

Prepared by and return to:
NICHOLAS A. DYAL, ESQ.
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

Project: **Barnwell Manor**
RE Parcel #: 39-2N-28-0141-0T11-0000

NON-EXCLUSIVE GRANT OF EASEMENT

THIS NON-EXCLUSIVE GRANT OF EASEMENT, made this 5th day of June, 2019, by and between **AVH NORTH FLORIDA, LLC**, a Florida limited liability company, whose address is 4900 North Scottsdale Road, Suite 2000, Scottsdale, Arizona, 85251 (the "Grantor"), and **JEA**, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida, 32202 (the "Grantee").

WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, facilities and associated equipment for electrical, water reuse, water, sewer, other public utilities, or quasi-utilities, either or all, on, along over, through, across, or under the following described land situate in Nassau County, Florida, to wit (the "Easement Property"):

See Exhibit A attached hereto and incorporated herein.

TOGETHER with the right of said Grantee, its successors and assigns, of ingress and egress to and over said Easement Property, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said Easement Property, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

GRANTOR acknowledges and agrees that the Easement Property shall be held and maintained by Grantor, its successors and assigns, as a landscape buffer for the Grantee's adjacent pump station. Grantor, its successors and assigns, shall forever release, discharge, indemnify Grantee and save it harmless from suits, actions, damages, liability and expenses that may be incurred in connection with property damage or personal injury, or any other damage arising from or out of any occurrence in, upon, at or from the Easement Property, or any part thereof, including but not limited those arising from or incidental to Grantee's use of the adjacent property, or Grantee's exercise of the easement

rights herein granted. Grantor's successors and assigns shall be subject to this release and indemnification and the covenants herein shall run with the land.

GRANTOR represents and warrants that it is the true owner of record of the Easement Property and that it has full power and authority to grant to Grantee the rights granted hereunder.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name the day and year first above written.

[Remainder of page intentionally left blank]

**Signed and Sealed in Our
Presence as Witnesses:**

GRANTOR:

AVH NORTH FLORIDA, LLC,
a Florida limited liability company

Sign: *Lauren Dellinger*
Print: Lauren Dellinger

By: *[Signature]*
Print: Shawn Budd
Title: VP Operations

Sign: *[Signature]*
Print: Mike Richey

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 3rd day of June, 2019
by (name) Shawn Budd, the (title) VP Operations of
AVH North Florida, LLC, a Florida limited liability company, on behalf of the company.
 He/She is (check one) personally known to me or has produced
_____ as identification.

Heather N. Vallier
Print: Heather N. Vallier
Notary Public, State and County aforesaid
Commission No.: FF910928
My commission expires: 8-18-19

(seal)



JEA REPRESENTATIVE:

Sign: *[Signature]*
Print: B.C. Travis
Title: Real Estate Coordinator

EXHIBIT A

10' JEA LANDSCAPE BUFFER EASEMENT

A PORTION OF TRACT 11, AS SHOWN ON THE PLAT OF BARNWELL MANOR - PHASE 1, AS RECORDED IN PLAT BOOK 8, PAGES 293 THROUGH 298, INCLUSIVE OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 11; THENCE SOUTH 20°04'23" WEST, ALONG THE EASTERLY LINE OF SAID TRACT 11, A DISTANCE OF 31.51 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 20°04'23" WEST, ALONG LAST SAID LINE, 55.00 FEET; THENCE NORTH 69°55'37" WEST, 55.00 FEET; THENCE NORTH 20°04'23" EAST, 55.00 FEET; THENCE SOUTH 69°55'37" EAST, 55.00 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT

TRACT 10, AS SHOWN ON SAID PLAT OF BARNWELL MANOR - PHASE 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 11; THENCE SOUTH 20°04'23" WEST, ALONG THE EASTERLY LINE OF SAID TRACT 11, A DISTANCE OF 31.51 FEET; THENCE SOUTH 65°04'23" WEST, 14.14 FEET, TO THE NORTHEAST CORNER OF SAID TRACT 10 AND THE POINT OF BEGINNING; THENCE SOUTHERLY, WESTERLY, NORTHERLY AND EASTERLY, ALONG THE EASTERLY, SOUTHERLY, WESTERLY AND NORTHERLY LINES OF SAID TRACT 10, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 20°04'23" WEST, 35.00 FEET; COURSE NO. 2: NORTH 69°55'37" WEST, 35.00 FEET; COURSE NO. 3: NORTH 20°04'23" EAST, 35.00 FEET; COURSE NO. 4: SOUTH 69°55'37" EAST, 35.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING A NET AREA OF 1,800 SQUARE FEET, MORE OR LESS.

