

RESOLUTION NO. 2011- 308

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SERVE THE BUSINESSES ALONG THE RIGHT-OF-WAY OF HORTON'S TRACE OFF INTERNATIONAL GOLF PARKWAY WEST OF I-95.

RECITALS

WHEREAS, Saint Johns Southeast Master Association, Inc., a Florida non profit corporation, 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 and sewer service to serve the businesses along Horton's Trace off International Golf Parkway west of I-95; 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 scrivener, 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 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 1st day of November, 2011.



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

By: J. Ken Bryan
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: Sam Hatterman
Deputy Clerk

RENDITION DATE 11/3/11

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23rd day of September, 2011 by SAINT JOHNS SOUTHEAST MASTER ASSOCIATION, Inc., a Florida non profit corporation, with an address of, c/o May Management Services, Inc., 5455 A1A South, St. Augustine FL 32080, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, 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, gravity sewer collection system & sewer force mains 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 and shown on the map attached hereto as Exhibit "B" (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 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.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - 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" and include a responsibility for maintenance of sewer service laterals. 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, and Grantee shall 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:

SAINT JOHNS SOUTHEAST MASTER
ASSOCIATION, INC.

Janette Cilliers
Witness

By: [Signature]
Its: [Signature]

Janette Cilliers
Print Name

Hope Tanner
Witness

Hope Tanner
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 23rd day of September, 2011, by Leed Silverfield who is personally known to me or has produced FL. DL. as identification.

Shirley R. Hunt
Notary Public

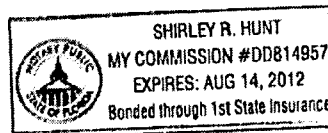


EXHIBIT "A"

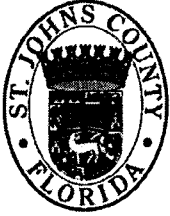
EASEMENT AREA

RIGHT OF WAY OF HORTON'S TRACE further described as:

A PART OF GOVERNMENT LOT 1, SECTION 14, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF PARCEL 5.1 AS RECORDED IN OFFICIAL RECORDS BOOK 1201, PAGE 50 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF CENTER PLACE WAY (ROAD EASEMENT PARCEL BY OFFICIAL RECORDS BOOK 1185, PAGE 1669, AS AMENDED BY OFFICIAL RECORDS BOOK 1261, PAGE 13 OF SAID PUBLIC RECORDS); THENCE SOUTH 00 DEGREES 27 MINUTES 49 SECONDS EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF CENTER PLACE WAY, A DISTANCE OF 173.17 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CURVE; CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, LEAVING SAID EASTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 43.18 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF SOUTH 49 DEGREES 56 MINUTES 54 SECONDS EAST, AND A CHORD DISTANCE OF 38.01 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.59 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 74 DEGREES 24 MINUTES 46 SECONDS EAST, AND A CHORD DISTANCE OF 37.52 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 203.59 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF SOUTH 85 DEGREES 49 MINUTES 08 SECONDS EAST, AND A CHORD DISTANCE OF 196.71 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 175.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 183.72 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF SOUTH 89 DEGREES 58 MINUTES 21 SECONDS EAST, AND A CHORD DISTANCE OF 175.40 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 202.65 FEET, SAID ARC BEING SUBTENDE BY A CHORD BEARING OF NORTH 85 DEGREES 45 MINUTES 13 SECONDS EAST, AND A CHORD DISTANCE OF 195.87 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 42.90 FEET, SAID ARC BEING

SUBTENDED BY A CHORD BEARING OF NORTH 62 DEGREES 23 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 37.83 FEET TO THE POINT ON THE WESTERLY RIGHT OF WAY LINE OF COMMERCE LAKE DRIVE (ROAD EASEMENT PARCEL BY OFFICIAL RECORDS BOOK 1185, PAGE 1669, AS AMENDED BY OFFICIAL RECORDS BOOK 1261, PAGE 13 OF SAID PUBLIC RECORDS, A RIGHT OF WAY OF VARYING WIDTH), SAID POINT LYING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 582.00 FEET, THENCE SOUTHWESTERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 104.89 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 18 DEGREES 24 MINUTES 18 SECONDS WEST, AND A CHORD DISTANCE OF 104.75 FEET TO THE POINT OF CUSP OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY, LEAVING SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 39.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 21 DEGREES 23 MINUTES 09 SECONDS WEST, AND A CHORD DISTANCE OF 35.32 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 175.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 164.04 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 86 DEGREES 48 MINUTES 22 SECONDS WEST, AND A CHORD DISTANCE OF 158.10 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 225.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 236.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 89 DEGREES 58 MINUTES 21 SECONDS WEST, AND A CHORD DISTANCE OF 225.51 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 175.00 FEET, THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 158.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 85 DEGREES 49 MINUTES 08 SECONDS WEST, AND A CHORD DISTANCE OF 153.00 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 225.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 63.09 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 76 DEGREES 17 MINUTES 30 SECONDS WEST, AND A CHORD DISTANCE OF 62.88 FEET TO THE POINT OF REVERSE CURVE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 42 DEGREES 57 MINUTES 18 SECONDS WEST, AND A CHORD DISTANCE OF 33.05 FEET TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF CENTER PLACE WAY, SAID POINT BEING THE POINT OF CUSP OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1030.00 FEET; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 36.84 FEET, SAID ARC

BEING SUBTENDED BY A CHORD BEARING OF NORTH 00 DEGREES 33 MINUTES 39 SECONDS EAST, AND A CHORD DISTANCE OF 36.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00 DEGREES 27 MINUTES 49 SECONDS WEST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 63.07 FEET TO THE POINT OF BEGINNING.



