

RESOLUTION NO. 2007- 316

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR SEWER SERVICE TO LEWIS POINT PLAZA.**

**RECITALS**

**WHEREAS**, New Craft, 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 sewer service to Lewis Point Plaza; 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 in that 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 above described Easement for Utilities attached and incorporated hereto, is hereby accepted.

Section 3. The Clerk of the Circuit Court is instructed to file the original Easement for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of November, 2007.

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

By: *Bowker*  
Board Chair

**ATTEST:** Cheryl Strickland, Clerk

*Pam Halterm*  
Deputy Clerk

**RENDITION DATE** 11/30/07

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

Public Records of  
St. Johns County, FL  
Clerk # 2007068525,  
O.R. 2994 PG 995-998  
10/12/2007 at 04:30 PM,  
REC. \$17.00 SUR. \$18.50  
Doc. D \$.70

### EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 11 day of Oct, 2007, by **NEW CRAFT, INC.**, a Florida Corporation, with an address of 13609 Emerald Cove Court, Jacksonville FL 32225, 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 sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for sewer utility service 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 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. Provided, however, that 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 relocating the underground 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.

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 shall be responsible for the maintenance of such sewer service laterals. 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.

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 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.

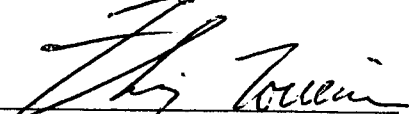
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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:


NEW CRAFT INC.

  
Witness

  
By: ELIAS ZOUein

Jeffrey Rojas  
Print Name

Its: PRES.

  
Witness

Juliana November  
Print Name

State of Florida  
County of DAKAL

The foregoing instrument was acknowledged before me this 11 day of October, 2007, by ELIAS J. ZOUein who is personally known to me or has produced FL Drivers License as identification.

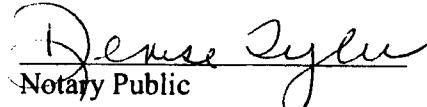
  
Notary Public



EXHIBIT "A"

EASEMENT AREA

# MAP OF

A PART OF GOVERNMENT LOT 8, SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 656, PAGE 1055 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00°27'00" WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1 (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED) A DISTANCE OF 954.92 FEET TO A POINT OF INTERSECTION BETWEEN SAID WESTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF LEWIS POINT ROAD (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 89°37'07" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 609.18 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 2801.49 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 12.84 FEET, MAKING A CENTRAL ANGLE OF 00°15'45" AND HAVING A CHORD BEARING OF SOUTH 89°45'13" WEST AND A CHORD DISTANCE OF 12.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 28.01 FEET, MAKING A CENTRAL ANGLE OF 00°34'22" AND HAVING A CHORD BEARING OF NORTH 89°50'03" WEST AND A CHORD DISTANCE OF 28.01 FEET; THENCE NORTH 01°36'14" EAST, A DISTANCE OF 34.94 FEET; THENCE SOUTH 88°23'46" EAST, A DISTANCE OF 28.00 FEET; THENCE SOUTH 01°36'14" WEST, A DISTANCE OF 34.24 FEET TO THE POINT OF BEGINNING. CONTAINING 969 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

