

RESOLUTION NO. 2002- 73

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE SANITARY SEWER TO PARCELS 17, 18, 19 AND 20, SAINT JOHNS NORTH WEST QUADRANT.**

**WHEREAS**, IT Land Associates, LLC has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to provide sanitary sewer to Parcels 17, 18, 19 and 20, Saint Johns North West Quadrant; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the easement as stated in Memorandum attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

**WHEREAS**, acceptance of this easement for purposes mentioned above is in the best interest of the public.

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

Section 1. The above described Easement for Utilities attached hereto, is hereby accepted.

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

**PASSED AND ADOPTED** this 7<sup>th</sup> day of May, 2002.

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

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

**ATTEST:** Cheryl Strickland, Clerk

By: Patricia De Grande  
Deputy Clerk

RENDITION DATE 5-9-02

Exhibit "A" to Resolution

PREPARED BY  
AND RETURN TO:

GARY G. DAVENPORT, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
200 WEST FORSYTH STREET, # 1400  
JACKSONVILLE, FL 32202

**EASEMENT FOR UTILITIES**  
**(18 OFFSITE - INTERCHANGE NORTHWEST)**  
( PARCEL 18 OFFSITE, SANITARY SEWER  
& ASSOCIATED IMPROVEMENTS )

THIS EASEMENT executed and given this 4<sup>th</sup> day of MARCH, 2002 by IT  
**LAND ASSOCIATES, LLC**, with an address of c/o Davidson Development, Inc., 101 East Town  
Place, Suite 200, St. Augustine, Florida 32092, hereinafter called "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, 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 permanent easement and right-of-way to install, construct, operate,  
maintain, repair, replace and remove pipes and mains constituting the sewer collection  
system, (including lift stations if applicable) and all other equipment and appurtenances as may be  
necessary or convenient for the operation of the underground 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 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.

(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. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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 to improvements by Grantee's negligence.

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

5. 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:

[Signature]  
Print: RICK PARIANI  
[Signature]  
Print: Judy C. Hall

IT LAND ASSOCIATES, LLC, a Florida limited liability company

By: [Signature]  
James E. Davidson, Jr.  
Executive Vice President/Manager  
Development Administration

[CORPORATE SEAL]

STATE OF Florida )  
  )SS  
COUNTY OF St. Johns )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March 2002, by **JAMES E. DAVIDSON, JR.**, as Executive Vice President/Manager of Development Administration, on behalf of the company.



Anita M. Hampton  
(Print Name Anita M. Hampton)  
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 \_\_\_\_\_