St. Johns County Board of County Commissioners

Utility Department

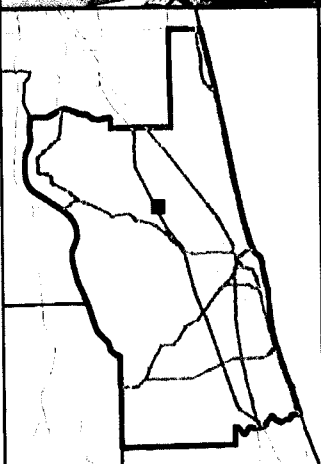
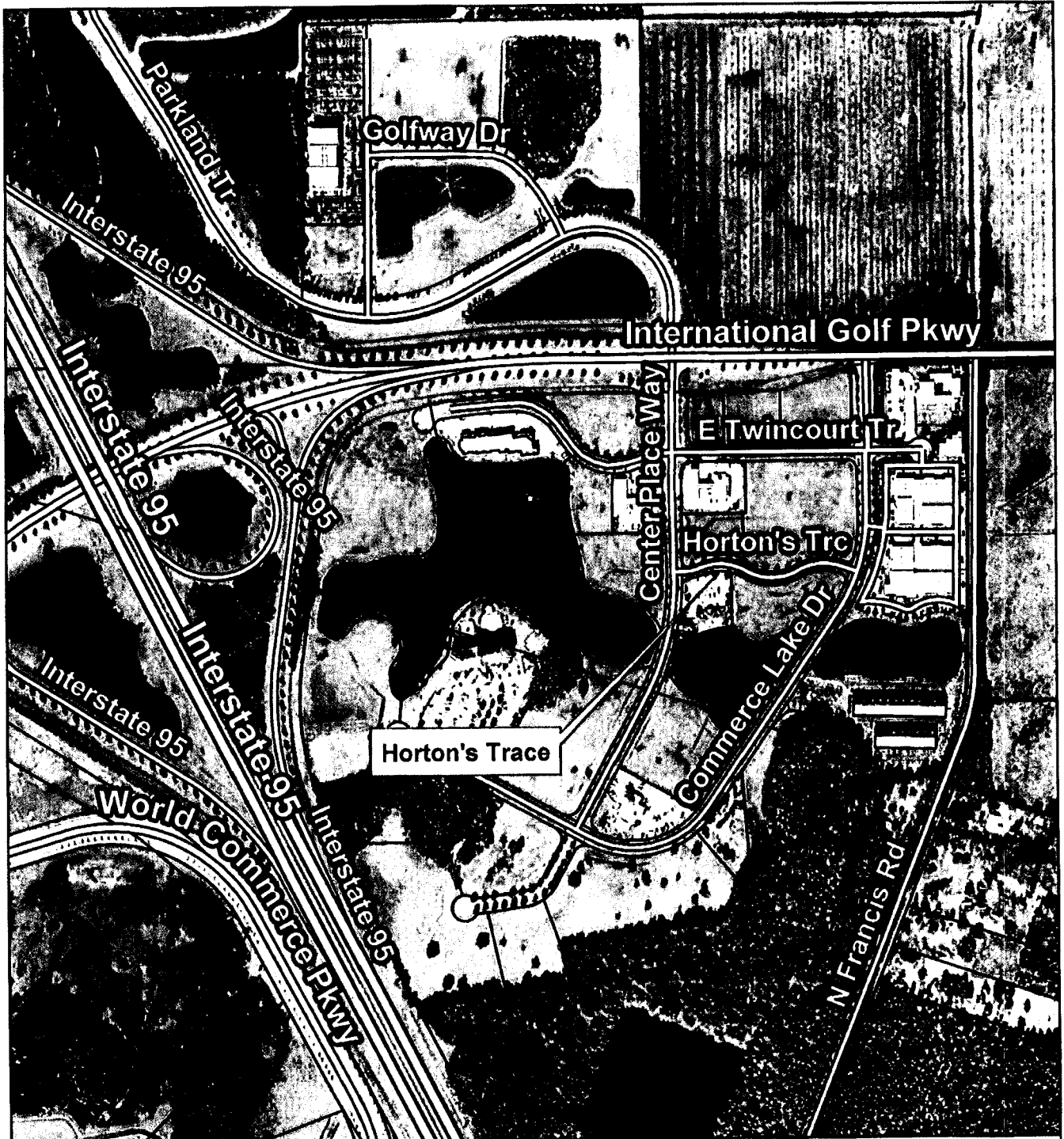
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Horton's Trace
DATE: September 28, 2011

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Horton's Trace.

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.



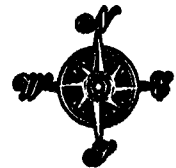
Horton's Trace Easement for Utilities

0 210 420 840 1,260 1,680
Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
October 4, 2011
(904) 209-0788



2008 Aerial Imagery

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