

RESOLUTION NO. 2006- 69

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A CORRECTIVE EASEMENT FOR UTILITIES FOR WATER SERVICES TO DAVIS INDUSTRIAL PARK LOCATED OFF OF HOLMES BOULEVARD.**

**RECITALS**

**WHEREAS**, Richard J. Davis and Deborah M. Davis, have executed and presented to the County a Corrective Easement for Utilities for water services to serve Davis Industrial Park located off of Holmes Boulevard, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, the original Easement submitted by the Davis' had an incorrect grantor's name and was not approved by the Board 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 21 day of March, 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 3-22-06



## CORRECTIVE EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_ day of \_\_\_\_\_, 2006, By **RICHARD J. DAVIS AND DEBORAH M. DAVIS, HUSBAND AND WIFE**, with an address of 5 Indian Mound Dr., St. Augustine, Florida, 32084, 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 NAME OF THE GRANTOR SHOWN ON THE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2644 PAGES 311-315 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:

Nicole Riddle  
Witness

Nicole L. Riddle  
Witness Print Name

Daniel Delaney  
Witness

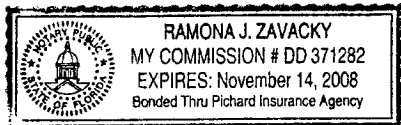
Danielle Taylor  
Witness Print Name

Richard J. Davis  
Richard J. Davis

Deborah M. Davis  
Deborah M. Davis

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 28 day of February, 2006, by Richard J. Davis and Deborah M. Davis, who has produced \_\_\_\_\_ as identification or is personally known to me.



Ramona J. Zavacky  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Commission Expires

Exhibit "A" to Easement

DESCRIPTION

EXHIBIT "A"

