

RESOLUTION NO. 2006- 234

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A CORRECTIVE EASEMENT FOR UTILITIES FOR WATER SERVICES TO SERVE LIBERTY INDUSTRIAL CENTER LOCATED OFF OF AGRICULTURAL CENTER DRIVE.**

**WHEREAS**, Edwin R. Dupont and Monica Dupont, have executed and presented to the County a Corrective Easement for Utilities for water services to serve Liberty Industrial Center located off of Agricultural Center Drive, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the original Easement submitted by the grantor had an incorrect legal description and was not approved by the Board of County Commissioners prior to being recorded in the public records and submitted to the St. Johns County Utility Department, therefore a corrective Easement is needed; 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.

**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 Corrective Easement for Utilities is hereby accepted by the Board of County Commissioners.

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

**PASSED AND ADOPTED** this 11<sup>th</sup> day of July, 2006.

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

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

**ATTEST:** Cheryl Strickland, Clerk  
By: Fabrice O. Grande  
Deputy Clerk

RENDITION DATE 7-13-06

## CORRECTIVE EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16 day of JUNE, 2006, By **EDWIN R. DUPONT AND MONICA DUPONT, HUSBAND AND WIFE**, with an address of 152 Beachside Drive, Ponte Vedra Beach, Florida 32082, 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.**"

**THIS CORRECTIVE EASEMENT IS BEING GIVEN TO REFLECT THE CORRECT LEGAL DESCRIPTION OF THE EASEMENT AREA SHOWN ON THE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2667 PAGES 931-934 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.**

### 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 or structures which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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:

Eva Edenfield  
Witness

Edwin R. Dupont  
EDWIN R. DUPONT

Eva Edenfield  
Witness Print Name

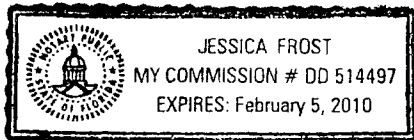
Carol T. Aban  
Witness

Monica Dupont  
MONICA DUPONT

Carol T. Aban  
Witness Print Name

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 2006, by Edwin R. DuPont and Monica DuPont, who has produced FL DL as identification or is personally known to me.



Jessica Frost  
Notary Public, State of Florida

Jessica Frost  
Print Name

2/5/10  
Commission Expires

### Exhibit "A" to Easement

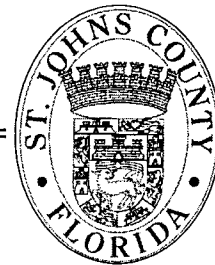
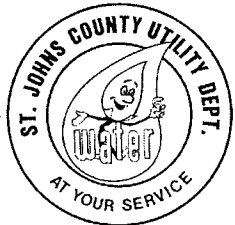
A parcel of land in Section 7, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Commencing at the intersection of the centerline of Interstate Route 95 with the centerline of County Road No. 208; thence north 73 degrees 56 minutes 00 seconds west, on said centerline of County Road No. 208, a distance of 1,516.66 feet; thence south 16 degrees 04 minutes 00 seconds west 50.00 feet to the south right of way line of State Road No. 208; thence continuing south 16 degrees 04 minutes 00 seconds west on the west right of way line of Agricultural Center Drive a 100 foot width right of way, 1,500.00 feet to the point of a curve to the left with radius of 698.63 feet; thence on said curve to the left through a central angle of 10 degrees 56 minutes 47 seconds an arc distance of 133.47 feet (chord=south 10 degrees 35 minutes 36 seconds west-133.27 feet) to the point of beginning at the northeast corner of the herein described parcel of land; thence continuing on said curve to the left with radius of 698.63 feet and on said west right of way line of Agricultural Center Drive, through a central angle of 0 degrees 24 minutes 59 seconds, an arc distance of 5.08 feet (chord=south 04 degrees 54 minutes 43 seconds west-5.07 feet) to the point of compound curve; thence on a curve to the left with radius of 896.50 feet, through a central angle of 02 degrees 01 minutes 49 seconds, an arc distance of 31.77 feet (chord=south 03 degrees 41 minutes 19 seconds west-31.77 feet); thence north 73 degrees 52 minutes 06 seconds west, 174.34 feet; thence south 16 degrees 04 minutes 00 seconds west 19.00 feet; thence north 73 degrees 52 minutes 06 seconds west 29.33 feet to the point of a non-tangent curve to the left with radius of 31.00 feet; thence on said curve to the left through a central angle of 60 degrees 20 minutes 35 seconds, an arc distance of 32.65 feet (chord=north 82 degrees 57 minutes 53 seconds west-31.16 feet) to the point of a tangent curve to the left with radius of 31.00 feet; thence on said curve to the left through a central angle of 68 degrees 56 minutes 21 seconds, an arc distance of 37.30 feet (chord=north 18 degrees 19 minutes 25 seconds west 35.09 feet); thence north 16 degrees 04 minutes 00 seconds east 31.00 feet; thence south 73 degrees 52 minutes 06 seconds east 246.47 feet to the point of beginning.

Containing .24 acres more or less.

