

RESOLUTION NO. 2008- 55

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FROM THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, FOR WATER AND SEWER SERVICES FOR THE PACETTI BAY MIDDLE SCHOOL.**

**RECITALS**

**WHEREAS**, The School Board of St. Johns County adopted Resolution 2007-15, attached hereto as Exhibit "A", authorizing the dedication of an Easement for Utilities, attached hereto as Exhibit "B", for water and sewer services for the Pacetti Bay Middle School. An amended Easement for Utilities was also recorded due to a scrivener's error in the legal description, attached hereto as Exhibit "C", all Exhibits are incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "D", incorporated by reference and made a part hereof; and

**WHEREAS**, it is in the best interest of the County to accept the Easements for the health, safety and welfare of the students and staff attending the school.

**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 file the originals of the Easements for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 4<sup>th</sup> day of March, 2008.

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

By: 

Thomas G. Manuel, Chairman

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 3/7/08

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA  
RESOLUTION NUMBER 2007-15

A RESOLUTION BY THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A TWENTY FOOT (20') EASEMENT TO ST. JOHNS COUNTY, FLORIDA, FOR THE CONSTRUCTION, OPERATION & MAINTENANCE OF SEWER FACILITIES WHICH BENEFIT SCHOOL "FF" – PACETTI BAY MIDDLE SCHOOL.

WHEREAS, at its meeting held on June 12, 2007, duly noticed and convened under law, the School Board of St. Johns County, Florida considered the grant of a dedicated, irrevocable twenty foot (20') easement to St. Johns County for construction, operation and maintenance of sewer facilities intended to benefit Pacetti Bay Middle School.

WHEREAS, by a majority vote, it was resolved by the School Board of St. Johns County, Florida, as follows:

1. Superintendent, Joseph Joyner, is hereby authorized to execute the easement, the form and content of which are hereby approved by the Board.
2. A copy of this resolution shall be recorded in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the School Board of St. Johns County, Florida this day of June 12, 2007.

SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

By: Beverly Slough  
Beverly Slough  
Its Chairperson

EASEMENT FOR UTILITIES  
(Pacetti Bay Middle School)

5

THIS EASEMENT executed and given this 12 day of June, 2007, by THE SCHOOL BOARD FOR ST. JOHNS COUNTY, FLORIDA, whose address is 40 Orange Street, St. Augustine, Florida 32084, 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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for sewer 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, water, 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 and 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. To the extent permitted by law, 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

[THIS PORTION LEFT BLANK INTENTIONALLY. SIGNATURE BLOCK ON  
SUBSEQUENT PAGE.]

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:

THE SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA

Nicole L. Cubbedge  
Witness #1 Nicole L. Cubbedge  
(type or print name)

By: Joseph Joyner  
Dr. Joseph Joyner  
Its Superintendent

James Forson  
Witness #2 James Forson  
(type or print name)

