

RESOLUTION NO. 2008- 31

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO CVS LOCATED ON EAST WATSON ROAD OFF OF US#1 SOUTH.

RECITALS

WHEREAS, CVS 75346 FL, LLC, a Delaware limited liability company, 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 CVS located on East Watson Road off of US#1 South; 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 at this location.

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 5th day of February, 2008.

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

By: *Thomas G. Manuel*
Thomas G. Manuel, Chairman

ATTEST: Cheryl Strickland, Clerk

By: *Sam Halter*
Deputy Clerk

RENDITION DATE 2/8/08

Exhibit "A" to Resolution

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 2nd day of January, 2008, by CVS 75346 FL, L.L.C., a Delaware LLC, with an address of One CVS Drive, Woonsocket, RI 02895, 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 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 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 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 or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements 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, 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.

CVS 75346 FL, L.L.C.

Signed, sealed and delivered
In the presence of:

Dawn M. Bucci
Witness

Dawn M. Bucci
Print Name

Amanda H. Clarke
Witness

Amanda H. Clarke
Print Name

[Signature]
By: _____
Its: **Michael B. Nulman**
Assistant Secretary

State of Rhode Island
County of Providence

The foregoing instrument was acknowledged before me this 2nd day of January, 2008, by Michael B. Nulman who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Dorothy T. O'Brien
Notary Public
State of Rhode Island
My Commission Expires 08/15/2009

SKETCH OF DESCRIPTION

**THIS IS NOT A SURVEY
PROPOSED SJCUD EASEMENT**

A parcel of land situated in Section 19, Township 8 South, Range 30 East, St. Johns County, Florida, and being a part of Moultrie Heights as recorded in Map Book 4, Page 51, of the Public Records of St. Johns County, and being more particularly bounded and described as follows:

Commence at the intersection the original south right-of-way line of Watson Road (a 66-foot right-of-way) and the East right-of-way line of U.S. Highway No. 1 (a 200-foot right-of-way); thence run South 01°11'19" West along said east right-of-way line of U.S. Highway No. 1, a distance of 14.10 feet to the new south right-of-way line of Watson Road, per Official Records Book 2364, Page 1290, Public Records of St. Johns County, Florida, thence run South 81°56'13" East along the new south right of way line a distance of 242.68 feet to the east lot line of the CVS parcel; thence departing said south right of way line run along the east lot line of the CVS parcel South 01°11'20" West for a distance of 137.36 feet to the Point of Beginning, thence departing said line run North 88°48'40" West for a distance of 15.75 feet; thence run South 01°11'20" West for a distance of 10.00 feet; thence run South 88°48'40" East for a distance of 15.75 feet to the aforementioned east lot line of the CVS parcel, thence run along said line North 01°11'20" East for a distance of 10.00 feet to the Point of Beginning.

Containing 157.50 square feet more or less.

NOTES:

- 1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED "SURVEYOR AND MAPPER".
- 2. THE BASIS OF BEARING AS SHOWN HEREON IS BASED UPON THE SOUTH RIGHT-OF-WAY LINE OF EAST WATSON ROAD BEING S81°56'31"E.
- 3. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
- 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY.
- 5. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT DEFINE OWNERSHIP.

LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
SJCUD = ST. JOHNS COUNTY UTILITY DEPARTMENT

For the Firm By: _____

(Handwritten Signature)
12/13/07

Arthur A. Mastroniola Jr., P.S.M.
Professional Surveyor and Mapper
Florida Registration No. LS 4166

**NOT VALID WITHOUT SHEETS 1 AND 2 OF 2
SHEET 1 OF 2**

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED "SURVEYOR AND MAPPER".



