

RESOLUTION NO. 2012- 119

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE THREE FINAL EASEMENTS FOR UTILITIES OF THE EIGHT NEEDED FOR WATER SERVICE TO SERVE THE MEDICAL OFFICES ALONG ST. JOHNS MEDICAL PARK DRIVE LOCATED OFF US #1 SOUTH.

RECITALS

WHEREAS, property owners along St. Johns Medical Park Drive have executed and presented to the County three Easements for Utilities, attached hereto as Exhibit "A-C," incorporated by reference and made a part hereof, for water service to serve the medical offices along St. Johns Medical Park Drive; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "D," 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 Easements 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 three original Easements for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17 day of April, 2012.

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

By: [Signature]
Mark P. Miner, Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk

RENDITION DATE 4/19/12

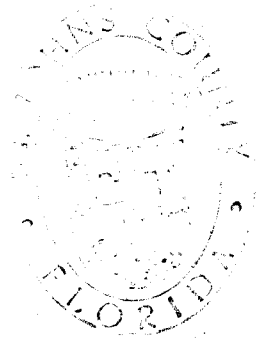


Exhibit "A" to Resolution

Prepared by:
St. Johns County Land Management Systems
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 12th day of February, 2011, by MARVIN WELLS, D.M.D, P.A., a Florida professional service corporation, with an address of 4225 Southpoint Parkway, Jacksonville Florida 32216, 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, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 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 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. **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.

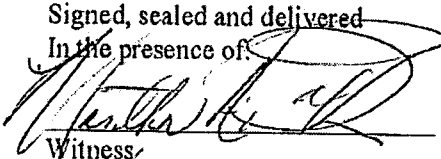
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, 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.

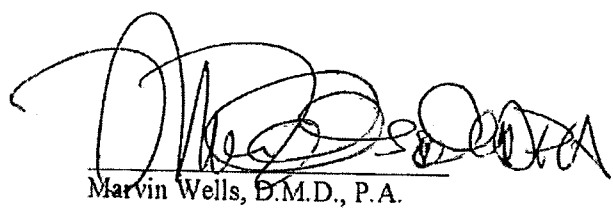
Signed, sealed and delivered
In the presence of:


Witness

Martha A. Bustb
Print Name

Karen Hart
Witness

Karen Hart
Print Name


Marvin Wells, D.M.D., P.A.

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 13th day of February, 2012, by Marvin Wells who is personally known to me or has produced personally known as identification.



PATRICIA S. WRIGHT
Notary Public, State of Florida
My Comm. Expires April 20, 2014
Notary Public License No. DD 974609

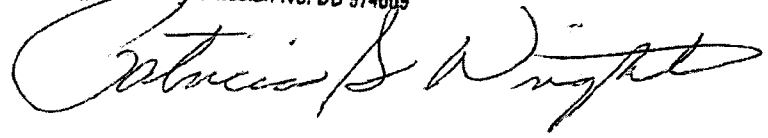


Exhibit "A" to Easement

The North twenty-five (25) feet of the below described parcel of land:

A parcel of land in Government Lot 3, Section 6, Township 8 South, Range 30 East, St. Johns County Florida, being more particularly described as follows:

Commencing at the intersection of the south line of said Government Lot 3 with the east right of way line of Road No. S-5A (Old Moultrie Road), said road being 66 feet in width; thence North 01 degree 22 minutes 00 seconds west, on said east right of way line, 132.00 feet; thence north 88 degrees 38 minutes 00 seconds east, 102.95 feet to the point of beginning at the southwest corner of the herein described parcel land; thence continuing North 88 degrees 38 minutes 00 seconds east, 103.47 feet; thence North 01 degree 13 minutes 40 seconds west, parallel with the west right of way line of US Highway No. 1, a distance of 225.00 feet to the centerline of a 50 foot width driveway; thence South 88 degrees 38 minutes 00 seconds west, on said centerline of driveway, 103.47 feet; thence South 01 degrees 13 minutes 40 seconds east 225.00 feet to the point of beginning.