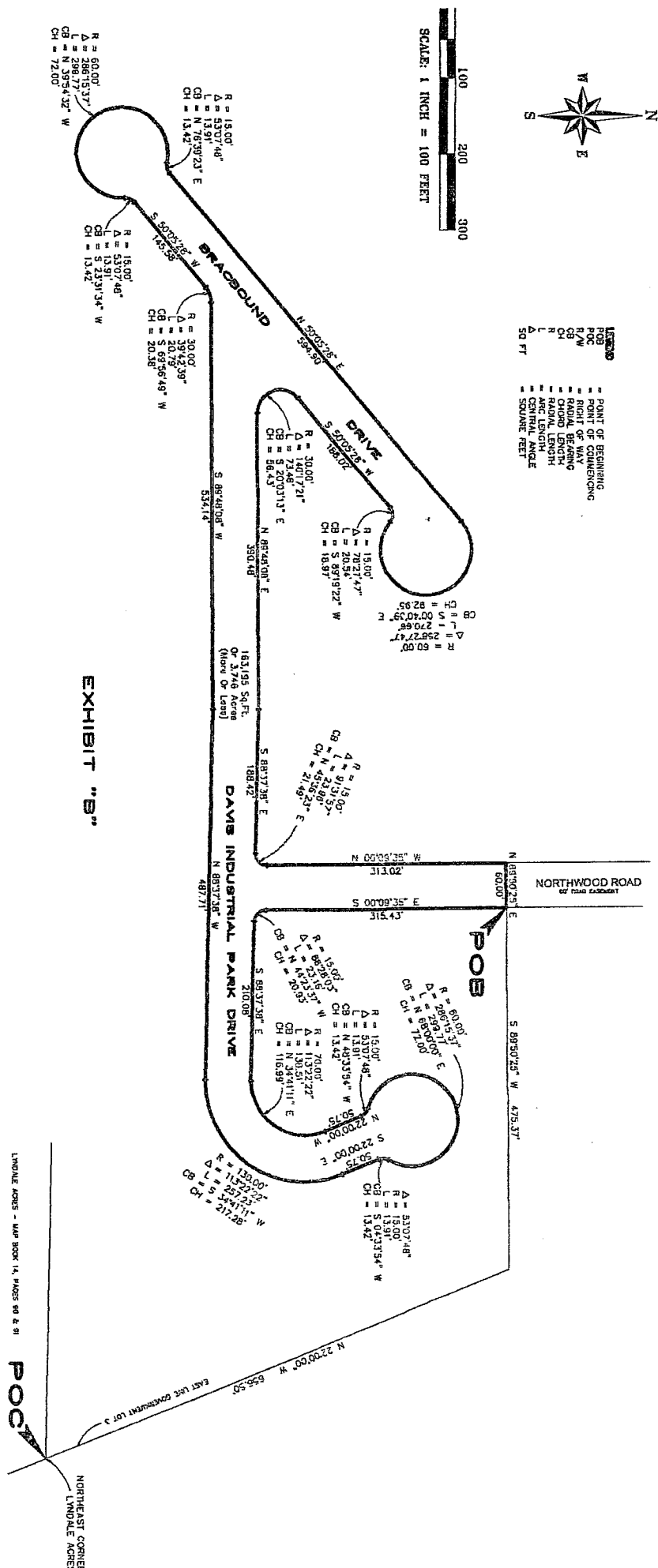
INGRESS/EGRESS AND UTILITY EASEMENT

A parcel of land situated in Sections 22 and 23, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly bounded and described as follows:

**COMMENCE** at the Northeast Corner of Lyndale Acres as recorded in Map Book 14, pages 90 and 91 of the Public Records of said County, thence North 22°00'00" West, along the East Line of Government Lot 3 in said Section 23, a distance of 656.50 feet; thence South 89°50'25" West, a distance of 475.36 feet to the **POINT OF BEGINNING** for the herein described Parcel; thence South 00°09'35" East, a distance of 315.43 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 88°28'03", and a chord bearing and chord distance of South 44°23'37" East, 20.93 feet; thence southeasterly along the arc a distance of 23.16 feet; thence South 88°37'38" East, a distance of 210.08 feet to a point of curvature to the left having a radius of 70.00 feet, a central angle of 113°22'22", and a chord bearing and chord distance of North 34°41'11" East, 116.99 feet; thence northeasterly along the arc a distance of 138.51 feet; thence North 22°00'00" West, a distance of 50.75 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 53°07'48", and a chord bearing and chord distance of North 48°33'54" West, 13.42 feet; thence northwesterly along the arc a distance of 13.91 feet to a point of reverse curvature to the right having a radius of 60.00 feet and a central angle of 286°15'37"; thence easterly along the arc, a distance of 299.77 feet to a point of reverse curvature to the left having a radius of 15.00 feet and a central angle of 53°07'48"; thence southerly along the arc, a distance of 130.00 feet, a central angle of 113°22'22", and a chord bearing and chord distance of South 34°41'11" West, 217.28 feet; thence southwesterly along the arc a distance of 257.23 feet; thence North 88°37'38" West, a distance of 487.71 feet; thence South 89°48'08" West, a distance of 534.14 feet to a point of curvature to the left having a radius of 30.00 feet, a central angle of 39°42'39", and a chord bearing and chord distance of South 69°56'49" West, 20.38 feet; thence westerly along the arc a distance of 20.79 feet; thence South 50°05'28" West, a distance of 145.58 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 53°07'48" to a point of reverse curvature to the right having a radius of 60.00 feet and a central angle of 286°15'37"; thence northwesterly along the arc, a distance of 299.77 feet to a point of reverse curvature to the left having a radius of 15.00 feet and a central angle of 53°07'48"; thence easterly along the arc, a distance of 13.91 feet; thence North 50°05'28" East, a distance of 594.90 feet to a point of curvature to the right having a radius of 60.00 feet, a central angle of 258°27'47", and a chord bearing and chord distance of South 00°40'39" East, 92.95 feet; thence southerly along the arc a distance of 270.66 feet to a point of reverse curvature to the left having a radius of 15.00 feet and a central angle of 78°27'47"; thence westerly along the arc, a distance of 20.54 feet; thence South 50°05'28" West, a distance of 188.02 feet to a point of curvature to the left having a radius of 30.00 feet, a central angle of 140°17'21", and a chord bearing and chord distance of South 20°03'13" East, 56.43 feet; thence southerly along the arc a distance of 73.46 feet; thence North 89°48'08" East, a distance of 390.48 feet; thence South 88°37'38" East, a distance of 188.42 feet to a point of curvature to the left having a radius of 15.00 feet, a central angle of 91°31'57", and a chord bearing and chord distance of North 45°36'23" East, 21.49 feet; thence northeasterly along the arc a distance of 23.96 feet; thence North 00°09'35" West, a distance of 313.02 feet; thence North 89°50'25" East, a distance of 60.00 feet to the **POINT OF BEGINNING**.

