

Inst: 202545011161 Date: 04/17/2025 Time: 11:17AM  
Page 1 of 6 B: 2781 P: 1720, Doc Type: EAS  
Mitch L. Keiter, Clerk of Court, Nassau County,  
By: RG, Deputy Clerk

This instrument was prepared under the supervision  
and direction of, and shall be returned to:  
Nassau County Attorney's Office  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

### **GRANT OF DRAINAGE EASEMENT**

THIS EASEMENT executed and given this 14th day of April,  
2025 by, **HARVESTER FLORIDA, LLC**, a Florida limited liability company, whose  
mailing address is 4545 Ortega Boulevard, Jacksonville, Florida 32210 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, Suite 1, Yulee Florida, 32097, hereinafter called "GRANTEE."

**WHEREAS**, Grantor is the owner of certain lands as more particularly described in the  
Official Records Book 2572, Page 702 of the public records of Nassau County, Florida, also  
commonly known as parcel ID **09-2N-27-0000-0002-0050** located on Clyde Higginbotham  
Road, Yulee, Florida, 32097 (the "Subject Property"); and

**WHEREAS**, the Subject Property contains the non-exclusive permanent easement  
granted herein and more particularly described in **Exhibit "A"** and depicted in **Exhibit "B"**,  
both attached hereto, and incorporated herein (the "Easement Area"), for the purpose of  
providing overland or subsurface paths and courses for the construction, maintenance, and  
preservation of storm drainage; and

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

**WHEREAS**, in the event Grantee, its employees, or contractors are required to come  
upon the Easement Area to replace, restore, or clear any drainage structures, ditches, drains,  
or swales contained therein, the Grantee shall only be liable to restore the Easement Area to  
its previous grade and in a workmanlike manner: 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 permanent easement and right-of-way over land, subsurface paths, and courses for the construction, maintenance, and preservation of storm drainage, 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.

2. 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 Subject Property owned by GRANTOR.

3. After any installation, construction, repair, replacement or removal of any piping 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.

4. This Grant of Easement shall inure to the benefit of and be binding upon GRANTEE and its successors and assigns.

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

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

7. 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.



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

## HARVESTER FLORIDA, LLC

Signed, sealed and delivered in the presence of:

Witness: Katie Peary

Print: Katie Peary

Address: 95275 Smadragon Drive  
Fernandina Beach, FL 32034

Witness: Lisa Carroll

Print: Lisa Carroll

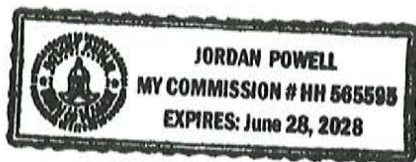
Address: 96095 Blackrock Rd  
Yulee FL 32097

By: William R Howell II  
Print Name: William R Howell II  
Its: PRESIDENT - OWNER

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20<sup>th</sup> day of MARCH, 2024 by WILLIAM HOWELL as OWNER for HARVESTER FLORIDA, LLC, on behalf of the company, who ☐ is personally known to me or who ☒ has produced FL DL H460-936-SI-464 as identification.



Jordan Powell  
Print Name JORDAN POWELL  
Notary Public, State of Florida  
Commission # HH 565595  
My Commission Expires: 6/28/28

ACCEPTANCE

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



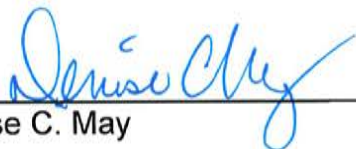
A.M. "Hupp" Huppmann  
Its: Chairman

Attest as to Chair's  
Signature:



MITCH L. KEITER  
Its: Ex-Officio Clerk

Approved as to form by the  
Nassau County Attorney



Denise C. May

**Exhibit "A"****Legal Description****15.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT**

A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2572, PAGE 702, OF PUBLIC RECORDS NASSAU COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 16, TOWNSHIP 2 NORTH, RANGE 27 EAST, SAID NASSAU COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEAST CORNER OF SAID SECTION 16, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88°45'59" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 359.39 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2165, PAGE 1492, SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE SOUTH 03°08'52" WEST, ALONG SAID WESTERLY BOUNDARY, 108.75 FEET TO THE WATERS EDGE OF LUMBER CREEK; THENCE SOUTH 80°32'02" WEST, ALONG SAID WATERS EDGE, 15.37 FEET; THENCE NORTH 03°08'52" EAST, 125.51 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CLYDE HIGGINBOTHAM ROAD, A 30 FOOT RIGHT OF INGRESS AND EGRESS PER DEED; THENCE SOUTH 87°36'35" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, 15.00 FEET TO AN INTERSECTION WITH SAID WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2165, PAGE 1492; THENCE SOUTH 03°08'52" WEST, ALONG SAID WESTERLY BOUNDARY, 13.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,859 SQUARE FEET (0.04 ACRES), MORE OR LESS.