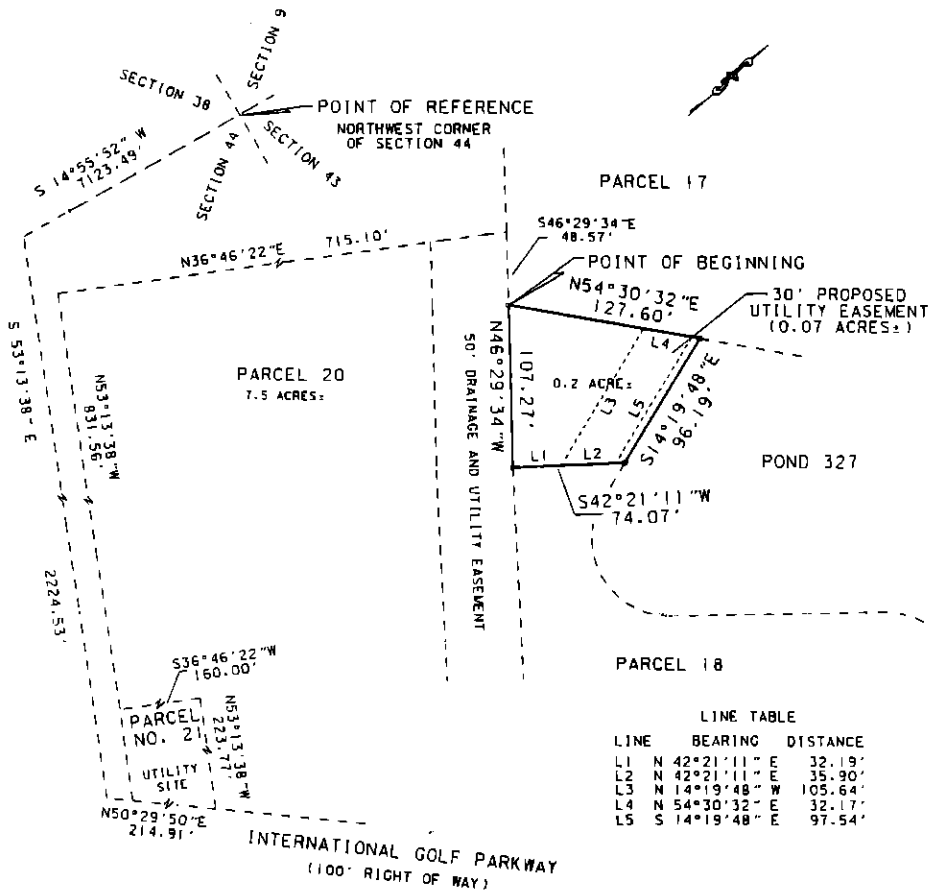
**EXHIBIT A**

**Easement Area**

**MAP OF  
NORTHWEST QUADRANT  
DRAINAGE AND UTILITY EASEMENT**

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF SECTION 44 OF SAID TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 14°55'52" WEST ALONG THE WEST LINE OF SAID SECTION 44 AND ITS SOUTHERLY PROJECTION THEREOF, A DISTANCE OF 7123.49 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 2224.53 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET; THENCE SOUTH 36°46'22" WEST, A DISTANCE OF 160.00 FEET; THENCE NORTH 53°13'38" WEST, A DISTANCE OF 831.56 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 715.10 FEET TO A POINT; THENCE SOUTH 46°29'34" EAST, A DISTANCE OF 48.57 FEET TO THE POINT OF BEGINNING; THENCE NORTH 54°30'32" EAST, A DISTANCE OF 127.60 FEET; THENCE SOUTH 14°19'48" EAST, A DISTANCE OF 96.19 FEET TO A POINT IN A SOUTHERLY LINE OF PARCEL 18; THENCE SOUTH 42°21'11" WEST ALONG SAID SOUTHERLY LINE OF PARCEL 18, A DISTANCE OF 74.07 FEET; THENCE NORTH 46°29'34" WEST, A DISTANCE OF 107.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2 ACRES MORE OR LESS.



**NOTES:**

1. BEARINGS SHOWN HEREON BASED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AS BEING SOUTH 50°29'50" WEST.
2. L2 DENOTES TABULATED LINE DATA.

**THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY**

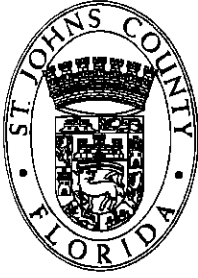


I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

**Bessent, Hammack & Ruckman, Inc.**  
 Engineers • Planners • Landscape Architects • Surveyors  
 1900 Corporate Square Boulevard  
 Jacksonville, Florida 32216  
 Phone (904) 721-2991 Fax (904) 725-0171  
 Certification Number LB 6739

*Carl J. Schellhase*  
 CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021  
 DATED: AUGUST 5, 19 99  
 SCALE: 1" = 100'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER




**ST. JOHNS COUNTY**  
UTILITY DEPARTMENT  
2175 Mizell Road  
P.O. Drawer 3006  
St. Augustine, Florida 32085-3006

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Mary Ann Blount, Real Estate Manager  
Laurie Braddock, Real Estate Officer

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

**SUBJECT:** Utility Easement to serve Parcels 17, 18, 19 and 20 Saint Johns North West  
Quadrant

**DATE:** March 8, 2002

Please find attached easement for Utilities for Parcel 18 offsite Sanitary Sewer Improvements; and a letter from Gary B. Davenport, ESQ dated March 6, 2002. This easement will provide sanitary sewer to the Civic Site and complete the easements needed for a manhole and other sewer mains that currently run through the .2 acre parcel.

The documents have been reviewed and the utility department is in concurrence with the subject easement.