

BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
9:00 AM, May 21, 2025
James S. Page Governmental Complex, 96135 Nassau Place
Yulee, FL 32097

D.

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 29th day of April,
2025 by, **MITCHELL F. ALLEN IV**, an individual, whose mailing address is 2197 Talbot
Court, 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 1734, Page 1675 of the public records of Nassau County, Florida, also
commonly known as parcel ID **00-00-30-0310-0010-0000** located at 2197 Talbot Ct,
Fernandina Beach, Florida 32034 (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.

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.

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

Signed, sealed and delivered in the presence of:

By: Mitchell F. Allen IV
MITCHELL F. ALLEN IV

Witness: Patricia Ann Horton
Print: Patricia Ann Horton

Address: 9616 Nassau Place
Yulee FL 32097

Witness: Lisa Carroll
Print: Lisa Carroll

Address: 96095 Blackrock
Road Yulee 32097

STATE OF FLORIDA

COUNTY OF Nassau

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of April, 2025, by MITCHELL F ALLEN IV, who ☐ is personally known to me or who ☐ has produced FL/DL 000-D as identification.

Patricia Ann Horton
Print Name Patricia Ann Horton
Notary Public, State of Florida
Commission # 190246
My Commission Expires: 10/24/2025



Patricia Ann Horton
Notary Public
State of Florida
My Commission Expires 10/24/2025
Commission No. HH 190246

ACCEPTANCE

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

A.M. "HUPP" HUPPMANN

Its: Chairman

Date: _____

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

Exhibit "A"

Legal Description

UNOBSTRUCTED DRAINAGE EASEMENT

A PORTION OF LOT 10, ISLAND GROVE PHASE TWO, AS RECORDED IN PLAT BOOK 5, PAGE 49, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 10, ISLAND GROVE PHASE TWO; THENCE SOUTH $88^{\circ}45'36''$ WEST, ALONG THE SOUTHERLY LINE OF LOTS 26 AND 27, SAID ISLAND GROVE PHASE TWO, 67.25 FEET TO THE NORTHEAST CORNER OF LOT 11, SAID ISLAND GROVE PHASE TWO; THENCE SOUTH $27^{\circ}57'28''$ WEST, ALONG THE EASTERLY LINE OF SAID LOT 11, A DISTANCE OF 122.97 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF TALBOT COURT, HAVING A 60 FOOT WIDE RIGHT OF WAY, AND A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 20.57 FEET, HAVING A CENTRAL ANGLE OF $23^{\circ}34'36''$, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH $50^{\circ}16'17''$ EAST, 20.43 FEET TO A POINT ON SAID CURVE; THENCE NORTH $27^{\circ}57'28''$ EAST, 121.13 FEET; THENCE NORTH $88^{\circ}45'36''$ EAST, 52.72 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF THOSE LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1332, PAGE 1022, SAID PUBLIC RECORDS; THENCE NORTH $00^{\circ}44'30''$ WEST, ALONG SAID WESTERLY BOUNDARY, 15.00 FEET TO THE POINT OF BEGINNING.

