

RESOLUTION NO. 2007- 183

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE FOR THE RULON MANUFACTURING COMPANY OFF OF RING WAY.**

**RECITALS**

**WHEREAS**, Rulon Company, a Georgia corporation authorized to do business in Florida, 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 Rulon Manufacturing Company off of Ring Way; 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 working at the company.

**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 Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

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 26<sup>th</sup> day of June, 2007.

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

By: Ben Rich  
Ben Rich, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Tom Halter  
Deputy Clerk

**RENDITION DATE** 6/28/07

Prepared by:  
St. Johns County Real Estate Division  
4020 Lewis Speedway  
St. Augustine FL 32084

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22 day of MARCH, 2007  
By RULON COMPANY with an address of 2000 RING-WAY RD  
hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political ST AUGUSTINE, FL  
subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. 32092  
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:

Niki Keegan  
Witness

Niki Keegan  
Witness Print Name

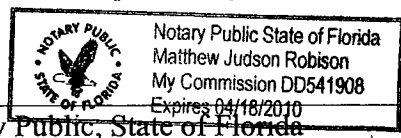
Jeri Moore  
Witness

Jeri Moore  
Witness Print Name

By: Joseph Lemos  
Its: PROJECT MANAGER

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22 day of  
MARCH, 2007 by JOSEPH LEMOS who has produced  
as identification or is personally known to me.



Notary Public, State of Florida

MATTHEW ROBISON  
Print Name

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

# EXHIBIT "A" TO THE EASEMENT



*Infrastructure, environment, facilities*

## WATER LINE EASEMENT

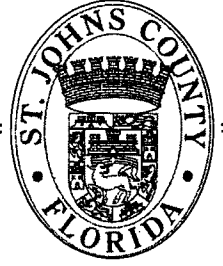
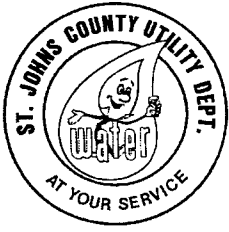
A PART OF GOVERNMENT LOT 1 OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, ALSO KNOWN AS NINE MILE ROAD (A RIGHT-OF-WAY OF VARYING WIDTH, AS NOW ESTABLISHED) WITH THE WESTERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD, A RIGHT-OF-WAY OF VARYING WIDTH ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 78080-2431; THENCE SOUTH  $44^{\circ}32'18''$  WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 2837.69 FEET; THENCE SOUTH  $45^{\circ}27'42''$  EAST, LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH  $88^{\circ}01'18''$  EAST, A DISTANCE OF 105.44 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 412.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 336.70 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $09^{\circ}03'38''$  EAST AND A CHORD DISTANCE OF 327.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH  $14^{\circ}21'06''$  WEST, A DISTANCE OF 63.79 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 645.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 905.08 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $25^{\circ}50'52''$  EAST AND A CHORD DISTANCE OF 832.63 FEET TO THE END OF SAID CURVE; THENCE SOUTH  $73^{\circ}11'14''$  EAST, A DISTANCE OF 360.31 FEET TO A POINT ON A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 785.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 277.25 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $89^{\circ}46'30''$  EAST AND A CHORD DISTANCE OF 275.81 FEET TO THE END OF SAID CURVE; THENCE NORTH  $84^{\circ}35'28''$  EAST, A DISTANCE OF 78.51 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 795.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH  $68^{\circ}31'43''$  EAST AND A CHORD DISTANCE OF 164.23 FEET TO THE END OF SAID CURVE; THENCE NORTH  $51^{\circ}43'42''$  EAST, A DISTANCE OF 292.53 FEET; THENCE SOUTH  $34^{\circ}43'42''$  WEST, A DISTANCE OF 96.39 FEET; THENCE SOUTH  $00^{\circ}38'13''$  WEST, A DISTANCE OF 62.07 FEET; THENCE SOUTH  $44^{\circ}43'41''$  EAST, A DISTANCE OF 302.81 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 680.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 224.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $54^{\circ}10'07''$  EAST AND A CHORD DISTANCE OF 223.09 FEET

TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH 26°22'13" EAST, A DISTANCE OF 20.49 FEET; THENCE SOUTH 63°37'47" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 26°22'13" WEST, A DISTANCE OF 20.42 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 680.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 64°01'51" WEST AND A CHORD DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 205 SQUARE FEET.

# 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:** Vickie Battell, Construction Tech III – Utility Development  
**Subject:** Rulon Manufacturing  
**Date:** May 30, 2007

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Rulon Manufacturing.

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.