

RESOLUTION NO. 2006- 295

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO MARINERS WAY PLAZA AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE EASEMENT.

RECITALS

WHEREAS, Pierre D. Thompson, John D. Bailey Sr., and Arthur Runk Sr., have 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 Mariners Way Plaza; 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 the subdivision.

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 accepts the above described Easement for Utilities and authorizes the County Administrator to execute the Easement.

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 5 day of September, 2006.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

RENDITION DATE 9-7-06

Exhibit A to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 24th day of April, 2006 by Pierre D. Thompson, John D. Bailey Sr, Arthur Runk Sr., with an address of PO Box 70, St. Augustine, Fl 32085, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees 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 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.

(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. 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 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 surface improvements 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 inure to the benefit of and be binding 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:

Paul J. Thompson
Witness Paul J. Thompson

By: Pierre D. Thompson
Pierre D. Thompson

Print Name
Hazel Joyce Fitzsimmons
Witness
Hazel Joyce Fitzsimmons
Print Name

State of FLORIDA
County of St. Johns

The foregoing instrument was acknowledged before me this 24th day of April, 2006, by Pierre D. Thompson who is personally known to me or has produced + as identification.



Hazel Joyce Fitzsimmons
Public

Signed, sealed and delivered
In the presence of:

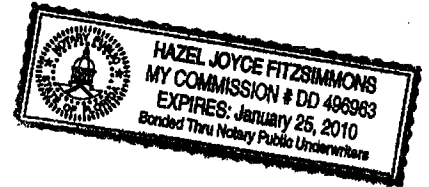
Hazel Joyce Fitzsimmons
Witness
Hazel Joyce Fitzsimmons
Print Name
Paul J. Thompson
Witness
Paul J. Thompson
Print Name

By: John D. Bailey
John D. Bailey

State of FLORIDA
County of St. Johns

The foregoing instrument was acknowledged before me this 24th day of April, 2006, by John D. Bailey, who is personally known to me or has produced _____ as identification.

Hazel Joyce Fitzsimmons
Notary Public



Signed, sealed and delivered
In the presence of:

Paul J. Thompson
Witness

Print Name

Hazel J. Fitzsimmons

Witness

HAZEL J. FITZSIMMONS

Print Name

By: Arthur Runk Sr.
Arthur Runk Sr

State of FLORIDA
County of St. Johns

The foregoing instrument was acknowledged before me this 24th day of April, 2006, by Arthur Runk Sr. who is personally known to me or has produced _____ as identification.

Hazel Joyce Fitzsimmons
Notary Public

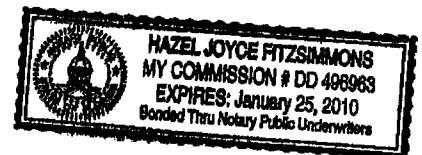


Exhibit A to Easement

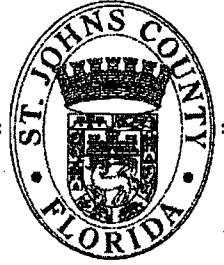
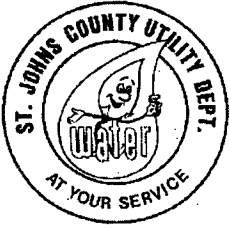
A strip of land 60 feet in width in Section 48, Township 8 South, Range 30 East, St. Johns County, Florida, more fully described as follows: Commencing at the Northeast corner of that land described in Deed Book PP, Page 62, Public Records of said County; thence North 01 degree 41 minutes 00 seconds West, 166.00 feet; thence South 88 degrees 19 minutes 00 seconds West, 66.46 feet to the point of beginning on the North line of land of St. Johns Meridian Limited Partnership at a point South 88 degrees 19 minutes 00 seconds West, 103.00 feet from the Northeast corner of said land of St. Johns Meridian Limited Partnership; thence continuing South, 88 degrees 19 minutes 00 seconds West, across the end of said 60 foot strip of land, 60.00 feet; thence North 01 degree 41 minutes 00 seconds West 350.00 feet; thence North 88 degrees 19 minutes 00 seconds East, 60.0 feet to the point of a curve to the right with a radius of 30 feet; thence on said curve to the right, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 47.12 feet; thence North 88 degrees 19 minutes 00 seconds East, 634.98 feet to the point of a curve to the right with radius of 90.00 feet; thence on said curve to the right, through a central angle of 81 degrees 31 minutes 00 seconds, an arc distance of 128.05 feet; thence South 10 degrees 10 minutes 00 seconds East, on the West right-of-way line of U.S. Highway No. 1, a distance of 239.22 feet; thence on a curve concave Northeasterly with radius of 70.00 feet, through a central angle of 81 degrees 47 minutes 12 seconds, an arc distance of 99.92 feet to the Point of Tangency of said curve; thence North 10 degrees 10 minutes 00 seconds West, tangent to said curve with radius of 70.00 feet, 170.00 feet to the point of a curve to the left with radius of 30.00 feet; thence on said curve to the left, through a central angle of 81 degrees 31 minutes 00 seconds, an arc distance of 42.68 feet; thence South 88 degrees 19 minutes 00 seconds West 634.98 feet to the point of a curve to the left with radius of 30.00 feet; thence on said curve to the left, through a central angle 90 degrees 00 minutes 00 seconds, an arc distance of 47.12 feet; thence South 01 degree 41 minutes 00 seconds East, 230.00 feet to the Point of Beginning. **LESS AND EXCEPT** a strip of land 20 feet in width (said strip of land containing 0.01 acres, more or less), in section 48, Township 8 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: Commence at the Northeast corner of lands described in Deed Book PP, Page 62, public records of said county; thence North 00 degrees 12 minutes 14 seconds East along the Westerly right-of-way of an old county road a distance of 325.73 feet to a point intersecting the Westerly right-of-way of U.S. 1 (a 200 foot right-of-way); thence departing said Westerly right-of-way of an old county road along the said Westerly right-of-way of U.S. 1 North 08 degrees 16 minutes 47 seconds West a distance of 142.51 feet; thence departing said right-of-way North 89 degrees 50 minutes 37 seconds West on a line parallel with the North line of the easement described in Official Records Book 777, Page 1466, a distance of 492.98 to the point of beginning at the South East corner of the herein described strip of land; thence North 00 degrees 09 minutes 23 seconds East a distance of 20.00 feet to a point intersecting the North line of the easement described in Official Records Book 777, Page 1466; thence South 89 degrees 50 minutes 37 seconds East along said easement line a distance of 25.00 feet; thence departing said easement line South 00 degrees 09 minutes 23 seconds West a distance of 20.00 feet to the point of beginning.

