

RESOLUTION NO. 2000- 71

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A GRANT OF EASEMENT FROM MALEY FAMILY LIMITED PARTNERSHIP TO ST. JOHNS COUNTY FOR ACCESS TO THE LIFT STATION AND TOWER SITE LOCATED OFF STATE ROAD NO. 16.

WHEREAS, Maley Family Limited Partnership is the owner of property where the Exxon Station is located at the intersection of State Road No. 16 and I-95; and

WHEREAS, the County currently uses a 10 foot strip along the Northerly side of the property for access to a lift station and tower site; and

WHEREAS, due to the reconstruction of the Exxon Station, the access used by the County was relocated and Maley Family Limited Partnership has executed and delivered to the County a Grant of Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to provide access across the new location.

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

Section 1. The above described Grant of Easement, attached hereto is hereby accepted.

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

PASSED AND ADOPTED, this 16th day of May, 2000.

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

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

ATTEST: Cheryl Strickland, Clerk

Cheryl Strickland
Deputy Clerk

This Instrument Prepared By:
John D. Bailey, Jr.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
File No. 6-99-490

EXHIBIT "A" TO RESOLUTION

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") is made and executed this 23 day of FEB, 2000, by MALEY FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership, whose post office address is 3434 Raulerson Road, St. Augustine, Florida 32092 ("Grantor") in favor of ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose post office address is c/o Clerk of the Court, Post Office Drawer 349, St. Augustine, Florida 32085 ("Grantee").

1. **Grant of Easement.** Grantor, for and in consideration of the sum of Ten Dollars and No/100's (\$10.00) paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors, legal representatives, and assigns a non-exclusive easement for vehicular ingress and egress on and over all drives and parking areas as may exist from time to time upon the property described on Exhibit "A" attached hereto (the "Maley Property").

2. **Benefitted Property.** The Easement granted herein is for the benefit of and shall be appurtenant to the tower and lift station easements held by Grantee over a contiguous parcel.

3. **Hold Harmless.** Grantee, to the extent allowed by law, shall hold the Grantor and its assigns harmless from any and all liability for injuries, death or damages arising out of Grantee's use of the Maley Property.

4. **Attorneys' Fees.** In connection with any litigation arising out of this Easement, the prevailing party shall be entitled to recover reasonable attorney fees and costs at all levels of the proceedings in addition to any other relief granted.

5. **Rights of Grantor.** Grantor specifically reserves the right for itself, its successors and assigns, to grant additional easements and to use the drives and parking areas of Maley Property for ingress and egress parking and all other purposes not inconsistent with the rights granted herein. Grantor further reserves the right to modify, improve, reconfigure and relocate any and all drives and parking areas which may exist from time to time on the Maley Property and to construct additions and/or structures within such drives and parking areas, so long as vehicular access to Grantee's lift station easement is not interrupted or obstructed.

6. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

MALEY FAMILY LIMITED PARTNERSHIP, a
Florida Limited Partnership

BY: L SQUARED INDUSTRIES, INC., its
General Partner

John D. Bailey Jr.
Witness JOHN D. BAILEY JR.

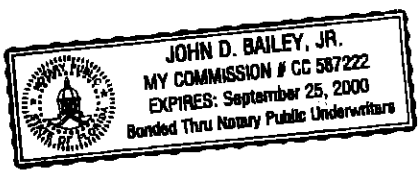
By: [Signature]
Print Name: Robert Maley
Its: Pres

Gloria H. Banta
Witness GLORIA H. BANTA

GRANTOR

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 23 day of FEB., 2000, by ROBERT MALEY as PRESIDENT of L. Squared Industries, Inc., the general partner of Maley Family Limited Partnership, a Florida Limited partnership, on behalf of the corporation and partnership, who () is personally known to me or () has produced Florida driver's license number _____ as identification.



John D. Bailey Jr.
Notary Public

(Name of Notary Printed/Typed/Stamped)
Commission Number: _____
Commission Expires: _____

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
MALBY FAMILY LIMITED PARTNERSHIP
3434 Raulerson Road
St. Augustine, Florida 32092

A PART OF GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. LOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE RUN SOUTH 41 DEGRESS 34 MINUTES 30 SECONDS WEST, A DISTANCE OF 139.39 FEET TO A POINT ON THE CENTERLINE OF STATE ROAD 16 (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE RUN ALONG SAID CENTERLINE NORTH 73 DEGREES 56 MINUTES WEST 488.48 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A CURVE TO THE RIGHT (RIGHT 636.62 FEET) TO A POINT OF TANGENCY HAVING A CHORD BEARING OF NORTH 55 DEGREES 05 MINUTES WEST AND A CHORD DISTANCE OF 411.36 FEET; THENCE CONTINUE ALONG SAID CENTERLINE NORTH 38 DEGREES 14 MINUTES WEST A DISTANCE OF 173.88 FEET; THENCE RUN NORTH 53 DEGREES 46 MINUTES EAST A DISTANCE OF 132.00 FEET TO A POINT ON THE FUTURE RIGHT OF WAY LINE AS SHOWN ON S. R. D. RIGHT OF WAY PLAN FOR S. R. 9, F. I. 95, SECTION 78080-2405, DATED APRIL 23, 1964; THENCE RUN ALONG SAID FUTURE EASTERLY RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT (R-1013.92 FEET TO A POINT HAVING A CHORD BEARING OF SOUTH 39 DEGREES 42 MINUTES EAST AND A CHORD DISTANCE OF 123.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN NORTH 53 DEGREES 44 MINUTES EAST 382.10 FEET TO THE FUTURE WESTERLY RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 95 AS SHOWN ON SAID S. R. D. PLAN; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 5 DEGRESS 33 MINUTES EAST 349.72 FEET TO A POINT; THENCE RUN ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 53 DEGRESS 44 MINUTES WEST 118.39 FEET; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE OF S. R. 16 ALONG A CHORD DISTANCE OF 312.46 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1.8 ACRES MORE OR LESS
78,408 SQUARE FEET MORE OR LESS