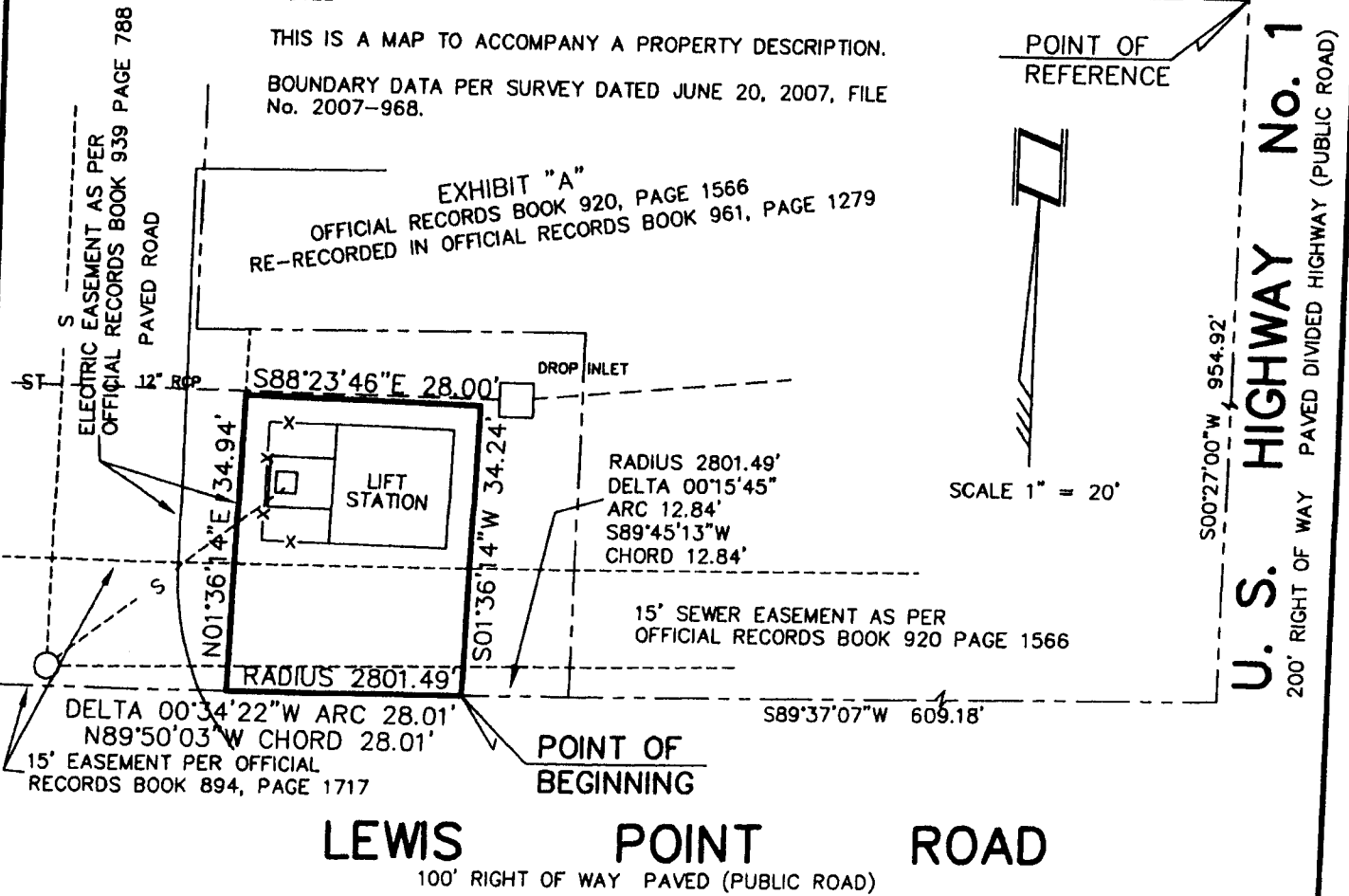
OFFICIAL RECORDS BOOK 656, PAGE 1055

**NOTES**

THIS IS A MAP TO ACCOMPANY A PROPERTY DESCRIPTION.  
BOUNDARY DATA PER SURVEY DATED JUNE 20, 2007, FILE No. 2007-968.

POINT OF REFERENCE

EXHIBIT "A"  
OFFICIAL RECORDS BOOK 920, PAGE 1566  
RE-RECORDED IN OFFICIAL RECORDS BOOK 961, PAGE 1279



## LEWIS POINT ROAD

100' RIGHT OF WAY PAVED (PUBLIC ROAD)

CHECKED BY: \_\_\_\_\_  
DRAWN BY: MCC  
FILE #: 07-968LS

BOATWRIGHT LAND SURVEYORS, INC.  
1500 ROBERTS DRIVE  
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: OCTOBER 8, 2007  
SHEET 1 OF 1



**ST. JOHNS COUNTY**  
UTILITY DEPARTMENT  
1205 STATE ROAD 16  
St. Augustine, Florida 32084-8646

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Robert Zammataro, Chief Engineer - Development  
**SUBJECT:** Lewis Point Plaza  
**DATE:** October 26, 2007

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Lewis Point Plaza.

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.