Comm 2006000014

Exhibit B to Resolution

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

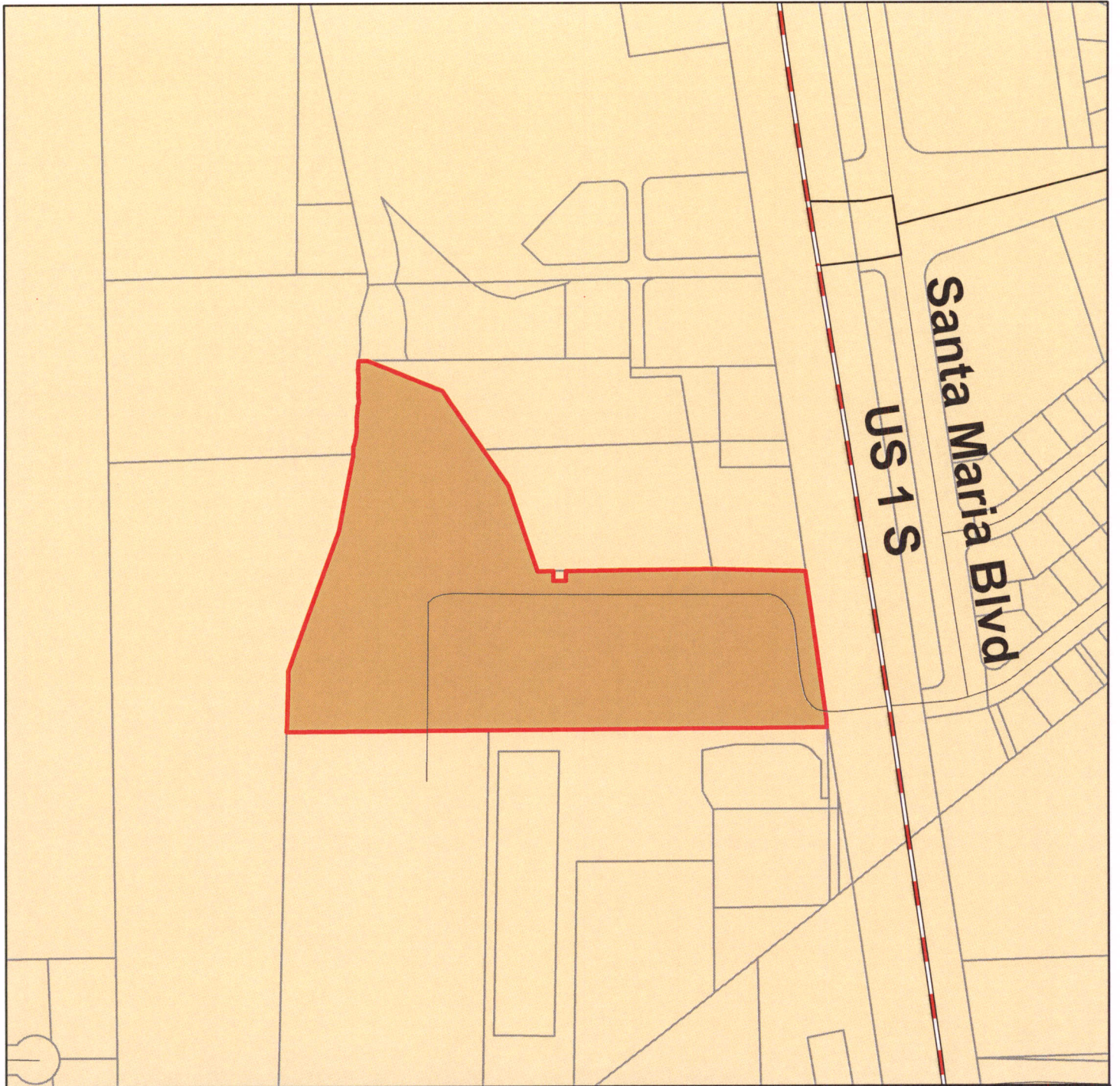
INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator
From: Samuel T. Ramirez, Utility Development Manager
Subject: Mariners Way Plaza
Date: August 8, 2006

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Mariners Way Plaza.

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: 8/18/2006
*Depicts General Project Boundary

**Mariners
Way
Plaza**

File:



St. Johns County
Land Mgmt. Systems
Real Estate