Prepared by:
St. Johns County Land Management Systems
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 7th day of December, 2011, by **DAVID W. COWLING AND MELANIE H. COWLING, CO-TRUSTEES OF THE DAVID W. AND MELANIE H. COWLING REVOCABLE TRUST, U/A/D 3/17/00**, with an address of 15 Saint Johns Medical Park Drive, St. Augustine Florida 32086, 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, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 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

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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 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. 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, ~~the~~ 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.

shall be
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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:

Anne E. Eaton
Witness

ANNE E. EATON
Print Name

Stephanie R Hendricks
Witness

Stephanie R Hendricks
Print Name

DAVID W. AND MELANIE H. COWLING
REVOCABLE TRUST U/A/D 3/17/00

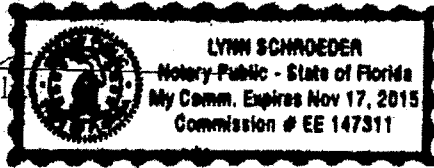
By: David W. Cowling
David W. Cowling, Co-Trustee

By: Melanie H. Cowling
Melanie H. Cowling, Co-Trustee

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 7th day of December, 2011, by David W. and Melanie H. Cowling, who are personally known to me or have produced Florida DL as identification.

Lynn Schroeder
Notary Public



Note # 3 changed from Grantee shall not
to Grantee shall be
responsible.

File

Exhibit "A" to Easement

The North twenty-five (25) feet of the below described parcel of land:

A parcel of land in Government Lot 3, Section 6, Township 8 South, Range 30 East, St. Johns County Florida, being more particularly described as follows:

Commencing at the intersection of the south line of said Government Lot 3 with the east right of way line of Road No. S-5A (Old Moultrie Road), said road being 66 feet in width; thence North 01 degree 22 minutes 00 seconds west, on said east right of way line, 132.00 feet; thence North 88 degrees 38 minutes 00 seconds east 309.89 to the point of beginning at the southwest corner of the herein described parcel of land; thence continuing North 88 degrees 38 seconds 00 seconds east, 103.47 feet; thence North 01 degrees 13 minutes 40 seconds west, parallel with the west right of way line of US Highway 1, a distance of 225.00 feet to the centerline of a 50 foot width driveway; thence South 88 degrees 38 minutes 00 seconds west, on said centerline of driveway, 103.47 feet; thence South 01 degrees 13 minutes 4 seconds east, 225.00 feet to the point of beginning.

Exhibit "C" to Resolution

Prepared by:
St. Johns County Land Management Systems
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13 day of December, 2011, by DONNA L. SCARPITTI, TRUSTEE OF THE DONNA L. SCARPITTI LIVING TRUST, with an address of 3809 Hickory Lane, St. Augustine Florida 32086, 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, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 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 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. 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:

DONNA L. SCARPITTI LIVING
TRUST

Barbara Larsen
Witness

By: Donna L. Scarpitti
Donna L. Scarpitti, Trustee *Trustee*

Barbara Larsen
Print Name

Susan Barzelona
Witness

Susan Barzelona
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 13 day of December, 2011, by Donna L. Scarpitti who is personally known to me or has produced _____ as identification.

Pamela S. Logan
Notary Public

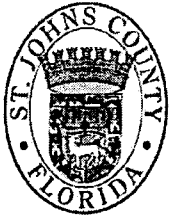


Exhibit "A" to Easement

The North twenty-five (25) feet of the below described parcel of land:

A parcel of land in Government Lot 3, Section 6, Township 8 South, Range 30 East, St. Johns County Florida, being more particularly described as follows:

Commencing at the intersection of the south line of said Government Lot 3 with the east right of way line of Road No. S-5A (Old Moultrie Road), said road being 66 feet in width; thence North 01 degree 22 minutes 00 seconds west, on said east right of way line, 132.00 feet; thence North 88 degrees 38 minutes 00 seconds east 206.42 feet to the **point of beginning** at the southwest corner of the herein described parcel of land; thence continuing North 88 degrees 38 seconds 00 seconds east, 103.47 feet; thence North 01 degrees 13 minutes 40 seconds west, parallel with the west right of way line of US Highway 1, a distance of 225.00 feet to the centerline of a 50 foot width driveway; thence South 88 degrees 38 minutes 00 seconds west, on said centerline of driveway, 103.47 feet; thence South 01 degrees 13 minutes 40 seconds east, 226.00 feet to the point of beginning.



