

RESOLUTION NO. 2000- 50

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENTS FOR UTILITIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER AND SERVICE FOR WALDEN CHASE SUBDIVISION.**

**WHEREAS**, Walden Chase Developers, LTD., a Florida limited partnership and U-Can II, a Florida corporation, have executed and presented to the County the Easements for Utilities for water and sewer service for Walden Chase Subdivision, attached hereto as Exhibits "A" and "B", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved Easements for purposes mentioned above; and

**WHEREAS**, acceptance of the easements better serves the health, safety and welfare of the citizens.

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

Section 1. The acceptance of the Easements for Utilities attached hereto as Exhibits "A" and "B" are hereby approved.

Section 2. The Clerk is instructed to record the original Easements for Utilities in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, this 18<sup>th</sup> day of April, 2000.

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

By: James E. Bryant  
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Wenne King  
Deputy Clerk

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 3 day of March 21, 2000, by **U-CAN II, INC.**, a Florida corporation, having an address of 10575 Old Dixie Highway, St. Augustine, Florida 32095 (the "Grantor") to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O. Drawer 349, St. Augustine, Florida 32085 (the "Grantee")

### WITNESSETH:

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

1. Grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting an underground water distribution system and sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (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 and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(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, footing and/or anchors for surface improvements.

(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 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 and sewer 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. 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.

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 owner from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and delivered in the presence of:

Mark R Wells  
Print: MARK R WELLS  
[Signature]  
Print: LETA HART

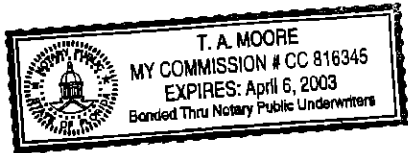
GRANTOR:

U-CAN II, INC., a Florida corporation

By: JOHN B HART, PRES  
Name: John B. Hart  
Its: PRES

STATE OF FLORIDA        }  
  SS  
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 2000, by John Bright, the President of U-Can II, Inc., a Florida corporation, on behalf of the corporation.



T. A. Moore  
(Print Name T. A. Moore)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

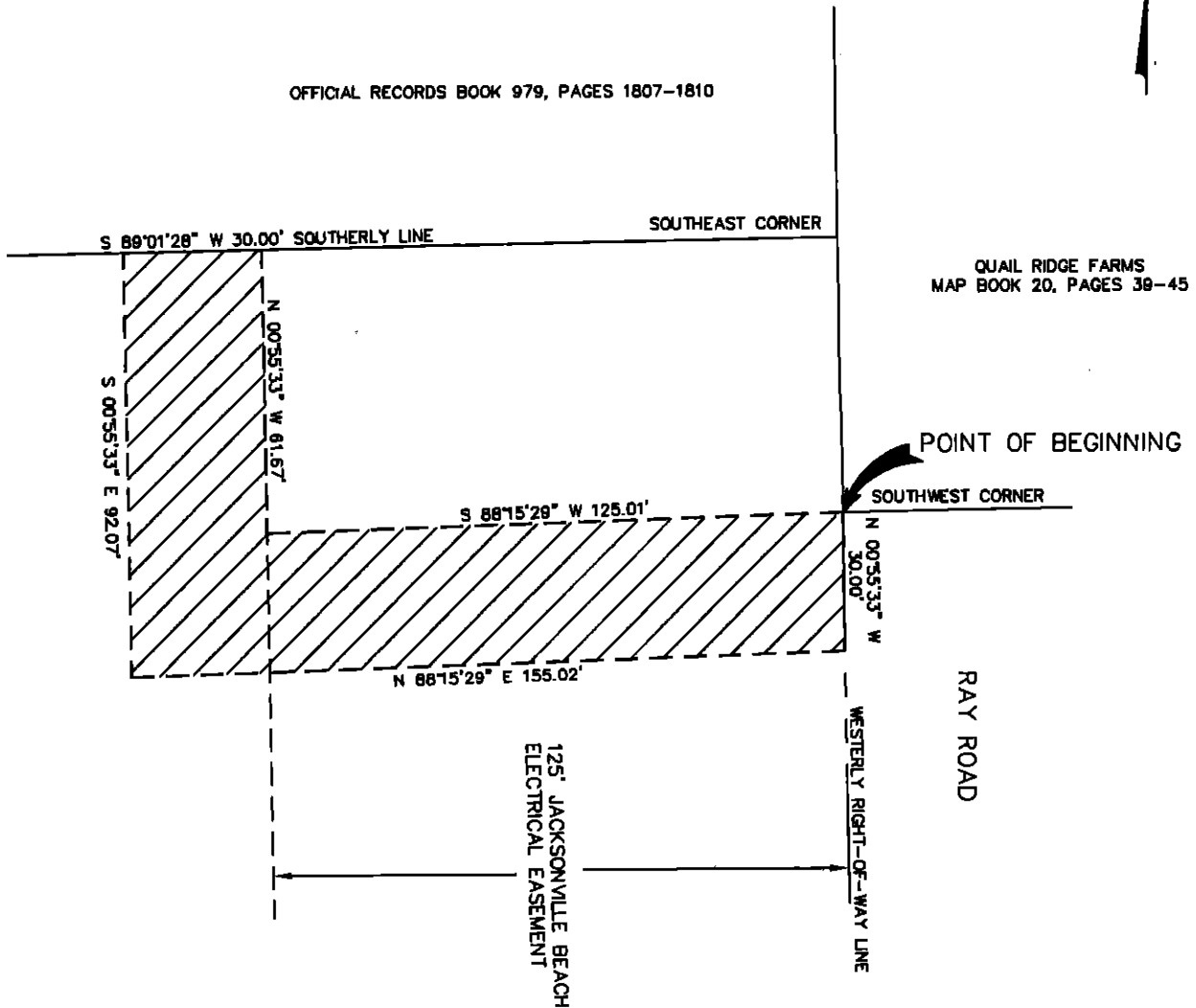
Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT A**

