

RESOLUTION NO. 2006- 77

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THREE EASEMENTS FOR UTILITIES FOR INSTALLATION OF A FORCE MAIN ALONG THE ROAD THAT RUNS BETWEEN US 1 SOUTH AND OLD MOULTRIE ROAD LOCATED NORTH OF THE HEALTH AND HUMAN SERVICES DEPARTMENT.

RECITALS

WHEREAS, three property owners have executed and presented to the County three Easements for Utilities, attached hereto as Exhibit "A", "B" and "C", incorporated by reference and made a part hereof, for installation of a force main along the road that runs between US 1 South and Old Moultrie Road located north of the Health and Human Services Department; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the Utility Easements mentioned above; and

WHEREAS, it is in the best interest of the County to accept these Easements to handle increased flows and reduce future pressure problems to the businesses and other citizens in the 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 Easements for Utilities attached and incorporated hereto.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easements 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 DeGrasse
(Deputy Clerk)

RENDITION DATE 3-22-0

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of February, 2006, by **LEONARD MARINACCIO JR. AND VICTORIA MARINACCIO**, husband and wife, with an address of c/o Bomar Construction, 27 South Orchard Street, Ormond Beach, Florida 32174, 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, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") beneath the surface over and upon of 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 currently exist or 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 at a sufficient depth so as not to interfere with the other existing uses of the Easement Area, such as drainage 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.

(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 or others.

2. Grantee, by acceptance of this Easement, hereby agrees to all improvements installed by it within the Easement

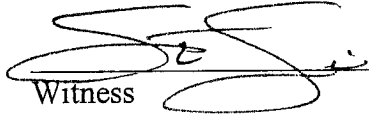
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and Grantee shall 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.

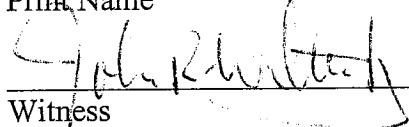
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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.

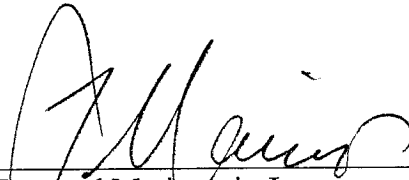
Signed, sealed and delivered
In the presence of:

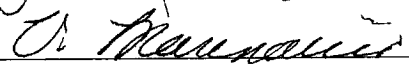

Witness

STEVE SIGALA
Print Name


Witness

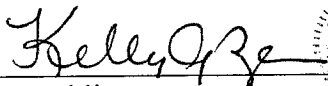
John R. Wittenberg
Print Name


Leonard Marinaccio Jr.


Victoria Marinaccio

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 16th day of February, 2006, by Leonard Marinaccio Jr. and Victoria Marinaccio who is personally known to me or has produced _____ as identification.


Notary Public



Kelly Jean Ze
Commission #1002481
Expires: Sep 09, 20
Bond of \$1000
Atlantic Bonding Co., I

EXHIBIT "A" to Easement

The south thirty (30) feet of Old Moultrie Crossing Tract 3 as recorded in Map Book 47
Page 64-66 of the Public Records of St. Johns County, Florida.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 6 day of March-2006, 2005, by **VYSTAR CREDIT UNION**, with an address of 4949 Blanding Boulevard, Jacksonville, Florida 32210, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida 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, and all other underground equipment and appurtenances as may be necessary or convenient for the operation of the underground water and 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.

(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 a 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 will be responsible for the maintenance of such sewer service laterals which serve Grantor's property. 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 which serve Grantor's property. 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 owned by Grantor 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, and Grantee shall 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, 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.

(signature on following page)

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:

Jeannette Lindsey
Print: Jeannette Lindsey

RJ
Print: Robert Dimmy

VYSTAR CREDIT UNION

By: Richard S. Kufirevic
Print: RICHARD S. KUFIREVIC
Title: EVP/CHIEF OPERATIONS OFFICER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6th day of March, 2006, by Richard S. Kufirevic, as EVP/COO of VyStar Credit Union, a credit union chartered under the laws of the State of Florida, on behalf of the corporation. He () is personally known to me or () has produced a valid Florida Driver's License as identification.

Sherril James
Print: Sherril L. JAMES
Notary Public, State of Florida

My commission expires: 3-2-07
Serial No. DD 189024

(Notarial Seal)

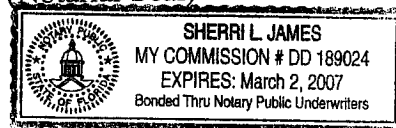


EXHIBIT A to Easement

The south thirty (30) feet of Old Moultrie Crossing Tract 2 as recorded in Map Book 47 page 64-66 of the Public Records of St. Johns County, Florida.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 25 day of January, 2006 by **2003 ST. AUGUSTINE ASSOCIATES, LLC**, a Florida limited liability company, with an address of 151 Sawgrass Corners Drive #202, 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".

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, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") beneath the surface over and upon of 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 currently exist or 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 at a sufficient depth so as not to interfere with the other existing uses of the Easement Area, such as drainage 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.

(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 or others.

2. Grantee, by acceptance of this Easement, hereby agrees to all improvements installed by it within the Easement

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, and Grantee shall 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

2003 ST. AUGUSTINE ASSOCIATES,
LLC
a Florida limited liability company

In the presence of:

Janet R. Coulther
Witness

By: [Signature]
Its: manager

Janet R. Coulther
Print Name

Jennifer L. Sizemore
Witness

Jennifer L. Sizemore
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 25 day of
January, 2005, by Paul S. Ferber
who is personally known to me or has produced _____ as
identification.

Janet R. Coulther
Notary Public



EXHIBIT "A" to Easement

The south thirty (30) feet of Old Moultrie Crossing Tract 1 as recorded in Map Book 47
Page 64-66 of the Public Records of St. Johns County, Florida.



**GENERAL
LOCATION MAP**



Map Prepared: 3/9/2006
*Depicts General Project Boundary

**Force Main
Easement**

File: April 4, 2006



St. Johns County
Land Mgmt. Systems
Real Estate