St. Johns County Board of County Commissioners

Utility Department

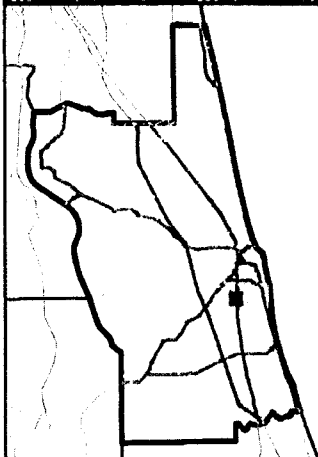
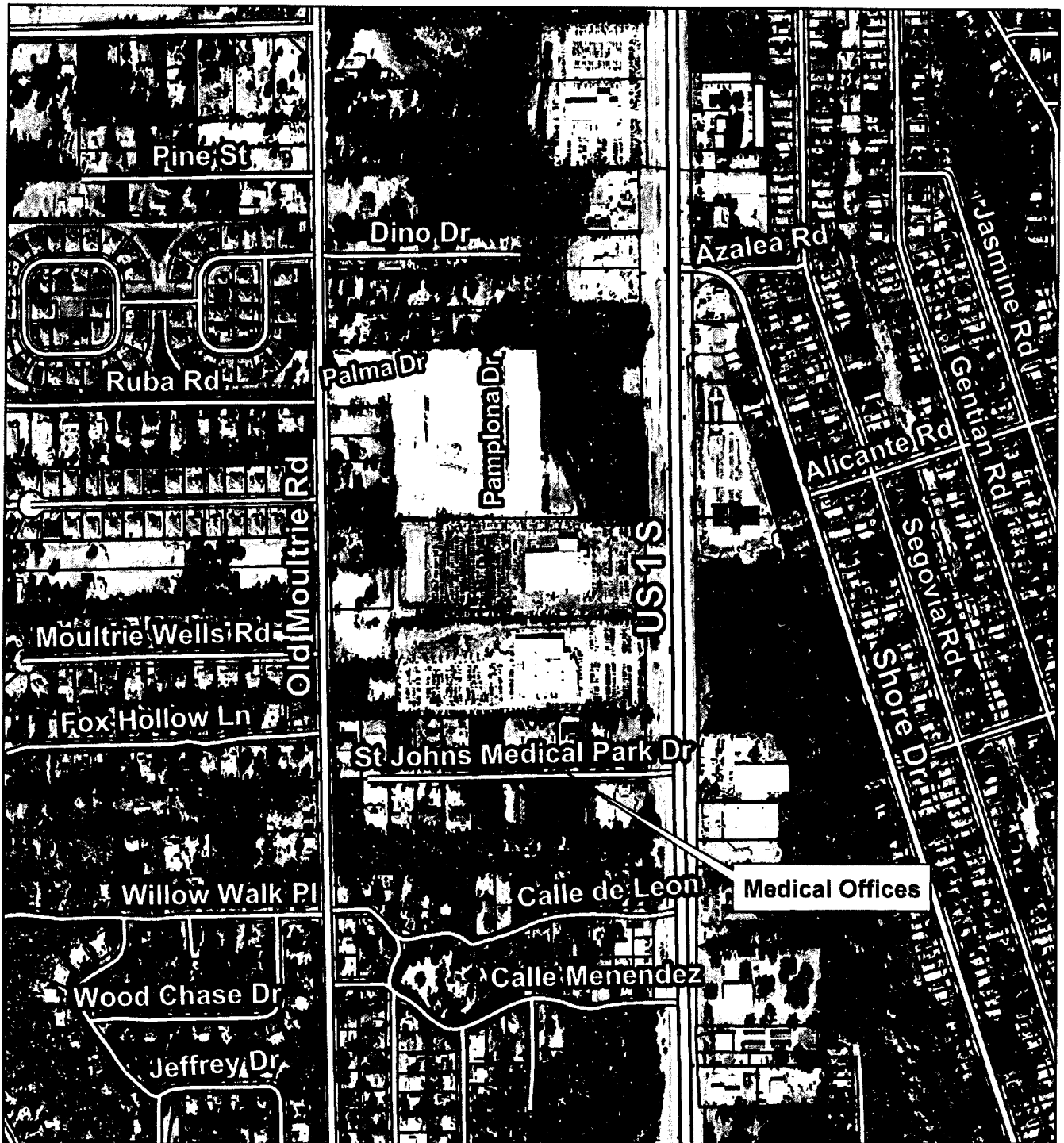
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: St. Johns Medical Park
DATE: March 23, 2012

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of St. Johns Medical Park.

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

Your support and cooperation as always are greatly appreciated.



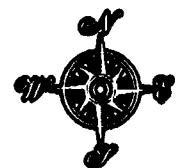
St. Johns Medical Park Easement for Utilities

0 210 420 840 1,260 1,680 Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
March 23, 2012
(904) 209-0788



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