**GRANTOR**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

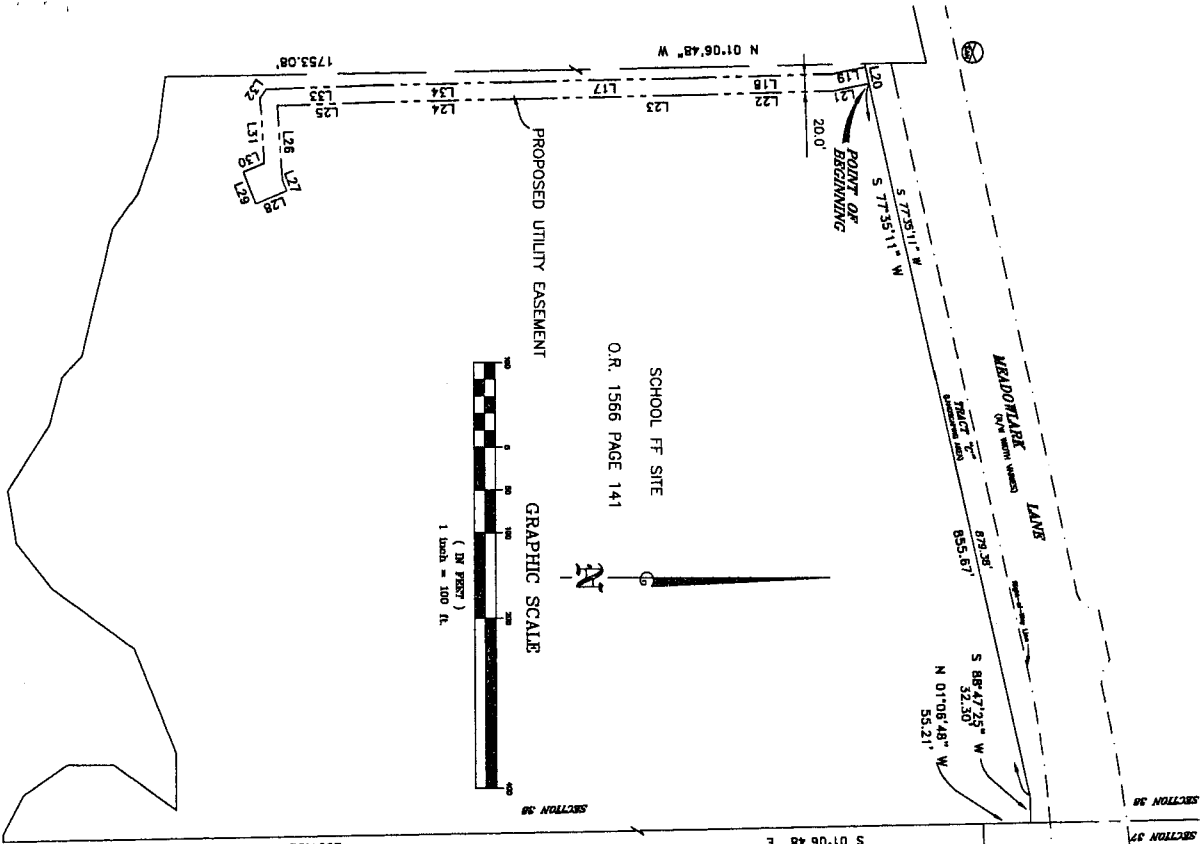
**THE FOREGOING** instrument was acknowledged before me this 12<sup>th</sup> day of June, 2007, by Joseph Joyner, as Superintendent of the School Board of St. Johns County, Florida, on behalf of the school district, who (✓) is personally known to me or ( ) has produced driver's license no. \_\_\_\_\_ as identification.

(SEAL)

Gina Falluca  
Signature of Notary  
Gina Falluca  
(Name of notary, typed/printed)  
Commission Number: DD544679  
My Commission Expires: 4.25.10



SKETCH AND DESCRIPTION OF  
A UTILITY EASEMENT  
PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH,  
RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



**DESCRIPTION**

A part of Government Lot 14, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida being a part of those lands described in Official Records Book 1500, Page 141 of the Public Records of St. Johns County, Florida.

For a Point of Reference, commence at a point in the Southern Right-of-Way Line of Sio Road (a 60 foot Right-of-Way as shown on the plat of Hill Creek Estates, as recorded in Map Book 14, pages 104 through 106 of the Public Records of said county) at its intersection with the Western Right-of-Way Line of County Road 13A, Paceville Road (a 100 foot Right-of-Way as now established); thence S 19°47'27\"/>

- NOTES:**
- THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERNLY RIGHT-OF-WAY LINE OF PACEVILLE ROAD AS SHOWN ON THE PLAT OF THE MEADOWS AT SAINT JOHN'S PHASE ONE, BEING S 19°14'27\"/>
  - THIS IS NOT A BOUNDARY SURVEY.
  - THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT, THEREFOR THERE MAY BE INSTRUMENTS RECORDED AND / OR UNRECORDED, WHICH MAY AFFECT THIS PROPERTY.

