, entity, or person specified by the Requesting Party stating whether this Easement is still in effect as of the date of the estoppel certificate, stating whether the Requesting Party is in default under this Easement as of the date of the estoppel certificate, and containing such other factual matters as may be reasonably requested by Requesting Party.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement.

17. Modification. This Easement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the parties hereto and recorded in the Public Records of Nassau County, Florida.

18. Counterparts. This instrument may be executed in counterparts, each of which shall constitute an original and together shall constitute one and the same instrument

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the 5 day of April, 2023.

“OWNER”:

Signed, sealed and delivered
in the presence of:

CALLAHAN ACRES DEVELOPMENT, LLC, a
Florida limited liability company

Eileen C. McKay
Print Name: EILEEN C. McKay

By: NEW LEAF COMMUNITIES LLC, a
Florida limited liability company, its Manager

Julia Tanner
Print Name: Julia Tanner

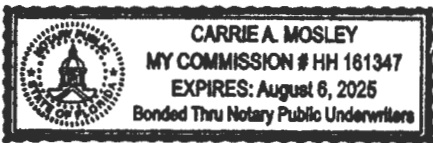
By: John H. Latshaw, Jr.
John H. Latshaw, Jr., an Authorized Member

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 5 day of April, 2023, by John H. Latshaw, Jr., an Authorized Member of **NEW LEAF COMMUNITIES, LLC**, a Florida limited liability company, as Manager of **CALLAHAN ACRES DEVELOPMENT, LLC**, a Florida limited liability company, on behalf of the company. He (*check one*) is personally known to me, or has produced a valid driver’s license as identification.

Carrie Mosley
Print Name: Carrie Mosley
Notary Public, State and County Aforesaid
My Commission Expires: 8/6/25
Commission Number: HH 161347



"COUNTY":

Signed, sealed and delivered
in the presence of:

NASSAU COUNTY, FLORIDA, a political
subdivision of the State of Florida

Heather Nazworth

By: [Signature]

Print Name: Heather Nazworth

Print Name: Klynt A. Farmer

Aleina Colón

Its: _____

Print Name: Aleina Colon

Chairman

STATE OF FLORIDA

COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization on this 10th day of April, 2023, by Klynt A. Farmer, in his / her capacity as Chairman of NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, on behalf of the County, who is personally known to me or has produced _____, as identification.

Heather M. Nazworth

Print Name: Heather M. Nazworth

Notary Public, State and County Aforesaid

My Commission Expires: 12/28/25

Commission Number: HH212240



HEATHER NAZWORTH
Notary Public, State of Florida
My Comm. Expires December 28, 2025
Commission No. HH 212240

EXHIBIT "A"

