

RESOLUTION NO. 2004- 230

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A WATER LINE EXTENSION TO THE SOUTH TRACT OF SIX MILE CREEK SOUTH SUBDIVISION.

RECITALS

WHEREAS, SJ Land Associates, LLC, a Delaware limited liability company, 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 a water line extension to the South Tract of Six Mile Creek South Subdivision; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the Utility Easement 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 Board of County Commissioners hereby accepts the above described Easement for Utilities attached and incorporated hereto.

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 15th day of September, 2004.

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

By: Karen R. Stern
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

Patricia AdGrande
Deputy Clerk

RENDITION DATE 9-17-04

Exhibit "A" to Resolution

THIS DOCUMENT PREPARED
BY AND RETURN TO:

KATHRYN F. WHITTINGTON, ESQUIRE
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4926

EASEMENT FOR UTILITIES
SIX MILE CREEK SOUTH

[WATER LINE EXTENSION TO SOUTH TRACT]

THIS EASEMENT is executed and given this 12 day of August, 2004, by **SJ 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 underground water distribution system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on **Exhibit "A"** attached hereto containing approximately 0.34 acres (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.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, if any.

(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 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 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.

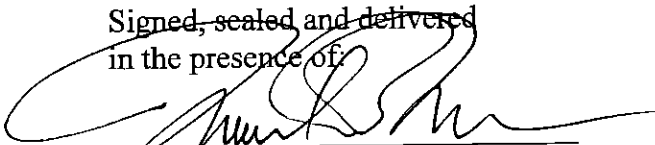
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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 to improvements by Grantee's negligence.

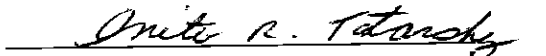
4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

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.

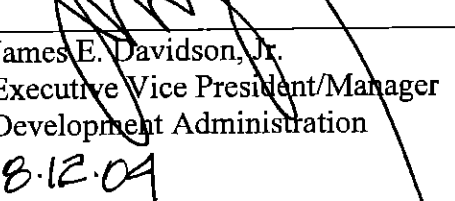
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Name: RICK PARIANI


Name: ANITA R. TATARSKY

SJ LAND ASSOCIATES, LLC, a Delaware
limited liability company

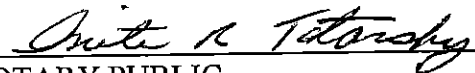
By: 
James E. Davidson, Jr.
Executive Vice President/Manager
Development Administration
8.12.04

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

The foregoing instrument was acknowledged before me this 12 day of _____ August, 2004, by JAMES E. DAVIDSON, JR., as Manager and Executive Vice President of Development Administration of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.



