

Prepared by:  
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Assistant General Counsel  
Office of the General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

Project: Shindler Drive {Argyle Forest Blvd. to Collins Rd.}  
Parcel: 800 {2007-3}  
RE#: 016464-7350

### **GRANT OF EASEMENT**

This GRANT OF EASEMENT is made as of this 19<sup>th</sup> day of April, 2007, by and between **WATERMILL MASTER ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 5455 A1A South, St. Augustine, Florida 32080 ("Grantor") and **CITY OF JACKSONVILLE**, a municipal corporation, whose address is 117 West Duval Street, Jacksonville, Florida 32202 ("Grantee").

#### RECITALS:

The following recitals of fact are a material part of this instrument.

A. Grantor is the owner of certain lands located adjacent to Shindler Drive, more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof (the "Easement Premises") on which are an existing storm water detention pond and associated drainage pipes, control structures and other related improvements (collectively, the "Pond") which were constructed and installed in accordance with a duly issued permit from the St. Johns River Water Management District ("District") and are used for storm water drainage and detention of adjacent lands.

B. Grantee desires to enlarge and reconfigure the Pond to provide for drainage and detention of storm water from a portion of Shindler Drive and Grantee has applied for a permit from the District under Application No. 40-031-17232-36 ("Application") authorizing such work, a copy of which shall be provided by Grantee to Grantor.

C. Grantee will diligently pursue the Application and obtain a permit in accordance therewith ("District Permit"), a copy of which Grantee shall provide to Grantor upon its issuance.

D. Grantor has agreed to grant to Grantee an easement in, to, on, over, across, under and through the Easement Premises on the terms and conditions hereunder and for the purposes set forth herein.

NOW, THEREFORE, Grantor for and in consideration of the sum of NINETY-SEVEN

THOUSAND TWO HUNDRED SIXTY DOLLARS AND NO CENTS (\$97,260.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, sell and convey to Grantee, its successors and assigns forever, a perpetual, unobstructed easement in, to, on, over, across, under and through the Easement Premises for the following purposes: (a) drainage and detention of storm water with the right to modify, alter, use, operate, maintain, improve, or repair the Pond, including, but not limited to, the right to enlarge and reconfigure the Pond as deemed necessary or desirable by Grantee, but only in accordance with the District Permit, (b) construction, modification, alteration, use, operation, maintenance, improvement, repair, replacement and/or removal of drainage lines, pipes and equipment, but only in accordance with the District Permit, and (c) ingress and egress to and over said Easement Premises.

The drainage easement herein conveyed is subject to the following terms and conditions:

1. Grantee, at its sole cost and expense, shall pursue the issuance of the District Permit in accordance with the Application and such other permits, authorizations and approvals as shall be required by the District and other governmental bodies to allow the use of the Easement Premises by Grantee as contemplated herein. Grantee shall not change, amend, modify or alter the Application or the District Permit without Grantor's prior written consent.

2. The drainage easement hereby granted shall permit the Grantee to discharge into the Pond, only water which may fall on or come upon Shindler Road from Station 10+90 to Station 30+25, together with all substances or matter which may flow or pass therefrom; from adjacent land or from any other source of public waters into or through said Pond; provided, however, that there shall always be reserved by Grantor sufficient capacity in the Pond to handle the drainage, detention and retention of the stormwater for which the Pond was originally designed and constructed and further provided that Grantee shall be and remain liable for allowing or causing a greater volume of stormwater to flow into the Pond than shall be permitted by, or otherwise violating any permit, authorization or approval, relating to the Pond.

3. The Easement Premises are owned in fee simple by the Grantor and all maintenance and any other matters pertaining to the Pond are the responsibility of the Grantor. The Grantee assumes no responsibility whatsoever for the Pond, except as contemplated in Section 2 above and Sections 4 and 5 below.

4. The Grantee shall not be liable nor responsible for the creation, operation, failure or destruction of water level control equipment which may be constructed or installed by the Grantor or other person within the Pond or Easement Premises, but shall have the right to temporarily modify the water level including the repair, removal or replacement of the Pond and the control structures to effect adequate drainage; provided, however, that Grantee shall be liable and responsible for any improvements Grantee may construct or install in the Pond.

5. The Grantee shall indemnify the Grantor and save it harmless from suits, action, damages and liability and expense in connection with loss of life, bodily or personal injury or

property damage or any other damages arising from or out of any occurrence in, upon, at or from the Pond, or any part thereof, occasioned wholly or in part by any act or omission of its agents, contactors, employees, servants, licensees or concessionaires.

6. This Grant of Easement shall run with the land and shall inure to the benefit of and be binding on the Grantor, Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the said Grantor has executed this instrument the day and year first above written.

Witness:

Watermill Master Association, Inc.

Ann Tabor  
Print Name: Ann Tabor

By: Susan D. Wood  
Print Name: Susan D. Wood  
Title: President

Dolores C. McNeal  
Print Name: Dolores C. McNeal

STATE OF FLORIDA  
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2007, by Susan D. Wood, the President of Watermill Master Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Such person: *(notary must check applicable box)*

- is personally known to me; or
- produced a current \_\_\_\_\_ driver's license as identification; or
- produced \_\_\_\_\_ as identification.

Ann Tabor  
Print Name: Ann Tabor  
Notary Public



**JAXGIS Property Information**



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RE #	Name	Address	Transaction Price	Acres	Book-Page	Map Panel	Legal Descriptions
016464 7350	WATERMILL MASTER ASSOC INC	SHINDLER DR JACKSONVILLE 32222	2900	6.573	121581734	5	53-84 33-3S-25E 4.37 ARGYLE FOREST CHIMNEY LAKES UNIT TRACT B

Track B, Argyle Forest Chimney Lakes Unit 19  
Plat Book 53 Page 84 A - G  
Public Records of Duval County, Florida

