

RESOLUTION NO. 2013- 192

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES FOR INSTALLATION OF A WATER MAIN ALONG STATE ROAD 16.

RECITALS

WHEREAS, two property owners have executed and presented to the County two Easements for Utilities for installation of a water main along State Road 16, attached hereto as Exhibit "A and B," incorporated by reference and made a part hereof. One of the property owners recorded the easement in error prior to being submitted to the County; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "C," incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept the Easements for the health and welfare of the citizens of St. Johns County.

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 hereto and incorporated herein are hereby accepted by the Board of County Commissioners.

Section 3. 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.

Section 4. The Clerk of the Circuit Court is instructed to file the original recorded Easement for Utilities and record the second Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3rd day of September, 2013.

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

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 9/9/13



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 17 day of June, 2013, by **SUNSHINE LAND HOLDINGS, LLC**, a Florida limited liability company, with an address of 10175 Fortune Parkway, Unit 1005, Jacksonville, Florida 32256, 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 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 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, it's 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 by Grantee 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. WATER SYSTEM - The Grantee at its sole cost and expense shall maintain in good working condition 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. 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 within the Easement area and on Grantor's adjacent property.

4. To the extent permitted by law, Grantee agrees to indemnify Grantor and its successors and/or assigns from any damage or injury to any party arising from Grantee's use of Easement area or the utility lines and associated equipment. Grantee agrees that it will not allow any liens to attach to the interest of Grantor its successors and/or assigns in the Property as a result of any action of Grantee. Moreover, the Grantee agrees to repair any damage to the freehold adjoining the Property to the extent damage thereto is caused by the exercise of the Grantee's rights and responsibilities under this Easement.

5. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

6. 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:

AMardini
Witness

Angela Mardini
Print Name

Melissa K Myers
Witness
Melissa K Myers
Print Name

SUNSHINE LAND HOLDINGS,
LLC

By: Helen Breeding
Its: Vice President

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 17th day of June, 2013, by Helen Breeding who is personally known to me or has produced _____ as identification.

AMardini
Notary Public



ANGELA MARDINI
Notary Public, State of Florida
My Comn. Expires Dec. 17, 2017
Commission No. EE 884487

EXHIBIT "A"

EASEMENT AREA

The North 15 feet of the below described parcel of land lying immediately south of and adjacent to the southerly right-of-way line of State Road 16 as now established as a 200 foot right-of-way.

A portion of Subsections 7 and 10, lying within Section 38, of the Antonio Huertas Grant, Township 6 South, Range 28 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the centerline of County Road No. 13-A (a 100 foot right of way as presently established) with the centerline of a baseline for State Road No. 16 (a 200 foot right of way as shown on the Florida Department of Transportation Right of Way Map, Section 78060-2522, dated November 16, 1998); thence South 19 degrees 30 minutes 15 seconds west, along said centerline of County Road No. 13-A, a distance of 71.23 feet to its intersection with the westerly prolongation of the southerly right of way line of said State Road No. 16; thence South 81 degrees 10 minutes 44 seconds east, along last said line, and along the southerly right of way line of said State Road 16, a distance of 3,945.36 feet to the POINT OF BEGINNING; thence continue south 81 degrees 10 minutes 44 seconds east, along last said line, 804.89 feet to the point of curvature of a curve concave southerly, having a radius of 17,118.80 feet; thence easterly along the arc of said curve southerly right of way line, a distance of 567.02 feet, said arc being subtended by a chord bearing and distance of south 80 degrees 13 minutes 48 seconds east, 566.99 feet to its intersection with the easterly line of said subsection 7, thence south 18 degrees 36 minutes 15 seconds west along last said line, 262.73 feet to the northeast corner of said subsection 10; thence continue south 18 degrees 36 minutes 15 seconds west, along the easterly line of said subsection 10, a distance of 2,968.27 feet to a point lying on a curve concave easterly, having a radius of 2,750.00 feet; thence northerly along the arc of said curve, a distance of 592.38 feet, said arc being subtended by a chord bearing and distance of north 10 degrees 41 minutes 38 seconds west, 591.24 feet to the point of tangency of said curve; thence north 04 degrees 31 minutes 22 seconds west, 2,709.28 feet to the POINT OF BEGINNING.

