

Inst: 202545025927 Date: 08/25/2025 Time: 3:37PM
Page 1 of 6 B: 2811 P: 537, Doc Type: EAS
Mitch L. Kelter, Clerk of Court, Nassau County.
By: NW, Deputy Clerk
Doc Stamp-Deed: 0.70

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 24 day of JULY,
2025 by, **MASON AND MAGNOLIA, LLC**, a Florida limited liability company, whose
mailing address is 37242 Lee Street, Hilliard, Florida 32046, 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 2684, Page 883 of the public records of Nassau County, Florida, also
commonly known as parcel ID **38-3N-28-0000-0012-0150** located at 96247 Durden Rd, Yulee,
FL 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, effective as of the day and year first above written.

GRANTOR

MASON AND MAGNOLIA LLC

Signed, sealed and delivered in the presence of:

By: *[Signature]*

Print Name: SARAH ROBERTSON BUCHANAN

Its: OWNER

Witness: *[Signature]*

Print: Ethan E. Shiver

Address: 1400 S. 13th Street
Fernandina Beach, FL 32034

Witness: *[Signature]*

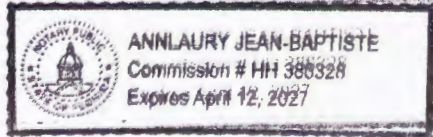
Print: Alyssa Bedwell

Address: 1900 S 14th St
Fernandina FL, 32034

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of July, 2025 by Sarah R Buchanan as Owner for MASON AND MAGNOLIA, LLC who ☐ is personally known to me or who ☒ has produced FLDL as identification.

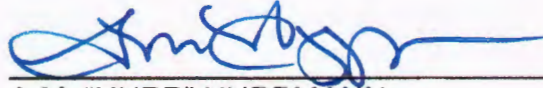
[Signature]
Print Name Annlaury Jean Baptiste
Notary Public, State of Florida
Commission # HH 386328
My Commission Expires: 4/12/2027



ACCEPTANCE

GRANTEE

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA



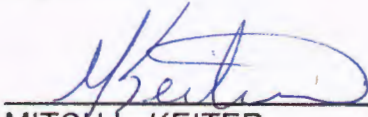
A.M. "HUPP" HUPPMANN

Its: Chairman

Date: _____

AUG 20 2025

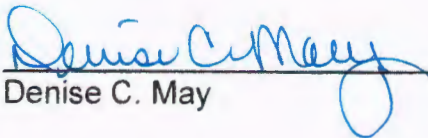
Attest as to Chair's
Signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



Denise C. May

Exhibit "A"

Legal Description

10.0 FOOT DRAINAGE EASEMENT

THE WESTERLY 10.0 FEET OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2684, PAGE 883, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, LYING IN A SECTION 38, TOWNSHIP 3 NORTH, RANGE 28 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 38; THENCE NORTH 87°31'00" EAST, ALONG THE NORTHERLY LINE OF SAID SECTION 38, A DISTANCE OF 299.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD C-107, (BEING A 100.00 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 01°47'00" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 562.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF DURDEN ROAD, (BEING A 32.0 FOOT WIDE RIGHT OF WAY); THENCE NORTH 87°09'00" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1031.03 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING, CONTINUE NORTH 87°09'00" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 10.04 FEET; THENCE SOUTH 02°27'07" WEST, 49.97 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2167, PAGE 162, OF SAID PUBLIC RECORDS; THENCE SOUTH 86°58'49" WEST, ALONG SAID NORTHERLY LINE, 10.05 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1018, PAGE 765, SAID PUBLIC RECORDS; THENCE NORTH 02°27'07" EAST, ALONG SAID EASTERLY LINE, 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 500 SQUARE FEET (0.01 ACRES MORE OR LESS).

MAP SHOWING A SKETCH AND DESCRIPTION OF:
(10.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT)

CONTAINING 500 SQUARE FEET (0.01 ACRES MORE OR LESS)

