

RESOLUTION NO. 2012- 48

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES FOR THE LIFT STATION AND UTILITY LINES ON THE MARSHVIEW EXECUTIVE PARK PROPERTY THAT SERVES THE RESIDENTS AND COMMERCIAL PROPERTIES WITHIN MARSHVIEW ESTATES SUBDIVISION.**

**RECITALS**

**WHEREAS**, two of the unit owners within Marshview Executive Park have executed and presented to the County Easements for Utilities, attached hereto as Exhibit "A" and "B," incorporated by reference and made a part hereof, for the lift station and utility lines on the Marshview Executive Park property that serves the residents and commercial properties within Marshview Estates Subdivision; and

**WHEREAS**, the dedication language of the plat of Marshview Estates requires all unit owners to execute an easement for maintenance of the lift station and utility lines; and

**WHEREAS**, to the extent that there are scribes, 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 two 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 original two Easements for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 21 day of February, 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** 2/23/12



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 13<sup>th</sup> day of September, 2011, by **THOMAS W. SCHEIRER, LYNN P. SCHEIRER, LASTRADA ITALIAN RESTAURANT, BOOKTOWN, INC., MARSHVIEW REALTY, LLC, ROBERT E. BOWKER III, JOHN C. PARR, BEVERLY I. PARR, TAMMY LAGASSE AND AVERY C. ROBERTS**, hereinafter called "Grantors" 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. Grantors 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, lift stations & 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 (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 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 Grantors, 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 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 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. (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'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) PUMP STATION & 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", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantors 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. Grantee shall also 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, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

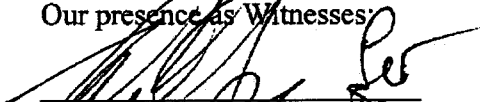
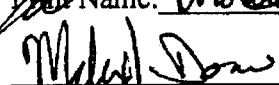
b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

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, "Grantors" 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.

Signed, sealed and delivered in  
Our presence as Witnesses:

  
Print Name: Thomas Dorn Jr  
  
Print Name: Melinda Dorn

MARSHVIEW REALTY, LLC

By:   
Its: Member

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2011, by Thomas Dorn who is personally known to me or has produced drivers license as identification.

Catherine S. Dodd-Nettles  
Notary Public



## EXHIBIT "A" TO EASEMENT

### PROPOSED LIFT STATION AND UTILITY EASEMENT

A PART OF LOT 41 MARSHVIEW ESTATES AS RECORDED IN MAP BOOK 15, PAGE 30 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID LOT 41, SAID POINT LYING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAND PIPER STREET, A CHORD BEARING OF NORTH 78°11'16" EAST AND A CHORD DISTANCE OF 18.93 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH 14°45'36" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 75°14'24" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 14°45'36" EAST A DISTANCE OF 9.81 FEET; THENCE SOUTH 85°59'24" EAST A DISTANCE OF 165.84 FEET; THENCE NORTH 74°33'43" EAST A DISTANCE OF 44.30 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A1A AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY, SAID POINT ALSO LYING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, A CHORD BEARING OF SOUTH 24°03'28" WEST AND A CHORD DISTANCE OF 12.96 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 74°33'43" WEST, DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 35.23 FEET; THENCE SOUTH 89°27'22" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAND PIPER STREET, A DISTANCE OF 10.63 FEET; THENCE NORTH 85°59'24" WEST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 155.95 FEET; THENCE SOUTH 14°45'36" EAST A DISTANCE OF 12.86 FEET TO A POINT ON AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF SAND PIPER STREET, SAID POINT ALSO BEING A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET; THENCE WESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A CHORD BEARING OF SOUTH 84°25'40" WEST AND A CHORD DISTANCE OF 20.26 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING. CONTAINING 2693 SQUARE FEET, MORE OR LESS.