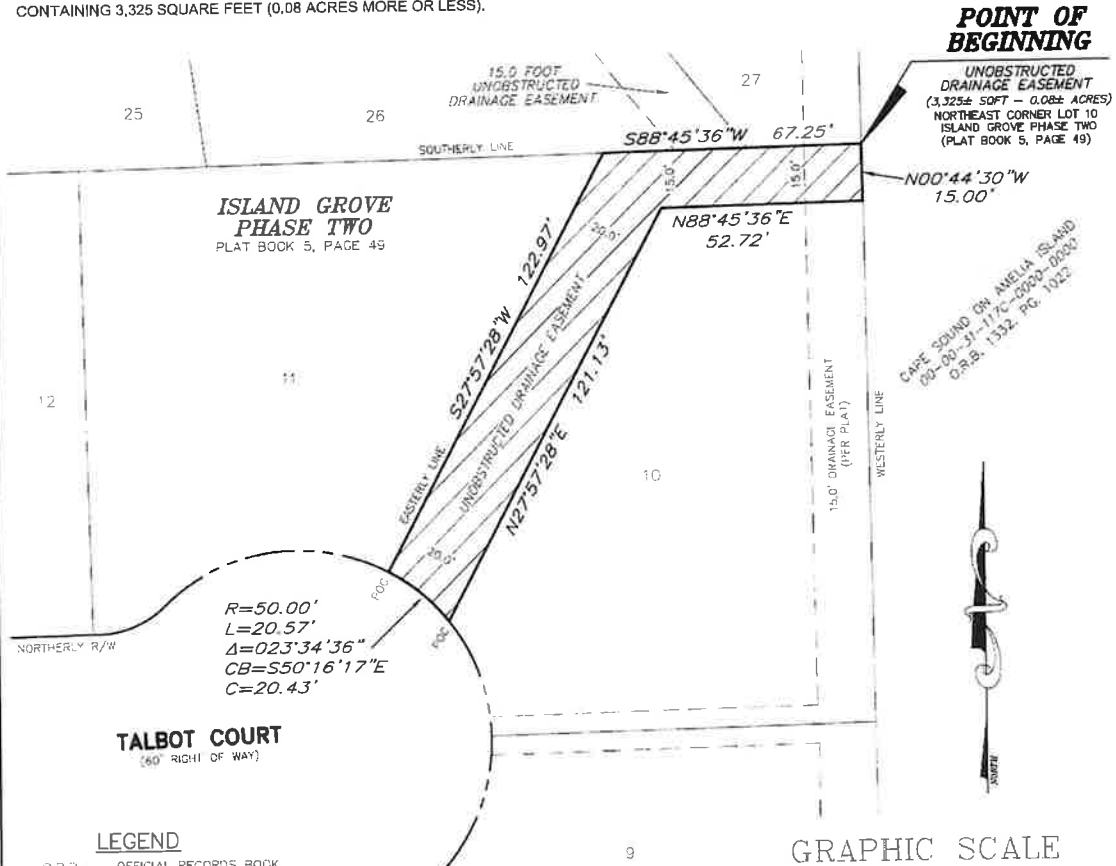
CONTAINING 3,325 SQUARE FEET (0.08 ACRES MORE OR LESS).

Exhibit "B"

MAP SHOWING A SKETCH AND DESCRIPTION OF: (UNOBSTRUCTED DRAINAGE EASEMENT) EXHIBIT B

A PORTION OF LOT 10, ISLAND GROVE PHASE TWO, AS RECORDED IN PLAT BOOK 5, PAGE 49, OF THE PUBLIC RECORDS, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 10, ISLAND GROVE PHASE TWO; THENCE SOUTH 88°45'36" WEST, ALONG THE SOUTHERLY LINE OF LOTS 26 AND 27, SAID ISLAND GROVE PHASE TWO, 67.25 FEET TO THE NORTHEAST CORNER OF LOT 11, SAID ISLAND GROVE PHASE TWO; THENCE SOUTH 27°57'28" WEST, ALONG THE EASTERLY LINE OF SAID LOT 11, A DISTANCE OF 122.97 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF TALBOT COURT, HAVING A 60 FOOT WIDE RIGHT OF WAY, AND A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 20.57 FEET, HAVING A CENTRAL ANGLE OF 23°34'36", AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°16'17" EAST, 20.43 FEET TO A POINT ON SAID CURVE; THENCE NORTH 27°57'28" EAST, 121.13 FEET; THENCE NORTH 88°45'36" EAST, 52.72 FEET TO AN INTERSECTION WITH THE WESTERLY BOUNDARY OF THOSE LAND DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1332, PAGE 1022, SAID PUBLIC RECORDS; THENCE NORTH 00°44'30" WEST, ALONG SAID WESTERLY BOUNDARY, 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,325 SQUARE FEET (0.08 ACRES MORE OR LESS).



LEGEND

O.R.B. OFFICIAL RECORDS BOOK
P.C. PAGE
PID PARCEL IDENTIFICATION
VF VINYL FENCE
ID IDENTIFICATION
CHU OVERHEAD UTILITY
R/W RIGHT OF WAY

SURVEY NOTES

NOTE: THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY LINE OF LOT 27, ISLAND GROVE PHASE 2, AS BEING S 88°45'36" W (PER PLAT).
2. ALL DIMENSIONS 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 OF THE COUNTY.

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

FOR: NASSAU COUNTY COUNTY COMMISSIONERS

ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,
JACKSONVILLE, FLORIDA 32210
PHONE: 904/384-8577
LICENSED BUSINESS NO. 6487

DRAWN BY: JKM DATE: 03/24/25 FIELD BOOK & PAGE: -- JOB NO.: 25-053

A-25-053B