# MAP SHOWING

A PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF QUAIL RIDGE FARMS, AS RECORDED IN MAP BOOK 20, PAGES 39 THROUGH 45, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF RAY ROAD; THENCE SOUTH 88 DEGREES 15 MINUTES 29 SECONDS WEST, 125.01 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A 125 FOOT JACKSONVILLE BEACH ELECTRICAL EASEMENT; THENCE NORTH 00 DEGREES 55 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 61.67 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 979, PAGES 1807 THROUGH 1810, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 01 MINUTES 28 SECONDS WEST, ALONG THE SAID SOUTHERLY LINE, 30.00 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 33 SECONDS EAST, 92.07 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 29 SECONDS EAST, 155.02 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAY ROAD; THENCE NORTH 00 DEGREES 55 MINUTES 33 SECONDS WEST, ALONG THE SAID WESTERLY LINE, 30.00 FEET TO THE SOUTHWEST CORNER OF SAID QUAIL RIDGE FARMS AND THE POINT OF BEGINNING.

CONTAINING 0.15 ACRES MORE OR LESS.



NOTE: BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON FLORIDA STATE PLANE COORDINATES FLORIDA EAST, NAD 83, GENERATED BY GPS OBSERVATIONS.

I CERTIFY TO JE A

THAT THIS MAP MEETS REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17, F.A.C.



