

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 12 day of August, 2022 by Scott Road Partners, LLC, with an address of 9995 Gate Parkway N. 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 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 over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water 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 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. 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.

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.

{The rest of this page intentionally left blank}

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:

SCOTT ROAD PARTNERS, LLC

Jeff W. M. 80
Witness

By: [Signature]
Its: Tim Ritch

Jeff W. M. 80
Print Name
[Signature]
Witness
Nicole C Pierce
Print Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 12th day of August, 2022, by Tim Ritch who is personally known to me or has produced N/A as identification.

[Signature]
Notary Public

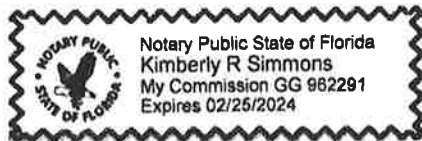


EXHIBIT "A"

EASEMENT AREA

All of the lands lying within the right-of-way of Avenida Amelia Way according to the plat of Avenida Amelia as recorded in Plat Book 2539 Page 1599, et. Seq. of the public records of Nassau County, Florida.



BILL OF SALE
UTILITY IMPROVEMENTS
for



AVENIDA AMELIA

Scott Road Partners LLC, 9995 Gate Parkway N STE #400, Jacksonville, FL 32246, (the "Seller") for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida on behalf of Nassau-Amelia Utilities, the following personal property:

367 LF of 6" PVC, 261 LF of 2" PVC, 1 fire hydrant, 1 6" tapping valve, 1 6" gate valve, 1 10"x6" tapping sleeve, 4 6" 45 bends, 1 6" 11.25 bend, 1 6" 90 bend, 1 6"x6" tee, 1 6"x2" reducer, and 1 2" flushing hydrant.

The Seller does, for itself and its successors and assigns, covenant to and with Nassau-Amelia Utilities and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has the legal authority to transfer the personal property to the Board of County Commissioners; and that it will warrant and defend the sale of the personal property against the all lawful claims and demands of all persons; and Seller hereby indemnifies the Board of County Commissioners as to any claims by third parties to the property and said indemnification included attorneys' fees.

IN WITNESS WHEREOF, the Seller has caused this instrument to be duly executed and delivered by its duly authorized officer on this 26 of May, 2022

WITNESSES:

Kimberly Simmons
Witness Signature

Kimberly Simmons
Print Witness Name

J. S. White
Witness Signature

J. S. WHITE
Print Witness Name

OWNER:

[Signature]
Owner's Signature

Tim Ritz
Print Owner's Name

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 26th day of May, 2022, by Tim Ritch who is personally known to me or has produced _____ as identification.

Kimberly R Simmons
Notary Public



Nassau-Amelia Utilities

Asset Management Schedule of Values



Project Name: AVENIDA AMELIA
Contractor: JAX UTILITIES MANAGEMENT, INC.
Developer: SCOTT ROAD PARTNERS, LLC

	UNIT	QUANTITY	UNIT COST	TOTAL COST
Water Mains (Size, Type & Pipe Class)				
6" DR 18	LF	367	\$ 55.00	\$ 20,185.00
2" DR 9 POLY	LF	261	\$ 22.00	\$ 5,742.00
	LF		\$ -	\$ -
	LF		\$ -	\$ -
	LF		\$ -	\$ -
Water Valves (Size and Type)				
6" TAPPING VALVE	Ea	1	\$ 3,000.00	\$ 3,000.00
6" GATE VALVE	Ea	1	\$ 1,473.00	\$ 1,473.00
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
	Ea		\$ -	\$ -
Hydrants Assembly (Size and Type)				
FIRE HYDRANT	Ea	1	\$ 2,800.00	\$ 2,800.00
2" FLUSHING HYDRANT	Ea	1	\$ 1,800.00	\$ 1,800.00
			\$ -	\$ -
Sevices (Size and Type)				
2" IRRIGATION SERVICE	Ea	1	\$ 1,800.00	\$ 1,800.00
1" SERVICE	Ea	7	\$ 900.00	\$ 6,300.00
	Ea		\$ -	\$ -
			\$ -	\$ -
Total Water System Cost				\$ 43,100.00