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 28<sup>th</sup> day of September, 2011, by **THOMAS W. SCHEIRER, LYNN P. SCHEIRER, LASTRADA ITALIAN RESTAURANT, BOOKTOWN, INC., MARSHVIEW REALTY, LLC, ROBERT E. BOWKER III, JOHN C. PARR, BEVERLY I. PARR, TAMMY LAGASSE AND AVERY C. ROBERTS**, hereinafter called "Grantors" 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. Grantors 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, lift stations & 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 (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 Grantors have the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15 Page 30 of the public records of St. Johns County, Florida.

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 Grantors, 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 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 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. (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'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) **PUMP STATION & 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", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantors 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. Grantee shall also 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, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantors and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

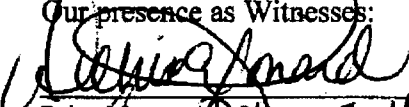
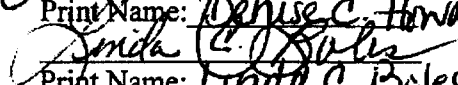
b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.


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, "Grantors" 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.

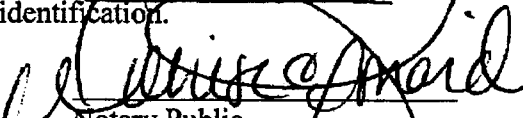
Signed, sealed and delivered in  
Our presence as Witnesses:

  
Print Name: Denise C. Howard  
  
Print Name: Linda C. Boles

  
Avery C. Roberts

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of  
September, 2011, by Avery C. Roberts, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

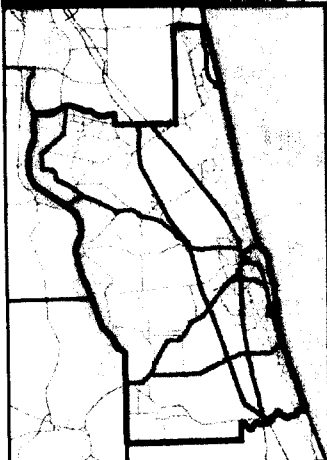
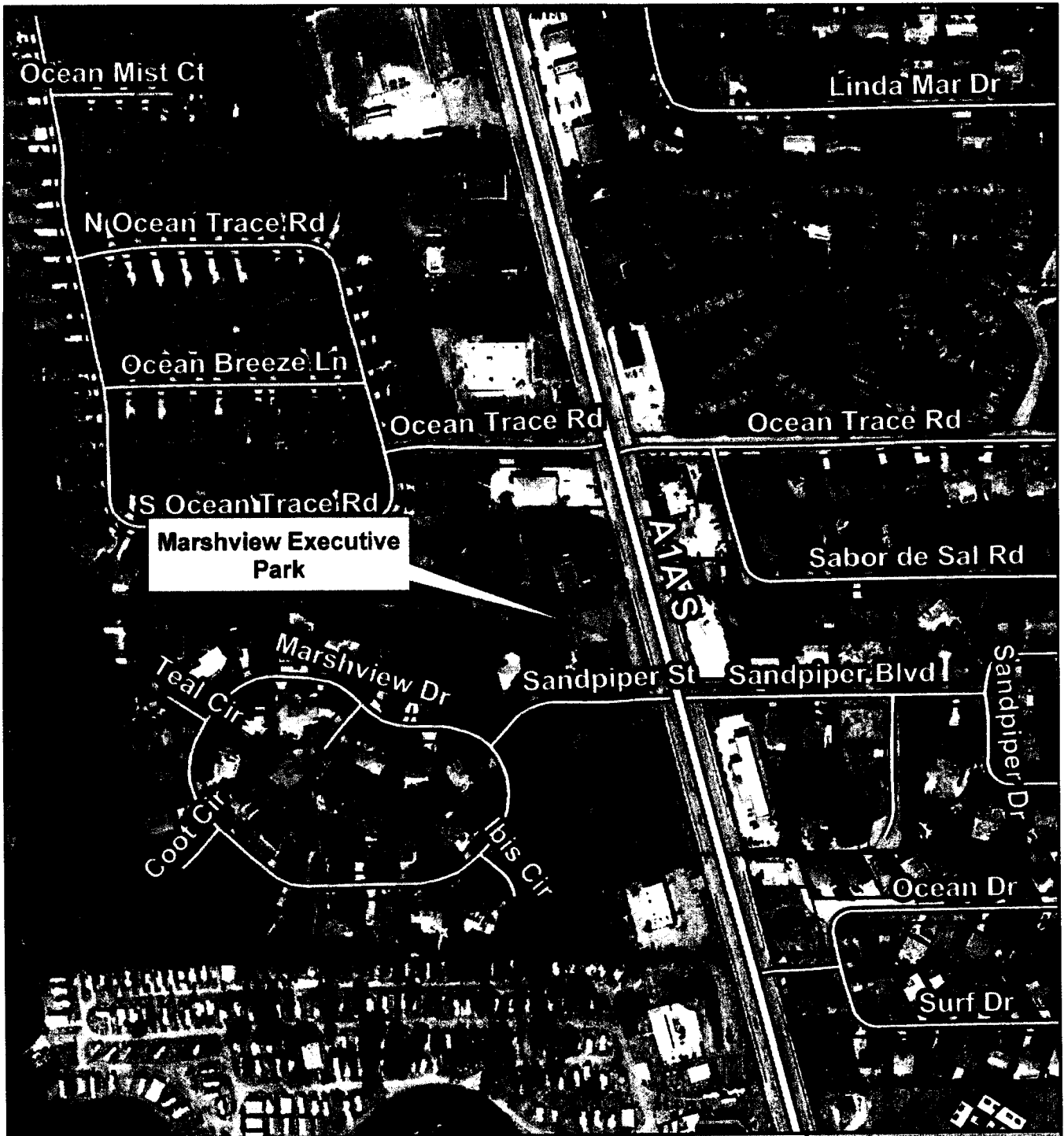
  
