

RESOLUTION NO. 2010- 30

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO ALLOW RELOCATION OF THE WATER LINE AT THE CORNER OF WILDWOOD DRIVE AND STATE ROAD 207 DUE TO CONSTRUCTION OF A TURN LANE.

RECITALS

WHEREAS, the property owner at the corner of Wildwood Drive and State Road 207, 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 relocation of a water line; and

WHEREAS, the water line is being relocated by Racetrac Petroleum in compliance of the terms of the Proportionate Fair Share Concurrency Agreement which requires construction of a turn lane from Wildwood Drive onto State Road 207. This requirement is in conjunction with the Concurrency application for their new facility at State Road 207 and I-95; and

WHEREAS, to the extent that there are typographical, 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 Board of County Commissioners hereby accepts the above described Easement for Utilities attached and incorporated hereto.

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 16th day of February, 2010.

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

By: Ron Sanchez
Ron Sanchez, Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Haltemen
Deputy Clerk

RENDITION DATE 2/18/10

Prepared by:
Nanette Bradbury
St. Johns County Real Estate Division
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13 day of January, 2010 by **ELSIE E. BUFF**, with an address of 3677 Newcastle Creek Drive, Jacksonville Florida 32277, hereinafter called "Grantor" to **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 Grantors and Grantee. This easement is for water 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 Grantors are 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) Grantors 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 Grantors 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 Grantors 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 Grantors.

(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 Grantors.

2. 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, Grantors have 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.

WITNESSES :

Nanette Bradbury
Signature

Nanette Bradbury
Print Name

Lauren Ford
Signature

Lauren Ford
Print Name

OWNER:

Elsie E. Buff
Elsie E. Buff

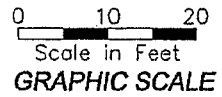
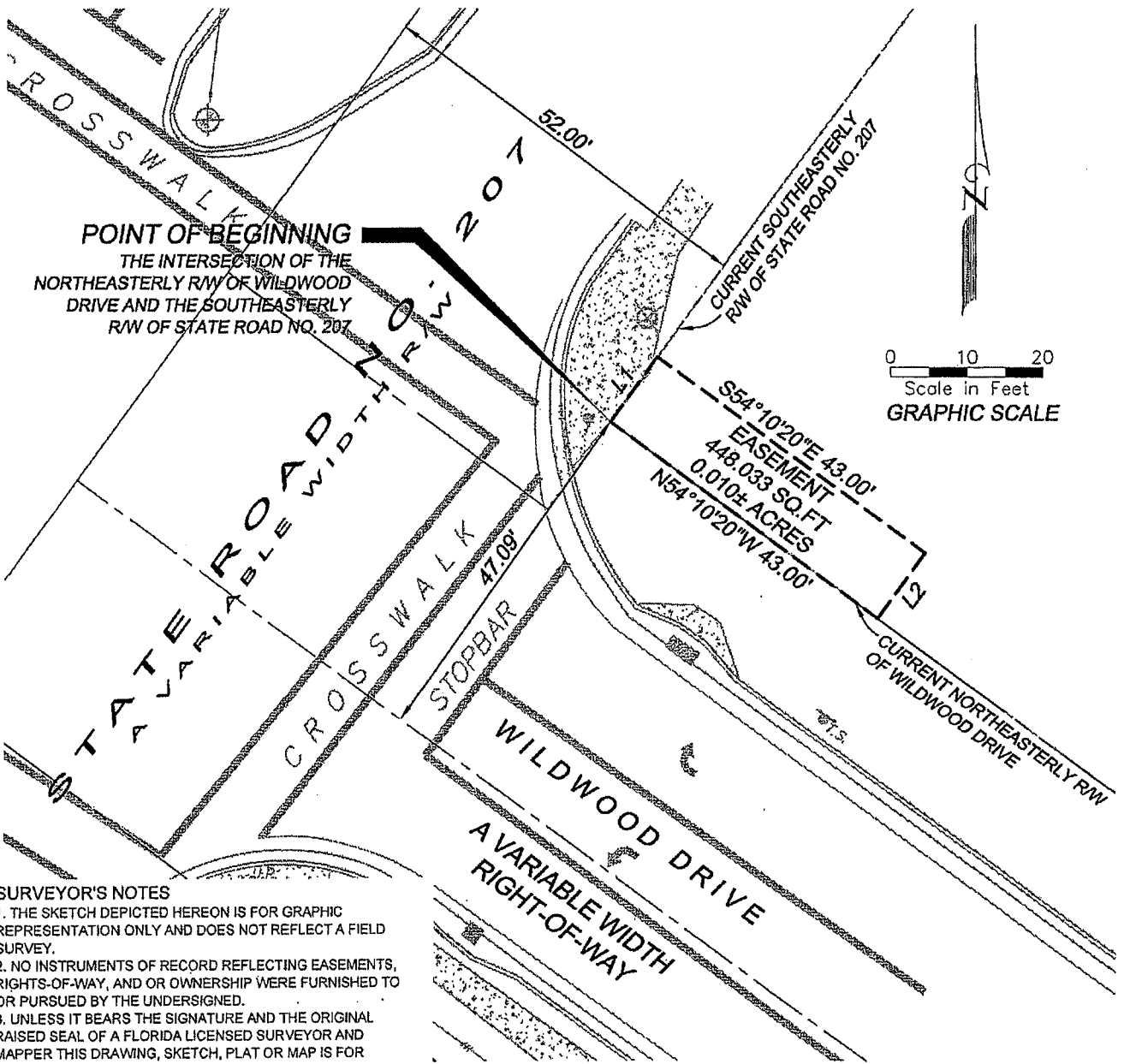
State of Florida
County of DeKalb

