

RESOLUTION NO. 92-133

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING AN EASEMENT FROM ST. JOHNS COUNTY TO FLORIDA POWER AND LIGHT COMPANY

WHEREAS, it is necessary for St. Johns County to grant an easement as described in Grant of Easement to Florida Power and Light Company as exhibit A attached hereto and made a part hereof for the placement of one or more electric transmission and distribution lines and related equipment for the benefit of St. Johns County and its citizens.

WHEREAS, it is the best interest of St. Johns County to grant the easement to Florida Power and Light Company for the use and benefit of the Florida Power and Light Company.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

1. The Grant of Easement in substantially the form attached hereto as exhibit A in favor of the Florida Power and Light Company shall be executed by the Chairman of the Board of County Commissioners and forwarded to Florida Power and Light Company along with a certified copy of this resolution by registered mail to the attention of Mr. Ted Williamson, P. O. Box 440, St. Augustine, Florida 32081.

2. The Grant of Easement shall be duly recorded by Florida Power and Light Company in the official public records Of St. Johns County, Florida.

PASSED AND ADOPTED this 25 day of August 1992.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: *Fred Brinkhoff*
Its Chairman - Fred Brinkhoff

Attest: Carl "Bud" Markel, Its Clerk

By: *Wenae Carter*
Deputy Clerk

Sec 36 Twp 6S Rge 29E
Lewis-Tolomato
Parcel No. 42

Prepared by: C. E. Carrington, Jr.
Florida Power & Light Company
P. O. Box 2851,
Daytona Beach, Florida 32115-2851

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida whose address is 2040 Lewis Speedway St. Augustine, Florida 32084 of the County of St. Johns and State of Florida (hereinafter, Grantor) in consideration of the sum of 1.00 Dollar (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, does hereby grant to Florida Power and Light Company, a corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 529100 (9250 West Flagler Street),Miami, Florida 33152, and to its successors and assigns (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under this Agreement or a portion of such rights with the Grantee or its other assigns retaining and exercising the other rights (hereinafter, Grantee) an easement forever for a right-of-way, as described in exhibit "B" to be used for construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including, but not limited to wires, poles, "H"frame structures, towers, cables, conduits, anchors, guys and road and trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for transmission of substances of any kind (all of the foregoing hereinafter referred to as "facilities"), over, under, in, on, upon and across the lands of the Grantor situated in the County of St. Johns and State of Florida being more particularly described as follows:

Exhibits "A" and "B" attached hereto and made a part hereof

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage of, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over, or under the above described right-of-way with all rights and privileges necessary or convenient for full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clean all trees and undergrowth and other obstructions within said right-of-way on lands of Grantor adjoining said right-of-way that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors agents, successors or assigns, over the adjoining lands of the Grantor, for the purposes of exercising and enjoying the rights granted by this easement and any or all rights granted hereunder.

The Grantor, however, reserves the right and privilege to use the above-described right-of-way for agricultural and other such purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause hazardous conditions; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the right-of-way shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvements (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said right-of-way by Grantor, or the heirs personal representatives, successors or assigns of Grantor.

Upon acceptance hereof, Grantee agrees that it will relocate its facilities to be installed herein upon receiving a written request from the Grantor to do so. The facilities will be relocated to a mutually agreed upon location on the Grantor's property and will be accomplished within 180 days of the Grantor providing Grantee an easement in the same form as herein granted to cover the relocated facilities. Once the relocation is completed, Grantee will cause to be recorded in the public Records of St. Johns County a release of the easement. See exhibit "B"

By the execution hereof Grantor covenants that it has the right to convey this easement and that the Grantee and its successors and assigns shall have peaceful possession, use and enjoyment of the easement and the rights granted hereby. However, nothing in this grant of easement shall be interpreted to excuse the Grantee from complying with all applicable St. Johns County land development regulations in the improvements of the easement.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on August 25, 1992.

Signed, sealed and delivered
in the presents of:
Patricia DeGrande

Patricia DeGrande

Print Name

Stuart Craig

Stuart Craig

Print Name

ATTEST: CARL "BUD" MARKEL, CLERK

By: Carl Bud Markel
Clerk

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Fred Brinkhoff
Its Chairman - Fred Brinkhoff



STATE OF FLORIDA
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my commission expires: February 3, 1996

THE FOREGOING INSTRUMENT was acknowledged before me on August 25, 1992 by Fred Brinkhoff and Carl "Bud" Markel, as Chairman as Clerk, respectively who are personally known to me and they did take an oath.

Yvonne Carter
Notary Public, State of Florida

Print Name Yvonne Carter



YVONNE CARTER
MY COMMISSION # CC 177564 EXPIRES
February 3, 1996
BONDED THRU TROY FAIN INSURANCE, INC.

Sec 36 Twp 6S Rge 29E
Lewis-Tolomato
Parcel No. 42

EXHIBIT "A"

Being a portion of the following described property as recorded in OR Book 592, Page 691, Public Records of St. Johns County, Florida.

