

RESOLUTION NO. 2011- 229

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICES TO WILDWOOD OFFICE CENTER ON WILDWOOD DRIVE.**

**RECITALS**

**WHEREAS**, Yelton Construction, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities for water services, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, to serve Wildwood Office Center on Wildwood Drive. The Easement was recorded by the developer prior to being submitted to the County; 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**, to the extent that there are typographical, scrivener's 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 is hereby accepted by the Board of County Commissioners.

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

**PASSED AND ADOPTED** this 16<sup>th</sup> day of August, 2011.

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

By: 

J. Ken Bryan, Chair

**ATTEST:** Cheryl Strickland, Clerk

By: Pam Hatterman  
Deputy Clerk

RENDITION DATE 8/17/11



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 27 day of May, 2011  
by YETTON CONSTRUCTION, INC with an address of  
910 Winterbank Dr. SW. FL 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". 500 San Sebastian View

**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 meters 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. 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 water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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:

Yelton Construction, Inc.

[Signature]  
Witness EDWARD PAUCEK

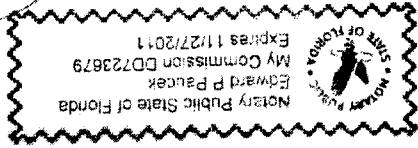
By: [Signature]  
Its: President

DORAN DEAN YELTON  
Print Name

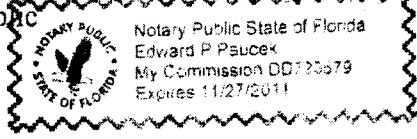
[Signature]  
Witness  
ROBERT MORZEN  
Print Name

State of FL  
County of St. Johns

The foregoing instrument was acknowledged before me this 07 day of May, 2011, by DORAN DEAN YELTON who is personally known to me or has produced NA as identification.



[Signature]  
Notary Public



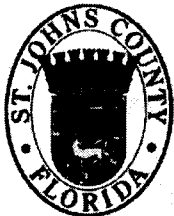
## EXHIBIT A to Easement

### DESCRIPTION (by Surveyor)

A Utility Easement situated Tract "C-1" of Creekside as recorded in Map Book 14, page 63 of the Public Records of St. Johns County, Florida and being more particularly bounded and described as follows:

COMMENCE at the Southwest Corner of said Tract "C-1"; thence North  $89^{\circ} 02' 30''$  East, along the South Line of said Tract, a distance of 8.16 feet to the POINT OF BEGINNING for the herein described Easement; thence North  $00^{\circ} 57' 30''$  West, a distance of 5.00 feet; thence North  $89^{\circ} 02' 30''$  East, a distance of 11.00 feet; thence South  $00^{\circ} 57' 30''$  East, a distance of 5.00 feet to said South Line of Tract "C-1"; thence South  $89^{\circ} 02' 30''$  West, along said South Line, a distance of 11.00 feet to the POINT OF BEGINNING.

The aforescribed Parcel contains 55.00 square feet more or less.