Prepared by and Return to:

Darby K. Scott, Esq.
Hopping Green & Sams, P.A.
P.O. Box 6526
Tallahassee, FL 32314

Public Records of
St. Johns County, FL
Clerk # 2013046456,
O.R. 3760 PG 1593-1597
07/12/2013 at 11:44 AM,
REC. \$21.00 SUR. \$23.00
Doc. D \$.70

PERPETUAL NON-EXCLUSIVE EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 9th day of July, 2013, by **TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190 of the Florida Statutes, with an address of 475 West Town Place, Suite 114, St. Augustine, Florida 32092, 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, Florida 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 perpetual non-exclusive permanent easement ("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 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. The location of the ingress and egress to the Easement Area has been mutually agreed upon by the Grantor and Grantee. The Easement is for water and 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, its 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, and upon the following conditions:

(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 unreasonably 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 reasonably 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. WATER SYSTEM - The Grantee, by its acceptance and occupation of the Easement, agrees that it 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 herein 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 restore all sod, landscaping, planting, pavement, irrigation or other surface and/or subsurface improvements which are removed, altered or disturbed in connection with installation, construction, repair, replacement or removal of utility lines or equipment to the condition existing prior to such installation, construction, repair, replacement or removal. To the extent permitted by law, however, and by its acceptance and occupation of the Easement, Grantee agrees that it shall be responsible for all damage to the Easement Area caused by Grantee's negligence, including but not limited to damage to

Grantor's improvements and any facilities of third-party utility providers. By its acceptance and occupation of the Easement, Grantee agrees that it shall defend and indemnify the Grantor against any and all loss, damage, or injury, including all judgments, liens, liabilities, claims, actions, suits, demands, debts and obligations by any person, corporation or other entity from or related to Grantee's negligent operations within the Easement Area or related to the Easement. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

4. This Easement shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

TURNBULL CREEK COMMUNITY
DEVELOPMENT DISTRICT

[Signature]
Witness

By: [Signature]
Its: Chairman

JEFF BRANCH
Print Name

[Signature]
Witness

Mark Easel
Print Name

State of Florida
County of ST. JOHNS

The foregoing instrument was acknowledged before me this 9th day of JULY, 2013, by Ralph DeFranzo, as Chairman of the Turnbull Creek Community Development District, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, on its behalf. He/She is (personally known) to me or has produced _____ as identification.

[Signature]
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
David B. deNagy
Commission # DD997877
Expires: JUNE 14, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

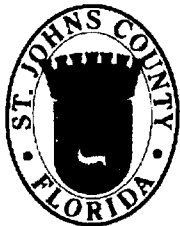
EXHIBIT "A"

EASEMENT AREA

The North 15 feet of Tract "I" (lying immediately south of and adjacent to the southerly right-of-way line of State Road 16 as now established as a 200 foot right-of-way) as shown on the plat of Murabella Unit Two as recorded in Map Book 54, Pages 56-69 of the public records of St. Johns County, Florida.

The North 15 feet of Tract "AA" and the North 15 feet of Tract "BB" (lying immediately south of and adjacent to the southerly right-of-way line of State Road 16 as now established as a 200 foot right-of-way) as shown on the plat of Murabella Unit Three as recorded in Map Book 57, Pages 94-109 of the public records of St. Johns County, Florida.

The North 15 feet of Tract "A" and the North 15 feet of Tract "E" (lying immediately south of and adjacent to the southerly right-of-way line of State Road 16 as now established as a 200 foot right-of-way) as shown on the plat of Murabella Unit Four as recorded in Map Book 58, Pages 93-98 of the public records of St. Johns County, Florida.