**LEGEND:**  
 P = RADIUS  
 L = LINE  
 D.R. = OFFICIAL RECORDS

Terry M. Durdan, Florida P.S.M. #3281  
 Registered Professional Surveyor  
 10000 Highway 17, Suite 100, Jacksonville, Florida 32210

**LINE TABLE**

LINE	BEARING	LENGTH
L17	N02°50'17\"/>	
L18	N01°34'37\"/>	
L19	N11°17'36\"/>	
L20	N72°48'11\"/>	
L21	S11°17'36\"/>	
L22	S01°34'37\"/>	
L23	S02°08'25\"/>	
L24	S02°08'25\"/>	
L25	S02°08'25\"/>	
L26	N86°18'19\"/>	
L27	N86°18'19\"/>	
L28	S22°11'42\"/>	
L29	S22°11'42\"/>	
L30	S22°11'42\"/>	
L31	S60°18'18\"/>	
L32	N45°08'51\"/>	
L33	N02°08'25\"/>	
L34	N02°08'25\"/>	

**GEOMATICS CORP.**  
 LAND SURVEYING-MAPPING-GIS  
 2804 N. PINE STREET  
 SUITE 101 & 102  
 ST. AUGUSTINE, FL 32084  
 PHONE (904) 884-9888 FAX (904) 884-9789  
 LICENSED BUSINESS #9719

PROJECT No. C-06-1078  
 SURVEY DATE: 09/21/2007  
 CAD FILE: 06-1078L.EASE.2.DWG  
 CHECKED BY: T. DURDAN  
 DRAWN BY: T. TALLEY  
 FIELD WORK: D. CANNON  
 FB: 07-16 Pcs.: 06



Public Records of  
St. Johns County, FL  
Clerk # 2007064673,  
O.R. 2986 PG 998-1003  
09/26/2007 at 03:58 PM,  
REC. \$25.00 SUR. \$27.50  
Doc. D \$ .70

**\*\*AMENDED\*\***  
**EASEMENT FOR UTILITIES**  
(Pacetti Bay Middle School)

THIS EASEMENT executed and given this 11th day of September, 2007, by THE SCHOOL BOARD FOR ST. JOHNS COUNTY, FLORIDA, whose address is 40 Orange Street, St. Augustine, Florida 32084, 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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for sewer 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, water, 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 and 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. To the extent permitted by law, 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

[THIS PORTION LEFT BLANK INTENTIONALLY. SIGNATURE BLOCK ON  
SUBSEQUENT PAGE.]

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:

THE SCHOOL BOARD OF ST. JOHNS  
COUNTY, FLORIDA

Sharon C. Carcaba  
Witness #1 Sharon C. Carcaba  
(type or print name)

By: Joseph Joyner  
Dr. Joseph Joyner  
Its Superintendent

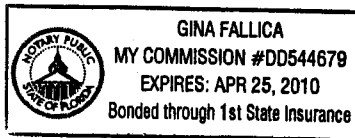
Nicole L. Cubbage  
Witness #2 Nicole L. Cubbage  
(type or print name)

GRANTOR

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 12<sup>th</sup> day of September, 2007, by Joseph Joyner, as Superintendent of the School Board of St. Johns County, Florida, on behalf of the school district, who () is personally known to me or () has produced driver's license no. \_\_\_\_\_ as identification.

(SEAL)



