

This instrument prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, FL 32202

CM3603

RE Parcel #: 42-2N-27-0000-0001-0120

DRAWDOWN EASEMENT AGREEMENT

This DRAWDOWN EASEMENT AGREEMENT ("Agreement") is made effective this _____ day of _____, 202__, by and between **JEA**, a body politic and corporate, whose mailing address is 225 North Pearl Street, Jacksonville, Florida 32202 (the "Grantor"), and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, having an address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (the "Grantee") (collectively, the "Parties").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land described in Exhibit "A" attached hereto and incorporated herein (the "Drawdown Property"); and

WHEREAS, the Parties desire to create a drawdown easement to address impacts to a wetland on the Drawdown Property associated with Grantee's construction and operation of the stormwater management system authorized by St. Johns River Water Management District permit no. IND-089-118853-6 that will lower the water table on Grantor's land.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the Parties hereby agree as follows:

1. Grantor hereby bargains, sells, grants, and conveys to Grantee, and its successors and assigns, for the benefit of and as an appurtenance to the Pond Property, a perpetual, non-exclusive right, privilege and easement upon, over, under, and across the Drawdown Property to drawdown the existing water table on Grantor's land.

2. This Drawdown Easement Agreement and the easements, restrictions, rights, obligations, and liabilities created hereby, shall be perpetual, shall be appurtenant to and run with title to the land affected hereby, and shall be binding upon and inure to the benefit of the parties hereto and the respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the property described herein and all persons claiming under them.

3. No modification or alteration shall be made to this Agreement without the prior written approval of the St. Johns River Water Management District.

4. Grantee shall not install any permanent improvements within the Drawdown Property without the prior written consent of the Grantor. Grantor reserves the right to use, landscape, and make other improvements to the Drawdown Property (and to maintain, replace, and repair the same), provided that Grantor's use of the Drawdown Property shall not unreasonably interfere with the Grantee's drawdown rights under this Agreement and Grantor obtains and complies with any necessary permits from the St. Johns River Water Management District and any other required federal, state, and local authorization, law, rule, or ordinance.

5. The Grantee agrees to comply with all applicable laws, rules, regulations, permits and approvals, with respect to its use of the Drawdown Property.

6. To the extent provided by law, Grantee shall indemnify, defend, and hold harmless the Grantor against any actions, claims, or damages arising out of, relating to, or resulting from the negligent or wrongful act(s) of Grantee, or any of its officers, agents, or employees, acting within the scope of the office or employment, in connection with the rights granted to or exercised by Grantee pursuant to this Agreement, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Grantee's or Grantor's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by Grantee to indemnify Grantor for the negligent acts or omissions of the Grantor, its officers, agents, or employees, or for the acts of third parties.

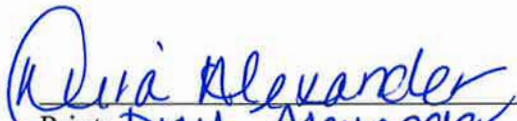
7. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

8. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service (e.g., Federal Express or UPS), to the other party, at the address set forth in the first paragraph of this Agreement, or such other address as the Parties may specify by notice to the other party from time-to-time.

9. This Agreement may be modified by all Parties hereto or the successor owner(s) of Drawdown Property, and with the consent of the St. Johns River Water Management District pursuant to Section 3 above.

IN WITNESS WHEREOF, this Drawdown Easement Agreement is made this ____ day of _____, 202__.

WITNESSES:


Print: DINA Alexander

Witness #1 Address:

JEA
285 N. Pearl St.
Jacksonville, FL 32202

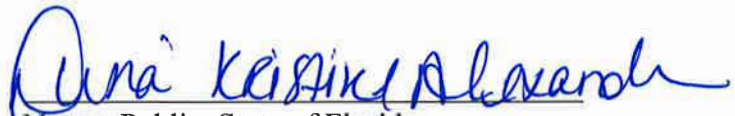

Print: Desiree Lorenz

Witness #2 Address:

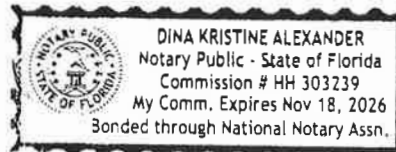
200 W. Forsyth St. Suite 1300
Jacksonville, FL 32202

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on January 22, 2024, by Michael Corbitt, as the Director, Real Estate Services of JEA, a body politic and corporate, on behalf of the JEA. He ☒ is personally known to me or ☐ has produced _____ as identification.


