

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 19th day of October, 2021 by **ENCLAVE PHASE II PARTNERS, LLC**, a Florida limited liability company, managed by Artisan Homes, LLC, a Florida limited liability company, managed by Forum Capital Partners, LLC, a Florida limited liability company, with an address of 9995 Gate Parkway North, Suite 400, Jacksonville, FL 32246, hereinafter called "Grantor" to the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097, on behalf of Nassau-Amelia Utilities, hereinafter called "Grantee".

### WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee an exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and gravity sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property legally described on Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is legally described on the attached, and incorporated in Exhibit A and B (Ingress/Egress Area).** This easement is for water and/or sewer utility services only and does not convey any right to install other utilities including, but not limited to, cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, his 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 the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee and not inconsistent with Grantee's use.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) 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. (a) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole" but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or 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 utility lines or equipment. To the extent



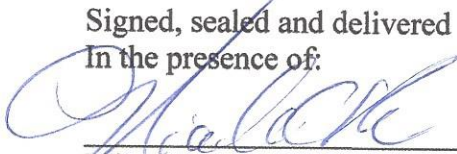
permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.



Signed, sealed and delivered  
In the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Print Name

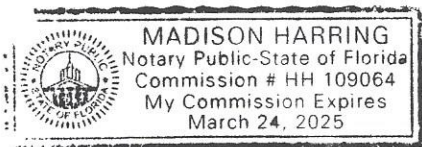
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Print Name

By:   
Its: 

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 2021, by Timothy Ritch who is personally known to me or has produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public

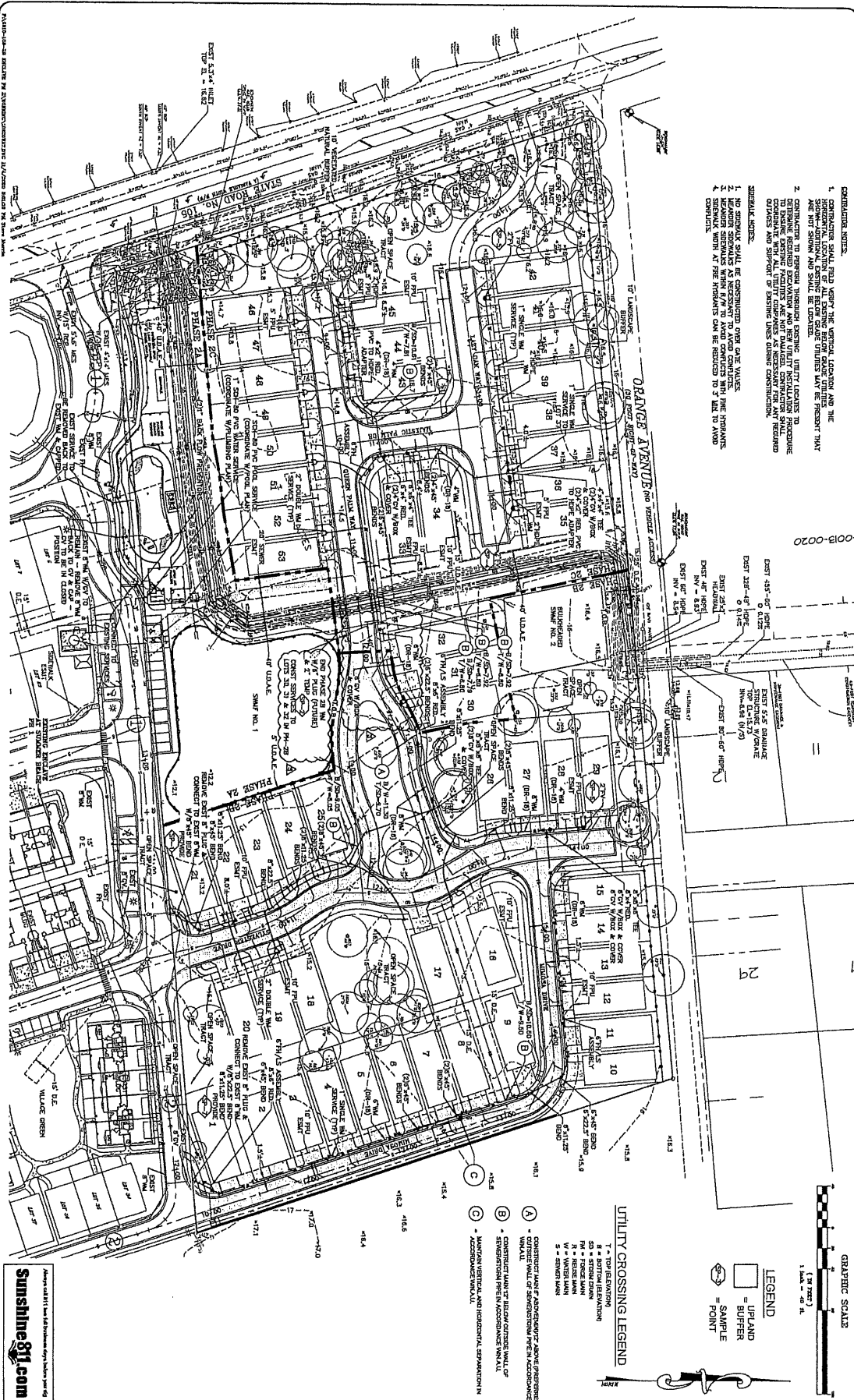
EXHIBIT "A"