# ST. JOHNS COUNTY, FLORIDA

*Board of County Commissioners*



P.O. Box 3006  
St. Augustine, Florida 32085-3006  
Phone: (904) 471-2161 • Toll Free: 1-877-837-2311  
Administrative Fax: (904) 461-7619  
Billing Dept. Fax: (904) 461-3995

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## INTEROFFICE MEMORANDUM

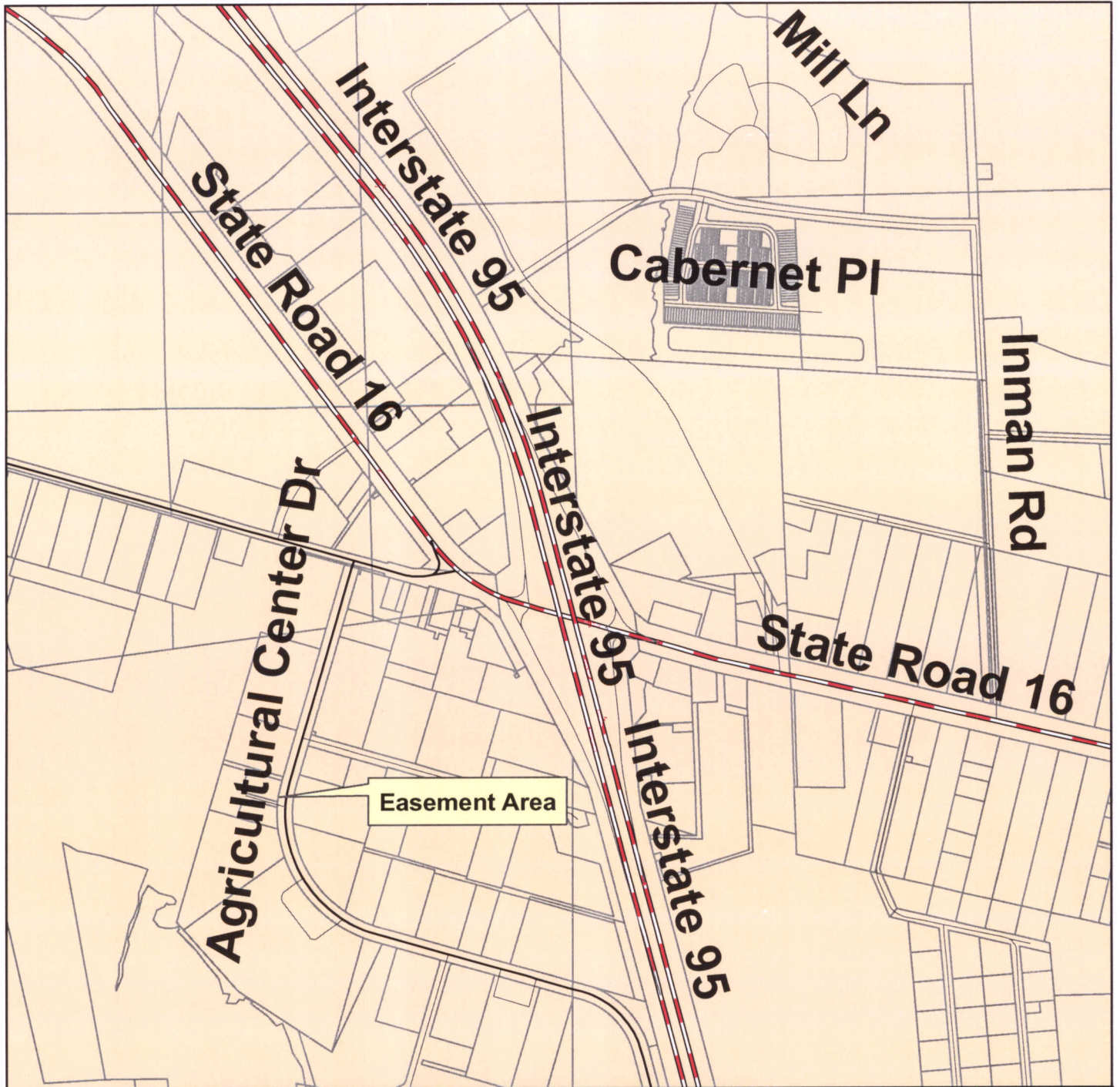
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**To:** Nanette Bradbury, Real Estate Coordinator  
**From:** Samuel T. Ramirez, Utility Development Manager  
**Subject:** Liberty Industrial Center  
**Date:** May 25, 2006

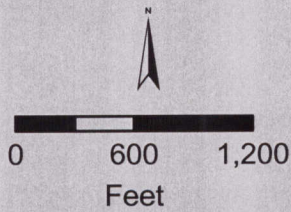
Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Liberty Industrial Center.

After acceptance by BCC, please provide the utility department with a copy of the executed resolution and a recorded copy of the Easement for the utilities for our files.

Your support and cooperation as always are greatly appreciated.



**GENERAL  
LOCATION MAP**



Map Prepared: 6/27/2006

\*Depicts General Project Boundary

**Liberty Industrial  
Center Easement  
for Utilities**

File: July 11, 2006



St. Johns County  
Land Mgmt. Systems  
Real Estate