

RESOLUTION NO. 99-127

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO ST. JOHNS COUNTY NEEDED TO PROVIDE WATER SERVICE TO CERTAIN PROPERTIES LOCATED OFF CRESCENT TECHNICAL COURT.

WHEREAS, Keith D. Wyble has executed and presented to St. Johns County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, needed to provide water service to certain properties located off Crescent Technical Court; and

WHEREAS, through the use of this easement St. Johns County Utility Department will install water service meters at locations that best serves the properties.

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

1. The Easement for Utilities attached hereto as Exhibit "A", is hereby accepted.
2. The Clerk is instructed to record the Easement for Utilities in the public records of St. Johns County, Florida.

PASSED AND ADOPTED this 21 day of September, 1999.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

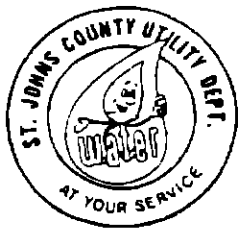
By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

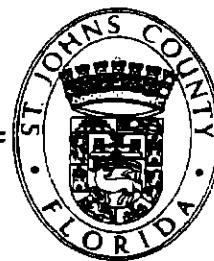
By: Patricia DeGrade
Deputy Clerk

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners




P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Fax: (904) 461-7619



IOM

TO: Mary Ann Blount, Real Estate Officer
Laurie Braddock, Assistant Real Estate Officer

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities 

DATE : September 7, 1999

SUBJECT: Easement - To Access Crescent Technical Court

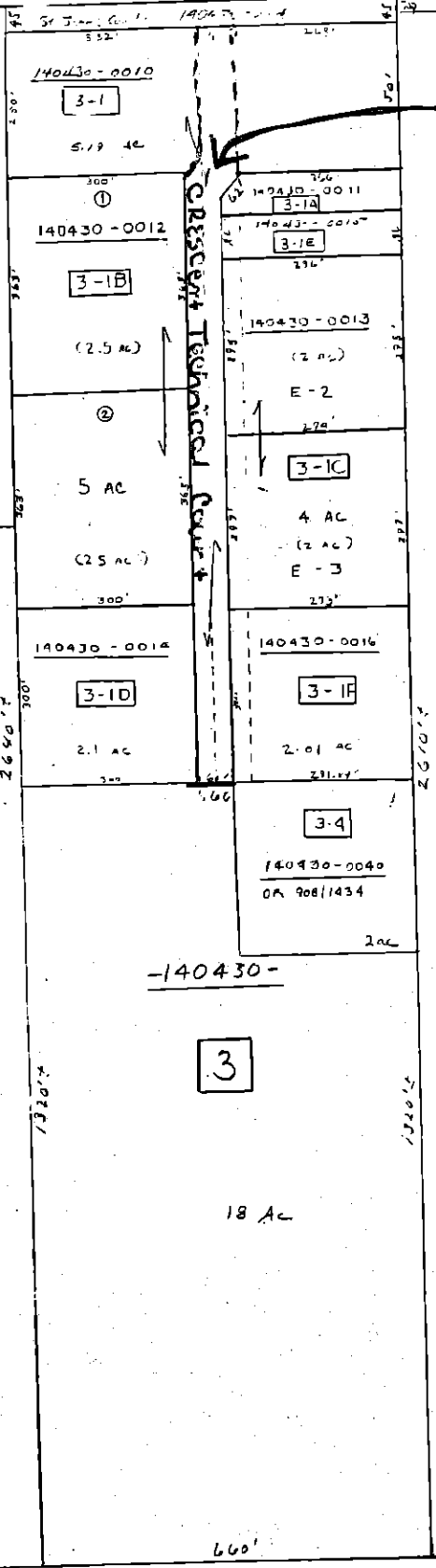
Please be informed that the proposed grant of easement at the above referenced location will be utilized by the St. Johns County Utility Department to provide water services to properties that are using the easement for ingress/egress.

Through the use of the easement, the Utility Department will install water service meters at locations that best serves the commercial properties adjacent to the Crescent Technical Court Easement. The Easement will also be used to maintain an 8" water main that will be installed by a private developer/property owner and dedicated to St. Johns County upon completion of the construction.

