

This instrument was prepared under the supervision and direction of Nassau County Attorney's Office, 96135 Nassau Place, Yulee, FL 32097

Inst: 2022-45006075 Date: 02/17/2022 Time: 10:46AM
Page 1 of 6 B: 2539 P: 1878, Doc Type: EAS
John A. Crawford, Clerk of Court, Nassau County,
By: CS, Deputy Clerk



GRANT OF DRAINAGE EASEMENT

THIS EASEMENT executed and given this 13th day of December, 2021 by **DAVID LEE**, 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, Yulee, Florida, 32097, hereinafter called "GRANTEE."

WHEREAS, Grantor is the owner of certain lands as more particularly described in the Official Records Book 2112, Page 1536 (the "Subject Property"); and

WHEREAS, a non-exclusive permanent easement 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, his 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 overland, 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.

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 adjacent property owned by GRANTOR.

2. 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. Grantor acknowledges that this Grant of Easement affects their legal rights and property. Grantor further acknowledges that they have been given ample time to consult with

an attorney of their choice with respect to the terms herein and freely grant this drainage Easement.

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

8. 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.

ACCEPTANCE

BOARD OF COUNTY COMMISSIONERS

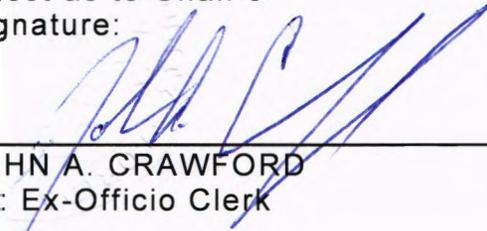
NASSAU COUNTY, FLORIDA



Thomas R. Ford

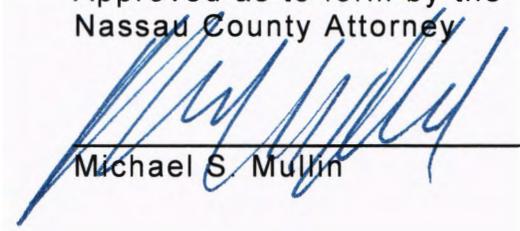
Its: Chairman

Attest as to Chair's
Signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



Michael S. Mullin

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

By: [Signature]

Print: DAVID A. LEE

Title: _____

Signed, sealed and delivered in the presence of:

Witness: [Signature]

Print: HEATHER NAZWORTH

Witness: [Signature]

Print: LAURA M. BUTLER

STATE OF Florida
COUNTY OF NASSAU

I HEREBY CERTIFY that on this day, personally appeared before me, by means of physical presence or online notarization, _____, who is personally known to me or who has produced FLDL as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 15th day of February, 2022.



HEATHER NAZWORTH
Notary Public, State of Florida
My Comm. Expires December 28, 2025
Commission No. HH 212240

[Signature]
Notary Public, State of Florida

EXHIBIT "A"
EASEMENT AREA

MAP SHOWING SKETCH & DESCRIPTION OF

PROPOSED 15' EASEMENT

Being a portion of those lands described and recorded in Official Records Book 2112, Page 1536, of the Public Records of Nassau County, lying in Section 28, Township 3 South, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

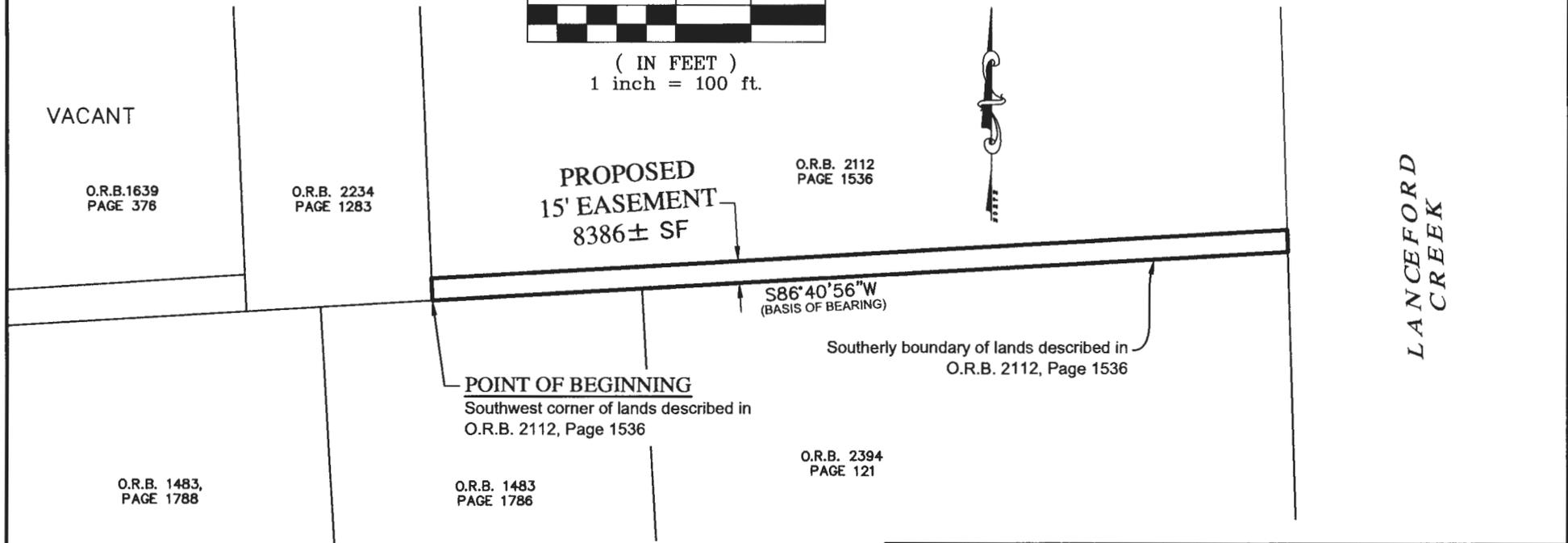
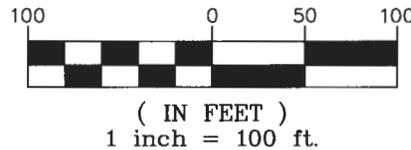
The Southerly 15 feet of said lands, being parallel from the southerly boundary thereof.

Containing 8638 square feet, more or less.

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2112, PAGE 1536, OF THE PUBLIC RECORDS OF NASSAU COUNTY, LYING IN SECTION 28, TOWNSHIP 3 SOUTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA HAVING A GRID BEARING OF S.86°40'56"W.
2. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT.
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF TITLE COMMITMENT.
4. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GRAPHIC SCALE



THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODES.

JOHN K. MAFFETT
 Florida Registration Certificate No. 6951
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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.
MAS	7/29/21	----	21-139