

RESOLUTION NO: 93-104

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA APPROVING A GRANT OF EASEMENT AND BILLS OF SALE FOR AN EIGHT INCH WATER MAIN FOR THE PONTE VEDRA LIBRARY AND FIRE STATION SITE FROM THE BOARD OF COUNTY COMMISSIONERS TO ST. JOHNS SERVICE COMPANY, A FLORIDA CORPORATION.

WHEREAS, St. Johns Service Company (the "Company") and St. Johns County (the "County") agreed that the Company would supply and sell potable water to the County's library and fire station sites in Ponte Vedra if the County constructed certain water distribution lines to the sites and conveyed such lines and a maintenance easement to the Company; and

WHEREAS, the County and the Company also agreed that the Company would pay the County \$13,688.00 to oversize the lines; and

WHEREAS, it is now necessary for St. Johns County to grant an easement, more fully described in Grant of Easement in Exhibit A, attached hereto incorporated by reference and made a part hereof, to St. Johns Service Company, a Florida corporation, for the purpose of operating and maintaining the underground water distribution system at the Ponte Vedra library and fire station site; and

WHEREAS, the Bills of Sale, attached hereto as Exhibit B, incorporated by reference and made a part hereof, for the eight inch water main, have been submitted for execution; and

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

1. The Grant of Easement and the Bills of Sale, in substantially the forms attached hereto as Exhibits A and B, in favor of the St. Johns Service Company shall be executed by the Chair of the Board of County Commissioners and copies forwarded to St. Johns Service Company along with a certified copy of this Resolution to the attention of Mr. Glenn Holeves, Utility Assistant Manager, 200 North Laura St. Jacksonville, Florida 32203.

2. The Grant of Easement and the Bills of Sale shall be duly recorded by the Clerk in the official public records of St. Johns County, Florida.

PASSED AND ADOPTED this 22nd day of June 1993.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Linda Balavage  
Its Chair

ATTEST: Carl "Bud" Markel, Clerk

By: Wonne Carter  
Deputy Clerk



GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Easement, executed and given this \_\_\_\_ day of \_\_\_\_\_, 1993, by THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called "Grantor," to St. Johns Service Company, a Florida corporation, having an address at 200 North Laura Street, Jacksonville, Florida 32203 hereinafter called "Grantee."

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement which includes an 8 inch water main within the easement area and to operate, maintain, repair, replace, and remove pipes and mains constituting the underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water system services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the portions of the real property described and shown on Exhibit A attached hereto and made a part hereof, except those portions of said real property on which are constructed from time to time any buildings or structures; together with rights of ingress and egress on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted.

The easement herein granted is subject to any and all prior and subsequent grants, leases, covenants, restrictions, easements, liens and encumbrances affecting the above-described real estate and to the terms and conditions hereinafter set forth;

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is not inconsistent with the rights herein granted to Grantee: and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove cable television, telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

EXHIBIT A

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that associated equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water systems located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall each execute and deliver to the other instruments in recordable form relocating the easement hereby granted to the new Easement Area designated by Grantor and terminating this easement.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon easement area and the adjacent property owned by Grantor.

2. After any installation, construction, repair, replacement or removal of any water lines or equipment as to which easement rights are granted, Grantee shall repair, replace and restore in a manner reasonably acceptable to Grantor, the earth and/or fill, landscaping and planting and surface improvements, including, without limitation, the paving or other hard surfacing existing prior to such installation, construction, repair or replacement.

3. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

4. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the fee simple owner from time to time of the Easement Area or any part thereof.

Signed, sealed and delivered  
in the presence of:

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

\_\_\_\_\_  
Print Name

BY: \_\_\_\_\_  
Its Chair

\_\_\_\_\_  
Print Name

ATTEST: CARL "BUD" MARKEL, CLERK  
By : \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I am a notary public of the State of Florida, and my  
commission expires: \_\_\_\_\_.

