

This instrument prepared by
or under the supervision of:
RECORD AND RETURN TO:
Office of Clay County Attorney
Post Office Box 1366
Green Cove Springs, Florida 32043

EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Agreement") is made this ___ day of _____, 2022, by **The School Board of Clay County, Florida**, having an address at 900 Walnut Street, Green Cove Springs, Florida 32043 ("Grantor"), in favor of **Clay County, a political subdivision of the State of Florida**, having an address at P.O. Box 1366, Green Cove Springs, Florida 32043 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain tract of land in Clay County, Florida, more particularly described as Parcel ID #: 21-05-25-010094-001-00 ("Parcel"); and

WHEREAS, improvements to be constructed by Grantee along Sandridge Road will be served by a Stormwater Management System ("System") constructed, operated, and maintained within the Grantor's Property; and

WHEREAS, Grantee's improvements are governed by Permit No. 180462-1 (the "County's Permit") to be issued by the St. Johns River Water Management District ("District"); and

WHEREAS, Grantor has dedicated to Grantee a Drainage Easement, with certain rights, and privileges, including a stormwater and drainage easement over and across a portion of Grantor's Parcel, which Drainage Easement is as described in Exhibit A attached hereto and incorporated herein ("the Property"), for the purpose of dedicating said Property to the System; and

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

1. Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual, non-exclusive stormwater and drainage easement for and in favor of Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect in perpetuity. This easement is for the purposes of accumulation, attenuation, retention, detention, storage, treatment, drainage, discharge, flowage and passage of water and stormwater as is or may from time to time occur or be generated from, on, or across the Property, and for the purposes of constructing, installing, servicing, operating, maintaining, inspecting, repairing, replacing, connecting, or renewing the System.

2. "Stormwater Management System" or "System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. The stormwater management system includes all areas, equipment, structures, pipes, swales, conveyances, dams, impoundments, appurtenant work, or works designated in the County's Permit.

3. Grantee shall be liable for the operation, maintenance, repair, and replacement of the entire stormwater management easement area in the Property, and all stormwater management facilities designed and operated under the County's Permit with the exception that Grantor shall maintain the drainage conveyance system coming to the Property from Grantor's Parcel. Maintenance of the System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the System shall be as permitted, or if modified as approved by the District. If Grantee seeks to transfer liability for the operation, maintenance, repair, and replacement of the stormwater management easement area, prior to such transfer, all responsibility relating to the Stormwater Management System and the County's Permit must be assigned to and accepted by an entity approved in writing by the District.

4. This 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 their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of the properties described herein and all persons claiming under them.

5. No modification or alteration shall be made to the stormwater management easement area or the stormwater management system without the prior written approval of the District. No amendment, alteration, revocation, or release of this Easement Agreement shall be effective without the prior written approval of the District, which shall be filed in the public records in Clay County, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement on the day and year first above written.

Signed, sealed, and delivered
in our presence as witnesses:

Grantor: The School Board of Clay
County, Florida

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Title: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me and in my presence this 8th day of November, 2022, by Mary Bolla, Chairperson of The School Board of Clay County, Florida, a body corporate of the State of Florida, who is personally known to me and who did not take an oath.

Notary Public, State of Florida

My Commission Expires:

Serial No. _____

EXHIBIT A

A PORTION OF PARCEL ID: 21-05-25-010094-001-00 OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF PARCEL ID: 21-05-25-010094-001-00 ALSO BEING THE NORTHWEST CORNER OR TRACT A OF MEADOW LAKE PLAT BOOK 22 PAGE 72 LOCATED A ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF SANDRIDGE ROAD (A VARIABLE RIGHT OF WAY AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 71523-2601); THENCE DEPARTING THE SAID RIGHT OF WAY LINE OF SANDRIDGE ROAD SOUTH 00° 25' 19" EAST ALONG THE EAST LINE OF SAID PARCEL ID: 21-05-25-010094-001-00 A DISTANCE OF 10.00 FEET; THENCE DEPARTING THE SAID EAST LINE SOUTH 89° 34' 11" WEST A DISTANCE OF 125.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 18' 50" EAST A DISTANCE OF 318.16 FEET; THENCE SOUTH 75° 05' 01" WEST A DISTANCE OF 37.23 FEET; THENCE NORTH 45° 08' 12" WEST A DISTANCE OF 311.19 FEET; THENCE NORTH 00° 25' 49" WEST A DISTANCE OF 106.31 FEET; THENCE NORTH 89° 34' 11" EAST A DISTANCE OF 255.60 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1.36 ACRES, MORE OR LESS.