

RESOLUTION NO. 2011- 323

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR SEWER SERVICE FOR THE RESIDENTS AND BUSINESSES IN THE VICINITY OF CRESCENT BEACH PLAZA.

RECITALS

WHEREAS, Crescent Beach Plaza, 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 the lift station located behind Crescent Beach Plaza; 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, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens in that area; 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 above described Easement for Utilities attached and incorporated hereto, is hereby accepted.

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 15th day of November, 2011.

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

By: [Signature]
Chair

ATTEST: Cheyyl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 11/17/11



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2011 by **CRESCENT BEACH PLAZA, LLC**, a Florida limited liability company, with an address of 341 E. 149th Street, Bronx New York 10451-5601, 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 gravity sewer collection 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. 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 and above 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 below 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 all lift station components, sewer force mains and gravity sewer lines located within the Easement Area. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of gravity sewer lines and lift station components

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 insure 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:

CRESCENT BEACH PLAZA, LLC

Kate C. Ace
Witness

By: [Signature]
Its: MANAGING MEMBER

Print Name

[Signature]
Witness

James Haese
Print Name

State of NY
County of Westchester

The foregoing instrument was acknowledged before me this 28th day of September, 2011, by Ronald Rettner who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

RICHARD M. ROTH
Notary Public, State of New York
Qualified in New York County
No.31-4776134
Commission Expires 10/16/2014

EXHIBIT "A"

EASEMENT AREA

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 35, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA; SAID PARCEL OF LAND BEING MORE FULLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF LOT 29 GRACY'S CRESCENT BEACH UNIT-2 AS RECORDED IN MAP BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY FLORIDA; THENCE SOUTH 76°13' EAST A DISTANCE OF 258.34 FEET TO A POINT; THENCE NORTH 15°39' WEST A DISTANCE OF 32.25 FEET TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED AT OFFICIAL RECORDS BOOK 749, PAGE 1268 OF SAID PUBLIC RECORDS; THENCE CONTINUE NORTH 15°39' WEST A DISTANCE OF 260 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 15°39' WEST A DISTANCE OF 11.00 FEET TO THE SOUTHWEST CORNER OF PROPERTY CONVEYED AT OFFICIAL RECORDS BOOK 1264, PAGE 1811 OF SAID PUBLIC RECORDS; THENCE NORTH 74°18' EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, A DISTANCE OF 10.20 FEET; THENCE SOUTH 16°42' EAST A DISTANCE OF 11.00 FEET; THENCE SOUTH 74°18' WEST A DISTANCE OF 10.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 113 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A PERPETUAL EASEMENT OF INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 29, GRACY'S CRESCENT BEACH UNIT 2, RECORDED IN MAP BOOK 6, PAGE 10 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUN SOUTH 76 DEGREES 13 MINUTES EAST, 235.28 FEET ALONG THE NORTHERLY LINE OF GRACY'S CRESCENT BEACH, UNIT 2 TO A POINT OF BEGINNING; RUN THENCE NORTH 15 DEGREES 39 MINUTES TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD NO. 206; RUN THENCE NORTH 74 DEGREES 18 MINUTES EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 20 FEET; RUN THENCE SOUTH 15 DEGREES 39 MINUTES EAST TO THE NORTH LINE OF GRACY'S CRESCENT BEACH, UNIT 2; RUN THENCE NORTH 76 DEGREES 13 MINUTES WEST, 22.96 FEET TO A 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: Crescent Beach Plaza
DATE: October 10, 2011

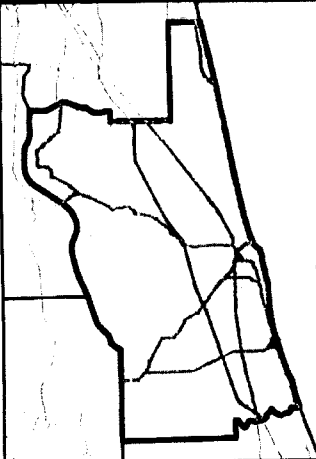
Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Crescent Beach Plaza.

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.

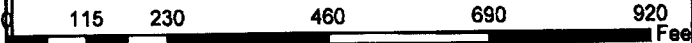
Your support and cooperation as always are greatly appreciated.



Crescent Beach Plaza



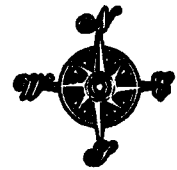
Crescent Beach Plaza Easement for Utilities



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
October 17, 2011
(904) 209-0788



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