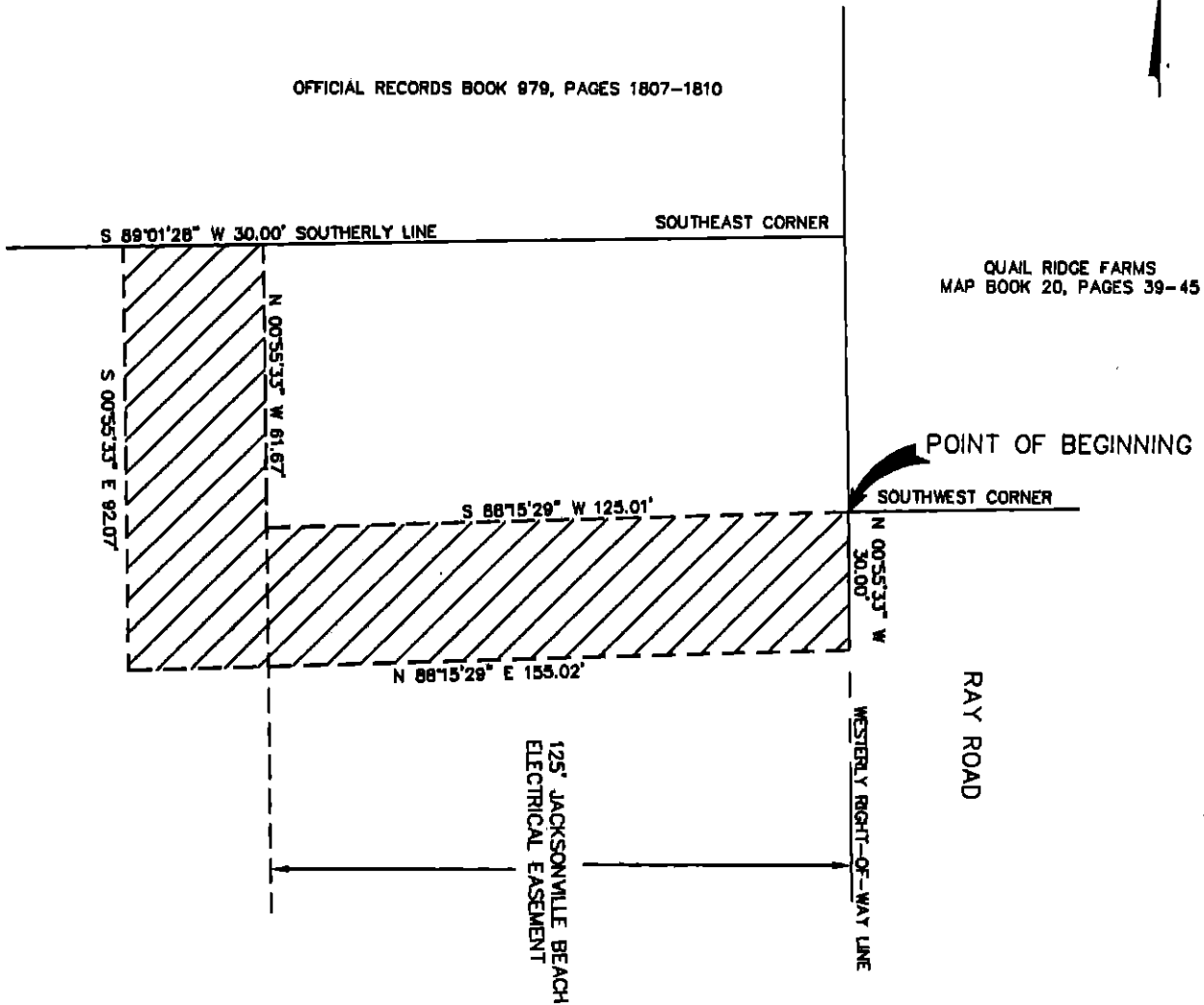
DEGROVE  
SURVEYORS, INC.  
2131 CORPORATE SQUARE BLVD.  
JACKSONVILLE, FLORIDA 32216  
(904) 722-0400

SIGNED  
GORDON R. NILES FLORIDA SURVEYOR AND MAPPER  
REGISTRATION # 4112, L.B. # 4603  
DATE: JANUARY 24, 2000 SCALE 1" = 40'

# MAP SHOWING

A PORTION OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF QUAIL RIDGE FARMS, AS RECORDED IN MAP BOOK 20, PAGES 39 THROUGH 45, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF RAY ROAD; THENCE SOUTH 88 DEGREES 15 MINUTES 29 SECONDS WEST, 125.01 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A 125 FOOT JACKSONVILLE BEACH ELECTRICAL EASEMENT; THENCE NORTH 00 DEGREES 55 MINUTES 33 SECONDS WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 61.67 FEET TO A POINT ON THE SOUTHERLY LINE OF THE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 979, PAGES 1807 THROUGH 1810, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89 DEGREES 01 MINUTES 28 SECONDS WEST, ALONG THE SAID SOUTHERLY LINE, 30.00 FEET; THENCE SOUTH 00 DEGREES 55 MINUTES 33 SECONDS EAST, 92.07 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 29 SECONDS EAST, 155.02 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID RAY ROAD; THENCE NORTH 00 DEGREES 55 MINUTES 33 SECONDS WEST, ALONG THE SAID WESTERLY LINE, 30.00 FEET TO THE SOUTHWEST CORNER OF SAID QUAIL RIDGE FARMS AND THE POINT OF BEGINNING.

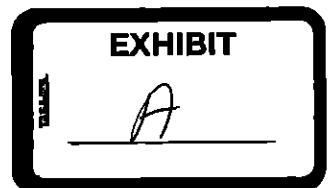
CONTAINING 0.15 ACRES MORE OR LESS.