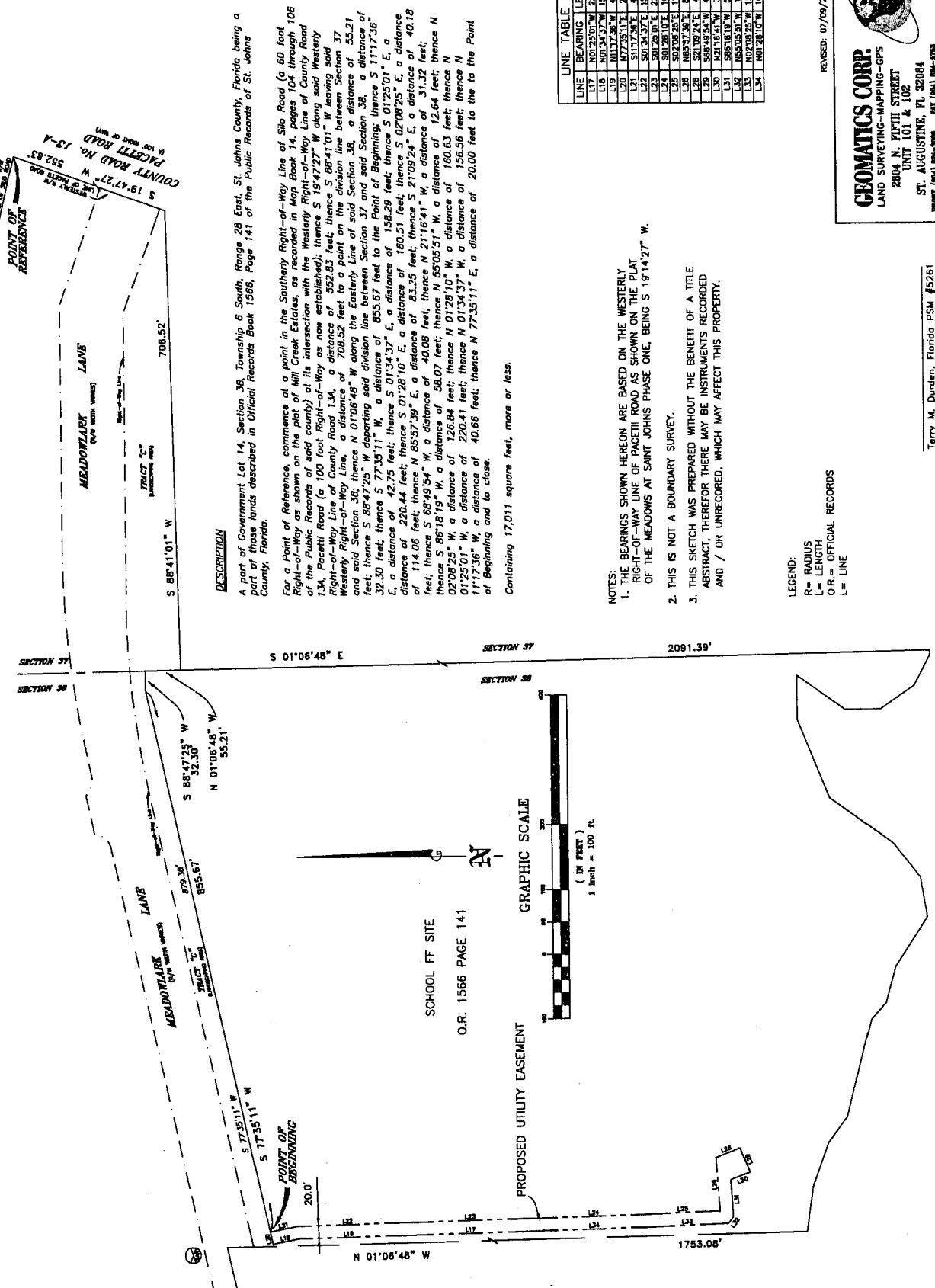
Gina Fallica  
Signature of Notary  
Gina Fallica  
(Name of notary, typed/printed)  
Commission Number: DD544679  
My Commission Expires: 4.25.10

**\*\*SCRIVENER'S NOTE: THIS AMENDED EASEMENT FOR UTILITIES IS BEING RECORDED SIMPLY TO MODIFY THE LEGAL DESCRIPTION OF THE ORIGINAL EASEMENT RECORDED AT OR BOOK 2943, PAGES 1114 - 1118, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TO MORE ACCURATELY PORTRAY THE ACTUAL CONSTRUCTED LOCATION OF THE IMPROVEMENTS. THIS EASEMENT AND LEGAL DESCRIPTION IS INTENDED TO SUPERCEDE AND REPLACE THE EARLIER RECORDED DOCUMENT.**

# SKETCH AND DESCRIPTION OF

## A UTILITY EASEMENT

PART OF GOVERNMENT LOT 14, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA.



### DESCRIPTION

A part of Government Lot 14, Section 38, Township 6 South, Range 28 East, St. Johns County, Florida being a part of those lands described in Official Records Book 1566, Page 141 of the Public Records of St. Johns County, Florida.