**Engineers
Architects
Surveyors
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design / Build**

6675 Corporate Center
Parkway, Suite 112
Jacksonville, FL 32216
Phone 904 332-0999
Fax 904 332-0997

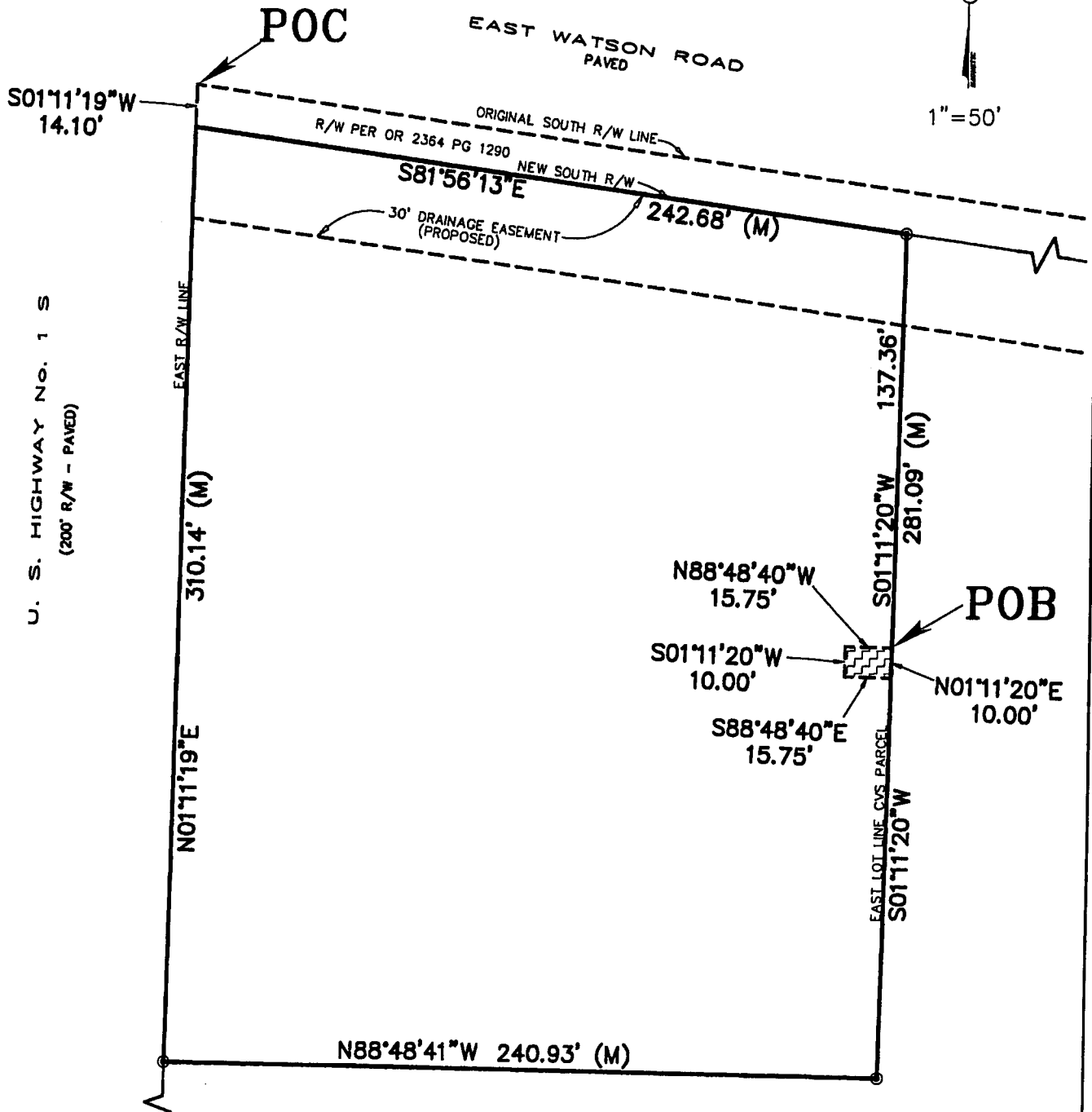
SKETCH OF DESCRIPTION PROPOSED SJCUD EASEMENT	PAGE 1 OF 2
ZAREMBA GROUP, LLC CVS / PHARMACY (U.S. HIGHWAY NO. 16 & EAST WATSON ROAD) CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA	Z0304
Certificate of Authorization No. LB7143	© 2007

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY
PROPOSED SJCUD EASEMENT



1" = 50'



NOT VALID WITHOUT SHEETS 2 AND 2 OF 2
SHEET 2 OF 2



Engineers
Architects
Surveyors
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design/Build

6675 Corporate Center
Parkway, Suite 112
Jacksonville, FL 32216
Phone 904 332-0999
Fax 904 332-0997

SKETCH OF DESCRIPTION
PROPOSED SJCUD EASEMENT

PAGE
2 OF 2

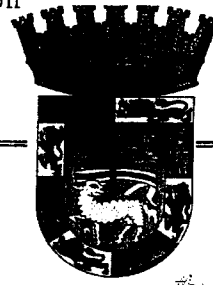
ZAREMBA GROUP, LLC
CVS / PHARMACY (U.S. HIGHWAY NO. 18 & EAST WATSON ROAD)
CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

Z0304

Certificate of Authorization No. LB7143

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St. Johns County Board of County Commissioners



*UTILITY DEPARTMENT
Engineering Division*

*1205 STATE ROAD 16
SAINT AUGUSTINE, FLORIDA
32084-8646*

*PHONE: (904) 209-2700
FAX: (904) 209-2601*

INTEROFFICE MEMORANDUM

TO: NANETTE BRADBURY, REAL ESTATE COORDINATOR
FROM: VICKIE BATTELL, CONSTRUCTION TECH, ENGINEERING
SUBJECT: EASEMENT FOR CVS @ US 1 SOUTH AND WATSON RD
DATE: JANUARY 11, 2008

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of CVS @ US 1 South and Watson Road.

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.