NOTE: BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON FLORIDA STATE PLANE COORDINATES FLORIDA EAST, NAD 83, GENERATED BY GPS OBSERVATIONS.

I CERTIFY TO JEA

THAT THIS MAP MEETS REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 61G17, F.A.C.



DEGROVE  
SURVEYORS, INC.  
2131 CORPORATE SQUARE BLVD.  
JACKSONVILLE, FLORIDA 32218  
(904) 722-0400

SIGNED  
GORDON R. NILES FLORIDA SURVEYOR AND MAPPER  
REGISTRATION # 4112, L.B. # 4803

DATE: JANUARY 24, 2000 SCALE 1" = 40'

**EXHIBIT B**

**PERMITTED EXCEPTIONS**

THIS INSTRUMENT WAS PREPARED BY:  
JOHN G. METCALF  
PAPPAS, METCALF & JENKS, P. A.  
200 W. FORSYTH STREET, SUITE 1400  
JACKSONVILLE, FLORIDA 32202

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 24<sup>th</sup> day of March, 2000, by **WALDEN CHASE DEVELOPERS, LTD.**, a Florida limited partnership, having an address of One San Jose Place, Suite 26, Jacksonville, Florida 32257 (the "Grantor") to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O. Drawer 349, St. Augustine, Florida 32085 (the "Grantee")

### WITNESSETH:

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

1. Grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting an underground water distribution system and sewer collection system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (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 and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(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, footing and/or anchors for surface improvements.

(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 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 and sewer 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. 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.

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 owner from time to time of the Easement Area or any part thereof.

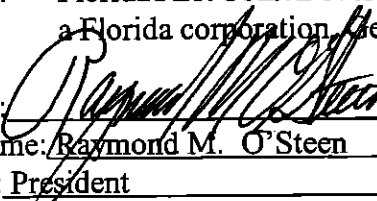
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

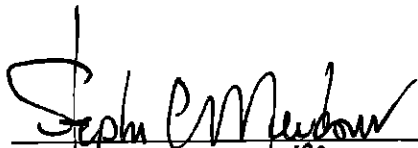
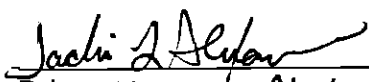
Signed, Sealed and delivered in the presence of:

**GRANTOR:**

**WALDEN CHASE DEVELOPERS, LTD.,** a Florida limited partnership

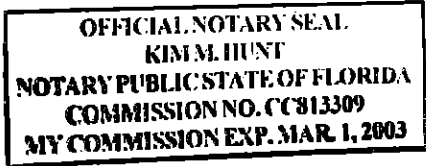
By: Florida First Coast Development Corporation, a Florida corporation, General Partner

By:   
Name: Raymond M. O'Steen  
Its: President

  
Print: STEPHEN C. MEADOWS  
  
Print: JACKIE L. ALEXANDER

STATE OF FLORIDA     )  
  SS  
COUNTY OF Duval     )

The foregoing instrument was acknowledged before me this 24 day of March, 2000, by **Raymond M. O'Steen**, the President of Florida First Coast Development Corporation, General Partner of Walden Developers Chase, Ltd., a Florida limited partnership, on behalf of the partnership.



Kim M Hunt  
\_\_\_\_\_  
(Print Name Kim M Hunt )  
NOTARY PUBLIC  
State of Florida at Large  
Commission # CC 813309  
My Commission Expires: 3-1-2003  
Personally known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
\_\_\_\_\_



**Robert M. Angas Associates, Inc.**  
Land Surveyors, Planners and Civil Engineers  
Since 1924

14775 St. Augustine Road  
Jacksonville, FL 32258  
Tel: (904) 642-8550  
Fax: (904) 642-4165

March 08, 2000

Work Order No. 99-039.04

File No. 115A-24G

**25 Foot Unobstructed Easement for Water and Sewer**

**Walden Chase Phase One**

A part of Section 11, Township 5 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the corner common to Sections 1, 2, 11, and 12, all of said Township 5 South, Range 28 East, and run thence South  $00^{\circ}56'43''$  East, along the Easterly line of Section 11, a distance of 579.20 feet; run thence North  $90^{\circ}00'00''$  West, departing said section line, a distance of 125.04 feet to the Westerly line of that certain 125 foot wide Jacksonville Beach Electrical Easement as described and recorded in Official Records Book 568, Page 883 of the Public Records of said county and the Point of Beginning.

