

This instrument prepared by:
Mills Creek Preserve, LLC
20725 SW 46th Avenue
Newberry, FL. 32669

GRANT OF EASEMENT AND
PERPETUAL MAINTENANCE AGREEMENT

THIS EASEMENT AGREEMENT dated this ____ day of _____, _____, by
and between **MILLS CREEK PRESERVE, LLC** hereinafter referred to as "Grantors", and the
BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision
of the state of Florida, hereinafter referred to as the "County".

WHEREAS Grantors are the owners of certain lands more fully described in Exhibit "A"
attached hereto (the "Subject Property"); and

WHEREAS Grantors desire to convey to the County a 15 foot wide Easement for ingress
and egress in emergency circumstances for maintenance drainage of storm water runoff, which
Easement Area more particularly described in Exhibit "B" attached hereto; and

WHEREAS the Easement Area is to accommodate runoff in existing outfall on the
Subject Property and an existing prescriptive interest in said lands pursuant thereto; and

WHEREAS the Grantor shall construct the necessary improvements on The Easement
Area to accommodate drainage of storm water runoff.

WHEREAS the utilization of the easement area serves a public purpose.

FOR and IN CONSIDERATION of the mutual covenants and agreements

hereinafter contained, the parties hereto agree as follows:

1. Grantor hereby dedicates to the County for public use a non-exclusive perpetual drainage easement in, over, under, upon, and through the Easement Area fully described in Exhibit "B" attached hereto.
2. The Grantor shall and is permitted to construct and maintain all necessary improvements lying within the Easement Area subject to approval by the County Engineer. In emergency circumstances, as determined by the County Engineer, the County shall enter upon the Easement Area to maintain drainage during the emergency.
3. In the event any maintenance performed by the County damages the surface area of the Easement Area, as agreed by the parties, the County will pay for or make repairs to restore the surface area, which shall be completed in workmanlike manner.
4. This Agreement shall run with title to the Subject Property and shall be binding on the Grantors' successors, assigns, and heirs. This Agreement shall inure to the benefit of the County, its successors and assigns.
5. This Agreement shall be recorded in the public records of Nassau County, Florida.
6. This Agreement is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in Nassau County, Florida.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

Chairperson

Print Name

Date

Attest to Chair's Signature:

Witness

Print Name

Date

**Approved to as form by the
Nassau County Attorney**

Mike Mullin

Print Name

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Typed Name: _____

Commission Expires: _____

Commission No.: _____

"GRANTORS"

Mills Creek Preserve, LLC

Stefan M. Davis

Title/Position

Date

Witness

Print Name

Date

Witness

Print Name

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

Typed Name: _____

Commission Expires: _____

Commission No.: _____

LEGAL DESCRIPTION



DATE: 12-02-2020

PROJECT NAME: MILLS CREEK PRESERVE, LLC

PROJECT NO: 17-0279

DESCRIPTION FOR: DRAINAGE EASEMENT

A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2361, PAGE 231 IN THE PUBLIC RECORDS OF NASSAU COUNTY, LYING IN SECTION 12, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT, STAMPED FLORIDA DEPARTMENT OF TRANSPORTATION, AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 12, SOUTH 88°56'55" WEST, A DISTANCE OF 431.25 FEET TO A 4" X 4" CONCRETE MONUMENT, NO IDENTIFICATION, LYING ON THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 95; THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE OF SECTION 12, SOUTH 88°55'42" WEST, A DISTANCE OF 698.97 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SEMPER FI DRIVE, A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 256.23 FEET; THENCE SOUTHEASTERLY, DEPARTING SAID NORTH BOUNDARY LINE OF SECTION 12, ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A TOTAL CENTRAL ANGLE OF 00°07'57", AN ARC LENGTH OF 0.59 FEET TO THE POINT OF BEGINNING, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64°19'21" EAST, 0.59 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 256.23 FEET, THROUGH A TOTAL CENTRAL ANGLE OF 03°21'37", AN ARC LENGTH OF 15.03 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°04'08" EAST, 15.03 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 27°15'27" WEST, A DISTANCE OF 76.75 FEET; THENCE SOUTH 62°44'33" EAST, A DISTANCE OF 44.51 FEET; THENCE SOUTH 54°20'15" WEST, A DISTANCE OF 48.71 FEET TO THE EASTERLY BOUNDARY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2256, PAGE 134 SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY BOUNDARY LINE NORTH 40°22'43" WEST, A DISTANCE OF 55.73 FEET; THENCE SAID EASTERLY BOUNDARY LINE NORTH 27°15'27" EAST, A DISTANCE OF 16.70 FEET; THENCE SOUTH 62°44'33" EAST, A DISTANCE OF 14.21 FEET; THENCE NORTH 27°15'27" EAST, A DISTANCE OF 81.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,236 SQUARE FEET, MORE OR LESS.

**ALL AS SHOWN ON THE MAP
ATTACHED HERewith AND MADE
A PART HEREOF**