EASEMENT AREA

"Queen Palm Way", "Majestic Palm Way", "Lazy Oak Way", as shown on the recorded plat of Enclave at Summer Beach Phase Two-C, as recorded in Plat Book 2490, Pages 1180 through 1182 .

EXHIBIT "B"

INGRESS/EGRESS AREA



- CONSTRUCTION NOTES:**
1. CONSTRUCTION SHALL VERIFY THE VERTICAL LOCATION AND THE HORIZONTAL LOCATION OF ALL EXISTING BELOW GROUND UTILITIES ARE NOT SHOWN AND SHALL BE LOCATED.
  2. CONSTRUCTION TO PERFORM THROUGH EXISTING UTILITY LOCATIONS TO BE DONE WITH CARE TO AVOID DAMAGE TO EXISTING UTILITIES. CONSTRUCTION SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES PRIOR TO CONSTRUCTION.
  3. NO STRUCTURE SHALL BE CONSTRUCTED OVER OPEN WATER.
  4. MEASURING STAKEWAYS WITHIN 4' TO AVOID CONFLICTS WITH THE HIGHWAYS. MEASURING STAKEWAYS WITHIN 4' TO AVOID CONFLICTS WITH THE HIGHWAYS. MEASURING STAKEWAYS WITHIN 4' TO AVOID CONFLICTS WITH THE HIGHWAYS.

NO.	DATE	DESCRIPTION	BY
1	11/11/20	DESIGNED BY: SA/SS/NS/NE	BY:
2	11/11/20	CHECKED BY: V. DUNN	BY:
3	11/11/20	SCALE: 1" = 40'	BY:
4	11/11/20	DATE: November 4, 2020	BY:
5	11/11/20	PROJECT NO.: 0610-108-20	BY:

**Dunn & Associates, Inc.**  
CIVIL ENGINEERS / LAND PLANNERS  
8447 Bayside Drive, Suite 200  
Naples, FL 34109  
Phone: (813) 333-8918 Fax: (813) 333-8917  
www.dunnandassociates.com

**ENCLAVE @ SUMMER BEACH PH 2**  
FOR:  
ENCLAVE PHASE II PARTNERS, LLC  
NASSAU COUNTY, FLORIDA  
WATER MAIN PLAN

**Sheet No. 11 of 28**  
**W-1**  
DWG. NO.

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