WATSON ROAD

W A T S O N

Easement



140420-0000

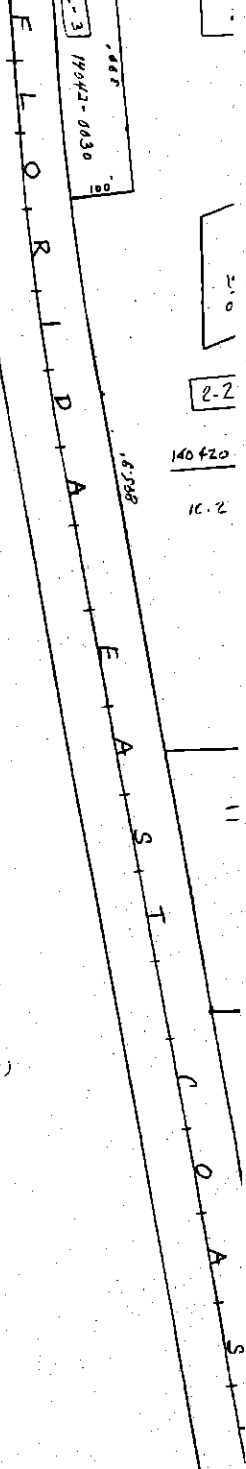
2

(50 AC)

(177.1 AC)

3

18 AC



3680'±

660'

1040'±

000

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1 day of September, 1999, by KEITH D. WYBLE, conveying his separate non-homestead property, whose address is P. O. Box 2089, St. Augustine, Florida 32085-0289, hereinafter called "Grantor", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida, hereinafter called "Grantee".

WITNESSETH:

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 easement and right-of-way to install, construct, 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 utility service (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Exhibit "A" attached hereto (the "Easement Area"); 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. This Easement is for water utility services only and does not convey any right to install other utilities such as cable television service lines.

(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 consistent 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 telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footings and/or anchors for surface improvements.

(b) All Water Lines and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same 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 to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the underground water utility lines and facilities located within the Easement Area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(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 the adjacent property owned by Grantor.

2. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which Easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused by Grantee's negligence.

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

5. For the purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name

the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

GRANTOR:

Donna R. Smith
(Print Name) Donna R. Smith

Keith D. Wyble
KEITH D. WYBLE

Alice J. Costeira
(Print Name) ALICE J. COSTEIRA

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of September
1999, by KEITH D. WYBLE, who is personally known to me or has produced
4/17 as identification.

Donna R. Smith
Notary Public
State of Florida at Large
Commission #
My Commission Expires:



Exhibit "A"

A parcel of land in the North $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 8 South, Range 29 East, St. Johns County, Florida, and being more particularly described as follows: From the Northeast corner of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 24 run North 89 degrees 14 minutes 56 seconds West, along the North line of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 24 for a distance of 267.65 feet to a point; thence run South 0 degrees 02 minutes 48 seconds West, on a line parallel to the West line of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast corner of said Section 24 for a distance of 30.00 feet to the Point of Beginning of the parcel of land hereinafter described (said P.O.B. being on the South line of a roadway as described in Official Records Book 324, page 145 of the public records of St. Johns County, Florida); thence continue South 0 degrees 02 minutes 48 seconds West for a distance of 265.00 feet to a point of curvature; thence run Southwesterly along the arc of a circular curve to the right, having for its elements a radius of 30.00 feet and a central angle of 60 degrees 00 minutes 00 seconds for a distance of 31.42 feet to a point of reverse curvature; thence run Southwesterly along the arc of a circular curve to the left, having for its elements a radius of 30.00 feet and a central angle of 60 degrees 00 minutes 00 seconds for a distance of 31.42 feet to a point of tangency; thence run South 0 degrees 02 minutes 48 seconds West for a distance of 981.21 feet, more or less, to a point 5.00 feet North of the South line of the North $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence run North 89 degrees 10 minutes 21 seconds West, on a line parallel to the South line of the North $\frac{1}{2}$ of the East $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 24 for a distance of 60.01 feet to a point; thence run North 0 degrees 02 minutes 48 seconds East for a distance of 1033.46 feet to a point of curvature; thence run Northeasterly along the arc of a circular curve to the right, having for its elements a radius of 30.00 feet and a central angle of 60 degrees 00 minutes 00 seconds for a distance of 31.42 feet to a point of reverse curvature; thence run Northeasterly along the arc of a circular curve to the left, having for its elements a radius of 30.00 feet and a central angle of 60 degrees 00 minutes 00 seconds for a distance of 31.42 feet to a point of tangency; thence run North 0 degrees 02 minutes 48 seconds East for a distance of 212.67 feet, more or less, to the South line of a roadway as recorded in Official Records Book 324, page 145; thence run South 89 degrees 14 minutes 56 seconds East along the South line of Official Records Book 324, page 145 roadway for a distance of 60.01 feet to the Point of Beginning.