

RESOLUTION NO. 2004- 313

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A WATER MAIN EXTENSION ALONG KINGS ROAD TO BE CONNECTED TO THE EXISTING WATER MAIN ON KINGS ESTATE ROAD TO PROVIDE BETTER FLOW TO THE NEIGHBORHOOD AND PROVIDE WATER SERVICE TO OTHER RESIDENTS IN THE AREA.**

**RECITALS**

**WHEREAS**, Darcy Partnership, Ltd., a Florida Limited Partnership, 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 main extension along Kings Road to be connected to the existing water main on Kings Estate Road; 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 to provide better flow to the neighborhood, provide water service to other citizens in the area and 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.

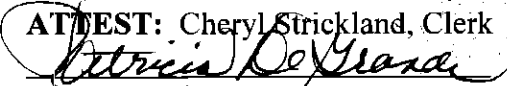
**PASSED AND ADOPTED** this 20<sup>th</sup> day of October, 2004.

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

By: 

Karen R. Stern, Chair

**ATTEST:** Cheryl Strickland, Clerk

  
Deputy Clerk

RENDITION DATE 10-21-04

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_ day of \_\_\_\_\_, 2004, By **DARCY PARTNERSHIP, LTD., a Florida Limited Partnership** with an address of One West Sample Road, Suite 101, Pompano Beach, Florida 33064, hereinafter called "**Grantor,**" to **ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida,** whose address is 4020 Lewis Speedway, St. Augustine, FL 32084, 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, 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 service (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 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:

- 1) the surface and air space over the Easement Area for any purpose which consistent with the rights herein granted to Grantee; and
- 2) 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 Water Lines and Associated Appurtenances 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 the 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 relocation 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. The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 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 at the extent permitted by Florida Law.

4. This Grant of Easement shall insure 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered  
In the presence of:

Tobias J. Held  
Witness

**Darcy Partnership, Ltd.**  
a Florida Limited Partnership

By: Michael J. Held  
Michael J. Held  
Its: President / General Partner

Robert T. Held  
Witness Print Name

Louise K. Held  
Witness

Louise K. Held  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 1st day of October, 2004, by Darcy Partnership, Ltd., a Florida limited partnership by Michael J. Held, its \_\_\_\_\_, who has produced ID. as identification.

Caroline Elander  
Notary Public, State of Florida

Caroline E. Elander  
Print Name

Jan. 19, 2005  
Commission Expires



Caroline E. Elander  
MY COMMISSION # CC991199 EXPIRES  
January 19, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.



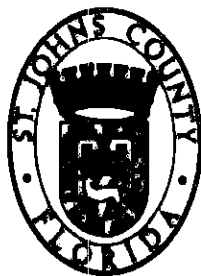
Caroline E. Elander  
MY COMMISSION # CC991199 EXPIRES  
January 19, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.

## EXHIBIT A

### EASEMENT AREA

#### EASEMENT PARCEL

A PART OF WELLINGTON OAKS UNIT I AS RECORDED IN MAP BOOK 21, PAGES 70 AND 71 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF SAID WELLINGTON OAKS UNIT I, THE SAME BEING THE NORTHWEST CORNER OF LOT 1 AS SHOWN ON PLAT OF OAKBROOK AS RECORDED IN MAP BOOK 25, PAGES 45 THROUGH 57 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING THE EASTERLY RIGHT OF WAY LINE OF KINGS ROAD SOUTH AS NOW ESTABLISHED; THENCE SOUTH  $00^{\circ}36'24''$  EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE WESTERLY LINE OF AFOREMENTIONED LOT 1, A DISTANCE OF 124.95 FEET TO A POINT OF CURVE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT OF WAY LINE, A CHORD BEARING AND DISTANCE OF SOUTH  $03^{\circ}02'19''$  WEST 108.09 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $01^{\circ}22'50''$  WEST, DEPARTING FROM THE AFOREMENTIONED EASTERLY RIGHT OF WAY, A DISTANCE OF 83.76 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF KINGS ROAD SOUTH AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY, SAID POINT ALSO LYING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 361.84 FEET; THENCE WESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF KINGS ROAD SOUTH A CHORD BEARING AND DISTANCE OF NORTH  $75^{\circ}23'57''$  WEST 5.17 FEET TO A POINT OF REVERSE CURVE; SAID CURVE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 820.00 FEET; THENCE WESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A CHORD BEARING AND DISTANCE OF NORTH  $74^{\circ}37'26''$  WEST 10.46 FEET TO A POINT ON SAID CURVE; THENCE NORTH  $04^{\circ}25'38''$  WEST, DEPARTING FROM SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 312.99 FEET; THENCE NORTH  $89^{\circ}23'07''$  EAST, ALONG THE NORTHERLY BOUNDARY OF THE AFOREMENTIONED PLAT OF WELLINGTON OAKS UNIT I, A DISTANCE OF 45.67 FEET TO THE POINT OF BEGINNING.



**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:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Neal S Shinkre, P.E, MBA, Utility Engineering Manager  
**SUBJECT:** Easement for Water Line at Wellington Oaks  
**DATE:** October 7, 2004

Please be informed that the utility Department has reviewed and approved the above subject Utility Easement for water main along Kings Road in the above referenced community.

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

Your support is most appreciated