THE FOREGOING INSTRUMENT was acknowledged before me on  
\_\_\_\_\_, 1993, by Linda Balsavage, and Carl "Bud" Markel,  
as Chair and Clerk respectively, who are personally known to  
me or who have produced \_\_\_\_\_ as identification  
and they (did) (did not) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

# MAP SHOWING

That certain tract or parcel of land being a part of Government Lot 12, Section 21, and a part of Government Lot 7, Section 22, all in Township 3 South, Range 29 East, St. Johns County, Florida, all being more particularly described as commencing at the Southeast corner of said Section 21; thence South 09°04'10" West, along the Southerly line of said Section 21, a distance of 500.90 feet; thence North 01°12'00" West, 777.01 feet to a point of curve; thence along a curve to the right, said curve being concave to the Southeast and having a radius of 30.00 feet, a distance of 15.53 feet, as measured along a chord bearing North 13°48'00" East to a point for the point of beginning, said point being situated in the Southerly right of way line of Library Boulevard (a 70 foot right of way); thence continue along said curve in said Southerly right of way line, a distance of 30.00 feet, as measured along a chord bearing North 50°48'00" East to a point of tangency; thence North 80°40'00" East, along said Southerly right of way line, 7.28 feet to a point of curve in said right of way line; thence along a curve to the right in said Southerly right of way line, said curve being concave to the Southwest and having a radius of 215.00 feet, a distance of 149.53 feet, as measured along a chord bearing South 70°51'04" East to a point of tangency; thence South 50°30'07" East along said Southerly right of way line, 154.24 feet to a point of curve in said right of way line; thence along a curve to the left in said Southerly right of way line, said curve being concave to the Northeast and having a radius of 280.79 feet, a distance of 269.96 feet, as measured along a chord bearing South 79°14'00" East to an intersection with the Westerly right of way line of State Road A-1-A (a 180 foot right of way); thence South 17°57'52" East, along said Westerly right of way line of State Road A-1-A, 620.55 feet to a point in the Southerly line of said Section 22; thence South 09°02'18" West, along said Southerly line of Section 22, a distance of 100.00 feet; thence North 00°57'42" West, 15.00 feet; thence North 89°02'18" East, parallel with said Southerly line of Section 22 and 15 feet therefrom, as measured at right angles thereto, 79.73 feet; thence North 17°57'52" West, parallel with said Westerly right of way line of State Road A-1-A and 15 feet therefrom, as measured at right angles thereto, 593.66 feet; thence along a curve to the right, said curve being concave to the Northeast and lying 15 feet Southerly from said Southerly right of way line of Library Boulevard, as measured radial thereto, said curve having a radius of 295.79 feet, a distance of 271.13 feet, as measured along a chord bearing North 77°46'50" West to a point of tangency; thence North 50°30'07" West, parallel with said Southerly right of way line and 15 feet therefrom, as measured at right angles thereto, 79.24 feet; thence South 39°29'53" West, 95.00 feet; thence North 50°30'07" West, 15.00 feet; thence North 39°29'53" East, 95.00 feet to a point 15 feet South of said Southerly right of way line, as measured at right angles thereto; thence North 50°30'07" West, parallel with said Southerly right of way line and 15 feet therefrom, as measured at right angles thereto, 60.00 feet to a point of curve; thence along a curve to the left, said curve being concave to the Southwest and lying 15 feet Southerly from said Southerly right of way line, as measured radial thereto, said curve having a radius of 200.00 feet, a distance of 139.10 feet, as measured along a chord bearing North 70°51'03" West to a point of tangency; thence South 88°40'00" West, 33.26 feet to the point of beginning.

Date: August 19, 1992

For: ST. JOHNS COUNTY

Scale: 1" = 100'

R. L. CROASDELL CO.  
Civil Engineering & Land Surveying  
429 East Adams Street, Jacksonville, Florida

CERTIFICATION: The map and legal description (NOT A SURVEY) shown hereon meets the minimum technical standards for same as set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