Notary Public, State of Florida

(seal)



WITNESSES:

Print: _____

Witness #1 Address:

Print: _____

Witness #2 Address:

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, on _____, 202__, by
_____, as the _____ of NASSAU COUNTY,
FLORIDA, a political subdivision of the State of Florida. He/She ☐ is personally known to me
or ☐ has produced _____ as identification.

Notary Public, State of Florida

(seal)

GRANTEE:

NASSAU COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____

Print: John F. Martin

Its: Chairman

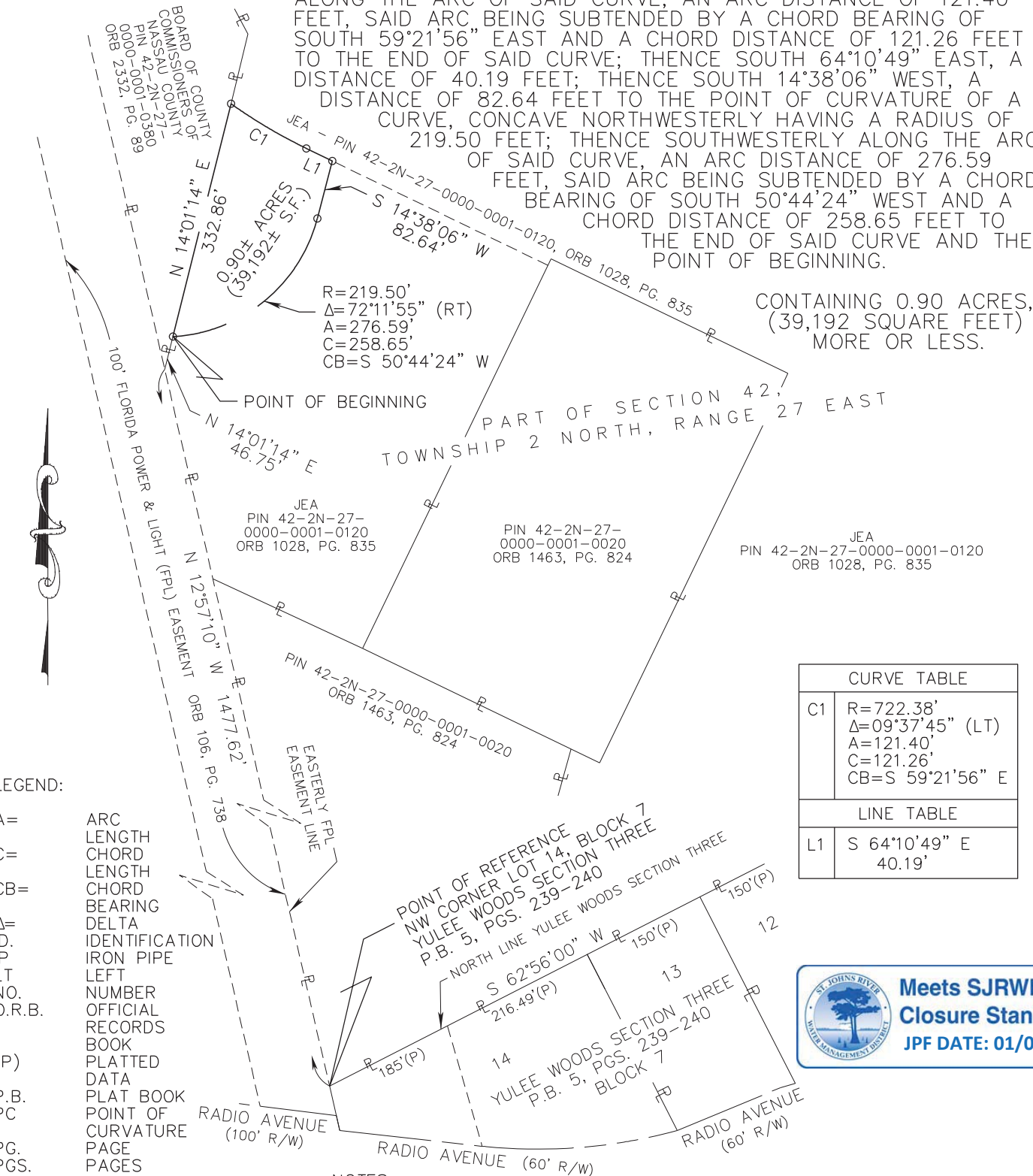
EXHIBIT “A”

