

Prepared By/Return To:  
[Name of Natural Person]  
[Address]

**EASEMENT FOR RIPARIAN ACCESS**

THIS EASEMENT FOR RIPARIAN ACCESS is given this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Brady Point Preserve Community Association, Inc. (“Grantor”) whose address is C/O Amelia Island Management, 5440 First Coast Highway, Amelia Island, Florida 32034, to \_\_\_\_\_ (“Grantee”) whose address is \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, Grantor owns in fee simple the certain property in Nassau County, Florida, more particularly described in Exhibit “A” (“Easement Parcel”); and

**WHEREAS**, Grantee owns in fee simple lot \_\_\_\_\_ of Brady Point Preserve, Unit One, according to the Plat thereof in Plat Book 7, Pages 76-89, of the public records (“Grantee Parcel”); and

**WHEREAS**, Grantor wishes to grant unto Grantee and Grantee wishes to obtain from Grantor, certain rights over and across the Easement Parcel to enable Grantee to construct and maintain a boardwalk or docking facility, or both, extending from Grantee’s Parcel, on and across the Easement Parcel, together with an easement for riparian access to Elwood Branch as provided below.

**NOW, THEREFORE**, Grantor does hereby convey unto Grantee an easement for riparian access for the construction and maintenance of a boardwalk or docking facility, or both, over and across the Easement Parcel, together with an easement for riparian access to Elwood Branch, in accordance with the following:

1. Grant of Easement. Grantor conveys to Grantee a perpetual, non-exclusive easement for riparian access to Elwood Branch including the right to construct a boardwalk or dock, or both, in conformance with applicable law, within the area described in Exhibit “B” attached hereto (“Easement Area”). The foregoing grant of easement includes the nonexclusive right in favor of Grantee to the exercise, use, and enjoyment of Grantor’s riparian rights associated with the Easement Parcel.

2. Conditions Applicable to Easement. This easement is designed to create and maintain in Grantee a sufficient upland interest in a portion of the shoreline of the Easement Parcel to establish a riparian rights area that is extensive enough to contain and accommodate a boardwalk or docking facility and associated water-dependent activities. Grantee acknowledges and agrees that no boardwalk, docking facility, or other improvement shall be placed or maintained on the Easement Parcel or Easement Area, nor shall any boardwalk, docking facility, or other improvement be altered unless the proposed boardwalk, docking facility, or other improvement, or alteration of any of the foregoing, has been approved in writing by Grantor as to harmony of

design, location in relation to surrounding structures, topography, and other requirements of Grantor.

3. **Indemnification.** Grantor shall not be liable to Grantee or any other person for any injury or damage to any person (including death) or property occurring on or near the Easement Area, Easement Parcel, any boardwalk, docking facility, or other improvement that may be constructed on or near the Easement Area, irrespective of the cause and Grantee hereby agrees to indemnify, defend, and hold harmless Grantor, its agents and assigns, from and against any and all liability, claims, damages, costs, and attorneys' fees for injury to persons (including death) and damage to property occurring on or near the Easement Area, Easement Parcel, any boardwalk, docking facility, or other improvement that may be constructed on or near the Easement Area.

4. Covenants Running with the land. This easement and corresponding conditions shall run with the Grantee Parcel and be binding upon the Grantors, Grantees, their heirs, successors and assigns and remain effective forever.

**IN WITNESS WHEREOF,** Grantors have executed this instrument on the day and year first above written.

Signed, sealed, and delivered in the presence of:

**GRANTOR  
BRADY POINT PRESERVE COMMUNITY  
ASSOCIATION, INC.**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Its

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Brady Point Preserve Community Association, Inc. who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)  
(Print, Type, or Stamp Commissioned Name of Notary Public)

**Exhibit "A"**  
**LEGAL DESCRIPTION FOR BPP MARSHLANDS PARCEL**

All of that part of Government Lot 2, Section 48, Township 2 North Range 28 East lying and being West of creek, together with all of the Government Lot 3, Section 48, Township 2 North Range 28 East, Nassau County, Florida.

And

From the Section corner of Section 37, Section 49, Section 48, Township 2 North, Range 28 East, thence South 290 feet along East side of Section 48, to a point of beginning, thence West 1575 feet to a creek, then following the run of the creek, south, then Eastward, to the corner of Section 48, Section 49, thence North to point of beginning. Known as Government Lot 3, Section 48, also known as Parcel 3, Section 48, Township 2 North, Range 28 East.

**Exhibit "B"**  
**GRANTEE EASEMENT AREA**

**(To be provided by Grantee)**