From the Point of Beginning thus described, run thence South  $00^{\circ}56'43''$  East, along said Westerly line of the 125 foot Electrical Easement, a distance of 2,098.00 feet to the Southeasterly line of those lands described in Deed Book 204, Page 328 of said Public Records; run thence South  $88^{\circ}51'21''$  West, along said Southeasterly line, a distance of 25.00 feet; run thence North  $00^{\circ}56'43''$  West, parallel to and 25 feet West of said 125 foot Electrical Easement, a distance of 2,098.50 feet; run thence South  $90^{\circ}00'00''$  East, a distance of 25.00 feet to the Point of Beginning.



**Exhibit B**

**PERMITTED EXCEPTIONS**

1. Drainage Easement by and between Walden Chase Homeowner's Association, Inc., a Florida not-for-profit corporation, and Walden Chase Developers, Ltd., a Florida limited partnership, and DDI, Inc., a Florida corporation, dated April 1, 1999 and recorded on April 7, 1999 in Official Records Book 1400 at Page 320 of the public records of St. Johns County, Florida.
2. Assignment of Development Rights from McCormick Properties, Ltd., a Florida limited partnership, to Walden Chase Developers, Ltd., a Florida limited partnership, dated April 1, 1999 and recorded on April 7, 1999 in Official Records Book 1400 at page 290 of the public records of St. Johns County, Florida.
3. Terms and Conditions of Special Warranty Deed from DDI, Inc., a Florida corporation to Walden Chase Developers, Ltd., a Florida limited partnership, dated April 1, 1999 and recorded on April 7, 1999 in Official Records Book 1400 at Page 297 of the public records of St. Johns County, Florida.
4. Terms and Conditions of Special Warranty Deed from The Episcopal Church in the Diocese of Florida, Inc., a Florida not-for-profit corporation to Walden Chase Homeowner's Association, Inc., a Florida not-for-profit corporation, dated March 31, 1999 and recorded on April 7, 1999 in Official Records Book 1400 at Page 280 of the public records of St. Johns County, Florida.
5. Reciprocal Drainage Easement by and between DDI, Inc., a Florida corporation, Walden Chase Developers, Ltd., a Florida limited partnership and the Episcopal Church of the Diocese of Florida, Inc., a Florida not-for-profit corporation dated April 1, 1999 and recorded on April 7, 1999 in Official Records Book 1400 at Page 328 of the public records of St. Johns County, Florida.
6. Assignment of Development Rights from DDI, Inc., a Florida Corporation, and Walden Chase Developers, Ltd., a Florida limited partnership, dated April 1, 1999 and recorded April 7, 1999 in Official Records Book 1400 at Page 313 of the public records of St. Johns County, Florida.
7. Compliance Agreement between DDI, Inc., a Florida corporation and Walden Chase Developers, Ltd., a Florida limited partnership, dated April 1, 1999 and recorded on April 7, 1999 in Official Records Book 1400 at Page 346 of the public records of St. Johns County, Florida.

**EASEMENT FOR UTILITIES**  
**CONSENT AND JOINDER**

Tucker Federal Bank d/b/a/ Fairfield Mortgage, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1400, page 361 of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of:

Jackie L. Alexander  
Print: Jackie L. Alexander

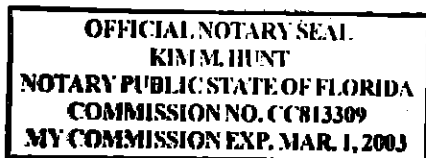
Kim M. Hunt  
Print: Kim M. Hunt

Tucker Federal Bank d/b/a/ Fairfield Mortgage

BY: Stephen C Meadows  
ITS: STEPHEN C MEADOWS  
ITS: Vice President

STATE OF FLORIDA        }  
  }SS  
COUNTY OF Duval        }

The foregoing instrument was acknowledged before me this 24 day of March, 2000, by STEPHEN C MEADOWS, as Vice President of Tucker Federal Bank DBA FAIRFIELD MORTGAGE on behalf of the bank.



Kim M Hunt  
(Print Name Kim M Hunt)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # CC 813309  
My Commission Expires: 3-1-2003  
Personally Known X  
or Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced