

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 12th day of May, 2025 by, **H. NEIL AND PAMELA R. HELTON, husband and wife** whose mailing address is 1726 Sterling Court, Fernandina Beach, Florida 32034, 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 618, Page 54 of the public records of Nassau County, Florida, also commonly known as parcel ID **00-00-30-021N-0008-0000** (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 as of the day and year first above written.

GRANTOR

Signed, sealed and delivered in the presence of:

By: H. Neil Helton
H. NEIL HELTON

Witness: Heather Massey

Print: Heather Massey

Address: 110 Lexington Ln
Kingsland, GA. 31548

Witness: Stephanie Kingery

Print: Stephanie L. Kingery

Address: 94905 Palm Pointe Dr. S
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 14th day of April, 2025, by H. NEIL HELTON, who is personally known to me or who has produced _____ as identification.

Stephanie L. Kingery
Print Name _____
Notary Public, State of Florida
Commission # _____
My Commission Expires: _____



GRANTOR

Signed, sealed and delivered in the presence of:

By: *Pamela R Helton*
PAMELA R. HELTON

Witness: *Heather Massey*

Print: *Heather Massey*

Address: *110 Lexington Ln*
Kenosha WI 53148

Witness: *Stephanie L Kingery*

Print: *Stephanie L Kingery*

Address: *94905 Palm Pointe Dr S*
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 *14th* day of *April*, 2025, by PAMELA R. HELTON, who is personally known to me or who has produced _____ as identification.

Stephanie L Kingery

Print Name _____
Notary Public, State of Florida
Commission # _____
My Commission Expires: _____



ACCEPTANCE

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



A.M. "HUPP" HUPPMAN

Its: Chairman

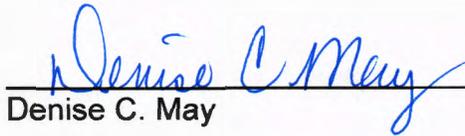
Attest as to Chair's
Signature:



MITCH L. KEITER

Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



Denise C. May

Exhibit "A"

Legal Description

THE EASTERLY 15 FEET OF LOT 8, EGANS BLUFF NORTH, AS RECORDED IN PLAT BOOK 5, PAGE 272, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY CORNER OF SAID LOT 8, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STERLING LANE, A 60 FOOT WIDE RIGHT-OF-WAY; THENCE SOUTH 59°30'12" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY 15.00 FEET; THENCE SOUTH 30°29'48" EAST, 133.03 FEET TO THE NORTHERLY BOUNDARY OF LOT 9, SAID EGANS BLUFF NORTH; THENCE NORTH 84°24'17" EAST, ALONG SAID NORTHERLY BOUNDARY, 9.57 FEET TO THE WESTERLY BOUNDARY OF LOT 29, TIDE WATER AT OCEAN REACH UNIT 1, AS RECORDED IN PLAT BOOK 6, PAGE 46, SAID PUBLIC RECORDS. THENCE NORTH 05°35'43" WEST, ALONG SAID WESTERLY BOUNDARY, 15.00 FEET TO THE SOUTHERLY CORNER OF LOT 7, SAID EGANS BLUFF NORTH; THENCE NORTH 30°29'48" WEST, ALONG THE WESTERLY BOUNDARY OF SAID LOT 7, A DISTANCE OF 123.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,996 SQUARE FEET (0.05 ACRES, MORE OR LESS).