**St. Johns County Board of County Commissioners**

Utility Department

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**INTEROFFICE MEMORANDUM**

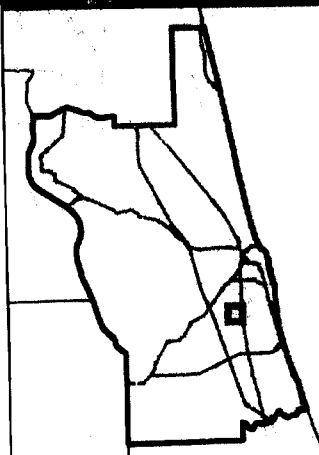
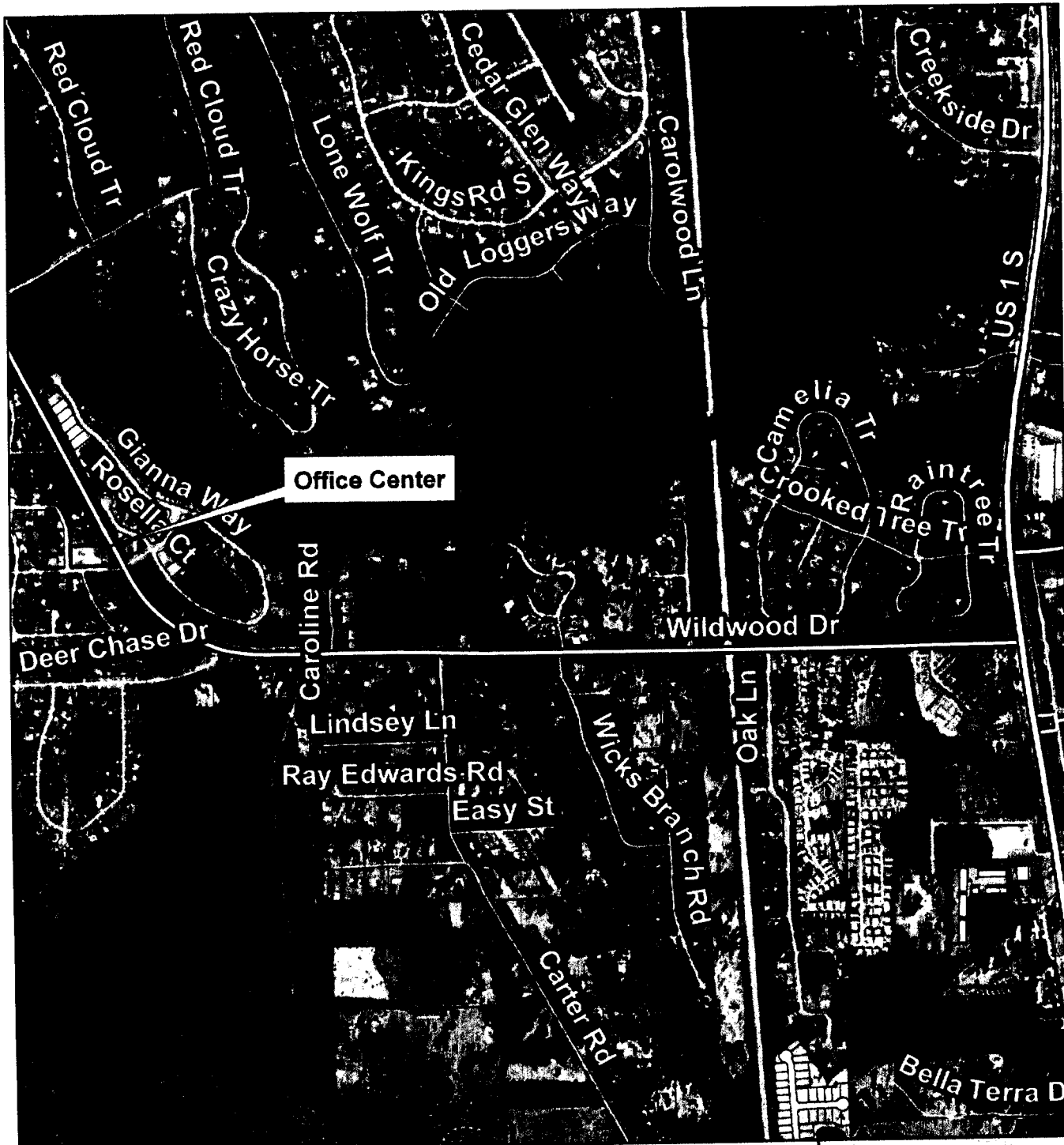
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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Wildwood Office Center  
DATE: July 18, 2011

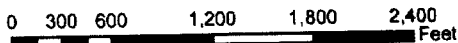
Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Wildwood Office Center.

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.



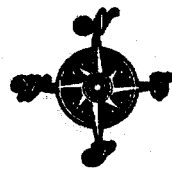
## Wildwood Office Center Easement for Utilities



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
July 27, 2011  
(904) 209-0788



**DISCLAIMER.**  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.