Legal Description of Property

THAT CERTAIN PART OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 25 EAST, NASSAU COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF REFERENCE IS THE NORTHEAST CORNER OF SAID SECTION 19, BEING AN AXLE AT THE THEORETICAL POSITION FOR SAID CORNER WHICH IS 96.50 FEET NORTHERLY OF 2 1/2" IRON PIPE WHICH HAS BEEN USED AS SAID CORNER BASED ON OCCUPATION; THENCE PROCEED SOUTH 00°58'51" EAST ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1005.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°58'51" EAST ALONG SAID SECTION LINE, A DISTANCE OF 1189.05 FEET; THENCE SOUTH 89°01'08" WEST DEPARTING SAID SECTION LINE AND ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN DEED BOOK 99, PAGE 336, A DISTANCE OF 210.00 FEET; THENCE NORTH 01°00'02" WEST ALONG THE EAST LINE OF THE LANDS DESCRIBED IN O.R.B. 449, PAGE 703, A DISTANCE OF 6.00 FEET TO THE THREAD OF LITTLE MILLS CREEK; THENCE NORTH 87°21'23" WEST ALONG THE THREAD OF SAID CREEK AND ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN O.R.B. 449, PAGE 703, O.R.B. 443, PAGE 127, AND O.R.B. 4, PAGE 565, A DISTANCE OF 521.92 FEET; THENCE SOUTH 00°31'05" EAST DEPARTING SAID CREEK ALONG THE WEST LINE OF THE LANDS DESCRIBED IN O.R.B. 369, PAGE 133 AND ALONG THE EAST LINE OF HILL ROAD (A COUNTY DIRT GRADED ROAD WITH A 30-FOOT PRESCRIPTIVE RIGHT-OF WAY) (THE CENTERLINE OF SAID HILL ROAD IS DESCRIBED AT THE END OF THIS DESCRIPTION), A DISTANCE OF 262.36 FEET (ACTUAL)/ 237 FEET (RECORD) THENCE SOUTH 89°13'07" WEST ALONG THE NORTH