

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: 202545012853 Date: 05/02/2025 Time: 1:49PM
Page 1 of 5 B: 2785 P: 426, Doc Type: EAS
Mitch L. Keiter, Clerk of Court, Nassau County,
By: RG, Deputy Clerk

CS-24-339

GRANT OF DRAINAGE EASEMENT

THIS EASEMENT executed and given this 28 day of April, 2025 by **GEORGE M WILSON, an individual**, whose mailing address is 54143 Catherine Street, 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 144, Page 531, parcel ID 37-1N-25-296C-0067-0000 (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:

GEORGE M. WILSON

Witness: Janet Kirkland

Print: Janet L. Kirkland

Address: 17588 Bay Rd
Hilland FL 32046

Witness: Katie Peay

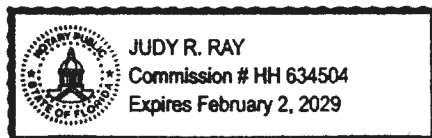
Print: Katie Peay

Address: 95275 Snapdragon Rd
Fernandina Beach, FL 32034

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 GEORGE M. WILSON, who ☐ is personally known to me or who ☒ has produced FLDL W425313-44-211-0 as identification.



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

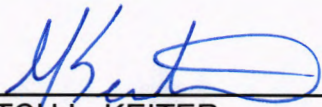
ACCEPTANCE

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



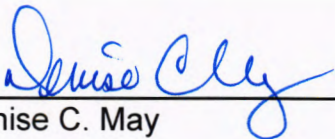
A.M. HUPPMANN
Its: Chairman

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

(54143 CATHERINE AVENUE, CALLAHAN FL 32011)

15.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT

THE EASTERLY 15 FEET OF LOT 67, 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).