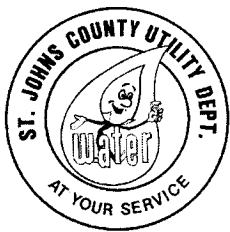
The aforescribed Parcel contains 163,193.50 square feet or 3.75 acres, more or less.

SKETCH OF LEGAL



# 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

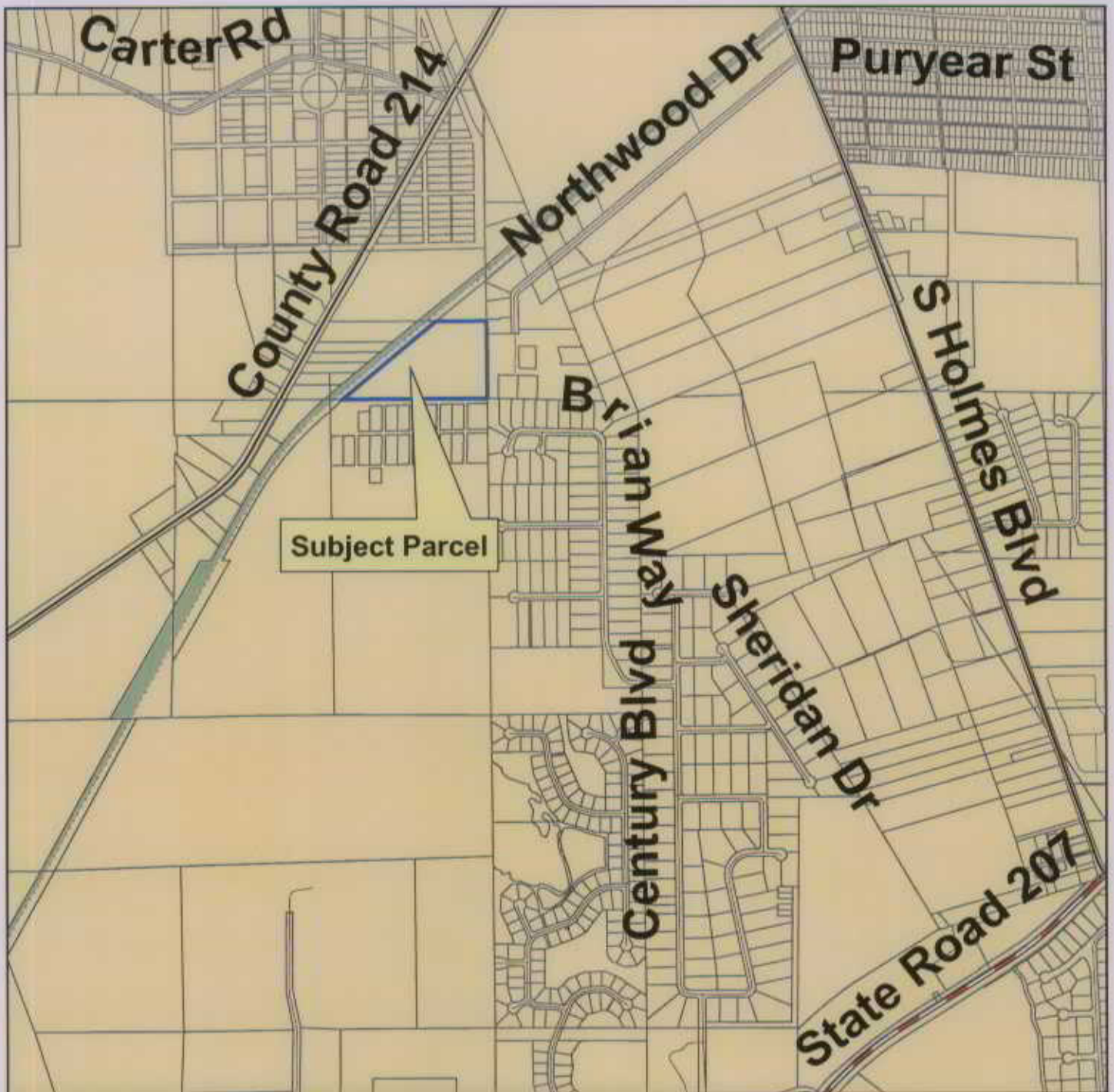
**Subject:** Davis Industrial Park

**Date:** February 27, 2006

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

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: 3/3/2006  
\*Depicts General Project Boundary

**Easement for  
Utilities for  
Davis Industrial  
Park**

File: March 21, 2006



St. Johns County  
Land Mgmt. Systems  
Real Estate