

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

Inst: 202545012854 Date: 05/02/2025 Time: 1:49PM  
Page 1 of 6 B: 2785 P: 431, Doc Type: EAS  
Mitch L. Keiter, Clerk of Court, Nassau County,  
By: RG, Deputy Clerk

CS-24-338

### **GRANT OF DRAINAGE EASEMENT**

THIS EASEMENT executed and given this 26<sup>th</sup> day of March, 2025 by **AMANDA TRAVER**, a married woman and **JOHNNY FREEMAN**, a married man, as joint tenants with the right of survivorship, whose mailing address is 54169 Catherine Avenue, Callahan, Florida 32011, 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 1290, Page 1434, parcel ID 37-1N-25-296C-0066-0000 (the "Subject Property"); and

**WHEREAS**, the Subject Property contains the non-exclusive permanent easement granted herein and more particularly described in **Exhibit "A"** 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

Signed, sealed and delivered in the presence of:

By: Amanda Traver  
AMANDA TRAVER

Witness:

Print:

Address:

Witness:

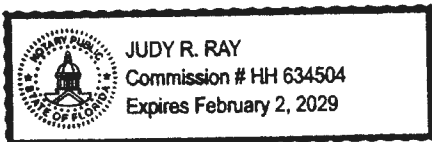
Print:

Address:

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of MARCH, 2025, by AMANDA TRAVER, who ☐ is personally known to me or who ☒ has produced FDL T66-00680867-0 as identification.



Print Name Judy Ray  
Notary Public, State of Florida  
Commission # HH 634504  
My Commission Expires: 2-2-29

Signed, sealed and delivered in the presence of:

Witness: [Signature]

Print: Thomas L Kirkland

Address: 175~~th~~ Bay Rd  
Holland FL 32046

Witness: [Signature]

Print: Katie Peay

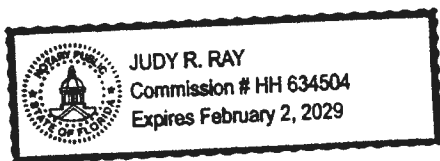
Address: 95275 Snapdragon Dr.  
Fernandina Beach, FL 32034

GRANTOR

By: [Signature]  
JOHNNY FREEMAN

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of MARCH, 2025, by JOHNNY FREEMAN, who ☐ is personally known to me or who ☒ has produced FLD FL55-428 55-520 as identification.



[Signature]  
Print Name Judy Ray  
Notary Public, State of Florida  
Commission # HH 634504  
My Commission Expires: 2-2-29

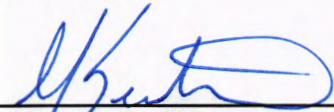
**ACCEPTANCE**

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



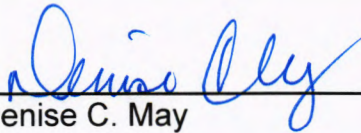
A.M. HUPPMANN  
Its: Chairman

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**

(54169 CATHERINE AVENUE, CALLAHAN FL 32011)

15.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT

THE WESTERLY 15 FEET OF LOT 66, LEE STONER SHORES, UNIT 3 (UNRECORDED) OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, LYING IN THE S.A. OGILVIE ESTATE IN THE WILLIAM GIBSON GRANT, SECTION 37, TOWNSHIP 1 NORTH, RANGE 25 EAST, SAID NASSAU COUNTY, FLORIDA.

CONTAINING 5,373 SQUARE FEET (0.12 ACRES MORE OR LESS).