

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 7th day of MARCH, 2025 by, **LOLLYPOP PROPERTIES LLC**, a Florida limited liability company, whose mailing address is 95425 Bermuda Drive, 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 2699, Page 83 of the public records of Nassau County, Florida, also commonly known as parcel ID **37-3N-27-0135-0012-0000** located at 87279 Lents Road, Yulee, Florida 32097 (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.

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

Lollypop Properties LLC

Signed, sealed and delivered in the presence of:

By: Benson M. Buben

Print Name: Benson M. Buben

Its: President

Witness: Jennifer Boone

Print: Jennifer Boone

Address: 97159 Harbor Concourse Cir
Fern Bch FL 32034

Witness: MURPHY CHANCEY

Print: MURPHY CHANCEY

Address: 95482 GAMAY CT,
Fernandina Bch FL 32034

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of March, 2025, by Benson Buben as Owner for LOLLYPOP PROPERTIES LLC, on behalf of the company, who ☒ is personally known to me or who ☐ has produced _____ as identification.



Print Name Ryan Weber

Notary Public, State of Florida

Commission # 257935

My Commission Expires: 8/27/26

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

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.

Exhibit "A"

Legal Description

A PORTION OF LOT 12, BELLS RIVER ESTATES PHASE TWO, AS RECORDED IN PLAT BOOK 7, PAGE 30, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 12, WITH THE WESTERLY RIGHT-OF-WAY LINE OF LENTS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE SOUTH 09°04'39" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 5.01 FEET; THENCE NORTH 83°57'14" WEST, 35.74 FEET; THENCE NORTH 06°02'46" EAST, 5.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF TRACT "B", SAID BELLS RIVER ESTATES PHASE TWO; THENCE SOUTH 83°57'14" EAST, ALONG SAID SOUTHERLY BOUNDARY, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 179 SQUARE FEET, MORE OR LESS.

MAP SHOWING A SKETCH AND DESCRIPTION OF:

(5.0 FOOT UNOBSTRUCTED DRAINAGE EASEMENT)

