

RESOLUTION NO. 2010- 264

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

RECITALS

WHEREAS, Agree St. Augustine Shores, LLC, a Florida 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 Walgreens located on US #1 South; and

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

WHEREAS, to the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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, are 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 7th day of November, 2010.

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

By: [Signature]
Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 12/15/10

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of October, 2010 by Agree St. Augustine Shores, LLC, with an address of 31850 Northwestern Highway, Farmington Hill, Michigan 48334, 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 and 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. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit A (Ingress/Egress Area).** This easement is for water and/or 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, 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. (a) WATER SYSTEM - 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.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness
Laith Hermiz

Print Name

[Signature]
Witness

Mike Fitzgerald
Print Name

By: [Signature]
Its: VICE PRESIDENT

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this 7th day of October, 2010, by Kenneth Howe who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

LISA MARIE ARMOR
Notary Public, State of Michigan
County of Livingston
My Commission Expires Jun. 19, 2016
Acting in the County of Oakland

EXHIBIT "A" to Easement

EASEMENT AREA

A 5' x 5' UTILITY EASEMENT LYING IN GOVERNMENT LOT 8, SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PORTION OF THOSE LANDS DESCRIBED AND RECORDED IN THAT SPECIAL WARRANTY DEED FROM LEGENDS LAND GROUP, LLC TO AGREE ST. AUGUSTINE SHORES, LLC RECORDED IN OFFICIAL RECORDS BOOK 3192, PAGE 166 ET SEQ OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, SAID UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL BOOK 416, PAGE 85 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE SOUTH 08°17'07" EAST, ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, (A 200 FOOT RIGHT OF WAY, AS NOW ESTABLISHED), A DISTANCE OF 451.98 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3192, PAGE 166; CONTINUE THENCE SOUTH 08°17'07" EAST, ALONG AFORESAID RIGHT OF WAY LINE OF U.S. HIGHWAY No. 1, A DISTANCE OF 244.38 FEET, TO THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3192, PAGE 166 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, AND ALSO BEING THE NORTHEASTERLY CORNER OF AN ACCESS EASEMENT AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2306, PAGE 668 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA AND A POINT ON THAT RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 3181, PAGE 756 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; RUN ALONG THE SOUTHERLY LINE AND THEN THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3192, PAGE 166, (AND ALSO ALONG THE NORTHERLY LINE OF SAID ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2306,

SHEET THREE (3) OF THREE (3) SHEETS

PAGE 668 FOR A PORTION OF THE FIRST COURSE, AND ALSO BEING THE NORTHERLY LINE AND THEN THE EASTERLY LINE OF EXHIBIT "A-2", DRIVEWAY (EXCLUDING RESIDENTIAL ACCESS DRIVE), AS RECORDED IN THAT RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, AS RECORDED IN OFFICIAL RECORDS BOOK 3181, PAGE 756 OF THE PUBLIC RECORDS OF SAID ST. JOHNS

COUNTY, FLORIDA; RUN THENCE, ALONG LAST SAID LINE THE FOLLOWING THREE COURSES AND DISTANCES

COURSE No. 1: NORTH 90°00'00" WEST, A DISTANCE OF 265.92 FEET, TO THE POINT OF CURVATURE, OF A CURVE LEADING NORTHWESTERLY;

COURSE No. 2: RUN THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF A CURVE, BEING CONCAVE NORTHERLY, AND HAVING A RADIUS OF 46.50 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE RIGHT, AN ARC DISTANCE OF 73.67 FEET, TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°23'01" WEST, 66.20 FEET;

COURSE No. 3: RUN THENCE NORTH 00°00'00" WEST, A DISTANCE OF 50.61 FEET, TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 00°00'00" WEST, ALONG THE AFORESAID WESTERLY LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3192, PAGE 166 ET SEQ OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, A DISTANCE OF 5.00 FEET, TO A POINT; RUN THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 5.00 FEET, TO A POINT; RUN THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 5.00 FEET, TO A POINT; RUN THENCE NORTH 90°00'00" WEST, A DISTANCE OF 5.00 FEET, TO A POINT ON THE WESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3192, PAGE 166 ET SEQ OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND THE POINT OF BEGINNING.

THE LANDS THUS DESCRIBED CONTAINS 25 SQUARE FEET, MORE OR LESS, IN AREA.



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Walgreens @ St. Augustine Shores
DATE: October 29, 2010

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Walgreens @ St. Augustine Shores.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution and a recorded copy for the utilities for our files.

Your support and cooperation as always are greatly appreciated.