

RESOLUTION NO. 2008- 199

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FOR DRAINAGE PURPOSES ALONG KINGFISH AVENUE AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID EASEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, the property owners have executed and presented to the County an Easement Agreement for drainage purposes along Kingfish Avenue, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, there is an existing drainage structure within the right-of-way of Kingfish Avenue. At the request of the County, the property owners have agreed to grant this easement without compensation for future maintenance of the drainage structure to insure proper drainage; 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 Grant of Easement attached and incorporated hereto, is hereby accepted by the Board of County Commissioners and the County Administrator is hereby authorized to execute said Easement on behalf of the County.

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

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of July, 2008.

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

By: Thomas G. Manuel

Thomas G. Manuel, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Halterman  
Deputy Clerk

**RENDITION DATE** 7/24/08

Exhibit "A" to Resolution

Prepared by, Record and Return to:  
Stephanie L. Burch, Esq.  
Bartlett, Deal & Briley, PA  
135 Professional Drive, Suite 101  
Ponte Vedra Beach, FL 32082

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is entered into this 8 day of April, 2008 by and between Deborah L. Pilcher and Jerry D. Pilcher, hereinafter collectively referred to as "GRANTOR", and St. Johns County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

**RECITALS**

**WHEREAS** GRANTOR owns a portion of that real property situate in St. Johns County, Florida, being further described on Exhibit "A", attached hereto, which is herein incorporated by reference, and which is hereinafter referred to as the "Easement Property"; and

**WHEREAS** GRANTEE is responsible for maintenance of that certain storm drain culvert system which runs from an inlet on the East side of Seatrout Street and along the South edge of that portion of Kingfish Avenue that is lying between Lots 11 and 12, Block 6 and Lots 1 and 2, Block 7, Unit No. 1 Wellington-By-The-Sea (Dolphin Cove), as recorded in Map Book 3, page 138, of the public records of St. Johns County, Florida (the "Drainage System"); and

**WHEREAS** GRANTEE desires access over, under and across the Easement Property in order to maintain the Drainage System;

**NOW THEREFORE**, in consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and accepted, the parties hereby agree as follows:

- 1.0 GRANTOR hereby grants and conveys to GRANTEE an easement over, under, and across the Easement Property for the purposes of maintenance of drainage pipes, culverts, swales, or other appurtenances as reasonably necessary for the maintenance and operation of a drainage system.
- 2.0 The easement granted herein shall be for the sole and exclusive benefit and use of St. Johns County, Florida, it's successors in title and/or assigns.
- 3.0 GRANTEE shall bear all costs of maintenance and repairs of the Drainage System located within the Easement Property, and shall maintain the Drainage System in a good, sanitary, and attractive condition.

- 4.0 GRANTOR shall bear all costs of maintenance of the Easement Property, except for the Drainage System, and shall maintain the same in a good, sanitary, and attractive condition.
- 5.0 This easement shall run with and burden the land.

SIGNED AND SEALED AS OF THE DATE FIRST ABOVE-WRITTEN, by and between:

Signed in the presence of:

Margie Petraglia  
 Print Name: Margie Petraglia

Deborah L. Pilcher  
 Deborah L. Pilcher, GRANTOR

Stephanie Burch  
 Print Name: **STEPHANIE BURCH**

Jerry D. Pilcher  
 Jerry D. Pilcher, GRANTOR

Margie Petraglia  
 Print Name: Margie Petraglia

Stephanie Burch  
 Print Name: **STEPHANIE BURCH**

STATE OF FLORIDA  
 COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8 day of April, 2008, by Deborah L. Pilcher and Jerry D. Pilcher, who are personally known to me or who has produced \_\_\_\_\_ as identification.

Stephanie Burch  
 Notary Public, State of Florida  
 My Commission Expires



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

\_\_\_\_\_  
Michael D. Wanchick, as  
County Administrator of St. Johns  
County, Florida

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

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
February, 2008, by Michael D. Wanchick, as  
County Administrator of St. Johns County, Florida, a political  
subdivision of the State of Florida, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires

EXHIBIT "A" to Easement

A part of Lots 1 and 2, Block 7 and a part of Kingfish Avenue as shown on the Plat of Unit No. 1 WELLINGTON-BY-THE-SEA as recorded in Map Book 3, page 138 of the public records of St. Johns County, Florida together with a part of Government Lots 1 and 2, Section 21, Township 3 South, Range 29 East, being more particularly described as follows:

A 30.00 foot wide strip of land lying 15.00 feet to either side of the following described centerline:

For a point of reference commence at the Northwest corner of said Lot 1, Block 7, Unit No. 1, WELLINGTON-BY-THE-SEA, thence North  $01^{\circ}37'57''$  West along the Easterly Right-of-way line of Sea Trout Street (formerly known as Sixth (6<sup>th</sup>) Street), a distance of 10.11 feet to the Point of Beginning of said Centerline; thence South  $89^{\circ}04'44''$  East along said Centerline, a distance of 170.00 feet to the Point of Terminus of said Centerline. The side lines of said strip of land being extended or shortened to terminate at the East Right-of-Way line of Sea Trout Street on the West.