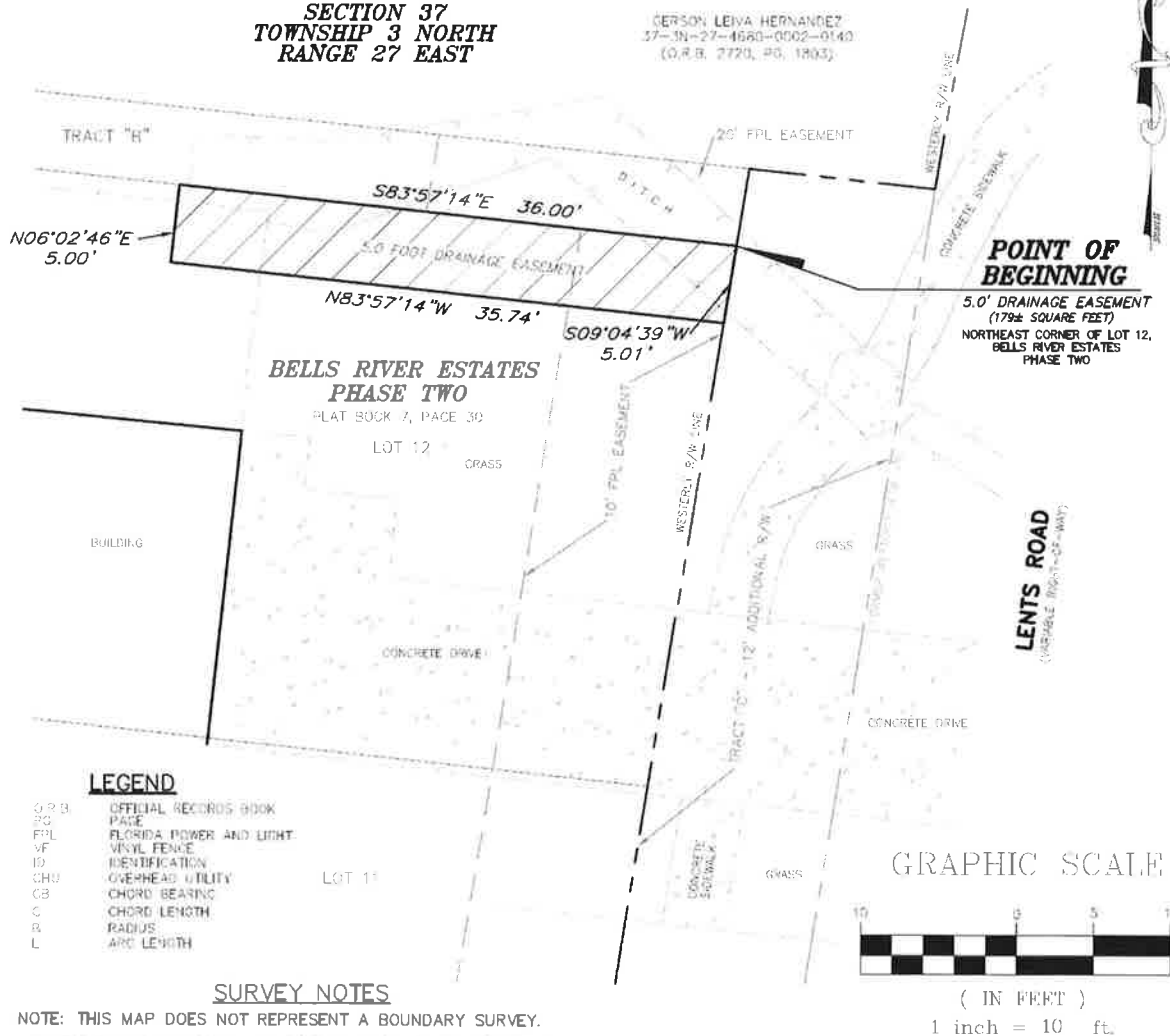
A PORTION OF LOT 12, BELLS RIVER ESTATES PHASE TWO, AS RECORDED IN PLAT BOOK 7, PAGE 30, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 12, WITH THE WESTERLY RIGHT-OF-WAY LINE OF LENTS ROAD, A VARIABLE WIDTH RIGHT-OF-WAY; THENCE SOUTH 09°04'39" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 5.01 FEET; THENCE NORTH 83°57'14" WEST, 35.74 FEET; THENCE NORTH 06°02'46" EAST, 5.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF TRACT 'B', SAID BELLS RIVER ESTATES PHASE TWO; THENCE SOUTH 83°57'14" EAST, ALONG SAID SOUTHERLY BOUNDARY, 36.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 179 SQUARE FEET, MORE OR LESS.

SECTION 37
TOWNSHIP 3 NORTH
RANGE 27 EAST

GERSON LEIVA HERNANDEZ
37-IN-27-4660-0002-0140
(O.R.B. 2720, PG. 1803).



LEGEND

G B	OFFICIAL RECORDS BOOK
PG	PAGE
FPL	FLORIDA POWER AND LIGHT
VF	VINYL FENCE
ID	IDENTIFICATION
CHU	OVERHEAD UTILITY
CB	CHORD BEARING
C	CHORD LENGTH
R	RADIUS
L	ARC LENGTH

SURVEY NOTES

NOTE: THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

1. BEARINGS SHOWN HEREON ARE BASED ON EASTERLY RIGHT OF WAY LINE OF
LENTS ROAD, AS BEING S 60°04'39" W (HEP PLAT);
2. ALL DIVERSIONS 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 IN THIS COUNTY.

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

FOR: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

ARC SURVEYING & MAPPING, INC.



DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JKM	01/16/25	--	24-230

A-24-230-1