SIGNED:   
Florida Registered Land Surveyor No. 3058

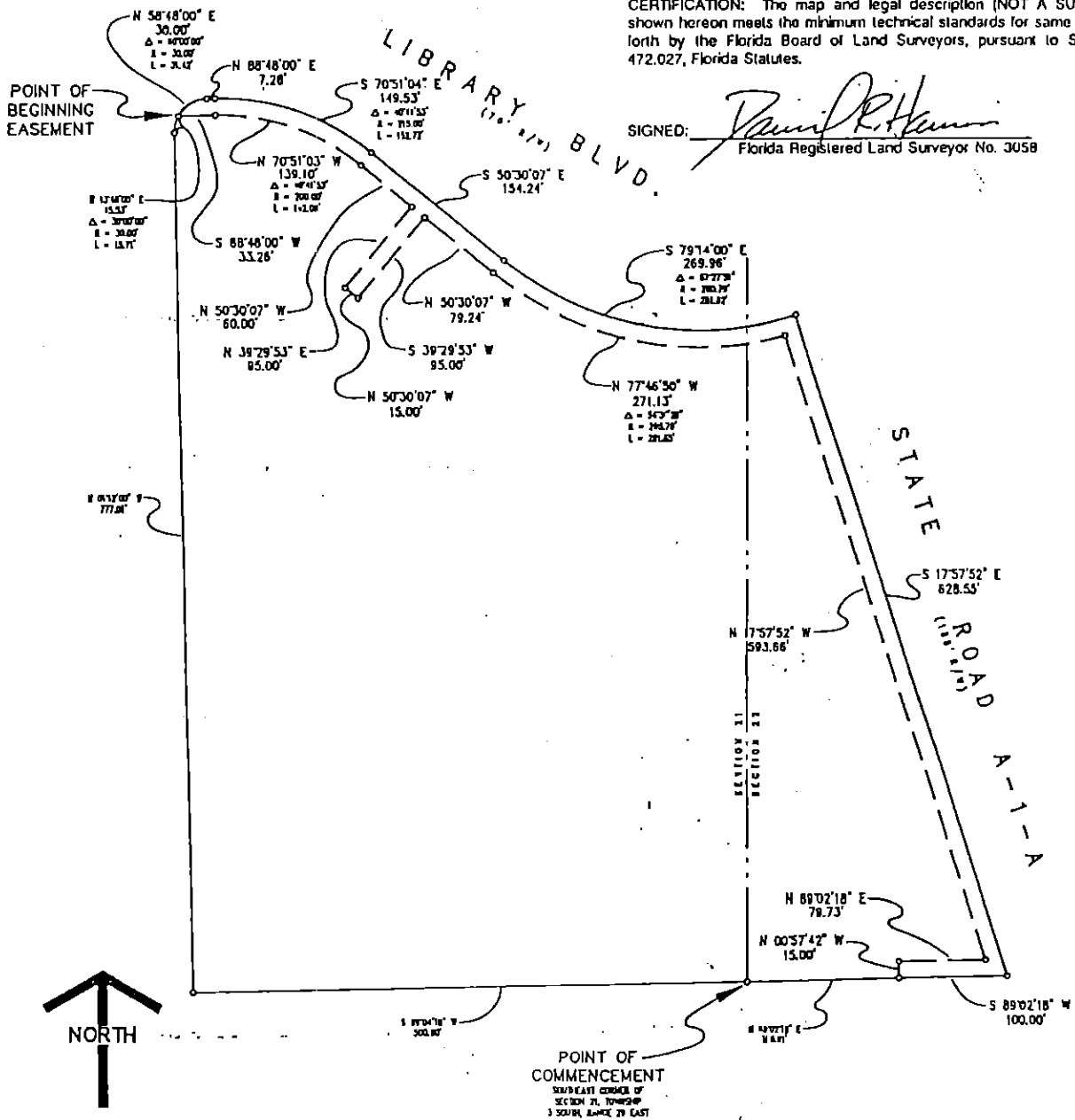


EXHIBIT A

# Bill of Sale

(ABSOLUTE)

Board of County Commissioners of St. Johns County, the Seller, in consideration of the sum of Ten and No/100----- Dollars, received from St. Johns Service Company

hereby, on this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_, sells to the Buyer \_\_\_\_\_ the personal property described as: All lines, pipes, valves, fittings, fire hydrants, and other physical facilities, and all of the grantor's inherent rights and privileges that pertain to the operation of or ownership of the water supply system, installed for the benefit of the St. Johns County Fire Station and Library, that are located within the boundaries of the attached legal description; said physical facilities more particularly described as follows:

<u>Library Water</u>	<u>Fire Station Water</u>
360' 8" P.V.C. Pipe	340' 8" P.V.C. Pipe
100' 6" P.V.C. Pipe	1 Service
1 Fire Hydrant	
2 Services	

and warrants that the property is free of all encumbrances, that good title to and right to sell that property are vested in the Seller, and that the Seller will defend the title against the lawful claims of all persons.

County  
(~~XXXXXX~~ Seal)

Board of County Commissioners of  
St. Johns County, Florida

ATTEST:

By: \_\_\_\_\_  
Its ~~XXXXXX~~ Clerk

By: \_\_\_\_\_  
Its ~~XXXXXX~~ Chair

SIGNED AND SEALED IN OUR PRESENCE:

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STATE OF FLORIDA  
COUNTY OF ST. JOHNS

{ ss.

Before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known to be the individuals and officers described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their own free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said ~~XXXXXX~~ County. No oath was taken.  
WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_,  
at \_\_\_\_\_, County and State aforesaid.

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Notary Public In and For the County and State Aforesaid.  
My Commission Expires:

