

RESOLUTION NO. 2006- 435

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO THE DOMINOS PICK-UP RESTAURANT.

RECITALS

WHEREAS, Can Piazza LLC, 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 service to the Dominos Pick Up Restaurant; 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 as customers of the restaurant.

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.

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 14th day of November, 2006.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grande
Deputy Clerk

CONDITION DATE 11-16-06

Exhibit A to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22nd day of August, 2006,
By CAN Plaza LLC with an address of 3574 US 1 South
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.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

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 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 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:

Debra Syfel
Witness

By: [Signature]
Its: V.P. Development

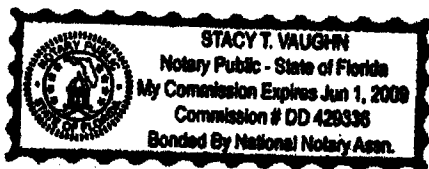
Debra Syfel
Witness Print Name

Marcie Harper
Witness

Marcie Harper
Witness Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22nd day of August, 2006, by Karl Amer who has produced as identification or is personally known to me.



Stacy T. Vaughn
Notary Public, State of Florida

Stacy T. Vaughn
Print Name

June 1, 2009
Commission Expires

Exhibit A to Easement

EXHIBIT "A"

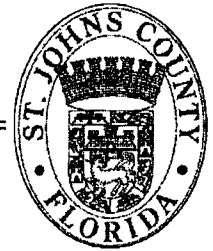
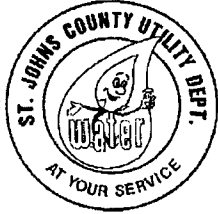
EASEMENT AREA

DESCRIPTION: EASEMENT

AN EASEMENT LYING IN SECTION 7, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF COMMENCEMENT BEGIN AT THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 8 SOUTH, RANGE 30 EAST; THENCE ALONG SAID NORTH LINE OF GOVERNMENT LOT 2 RUN SOUTH $89^{\circ}55'53''$ EAST 594 FEET PLUS OR MINUS TO THE GRANT LINE; THENCE ALONG SAID GRANT LINE SOUTH $00^{\circ}38'12''$ WEST 370.00 FEET TO A POINT; THENCE CONTINUE SOUTH $00^{\circ}38'12''$ WEST 200.00 FEET; THENCE LEAVING SAID GRANT LINE NORTH $89^{\circ}55'53''$ WEST 233.24 FEET; THENCE NORTH $00^{\circ}03'15''$ EAST 85.00 FEET; THENCE NORTH $89^{\circ}55'53''$ WEST 240.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1, A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED TO THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY NORTH $00^{\circ}03'21''$ EAST 8.26 FEET; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH $89^{\circ}55'53''$ EAST 1.20 FEET; THENCE SOUTH $00^{\circ}03'21''$ WEST 8.26 FEET; THENCE NORTH $89^{\circ}55'53''$ WEST 1.17 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 10.0 SQUARE FEET PLUS OR MINUS.

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: Vickie Battell, Construction Tech III – Utility Engineering
Subject: Dominos Pick Up Restaurant
Date: October 20, 2006

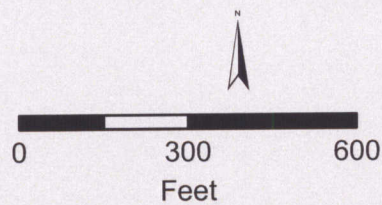
Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Dominos Pick Up Restaurant.

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: 10/24/2006
*Depicts General Project Boundary

**Domino's Pizza
Pick-up
Restaurant
Water Utility
Easement**

File: BCC 2006_1114



St. Johns County
Land Mgmt. Systems
Real Estate