The foregoing instrument was acknowledged before me this 13 day of January, 2010, by Elsie E. Buff, who is personally known to me or has produced _____ as identification.

Nanette Bradbury
Notary Public



THIS IS NOT A SURVEY



SURVEYOR'S NOTES

1. THE SKETCH DEPICTED HEREON IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A FIELD SURVEY.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
3. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID
4. BEARINGS ARE BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207, BEARING BEING N36°27'24\"E.

SEE SHEET 2 FOR LINE TABLE AND LEGAL DESCRIPTION

RaceTrac Petroleum

POTABLE WATER MAIN EASEMENT

SCALE 1"=20'	DATE 01/07/10	DRAWN G.C.O.	CALCED G.C.O.	CHECKED T.W.S.
JOB No. 4305-090-049	SECTION 34	TOWNSHIP 7 SOUTH	RANGE 29 EAST	

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

King

ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

Timothy W. Schram, Sr.
1/07/2010

TIMOTHY W. SCHRAM, SR.
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.6533
CERTIFICATE OF AUTHORIZATION No. LB 2610

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THIS IS NOT A SURVEY

A tract of land lying within Section 34, Township 7 South, Range 29 East, St. Johns County, State of Florida and being more particularly described as follows:

Commencing at the Intersection of the Northeasterly Right of Way of Wildwood Drive (a variable width right of way) and the Southeasterly Right of Way of Florida State Road No. 207, said point being the POINT OF BEGINNING of the herein described tract; thence along the Southeasterly Right of Way of said Florida State Road No. 207 and departing said Northeasterly Right of Way of Wildwood Drive North 36°27'24" East, a distance of 10.42 feet; thence departing the Southeasterly Right of Way of State Road No. 207 South 54°10'20" East, a distance of 43.00 feet; thence South 36°27'24" West, a distance of 10.42 feet returning to the Northeasterly Right of Way of Wildwood Drive; thence along said Right of Way North 54°10'20" West, a distance of 43.00 feet returning to the Southeasterly Right of Way of State Road No. 207 and the POINT OF BEGINNING.

Containing 448.033 square feet or 0.010 acres, more or less.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N36°27'24"E	10.42'
L2	S36°27'24"W	10.42'

PREPARED FOR

RaceTrac Petroleum

King
ENGINEERING ASSOCIATES, INC.

4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634

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