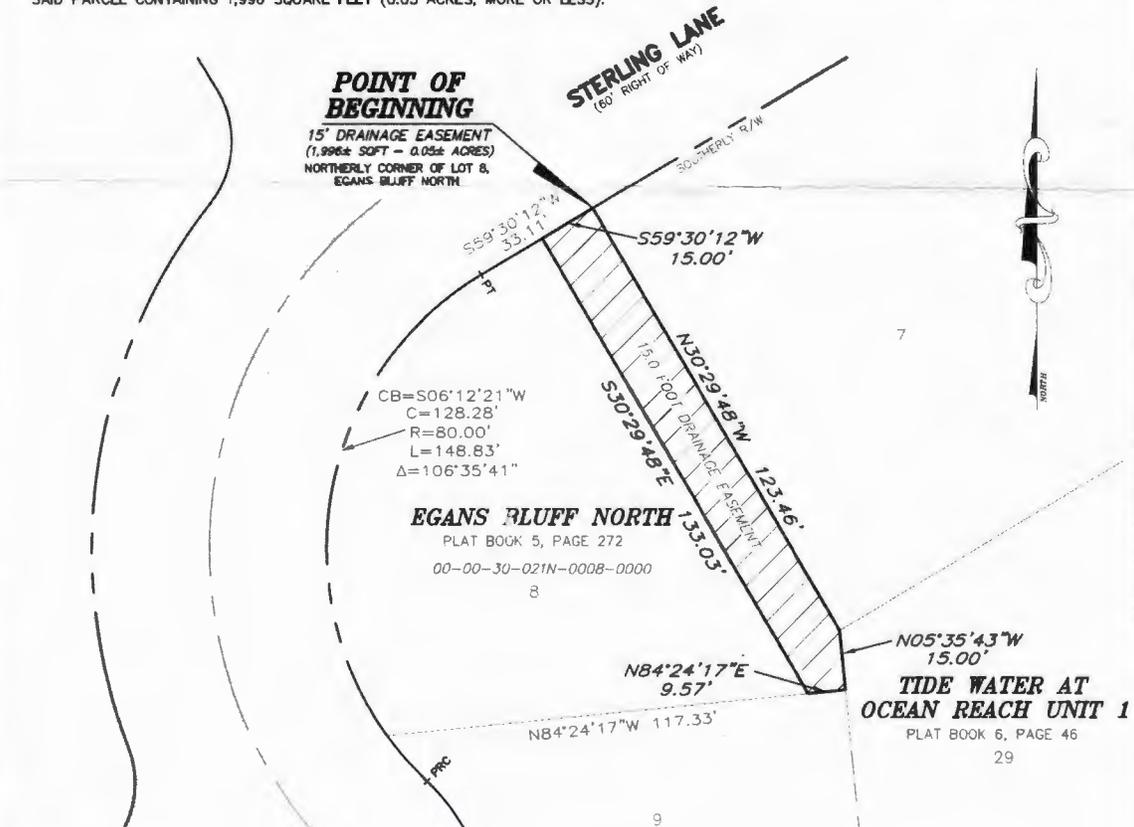
Exhibit "B"

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

THE EASTERLY 15 FEET OF LOT 8, EGANS BLUFF NORTH, AS RECORDED IN PLAT BOOK 5, PAGE 272, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY CORNER OF SAID LOT 8, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STERLING LANE, A 60 FOOT WIDE RIGHT-OF-WAY; THENCE SOUTH 59°30'12" WEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY 15.00 FEET; THENCE SOUTH 30°29'48" EAST, 133.03 FEET TO THE NORTHERLY BOUNDARY OF LOT 9, SAID EGANS BLUFF NORTH; THENCE NORTH 84°24'17" EAST, ALONG SAID NORTHERLY BOUNDARY, 9.57 FEET TO THE WESTERLY BOUNDARY OF LOT 29, TIDE WATER AT OCEAN REACH UNIT 1, AS RECORDED IN PLAT BOOK 6, PAGE 46, SAID PUBLIC RECORDS. THENCE NORTH 05°35'43" WEST, ALONG SAID WESTERLY BOUNDARY, 15.00 FEET TO THE SOUTHERLY CORNER OF LOT 7, SAID EGANS BLUFF NORTH; THENCE NORTH 30°29'48" WEST, ALONG THE WESTERLY BOUNDARY OF SAID LOT 7, A DISTANCE OF 123.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,996 SQUARE FEET (0.05 ACRES, MORE OR LESS).



LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- PG. PAGE
- PID PARCEL IDENTIFICATION
- VF VINYL FENCE
- ID IDENTIFICATION
- OHU OVERHEAD UTILITY
- CB CHORD BEARING
- C CHORD LENGTH
- R RADIUS
- L ARC LENGTH

GRAPHIC SCALE



(IN FEET)
 1 inch = 40 ft.

SURVEY NOTES

NOTE: THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

1. BEARINGS SHOWN HEREON ARE BASED ON SOUTHERLY RIGHT OF WAY LINE OF STERLING LANE, AS BEING S 59°30'12" W (PER PLAT).
2. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND IN TENTHS AND ARE BASED ON THE U.S. SURVEY FOOT
3. A TITLE COMMITMENT HAS NOT BEEN PROVIDED.
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.

JOHN K. MAFFETT
 Florida Registration Certificate No. 6951
 NOT VALID WITHOUT EMBOSSED SEAL.

FOR: NASSAU COUNTY COUNTY COMMISSIONERS

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.
JKM	01/15/25	--	24-247