A parcel of land in Government Lot 1, Section 36, Township 6 South, Range 29 East, St. Johns County, Florida. Being a part of that Tract described in Deed Book 262, page 154 - 156, of the public records of said County, and being more particularly described as follows:

Commencing at the intersection of the Southerly boundary of said Government Lot 1 with the Westerly right-of-way line of the Florida East Coast Railway Company, being a line parallel with and 30.0 feet Westerly from the center line of the Main Track when measured at right angles thereto, and run North 27 degrees 55 minutes 50 seconds West, along said Railway right-of-way line, a distance of 1,081.30 feet; thence South 81 degrees 44 minutes 50 seconds West, along a line parallel with said County Road C-16A, a distance of 620.09 feet to a concrete monument found and Point of Beginning of the herein described parcel of land; thence South 8 degrees 15 minutes 10 seconds East, a distance of 337.40 feet to a concrete monument found at the Northerly right-of-way line of said County Road C-16A; thence along said Right-of-way line South 81 degrees 44 minutes 50 seconds West, a distance of 731.20 feet; thence North 8 degrees 15 minutes 10 seconds West, 10 feet; thence South 81 degrees 44 minutes 50 seconds West, 80.46 feet; thence North 00 degrees 02 minutes 00 seconds East, along a line being also the Easterly right-of-way line of Avenue "D", having a right-of-way width 60 feet, a distance of 330.85 feet; thence North 81 degrees 44 minutes 50 seconds East, a distance of 763.98 feet to the Point of Beginning.

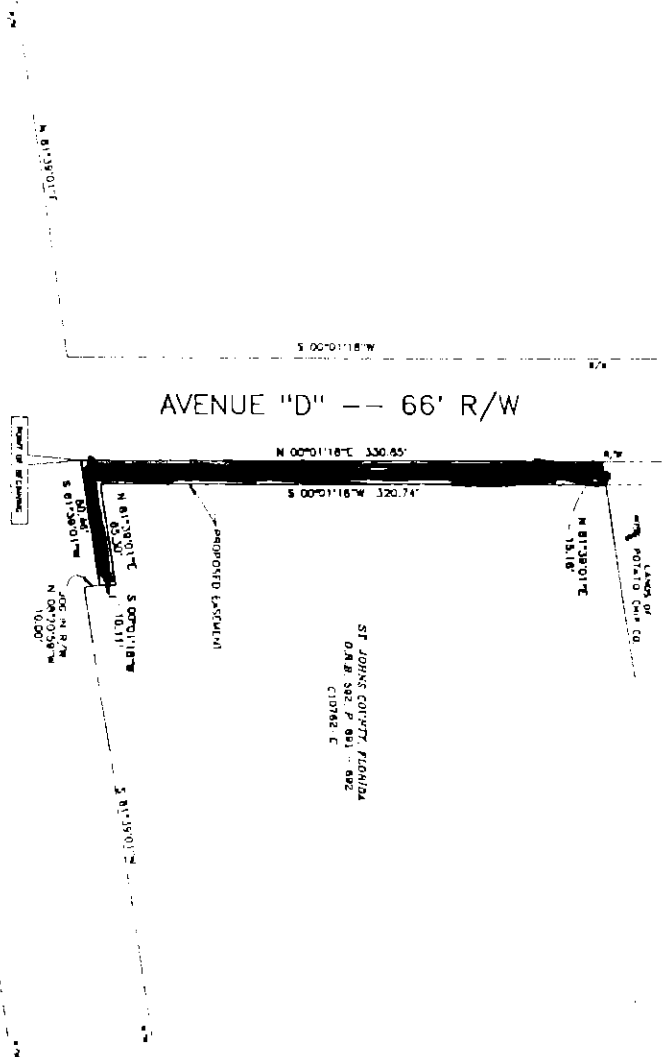
Said Easement being more particularly described in Exhibit "B" attached hereto and made a part hereof.

Exhibit "B"

SKETCH OF DESCRIPTION

COUNTY ROAD 16-A

AVENUE "D" -- 66' R/W



ST. JOHNS COUNTY, FLORIDA
D.M.S. 382, P. 691 - 692
C10782, C

SCALE: 1" = 60'

DESCRIPTION
A parcel of land lying in Governmental Lot 1 of Section 36, Township 6 South, Range 29 East, St. Johns County, Florida, said parcel being more particularly described as follows:
Commence at the intersection of the Eastern boundary of the right of way of Avenue "D", with the Northern boundary of the right of way of County Road 16-A, for the Point of Beginning and run North 00 degrees 01 minute and 18 seconds East, along said Eastern boundary, 330.85 feet; thence South 81 degrees, 39 minutes and 01 second East, parallel with said Northern boundary, 15.16 feet; thence South 00 degrees, 01 minute and 18 seconds West, parallel with said Eastern boundary, 330.74 feet; thence North 81 degrees, 39 minutes and 01 second East, parallel with said Northern boundary, 65.30 feet; thence South 00 degrees, 01 minute and 18 seconds West, 10.11 feet to the Northern boundary of said County Road 16-A; thence South 81 degrees, 39 minutes and 01 second West, along said Northern boundary, 80.46 feet to the Point of Beginning.
Containing 5615.73 square feet or 0.129 of an acre.

LEGEND
- 1/4" = 1' of Record Book
- 1/4" = 1' of Page
- 1/4" = 1' Right of Way

NOTES
Bearings are projected from a bearing of 9.571 for a portion of the centerline of County Road 16-A per D.O.T. 9/W Map, Section 78631, 2503.
This sketch does not represent a field survey.
Date of this sketch - 03 April 27, 1993

SURVEYOR'S CERTIFICATION
I, the undersigned, being duly qualified and licensed as a Professional Surveyor in the State of Florida, do hereby certify that this sketch represents a true and correct description of the land hereon shown, as the same is shown to me by the owner thereof, and that I am a duly licensed Professional Surveyor in the State of Florida.
Patrick B. Welch
Florida Certificate No. 2714

NO.	DATE	REVISION	BY	CHK
			CH	COB/APP

PATRICK B. WELCH & ASSOCIATES, INC.
LAND SURVEYING, PLANNING & DRAWING SERVICES
P.O. BOX 808
907 WEST WILKINSON STREET
STANKE, FLORIDA 32091
(904) 964-8292

DATE: _____ SHEET: _____
SCALE: _____ C-