## Exhibit "B"

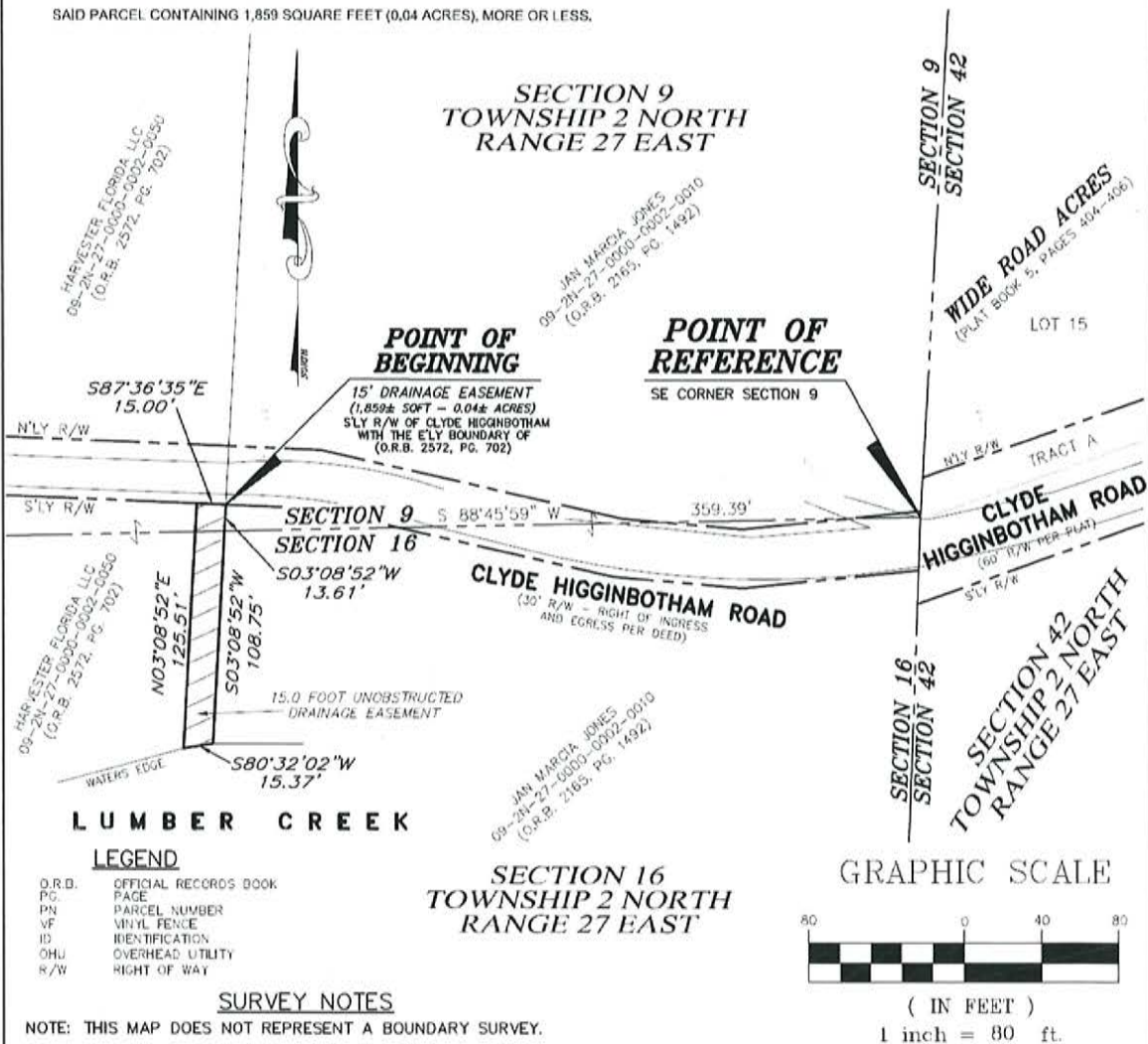
**MAP SHOWING A SKETCH AND DESCRIPTION OF:**

(15.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT)

A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2572, PAGE 702, OF PUBLIC RECORDS NASSAU COUNTY, FLORIDA, LYING IN SECTIONS 9 AND 16, TOWNSHIP 2 NORTH, RANGE 27 EAST, SAID NASSAU COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHEAST CORNER OF SAID SECTION 16, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE SOUTH 88°45'59" WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 9, A DISTANCE OF 359.39 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2165, PAGE 1492, SAID PUBLIC RECORDS, AND THE POINT OF BEGINNING; THENCE SOUTH 03°08'52" WEST, ALONG SAID WESTERLY BOUNDARY, 108.75 FEET TO THE WATERS EDGE OF LUMBER CREEK; THENCE SOUTH 80°32'02" WEST, ALONG SAID WATERS EDGE, 15.37 FEET; THENCE NORTH 03°08'52" EAST, 125.51 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF CLYDE HIGGINBOTHAM ROAD, A 30 FOOT RIGHT OF INGRESS AND EGRESS PER DEED; THENCE SOUTH 87°36'35" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY, 15.00 FEET TO AN INTERSECTION WITH SAID WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2165, PAGE 1492; THENCE SOUTH 03°08'52" WEST, ALONG SAID WESTERLY BOUNDARY, 13.61 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,859 SQUARE FEET (0.04 ACRES), MORE OR LESS.



FOR: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

**ARC SURVEYING & MAPPING, INC.**

5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904-384-8377  
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JKM	03/11/25	--	24-251

A-24-251