

RESOLUTION NO. 2003- 45

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR WATER SERVICE AND SEWER SERVICE TO ST. AUGUSTINE INDUSTRIAL PARK SUBDIVISION PHASE III.

WHEREAS, St. Augustine Industrial Development Corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer service to St. Augustine Industrial Park Subdivision Phase III; and

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

WHEREAS, it is in the best interest of the County to accept this easement for the health, safety and welfare of the citizens in that area.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities attached and incorporated hereto, is hereby accepted.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 11th day of March, 2003.

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

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

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande
Deputy Clerk

RENDITION DATE 3-17-03

"Exhibit A to Resolution"

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4th day of November, 2002, by St. Augustine Industrial Development Corp. (owner) with an address of 8016 Acorn Ridge Road, Jacksonville, Florida 32256 (owner address) 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 32035, 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 underground water distribution system and 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 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) surface 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 commercial improvements constructed upon the adjacent property owned by Grantor.

(e) Grantee by acceptance of this Easement, hereby agrees to maintain sewer force mains, potable water mains and reuse water mains located within the Easement area.

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, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or any other surface improvements or structures. 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.

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

4. 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 by its duly authorized officer and its corporate seals to be hereunto affixed as to the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Diane Clay
Print: DIANE CLAY

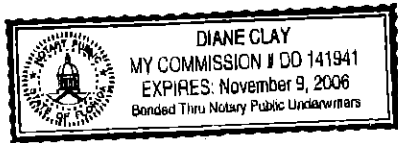
Francine Gonzales
Print: Francine Gonzales

GRANTOR SIGNATURE BLOCK

David B. Gonzales
By: DAVID B GONZALES

STATE OF FLORIDA)
)
COUNTY OF DUVAL)SS

The foregoing instrument was acknowledged before me this 6 day of NOVEMBER 2002, by DAVID GONZALES as President of St. Augustine Industrial Development Co. on behalf of the Corporation



Diane Clay
(Print Name DIANE CLAY)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

CONSENT AND JOINDER

CNB Bank a National banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records book 1649, page 1080 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:

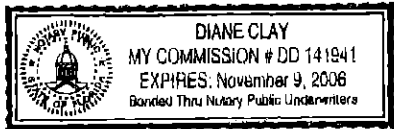
Diane Clay
Print: DIANE CLAY

Damon B. Olinto
By: DAMON B. OLINTO

Kuna C. Fancher
Print: KUNA C. FANCHER

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 6 day of NOVEMBER 2002, by DAMON B. OLINTO as SE.V. PRESIDENT of CNB NATIONAL BANK on behalf of the _____



Diane Clay
(Print Name DIANE CLAY)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # DD 141941
My Commission Expires: 11.9.2006
Personally known
or Produced I.D. N/A
[check one of the above]
Type of Identification Produced
N/A

EXHIBIT A

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives and all areas designated "utility easement areas", all within the plat of St. Augustine Industrial Park Phase 3, recorded in Map Book 42, pages 65 through 73 of St. Johns County, Florida.



ST. JOHNS COUNTY

UTILITY DEPARTMENT


2175 Mizell Road

P.O. Drawer 3006

St. Augustine, Florida 32085-3006

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

TO: Nanette Bradbury, Real Estate Coordinator

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

SUBJECT: Easement for Utilities and Appraisal, to serve Parcel 7, 8, 8A and 8B, St. Augustine Industrial Park Phase 3.

DATE: February 7, 2003

Please find attached "Easement For Utilities", appraisal report and map of survey. These documents have been reviewed by Utility Department staff and found acceptable.

The easement is needed due to the re-plat of those parcels referenced in order to provide water and sewer services to include fire protection.

Please submit to the Board of County Commissioners for their final approval and acceptance.