LINE OF LANDS WHICH HAVE NO CURRENT DEED OF RECORD A DISTANCE OF 610.24 FEET (ACTUAL)/ 611.50 FEET(RECORD); THENCE NORTH 00°46'21" WEST, ALONG THE WEST LINE OF THE LANDS DESCRIBED IN DEED BOOK 76, PAGE 47, A DISTANCE OF 166.40 FEET; THENCE SOUTH 89°13'29" WEST ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 216.30 FEET; THENCE NORTH 00°53'11" WEST ALONG THE EAST LINE OF THE LANDS DESCRIBED IN O.R.B. 298, PAGE 441, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°13'26" WEST ALONG THE NORTH LINE OF SAID LANDS, A DISTANCE OF 420.00 FEET; THENCE SOUTH 00°46'24" EAST ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 210.00 FEET; THENCE SOUTH 89°14'10" WEST ALONG THE NORTH LINE OF THE LANDS DESCRIBED IN DEED BOOK 119, PAGE 208, A DISTANCE OF 142.68 FEET(ACTUAL)/ 144 FEET(RECORD) TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF A CSX TRANSPORTATION RAILROAD (FORMERLY ATLANTIC COASTLINE RAILROAD) (A 200-FOOT RIGHT-OF-WAY); THENCE NORTH 31°01'49" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1453.92 FEET; THENCE NORTH 89°30'54" EAST DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 2322.42 FEET; THENCE NORTH 88°43'40" EAST ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN O.R.B. 93, PAGE 573 AND O.R.B. 429, PAGE 183, A DISTANCE OF 527.78 FEET TO THE POINT OF BEGINNING. THE LANDS THUS DESCRIBED CONTAINS 3,063,239 SQUARE FEET, OR 70.32 ACRES, MORE OR LESS, IN AREA.

EXHIBIT "B"



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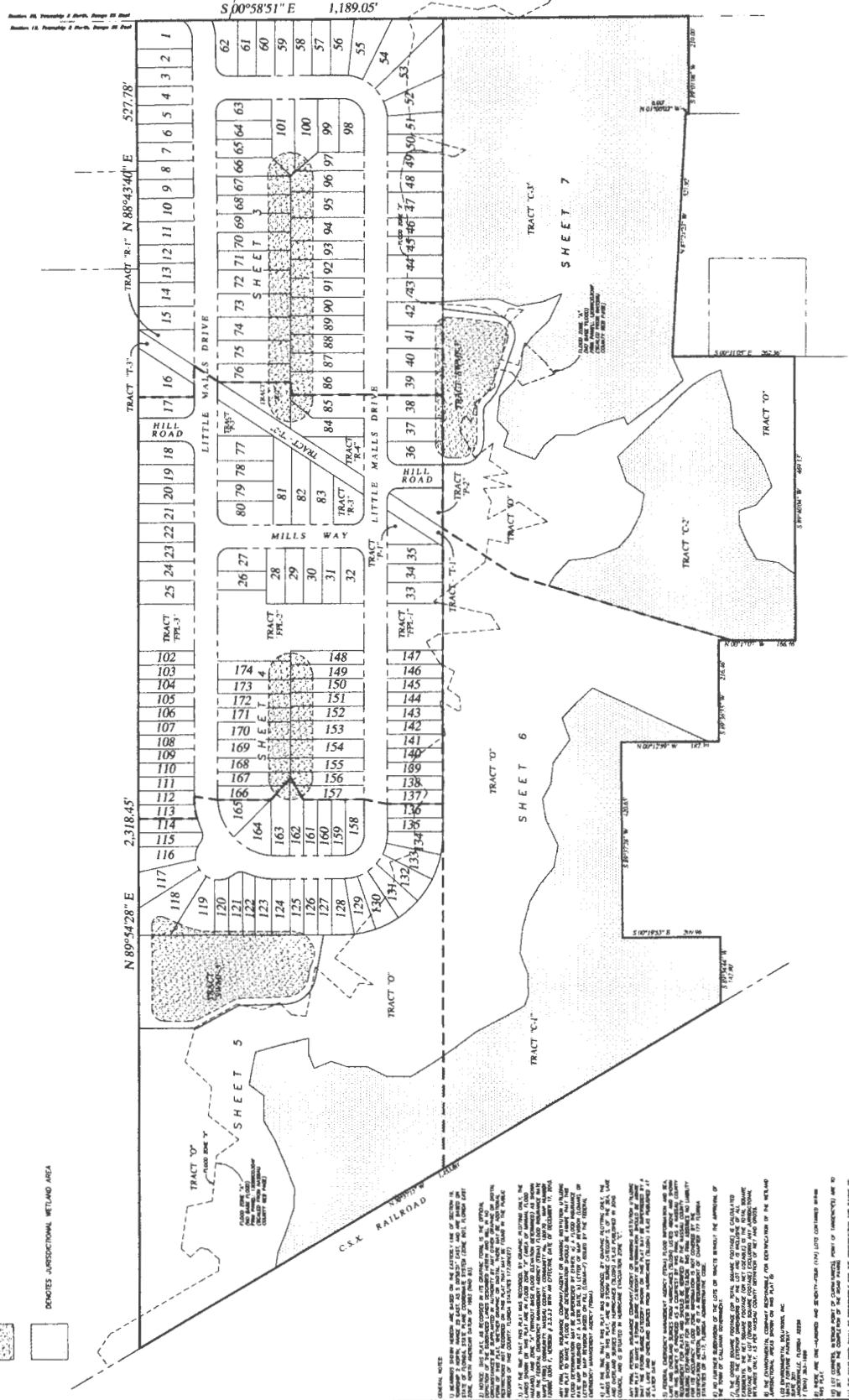
(see attached)



CALLAHAN ACRES

BEING A PARCEL OF LAND, SITUATED IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 25 EAST, CITY OF CALLAHAN, NASSAU COUNTY, FLORIDA.

- MATCHING LEGEND**
-  DENOTES STORM WATER MANAGEMENT AREA
 -  DENOTES JURISDICTIONAL WETLAND AREA



PREPARED BY
 A & J Land Surveyors, Inc.
 5647 Lantana Street
 Jacksonville, Florida 32207
 Telephone: 904.346.1733
 Fax: 904.346.1736

GENERAL NOTES:

1. THE LOTS, TRACTS, AND STREETS SHOWN ON THIS PLAT WERE PREPARED BY THE SURVEYOR FROM THE RECORDS OF THE COUNTY TOLSON STATUTES (1798-1987).
2. THE LOTS, TRACTS, AND STREETS SHOWN ON THIS PLAT WERE PREPARED BY THE SURVEYOR FROM THE RECORDS OF THE COUNTY TOLSON STATUTES (1798-1987).
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OFFICIAL RECORDS BOOK PAGE
 Sheet Three (3) of Seven (7) Sheets
 SHEET TWO (2) FOR REF. MAP
 GENERAL NOTES AND LEGEND

TABLE FOR CORRECTING DATA

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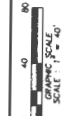
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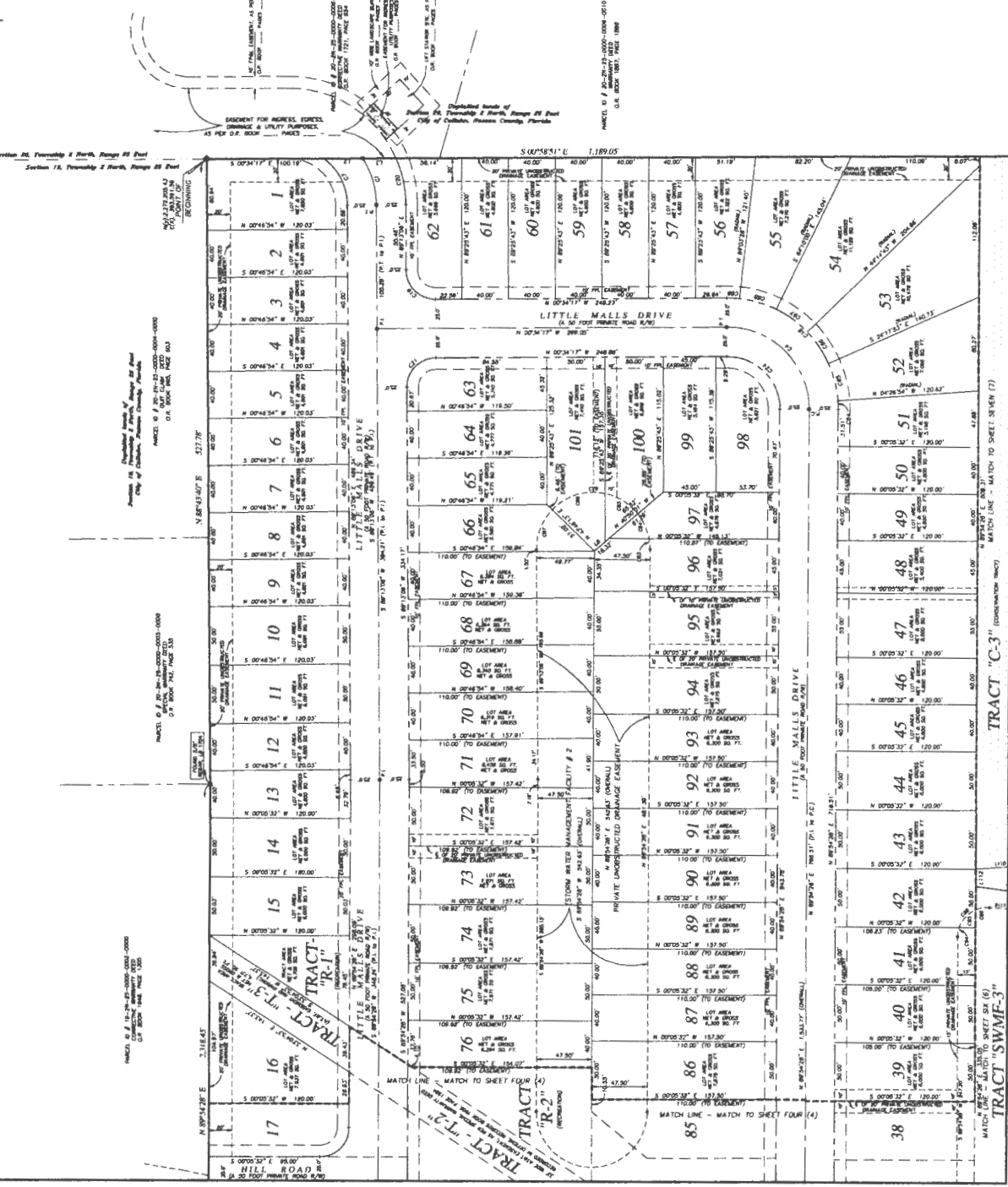
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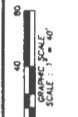
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CALLAHAN ACRES
 BEING A PARCEL OF LAND, SITUATED IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 25 EAST,
 CITY OF CALLAHAN, NASSAU COUNTY, FLORIDA.



PREPARED BY
 A & J Land Surveys, Inc.
 1847 Luella Street
 Jacksonville, Florida 32209
 T 904-346-1733
 F 904-346-1736