Legal Description of the Drawdown Property

MAP OF: WETLAND DRAWDOWN EASEMENT 1

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1028, PAGE 835, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF LOT 14, BLOCK 7, YULEE WOODS SECTION THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 239 AND 240 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE EASTERLY LINE OF A FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 106, PAGE 738, OF SAID PUBLIC RECORDS; THENCE NORTH 12°57'10" WEST, ALONG SAID EASTERLY EASEMENT LINE, A DISTANCE OF 1477.62 FEET; THENCE NORTH 14°01'14" EAST, LEAVING SAID EASTERLY EASEMENT LINE, A DISTANCE OF 46.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 14°01'14" EAST, A DISTANCE OF 332.86 FEET, SAID POINT LYING ON A CURVE, CONCAVE NORTHERLY HAVING A RADIUS 722.38 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 121.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF 59°21'56" EAST AND A CHORD DISTANCE OF 121.26 FEET TO THE END OF SAID CURVE; THENCE SOUTH 64°10'49" EAST, A DISTANCE OF 40.19 FEET; THENCE SOUTH 14°38'06" WEST, A DISTANCE OF 82.64 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 219.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 276.59 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 50°44'24" WEST AND A CHORD DISTANCE OF 258.65 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING.



LEGEND:

- A= ARC LENGTH
C= CHORD LENGTH
CB= CHORD BEARING
Δ= DELTA
ID. IDENTIFICATION
IP. IRON PIPE
LT. LEFT
NO. NUMBER
O.R.B. OFFICIAL RECORDS BOOK
(P) PLATTED DATA
P.B. PLAT BOOK
PC POINT OF CURVATURE
PG. PAGE
PGS. PAGES
PIN PARCEL IDENTIFICATION NUMBER
R. RADIUS
PT. POINT OF TANGENT
R= RIGHT
R/W RIGHT-OF-WAY
S.F. SQUARE FEET

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATE SYSTEM EAST ZONE (83/11). REFERENCE BEARING BEING SOUTH 62°56'00" WEST ON THE NORTH LINE OF YULEE WOODS SECTION THREE, AS RECORDED IN PLAT BOOK 5, PAGES 239 AND 240, PUBLIC RECORDS NASSAU COUNTY, FLORIDA.
- THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

CURVE TABLE	
C1	R=722.38' Δ=09°37'45" (LT) A=121.40' C=121.26' CB=S 59°21'56" E
LINE TABLE	
L1	S 64°10'49" E 40.19'



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

gai consultants
12574 Flogler Center Blvd, Suite 202
Jacksonville, Florida 32258
904-363-1110
904-363-1115
www.gaiconsultants.com

REVISION: SCALE 1" = 200'
1. INCREASE LEGAL FONT SIZE 01/05/24

I HEREBY CERTIFY THAT THIS MAP MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND 6J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Joseph K. Lek

CERT. NO. LB 3604 • ENGINEERING • PLANNING • SURVEYING • CEI SERVICES • JOB NO. B190839 DATE JULY 18, 2023 JOSEPH K. LEK FLA. P.S.M. CERT. NO. LS 6016