Notary Public



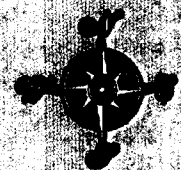
## EXHIBIT "A" TO EASEMENT

### PROPOSED LIFT STATION AND UTILITY EASEMENT

A PART OF LOT 41 MARSHVIEW ESTATES AS RECORDED IN MAP BOOK 15, PAGE 30 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID LOT 41, SAID POINT LYING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAND PIPER STREET, A CHORD BEARING OF NORTH 78°11'16" EAST AND A CHORD DISTANCE OF 18.93 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; THENCE NORTH 14°45'36" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 75°14'24" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 14°45'36" EAST A DISTANCE OF 9.81 FEET; THENCE SOUTH 85°59'24" EAST A DISTANCE OF 165.84 FEET; THENCE NORTH 74°33'43" EAST A DISTANCE OF 44.30 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A1A AS NOW ESTABLISHED AS A 100 FOOT RIGHT OF WAY, SAID POINT ALSO LYING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT OF WAY LINE, A CHORD BEARING OF SOUTH 24°03'28" WEST AND A CHORD DISTANCE OF 12.96 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 74°33'43" WEST, DEPARTING FROM SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 35.23 FEET; THENCE SOUTH 89°27'22" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF SAND PIPER STREET, A DISTANCE OF 10.63 FEET; THENCE NORTH 85°59'24" WEST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 155.95 FEET; THENCE SOUTH 14°45'36" EAST A DISTANCE OF 12.86 FEET TO A POINT ON AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF SAND PIPER STREET, SAID POINT ALSO BEING A POINT ON A CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET; THENCE WESTERLY, ALONG AND WITH THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE, A CHORD BEARING OF SOUTH 84°25'40" WEST AND A CHORD DISTANCE OF 20.26 FEET TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING. CONTAINING 2693 SQUARE FEET, MORE OR LESS.



## Marshview Estates Easements for Utilities



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
January 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.