Anita R. Tatarsky
My Commission **DD312002**
Expires April 20, 2008

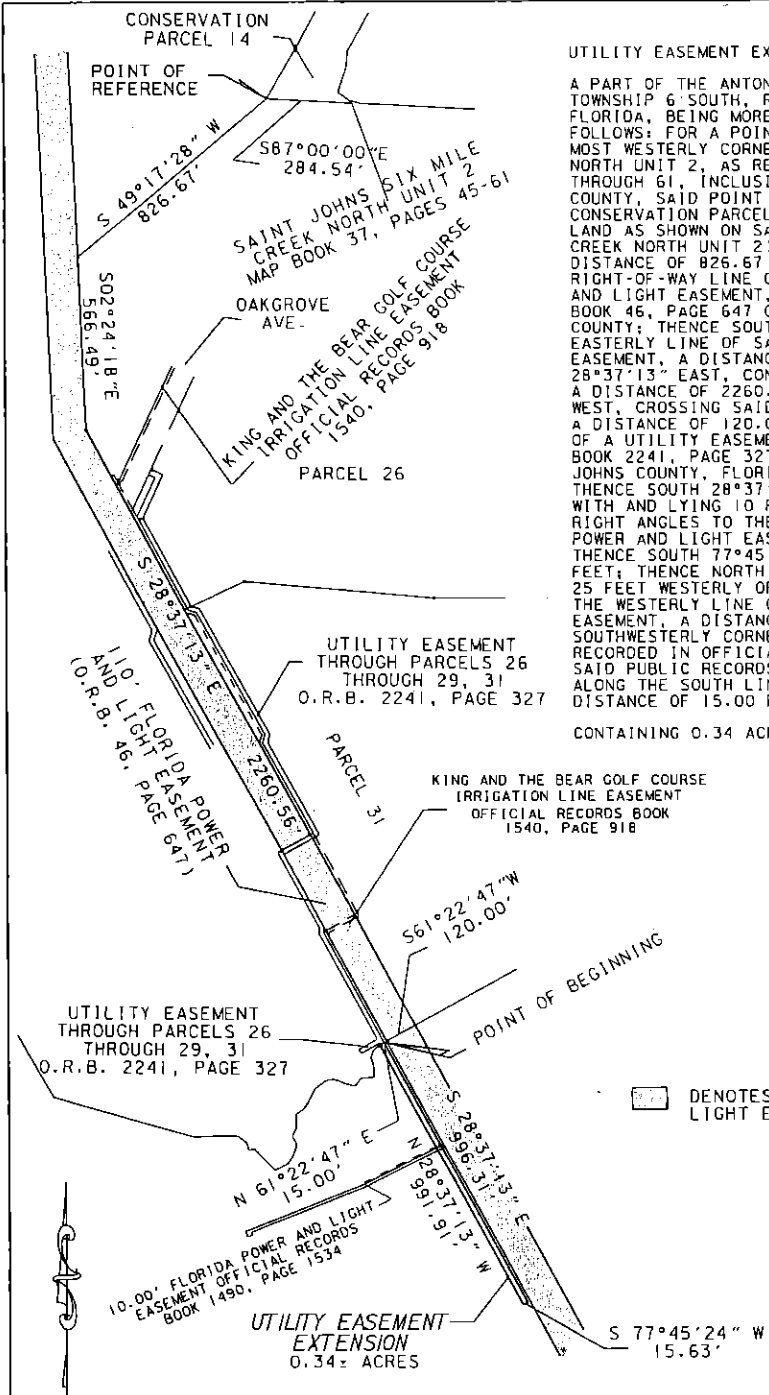

NOTARY PUBLIC
State of Florida at Large Commission # DD312002
My Commission Expires: 04-20-08
Personally Known or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

MAP OF

UTILITY EASEMENT EXTENSION

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF ST. JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF CONSERVATION PARCEL NO. 14 (A 41.02 ACRE TRACT OF LAND AS SHOWN ON SAID PLAT OF ST. JOHNS SIX MILE CREEK NORTH UNIT 2); THENCE SOUTH 49°17'28" WEST, A DISTANCE OF 826.67 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF A 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 02°24'18" EAST, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 566.49 FEET; THENCE SOUTH 28°37'13" EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 2260.56 FEET; THENCE SOUTH 61°22'47" WEST, CROSSING SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 120.00 FEET TO THE SOUTHEASTERLY CORNER OF A UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2241, PAGE 327 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE SOUTH 28°37'13" EAST, ALONG A LINE PARALLEL WITH AND LYING 10 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 996.31 FEET; THENCE SOUTH 77°45'24" WEST, A DISTANCE OF 15.63 FEET; THENCE NORTH 28°37'13" WEST, ALONG A LINE LYING 25 FEET WESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 991.91 FEET TO THE SOUTHWESTERLY CORNER OF SAID UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2241, PAGE 327 OF SAID PUBLIC RECORDS; THENCE NORTH 61°22'47" EAST, ALONG THE SOUTH LINE OF SAID UTILITY EASEMENT, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.34 ACRES MORE OR LESS.



☐ DENOTES FLORIDA POWER AND LIGHT EASEMENT

NOTES:
 1. BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH A BEARING OF N 02°24'08" W, ON THE EAST LINE OF THE 110' FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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



Engineers
 Planners
 Landscape Architects
 Surveyors

Advancing Quality of Life, by Design •
B.H.R., Inc.
 1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •
 (904) 721-2991 • Fax: (904) 861-2451
 Certification Number LB 6739

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.

Brenda D. Catone
 CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021
 BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447
 JOSEPH K. LEX FLA. P.S.M. CERT. NO. LS 6016

FIELD N/A SIGNED JULY 27, 2004

SCALE: 1" = 500'

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

REQ. NO. 03015

C:\68134 RIVER TRACT\watermain\par27EXT.dgn

CONSENT AND JOINDER

Regions Bank, an Alabama corporation, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1602, page 1282 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:

[Signature]
Name: M. J. Hoinski

[Signature]
Name: Phyllis K Taylor

REGIONS BANK, an Alabama corporation

By: [Signature]
Name: DENNIS T. WARD
Its: PRESIDENT

STATE OF FLORIDA }
 }SS
COUNTY OF SEMINOLE }

The foregoing instrument was acknowledged before me this 13 day of August, 2004, by DENNIS T. WARD, as PRESIDENT of Regions Bank, an Alabama corporation, on behalf of the corporation.



[Signature]
(Print Name MARY ANN BLACK)
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 _____


Exhibit "B" to Resolution



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: Six Mile Creek North Water Line Extension to South Tract

DATE: August 27, 2004

Please be informed that the Utility Department has reviewed and approved the above mentioned subject Utility Easement as per Exhibit "A".

Please present the Utility easement documents to the Board of County Commissioners for final approval and acceptance.

Your support and cooperation as always are greatly appreciated.