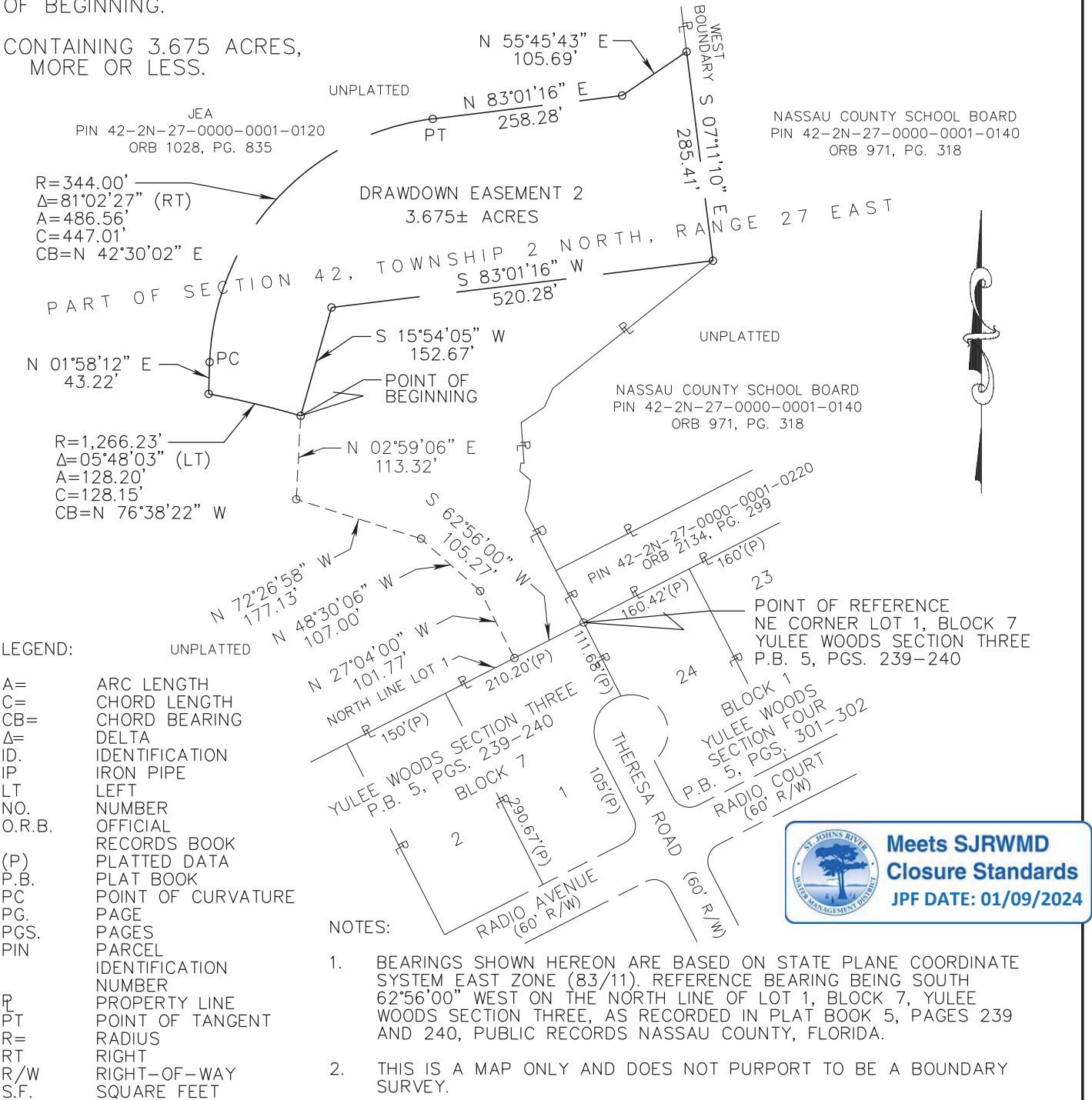
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER

MAP OF: WETLAND DRAWDOWN EASEMENT 2

A PART OF SECTION 42, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ALSO BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1028, PAGE 835, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF LOT 1, BLOCK 7, YULEE WOODS SECTION THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGES 239 AND 240 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 62°56'00" WEST, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 7, A DISTANCE OF 105.27 FEET; THENCE NORTH 27°04'00" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 101.77 FEET; THENCE NORTH 48°30'06" WEST, A DISTANCE OF 107.00 FEET; THENCE NORTH 72°26'58" WEST, A DISTANCE OF 177.13 FEET; THENCE NORTH 02°59'06" EAST, A DISTANCE OF 113.32 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS 1266.23 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 128.20 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 76°38'22" WEST AND A CHORD DISTANCE OF 128.15 FEET TO A POINT ON SAID CURVE; THENCE NORTH 01°58'12" EAST, A DISTANCE OF 43.22 FEET TO THE POINT OF CURVATURE OF A CURVE; CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 344.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 486.56 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 42°30'02" EAST AND A CHORD DISTANCE OF 477.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 83°01'16" EAST, A DISTANCE OF 258.28 FEET; THENCE NORTH 55°45'43" EAST, A DISTANCE OF 105.69 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 971, PAGE 318 OF SAID PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 07°11'10" EAST, ALONG SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 285.41 FEET; THENCE SOUTH 83°01'16" WEST, LEAVING SAID WESTERLY BOUNDARY LINE, A DISTANCE OF 520.28 FEET; THENCE SOUTH 15°54'05" WEST, A DISTANCE OF 152.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.675 ACRES,
MORE OR LESS.



THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY

gai consultants
12574 Flogler Center Blvd, Suite 202
Jacksonville, Florida 32258
904-363-1110
904-363-1115
www.gaicconsultants.com

REVISION: SCALE 1" = 200'

1. INCREASE LEGAL FONT SIZE 01/05/24

I HEREBY CERTIFY THAT THIS MAP MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND 6J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

JOSEPH K. LEK

CERT. NO. LB 3604

ENGINEERING • PLANNING • SURVEYING • CEI SERVICES •

JOB NO. B190839

DATE JULY 18, 2023

FLA. P.S.M. CERT. NO. LS 6016

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER