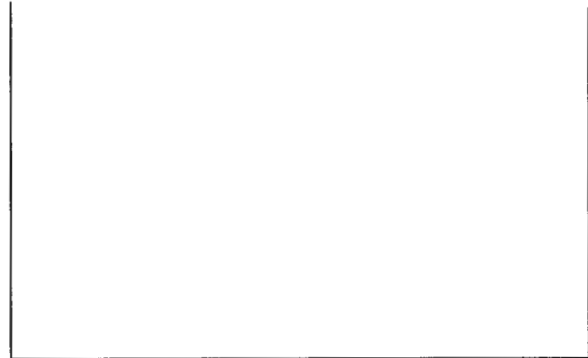


This instrument was prepared under the supervision and direction of Nassau County Attorney's Office, 96135 Nassau Place, Yulee, FL 32097



**GRANT OF TEMPORARY EASEMENT**

THIS EASEMENT executed and given this 7<sup>th</sup> day of May, 2024 by **Heron Isles Joint Venture, LLP**, a Florida limited liability partnership whose mailing address is 12443 San Jose Boulevard, Suite 504, Jacksonville, FL 32223, hereinafter called "GRANTOR", to **THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 96135 Nassau Place, Yulee, Florida, 32097, hereinafter called "GRANTEE."

**WHEREAS**, Grantor is the owner of certain lands as more particularly described in the Official Records Book 01400, Page 0366-0368 (the "Subject Property"); and

**WHEREAS**, Grantee seeks and Grantor has agreed to grant, subject to the restrictions stated herein the non-exclusive, temporary easement (the "Easement") over the lands more particularly described in Exhibit "A" attached hereto, and incorporated herein (the "Easement Area"), for the access for equipment and construction personnel within the Easement Area as needed for completing improvements to the Chester Road / Pages Dairy intersection Right-of-Way (the "Work"); and

**WHEREAS**, Grantor reserves for himself, his successors and assigns, the right to use the Easement Area for any uses which are not inconsistent with the purposes described herein; and

**WHEREAS**, the Grantee, its employees, or its agents, with necessary equipment, are permitted to come upon the Easement Area to perform the Work, subject to the provisions of this Easement as hereinafter set forth; and

**WHEREAS**, the utilization of the Easement Area serves a public purpose.

**WITNESSETH:**

That for and in consideration of the mutual covenants and agreements hereinafter contained, the Grantor and Grantee hereby agree as follows:

1. GRANTOR does hereby dedicate unto GRANTEE a non-exclusive temporary construction easement and right-of-way over land, subsurface paths, and courses for the completion of the Work, and all other equipment and appurtenances as may be necessary or convenient for intended use of the Easement; together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the Easement herein granted.

**TO HAVE AND TO HOLD**, unto GRANTEE, its successors and assigns for the purposes aforesaid. Said GRANTOR is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

- (a) GRANTOR reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the surface and air space over the EASEMENT AREA for any purpose which is consistent with the rights herein granted to GRANTEE; and
- (b) GRANTEE shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by GRANTOR.

2. After any installation, construction, repair, replacement or removal of any improvements or other equipment as to which easement rights are granted, GRANTEE shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but GRANTEE shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of piping or other equipment. To the extent permitted by law, however, GRANTEE shall be responsible for damage to improvements that are caused by GRANTEE's negligence.

3. This Easement shall inure to the benefit of and be binding upon GRANTEE and its successors and assigns until said Work is completed as determined by Nassau County. Notwithstanding this or any other provision of the Easement, the Easement shall terminate within one year of the date of the recording hereof.

4. For the purposes of the terms and conditions of this Easement, "GRANTOR" means the owner from time to time of the EASEMENT AREA or any part thereof.

5. This Easement shall run with title to the Subject Property and shall be recorded in the official records of Nassau County, Florida.

6. This Easement is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. Venue for any action pursuant to this Easement shall be in Nassau County, Florida.

**ACCEPTANCE**

BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA

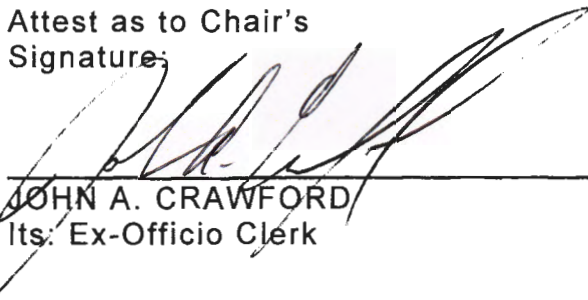


Klynt A. Farmer

John F. Martin

Its: Chairman

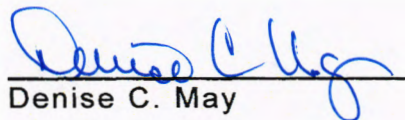
Attest as to Chair's  
Signature;



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



Denise C. May

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

**GRANTOR**

Signed, sealed and delivered in the presence of:

By: Gregory E. Matovina

Witness: Sharon A. Hudson

Print: Gregory E. Matovina

Print: SHARON A. HUDSON

Title: Managing Partner

Address: 12443 Danford Blvd #504

Witness: Kenneth L. Johns Jr.  
*apt FL 32223*

Print: Kenneth L. Johns Jr.

Address: 316 W. Kari Ct. St Johns, FL 32259

STATE OF FLORIDA  
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, personally appeared before me, by means of  physical presence or  online notarization, Gregory E. Matovina, who is personally known to me or who has produced \_\_\_\_\_ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 7<sup>th</sup> day of May, 2024

Sharon A. Hudson  
Notary Public, State of Florida



SHARON A. HUDSON  
Commission # HH 460421  
Expires December 11, 2027

EXHIBIT "A"

EASEMENT AREA



**EXHIBIT "A"  
EASEMENT AREA**



PAGES DAIRY ROAD

CHESTER ROAD

EXISTING R/W

PROPOSED TCE

760'

12'

FIRST COAST RAILROAD

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

<table border="1"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		REVISIONS		DATE	DESCRIPTION			<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	DESCRIPTION			<p>Connelly &amp; Wicker Inc. 10060 Skinner Lake Dr., Suite 500 Jacksonville, FL 32246 Certification of Authorization No. 3650</p> <p>Engineer of Record: Daniel R. Waltermeyer, P.E. FL P.E. No. 73903</p>			<p><b>NASSAU COUNTY ENGINEERING</b></p> <table border="1"> <thead> <tr> <th>ROAD NO.</th> <th>COUNTY</th> <th>FINANCIAL PROJECT ID</th> </tr> </thead> <tbody> <tr> <td> </td> <td>NASSAU</td> <td> </td> </tr> </tbody> </table>			ROAD NO.	COUNTY	FINANCIAL PROJECT ID		NASSAU		<p><b>PROPOSED TCE EXHIBIT</b></p>			<p>SHEET NO.</p>
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