

RESOLUTION NO. 2007- 207

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO MERCADO WALK, A COMMERCIAL DEVELOPMENT WITHIN MARSHALL CREEK.

RECITALS

WHEREAS, Joyce Development Group, Inc., a Florida corporation, 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 Mercado Walk, a commercial development within Marshall Creek; 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 patronizing the commercial establishment.

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 24th day of July, 2007.

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Pam Dalton
Deputy Clerk

RENDITION DATE 7/26/07

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7 day of _____, 2006,
By JOYCE DEVELOPMENT GROUP, INC with an address of 12443 SAN JOSE BOULEVARD
hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political SUITE 1002
subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. JACKSONVILLE, FL.
Augustine, FL 32084, hereinafter called "Grantee." 32223

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:

PALENCIA COMMERCIAL VENTURE, LLC
BY: JOHN DEVELOPMENT GROUP, INC
(MANAGING MEMBER)

[Signature]
Witness

By: John M. Joyce
Its: PRESIDENT

Charlie Colyer
Witness Print Name

[Signature]
Witness

JOSEPH A. LIVINGSTON
Witness Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 18th day of June, 2007, by John Joyce who has produced as identification or is personally known to me.



[Signature]
Notary Public, State of Florida
Dana Slyh
Print Name

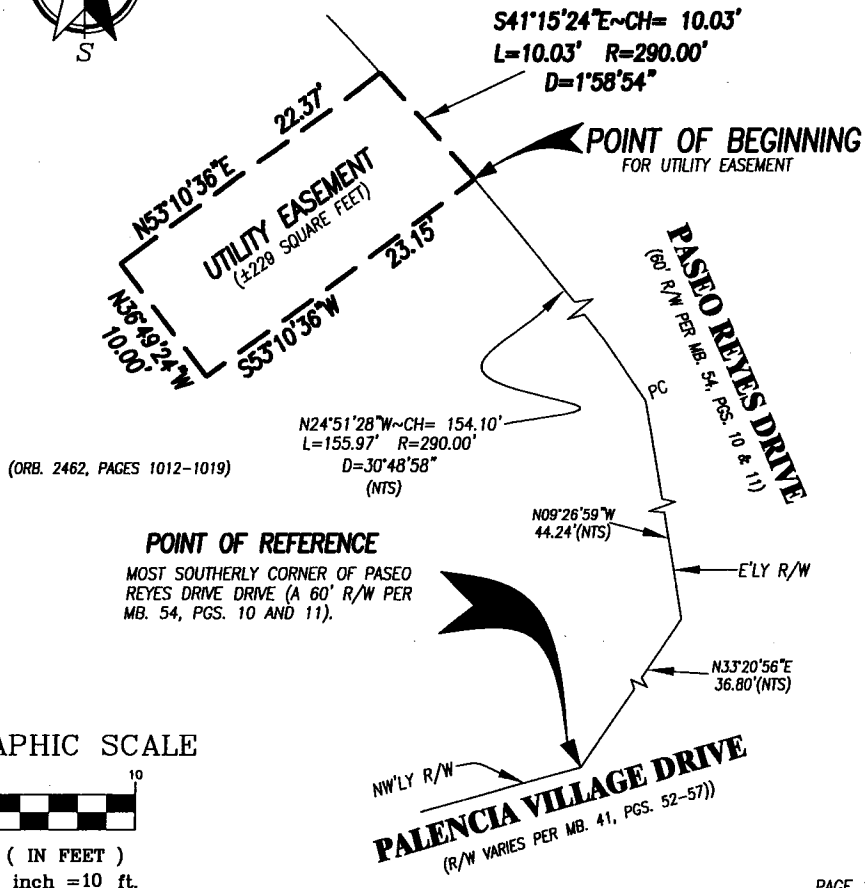
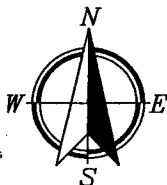
Commission Expires

MAP TO SHOW SKETCH OF:

**A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.**

(BEING A PORTION OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF
SAID COUNTY IN BOOK 2462, PAGES 1012 THROUGH 1019)

FOR: PROSSER HALLOCK



(ORB. 2462, PAGES 1012-1019)

GRAPHIC SCALE



(IN FEET)
1 inch = 10 ft.

PAGE 1 OF 2

DATE OF SKETCH: 6/28/2007

LEGEND:	Δ =DELTA ANGLE
PC=POINT OF CURVATURE	R/W=RIGHT-OF-WAY
PT=POINT OF TANGENCY	PB=PLAT BOOK
PI=POINT OF INTERSECTION	MB=MAP BOOK
PRC=POINT OF REVERSE CURVATURE	DB=DEED BOOK
PCC=POINT OF COMPOUND CURVATURE	ORB=OFFICIAL RECORDS VOLUME
R=RADIUS	ORB=OFFICIAL RECORDS BOOK
CH=CHORD	PG=PAGE
L=LENGTH	CL=CENTERLINE
MSL=MEAN SEA LEVEL	NTS=NOT TO SCALE
SEC=SECTION	FND=FOUND
IP=IRON PIPE	TRAV=TRAVERSE
CM=CONCRETE MONUMENT	PL=PROPERTY LINE
PRM=PERMANENT REFERENCE MONUMENT	WPP=WOOD POWER POLE

DRAWN BY:
GJB

CHECKED BY:
JMJ



**PRIVETT & ASSOC.
OF FLORIDA, INC.**

SURVEYORS AND LAND PLANNERS
2732 TOWNSEND BOULEVARD
JACKSONVILLE, FLORIDA, 32211
(904) 743-7658 LB .NO. 4622

Park D. Privett, Jr. 6-28-07

PARK D. PRIVETT, JR.
REGISTERED SURVEYOR NO. 2218 GA.
REGISTERED SURVEYOR & MAPPER NO. 2841 FL.
JOHN M. JAMES
REGISTERED SURVEYOR & MAPPER NO. 4774 FL.

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER**

NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO N33°20'56"E FOR THE NW'LY R/W OF PASEO REYES DRIVE PER MB. 54, PGS. 10 & 11.
- 2) THIS IS NOT A SURVEY.

LEGAL DESCRIPTION OF A 10 FOOT UTILITY EASEMENT:

A PORTION OF SECTION 4, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING A PORTION OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 2462, PAGES 1012 THROUGH 1019 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE MOST SOUTHERLY CORNER OF PASEO REYES DRIVE (A 60 FOOT RIGHT-OF-WAY ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 54, PAGES 10 AND 11 OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY, ALONG LAST MENTIONED RIGHT-OF-WAY LINE, THE FOLLOWING 3 COURSES; COURSE No.1- NORTH $33^{\circ}20'56''$ EAST, 36.80 FEET; COURSE No.2- THENCE NORTH $09^{\circ}26'59''$ WEST, 44.24 FEET TO A POINT OF CURVATURE; COURSE No.3- THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 290.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH $24^{\circ}51'28''$ WEST, 154.10 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE SOUTH $53^{\circ}10'36''$ WEST, DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID PASEO REYES DRIVE, 23.15 FEET; THENCE NORTH $36^{\circ}49'24''$ WEST, 10.00 FEET; THENCE NORTH $53^{\circ}10'36''$ EAST, 22.37 FEET TO LAST MENTIONED RIGHT-OF-WAY LINE; THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE IN THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF PASEO REYES DRIVE, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 290.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $41^{\circ}15'24''$ EAST, 10.03 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 229 SQUARE FEET, MORE OR LESS.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
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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 Development

Subject: Mercado Walk

Date: July 5, 2007

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

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.