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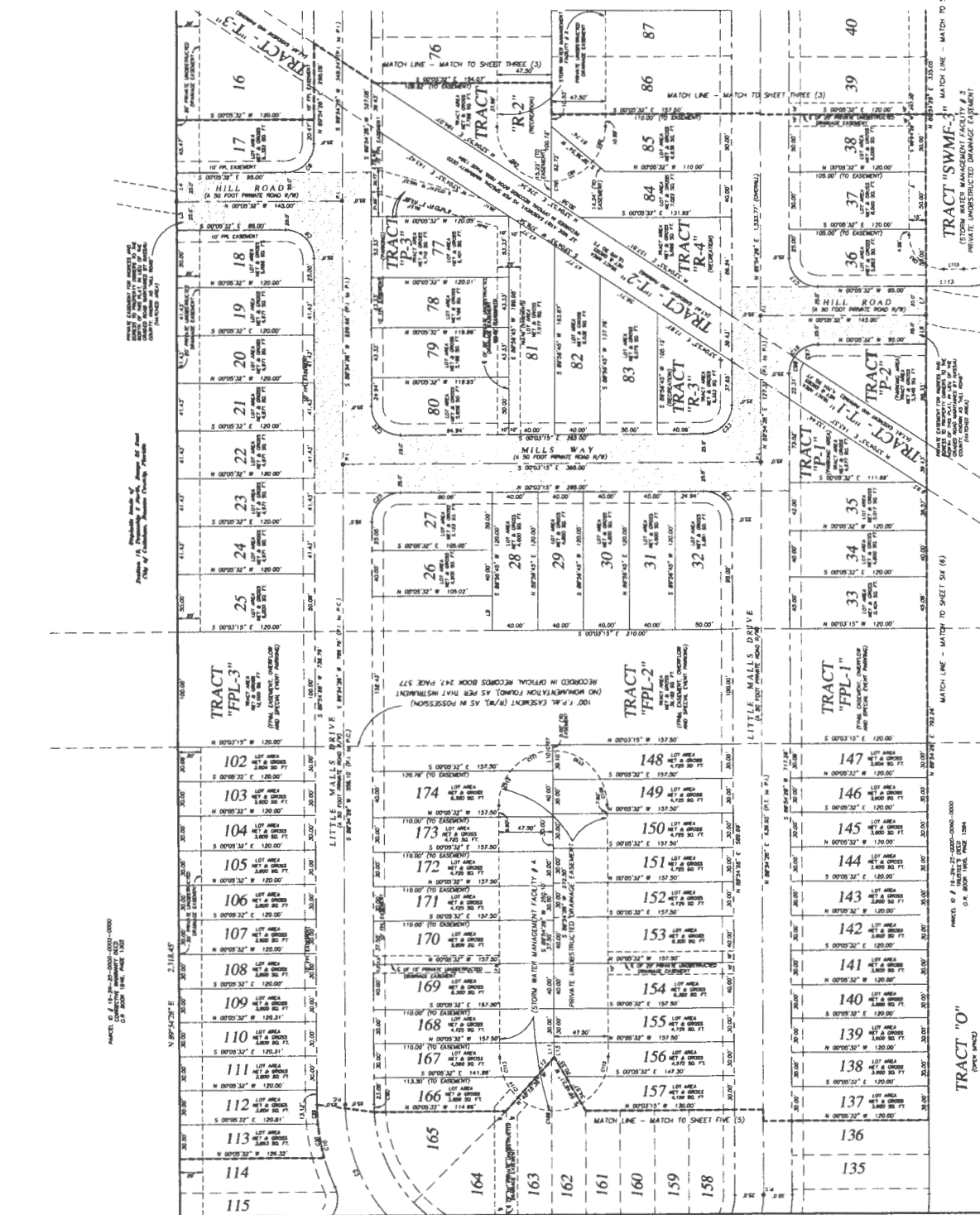
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931	932	933	934	935	936	937	938	939	940
941	942	943	944	945	946	947	948	949	950
951	952	953	954	955	956	957	958	959	960
961	962	963	964	965	966	967	968	969	970
971	972	973	974	975	976	977	978	979	980
981	982	983	984	985	986	987	988	989	990
991	992	993	994	995	996	997	998	999	1000

CLIP HERE TO OBTAIN CONTIGUOUS DATA

1001	1002	1003	1004	1005	1006	1007	1008	1009	1000
1011	1012	1013	1014	1015	1016	1017	1018	1019	1020
1021	1022	1023	1024	1025	1026	1027	1028	1029	1030
1031	1032	1033	1034	1035	1036	1037	1038	1039	1040
1041	1042	1043	1044	1045	1046	1047	1048	1049	1050
1051	1052	1053	1054	1055	1056	1057	1058	1059	1060
1061	1062	1063	1064	1065	1066	1067	1068	1069	1070
1071	1072	1073	1074	1075	1076	1077	1078	1079	1080
1081	1082	1083	1084	1085	1086	1087	1088	1089	1090
1091	1092	1093	1094	1095	1096	1097	1098	1099	1100

CALLAHAN ACRES

BEING A PARCEL OF LAND, SITUATED IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 25 EAST,
 CITY OF CALLAHAN, NASSAU COUNTY, FLORIDA.



PREPARED BY
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MATCH LINE - MATCH TO SHEET THREE (3)
 MATCH LINE - MATCH TO SHEET THREE (3)
 MATCH LINE - MATCH TO SHEET SIX (6)
 MATCH LINE - MATCH TO SHEET SEVEN (7)
 TRACT "SWMF-1"
 TRACT "FPL-1"
 TRACT "FPL-2"
 TRACT "FPL-3"
 TRACT "R-1"
 TRACT "R-2"
 TRACT "R-3"
 TRACT "R-4"
 TRACT "O"
 (PART OF SHEET)

CALLAHAN ACRES

BEING A PARCEL OF LAND, SITUATED IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 25 EAST, CITY OF CALLAHAN, NASSAU COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK PAGE
SHEET 516 (OF SEVENTY) SHEETS
SERIES 1000000000000000000
GENERAL NOTES AND LEGEND

TRACT "FPL-1"
(FINAL EXHIBIT, ORDINANCE AND SPECIAL TOWN PERMITS)

33

34



147

146

145

144

143

142

141

140

139

138

137

136

135

134

133

132

131

MATCH LINE - MATCH TO SHEET FOUR (4)

MATCH LINE - MATCH TO SHEET FIVE (5)

TRACT "O"
(OPEN SPACE)

TRACT "C-1"
(CONVEYANCE TRACT)

TRACT "C-2"
(CONVEYANCE TRACT)

PARCEL D OF P PLAT 1000-0000-0000
D.R. BOOK 1152, PAGE 158A

PARCEL D OF P PLAT 1000-0000-0010
D.R. BOOK 1152, PAGE 88

100' PER EXHIBIT (N/A) AS IN POSSESSION
(NO MONUMENTATION FOUND) AS PER TOWN PERMITS
RECORDED IN OFFICIAL RECORDS BOOK 243, PAGE 377

100' PER EXHIBIT (N/A) AS IN POSSESSION
(NO MONUMENTATION FOUND) AS PER TOWN PERMITS
RECORDED IN OFFICIAL RECORDS BOOK 243, PAGE 377

CURVE TABLE FOR TRACT

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
131	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
132	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
133	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
134	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
135	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
136	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
137	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
138	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
139	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
140	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
141	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
142	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
143	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
144	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
145	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
146	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
147	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'

CURVE TABLE FOR TRACT

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
131	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
132	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
133	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
134	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
135	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
136	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
137	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
138	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
139	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
140	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
141	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
142	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
143	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
144	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
145	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
146	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'
147	S 89°34'44" W	142.80'	S 89°34'44" W	142.80'

CSX RAILROAD (CORPORATE) (FORMERLY CSX)
ATLANTIC COAST LINE RAILROAD (FORMERLY CSX)
(A 200 FOOT RAILROAD RIGHT-OF-WAY)

PREPARED BY:
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Jacksonville, Florida 32207
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COMPOSITE EXHIBIT "C"

Map Showing Sketch of Temporary Access Easement Parcels

MAP SHOWING SKETCH OF

Two (2) Temporary Self Terminating Easement over a proposed development, known as "Callahan Acres", and lying within that Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, and lying within Section 19, Township 2 North, Range 25 East, City of Callahan, Nassau County, Florida

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE COMMON BOUNDARY LINE BETWEEN SECTIONS 19 AND 20, AS S 00°34'17" E, AS MONUMENTED AND (b) ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL GEODETIC SURVEY (NGS) DATUM, NORTH AMERICA DATUM OF 1983 (2011) OR NAD83 (2011), FOR THE STATE OF FLORIDA, STATE PLANE COORDINATE SYSTEM, FOR ZONE 801 (FL EAST).

2) THIS MAP/SKETCH/SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE ENTITIES LISTED ON THIS MAP/SKETCH/SURVEY AND ONLY FOR THIS PARTICULAR TRANSACTION AND SCOPE OF WORK. ANY USE OF THIS MAP/SKETCH/SURVEY WITHOUT THE EXPRESS WRITTEN PERMISSION OF THIS SURVEYOR AND/OR FIRM IS STRICTLY PROHIBITED. USE OF THIS MAP/SKETCH/SURVEY IN ANY SUBSEQUENT TRANSACTIONS IS EXPRESSLY PROHIBITED AND IS NOT AUTHORIZED BY THIS SURVEYOR AND/OR FIRM. THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO ENTITY OTHER THAN THOSE LISTED ON THIS SKETCH SHOULD RELY UPON THIS MAP/SKETCH/SURVEY FOR ANY PURPOSE.

3) UNLESS A TITLE COMMITMENT IS REFERENCED GRAPHICALLY ON THE FACE OF THIS SURVEY/SKETCH, THERE MAY BE ADDITIONAL COVENANTS AND RESTRICTIONS, EASEMENTS OF RECORD, BUILDING RESTRICTIONS/SETBACK LINES RESTRICTIONS, AND OTHER MATTERS, EVIDENCED BY TITLE EXAMINATION BY A TITLE COMPANY, THAT HAVE NOT BEEN SHOWN HEREON. THESE ITEMS ARE NOT REQUIRED OR A PART OF A STATE OF FLORIDA, STANDARD OF PRACTICE SURVEY, AS OUTLINED IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE, 5J-17.

4) NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL INDEXED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND/OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OF PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

GENERAL NOTES:
(Continued)

5) NOTICE OF LIABILITY: THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS, ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. THIS SURVEYING FIRM AND THE SIGNING SURVEYOR IS RESPONSIBLE ONLY TO THOSE THAT APPEAR IN THE CERTIFICATION AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF OTHERS, (INDIVIDUAL OR ENTITIES) TO USE THIS SURVEY WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SURVEYOR.

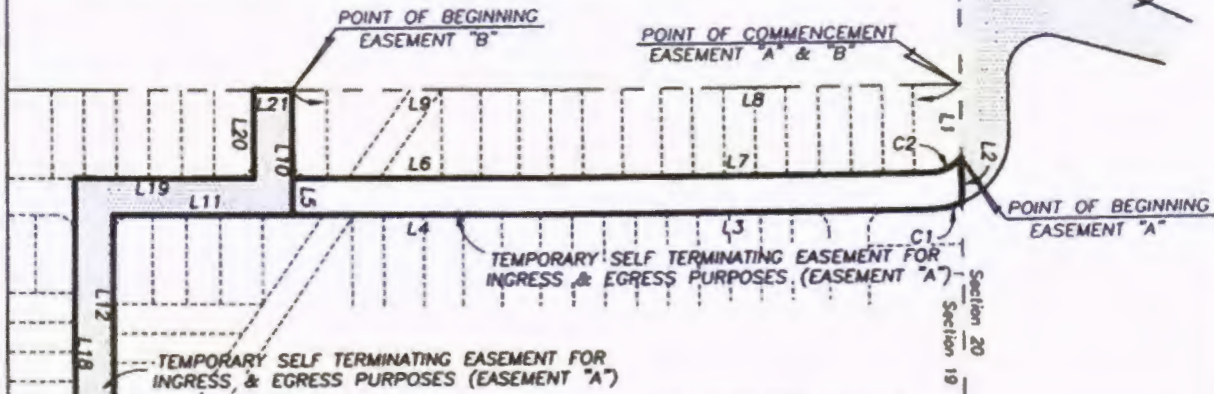
6) THIS MAP DOES NOT REPRESENT A "BOUNDARY" SURVEY, AS PER THE CURRENT FLORIDA STATUTES, REGARDING THE STATE OF FLORIDA, STANDARD OF PRACTICE, CHAPTER 5J-17.

7) THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING, THEREFORE THE GRAPHIC SCALE SHOULD BE UTILIZED TO DETERMINE IF THIS MAP IS TO THE ORIGINAL SIZE AND SCALE.

SEE SKETCH AND LEGAL PREPARED BY THIS FIRM, JOB No. 55935, DATED SEPT 5, 2022 OF "PROPOSED VARIABLE WIDTH EASEMENT FOR INGRESS, EGRESS, DRAINAGE AND UTILITY PURPOSES"

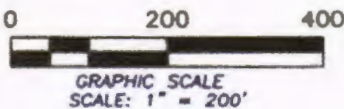
LINE TABLE FOR EASEMENT

LINE	BEARING	DISTANCE
L1	S 00°34'17" E	100.19'
L2	S 00°34'17" E	61.65'
L3	S 89°13'06" W	489.64'
L4	S 89°54'28" W	323.39'
L5	N 00°05'32" W	50.00'
L6	N 89°54'28" E	323.09'
L7	N 89°13'06" E	489.34'
L8	S 89°13'06" W	531.70'
L9	S 89°54'28" W	319.53'
L10	S 00°05'32" E	170.00'
L11	S 89°54'28" W	228.67'
L12	S 00°03'15" E	314.89'
L13	N 89°57'19" E	127.29'
L14	S 00°05'32" E	170.00'
L15	S 89°54'28" W	50.00'
L16	N 00°05'32" W	119.98'
L17	S 89°57'19" W	127.33'
L18	N 00°03'15" W	414.92'
L19	N 89°54'28" E	228.64'
L20	N 00°05'32" E	120.00'
L21	N 89°54'28" E	50.00'



CURVE TABLE FOR EASEMENT

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	100.00'	23°21'55"	40.78'	S 77°32'09" W	40.50'
C2	50.00'	52°54'43"	46.17'	N 62°45'44" E	44.55'