For a Point of Reference, commence at a point in the Southerly Right-of-Way Line of Sito Road (a 60 foot Right-of-Way as shown on the plat of Mill Creek Estates, as recorded in Map Book 14, pages 104 through 106 of the Public Records of said county) at its intersection with the Westerly Right-of-Way Line of County Road 13A, Pacetti Road (a 100 foot Right-of-Way as now established); thence S 19°47'27" W along said Westerly Right-of-Way Line of County Road 13A, a distance of 552.83 feet; thence S 88°41'01" W leaving said Westerly Right-of-Way Line, a distance of 708.52 feet to a point on the division line between Section 37 and said Section 38; thence N 01°08'48" W along the Eastern Line of said Section 38, a distance of 32.30 feet; thence S 88°47'25" W departing said division line between Section 37 and said Section 38, a distance of 114.06 feet; thence S 77°35'11" W, a distance of 853.67 feet to the Point of Beginning; thence S 01°25'01" E, a distance of 220.44 feet; thence S 01°28'10" E, a distance of 180.31 feet; thence S 74°09'24" E, a distance of 40.18 feet; thence S 68°49'54" W, a distance of 40.08 feet; thence N 21°11'11" W, a distance of 31.32 feet; thence S 86°18'19" W, a distance of 56.07 feet; thence N 25°05'51" W, a distance of 12.64 feet; thence N 02°08'25" W, a distance of 126.84 feet; thence N 01°28'10" W, a distance of 160.63 feet; thence N 01°25'01" W, a distance of 220.41 feet; thence N 01°34'31" W, a distance of 156.56 feet; thence N 11°17'36" W, a distance of 40.66 feet; thence N 77°35'11" E, a distance of 20.00 feet to the Point of Beginning and to close.

Containing 17,011 square feet, more or less.

NOTES:  
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY RIGHT-OF-WAY LINE OF PACETTI ROAD AS SHOWN ON THE PLAT OF THE MEADOWS AT SAINT JOHNS PHASE ONE, BEING S 19°14'27" W.

2. THIS IS NOT A BOUNDARY SURVEY.  
3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT, THEREFOR THERE MAY BE INSTRUMENTS RECORDED AND / OR UNRECORDED, WHICH MAY AFFECT THIS PROPERTY.

LEGEND:  
R = RADIUS  
L = LENGTH  
O.R. = OFFICIAL RECORDS  
L = LINE

LINE	BEARING	LENGTH
L17	N01°25'01" E	220.41
L18	N01°34'31" W	156.56
L19	N11°17'36" W	40.66
L20	N77°35'11" E	20.00
L21	S11°17'36" E	42.75
L22	S01°28'10" E	160.63
L23	S01°25'01" E	220.44
L24	S01°28'10" E	180.31
L25	S02°08'25" E	114.06
L26	N86°18'19" W	83.22
L27	S41°09'24" E	40.18
L28	S68°49'54" W	40.08
L29	S86°18'19" W	56.07
L30	S88°47'25" W	32.30
L31	S88°41'01" W	708.52
L32	N85°05'51" W	12.64
L33	N02°08'25" W	126.84
L34	N01°28'10" W	160.63

REVISED: 07/09/2007 TO CHANGE THE LOCATION OF EASEMENT.

PROJECT No: C-06-1078  
SURVEY DATE: 05/21/2007  
CAD FILE: 06-1078L\_EASE\_2.DWG  
CHECKED BY: T. DURDEN  
DRAWN BY: T. TALLEY  
FIELD WORK: D. CANNON  
FB: 07-16 Pg.: 06

**GEOMATICS CORP.**  
LAND SURVEYING-MAPPING-GIS  
2804 N. FIFTH STREET  
UNIT 101 & 102  
ST. AUGUSTINE, FL 32084  
PHONE (904) 984-5008 FAX (904) 984-8703  
LICENSED BUSINESS #8979

Terry M. Durden, Florida PSM #5261  
Not Valid without the Signature And Original Raised Seal Of A Florida Licensed Surveyor & Mapper

*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



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INTEROFFICE MEMORANDUM

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TO: NANETTE BRADBURY, REAL ESTATE COORDINATOR  
FROM: VICKIE BATTELL, CONSTRUCTION TECH, ENGINEERING  
SUBJECT: EASEMENT FOR PACETTI BAY MIDDLE SCHOOL  
DATE: FEBRUARY 5, 2008

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Pacetti Bay Middle School.

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.