

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: 202545027876 Date: 09/12/2025 Time: 11:13AM
Page 1 of 5 B: 2815 P: 959, Doc Type: EAS
Mitch L. Keiter, Clerk of Court, Nassau County,
By: BM, Deputy Clerk
Doc Stamp-Deed: 0.70

CS-24-541

GRANT OF DRAINAGE EASEMENT

THIS EASEMENT executed and given this 27th day of July,
20 25 by **CALVARY CHAPEL CHURCH OF GOD, INCORPORATED**, a Florida Non
Profit Corporation, whose mailing address is P.O. Box 26446, Jacksonville, Florida 32226,
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 2648, Page 1172, parcel ID 37-1N-25-0000-0005-0110 (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

**CALVARY CHAPEL CHURCH OF GOD,
INCORPORATED**

Signed, sealed and delivered in the presence of:

Witness: Timothy Nichye

Print: Timothy Nichye

Address: 11254 Old Kings Rd
Jacksonville FL 32219

Witness: Jennifer Erixton

Print: Jennifer Erixton

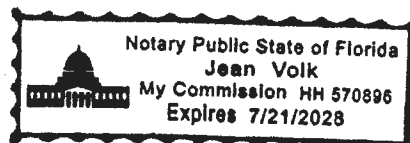
Address: 7501 Plummer Rd
Jacksonville FL 32219

By: Ray Pringle
Name: Ray Pringle
Its: President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of July, 2025, by Ray Pringle, the President of CALVARY CHAPEL CHURCH OF GOD, INCORPORATED, on behalf of the corporation, who ☐ is personally known to me or who ☐ has produced _____ as identification.

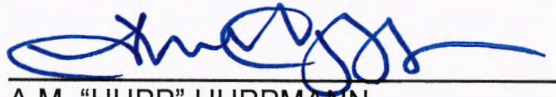
Jean Volk
Print Name Jean Volk
Notary Public, State of Florida
Commission # HH 570896
My Commission Expires: 7-21-28



ACCEPTANCE

GRANTEE

BOARD OF COUNTY COMMISSIONERS
OF NASSAU COUNTY, FLORIDA

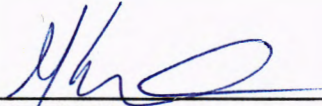


A.M. "HUPP" HUPPMANN

Its: Chairman

Date: 9/8/2025

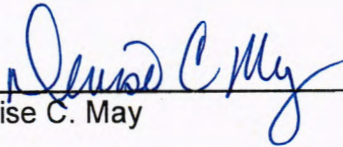
Attest as to Chair's
Signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



Denise C. May

(0 CYNTHIA AVENUE, CALLAHAN FL 32011)

30.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT

A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2648, PAGE 1172, AS PARCEL 2, 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 COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2648, PAGE 1172, AS PARCEL 2, SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE EASTERLY RIGHT OF WAY LINE OF CYNTHIA AVENUE, A 60 FOOT WIDE RIGHT OF WAY, THENCE SOUTH 00°47'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE, SOUTH 00°47'00" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 30.00 FEET; THENCE SOUTH 88°30'30" EAST, 300.00 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2648, PAGE 1172, AS PARCEL 1, SAID PUBLIC RECORDS; THENCE NORTH 00°47'00" EAST, ALONG SAID WESTERLY BOUNDARY, 30.00 FEET; THENCE NORTH 88°30'30" WEST, 300.00 FEET TO AN INTERSECTION WITH SAID EASTERLY RIGHT OF WAY LINE OF CYNTHIA AVENUE, AND THE POINT OF BEGINNING.

CONTAINING 9,000 SQUARE FEET (0.21 ACRES MORE OR LESS).