JONATHAN B. BOWAN
STATE OF FLORIDA
REGISTERED LAND SURVEYOR
CERTIFICATE No. 4600

SKETCH DATE: DECEMBER 6, 2022
JOB No. 56498

Prepared by:
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COMPOSITE EXHIBIT "C"

Legal Description of the Temporary Access Easement Parcel "A"

That certain portion of real property as shown in that Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, and lying within Section 19, Township 2 North, Range 25 East, City of Callahan, Nassau County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the most Northeast corner of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, said point lying on the common boundary line between Sections 19 and 20, Township 2 North, Range 25 East, and run thence, South 00°24'17" East, along the common boundary line between Sections 19 and 20, (and also being the easterly line of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida), a distance of 100.19 feet, to the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, run thence, the following eight (8) courses and distances:

Course No. 1: continue South 00°34'17" East, along the common boundary line between Sections 19 and 20, (and also being the easterly line of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida), a distance of 61.65 feet, to a point on the arc of a curve leading westerly;

Course No. 2: run thence, westerly, along and around the arc of a curve, being concave northerly, and having a radius of 100.00 feet, through a central angle of 23°21'55" to the left, an arc distance of 40.78 feet, to the point of tangency of last said curve, last said arc being subtended by a chord bearing and distance of South 77°32'09" West, 40.50 feet;

Course No. 3: run thence, South 89°13'06" West, along last said tangency, a distance of 489.64 feet, to a point of intersection;

Course No. 4: run thence, South 89°54'28" West, a distance of 323.39 feet, to a point;

Course No. 5: run thence, North 00°05'32" West, a distance of 50.00 feet, to a point;

Course No. 6: run thence, North 89°54'28" East, a distance of 323.09 feet, to a point;

Course No. 7: run thence, North 89°13'06" East, a distance of 489.34 feet, to the point of curvature, of a curve leading easterly;

Course No. 8: run thence, easterly, along and around the arc of a curve, being concave northerly, and having a radius of 50.00 feet, through a central angle of 52°54'43" to the left, an arc distance of 46.17 feet, to a point on the aforesaid common boundary line between Sections 19 and 20, (and also being the easterly line of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida), and the POINT OF BEGINNING, last said arc being subtended by a chord bearing and distance of North 62°45'44" East, 44.55 feet.

COMPOSITE EXHIBIT "C"

Legal Description of the Temporary Access Easement Parcel "B"

That certain portion of real property as shown in that Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, and lying within Section 19, Township 2 North, Range 25 East, City of Callahan, Nassau County, Florida, being more particularly described as follows:

For a Point of Reference, Commence at the most Northeast corner of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, said point lying on the common boundary line between Sections 19 and 20, Township 2 North, Range 25 East, and run thence, along the northerly boundary line of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, the following two (2) courses and distances:

Course No. 1: run thence, South 89°13'06" West, along the aforesaid northerly boundary line, a distance of 531.70 feet, to a point of intersection in said northerly boundary line;

Course No. 2: run thence, South 89°54'28" West, continuing along the aforesaid northerly boundary line, a distance of 319.53 feet, to the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described, run thence, the following twelve (12) courses and distances:

Course No. 1: run thence, South 00°05'32" East, departing from the northerly boundary line of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, a distance of 170.00 feet, to a point;

Course No. 2: run thence, South 89°54'28" West, a distance of 228.67 feet, to a point;

Course No. 3: run thence, South 00°03'15" East, a distance of 314.89 feet, to a point.;

Course No. 4: run thence, North 89°57'19" East, a distance of 127.29 feet, to a point;

Course No. 5: run thence, South 00°05'32" East, a distance of 170.00 feet, to a point;

Course No. 6: run thence, South 89°54'28" West, a distance of 50.00 feet, to a point;

Course No. 7: run thence, North 00°05'32" West, a distance of 119.98 feet, to a point;

Course No. 8: run thence, South 89°57'19" West, a distance of 127.33 feet, to a point;

Course No. 9: run thence, North 00°03'15" West, a distance of 414.92 feet, to a point;

Course No. 10: run thence, North 89°54'28" East, a distance of 228.64 feet, to a point;

Course No. 11: run thence, North 00°05'32" West, a distance of 120.00 feet, to a point on the northerly boundary line of said lands described and recorded in

Course No. 12: run thence, North 89°54'28" East, along the northerly boundary line of said Trustee's Deed recorded in Official Records Book 1906, page 1584 of the Public Records of said Nassau County, Florida, a distance of 50.00 feet to the POINT OF BEGINNING.