St. Johns County Board of County Commissioners

Utility Department

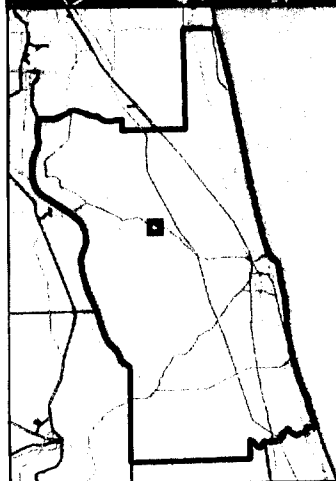
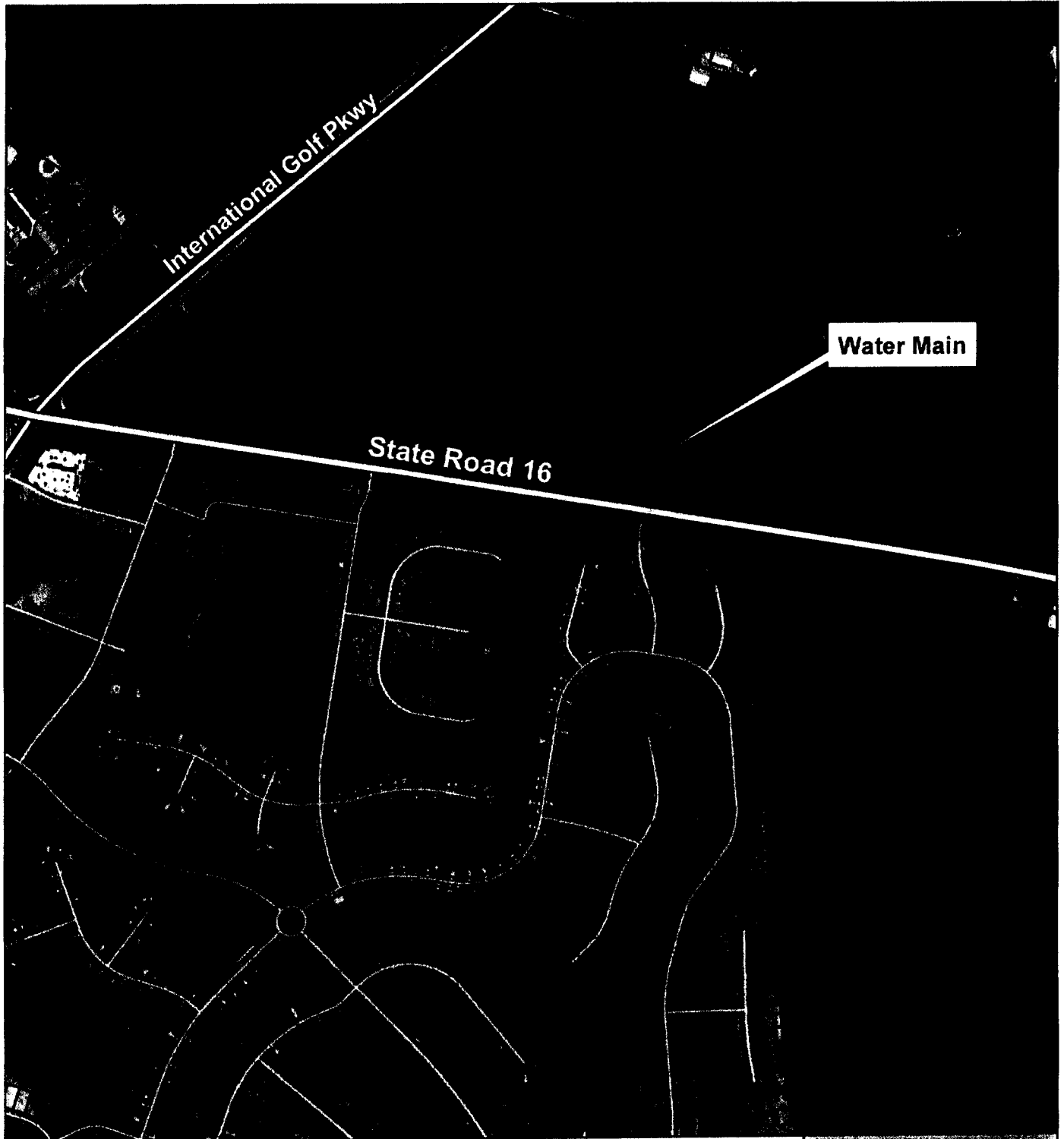
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: SR 16 Easements
DATE: January 31, 2011

Please present the Turnbull Creek Community Development District Easement along with the Sunshine Land Holdings, LLC Easement for SR 16 to the Board of County Commissioners (BCC) for final approval and acceptance.

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.



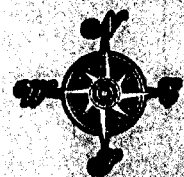
Easement for Utilities Water Main installation

0 260 520 1,040 1,560 2,080 Feet

St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
Date: July 31, 2013
(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.