

RESOLUTION NO. 2013- 92

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A TERMINATION AND NEW EASEMENT FOR UTILITIES FOR WATER SERVICE TO ST. AUGUSTINE YOUTH SERVICES LOCATED ON US#1 SOUTH NEAR STATE ROAD 206 AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE EASEMENT.

RECITALS

WHEREAS, St. Augustine Youth Services, Inc., a Florida non-profit corporation, has executed and presented a Termination and New Easement for Utilities to St. Johns County for water service to St. Augustine Youth Services, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, the corporation granted an easement to St. Johns County recorded in Official Records Book 3653 Page 327 of the public records of St. Johns County, Florida; and

WHEREAS, The Easement was recorded by the corporation in error prior to being submitted to the County and when staff reviewed the easement it was found that the Easement was the incorrect form of Easement acceptable to the County. The recorded easement must be terminated and a new easement granted; 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.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, 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 Termination of Easement and New Grant of Easement is hereby accepted by the Board of County Commissioners and the County Administrator, or designee, is hereby authorized to execute the Termination of Easement and New Easement for Utilities,

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 Court is instructed to record the original Termination and New Easement for Utilities in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7 day of May, 2013.

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

By: _____

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Sam Hatterman
Deputy Clerk

RENDITION DATE 5/9/13



TERMINATION AND NEW EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 17 day of January, 2013, by **ST. AUGUSTINE YOUTH SERVICES, INC.**, a Florida non-profit corporation, with an address of 50 Saragossa Street, St. Augustine Florida 32084, 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:

WHEREAS, St. Augustine Youth Services, Inc., a Florida non-profit corporation, granted an easement for water services, dated November 29, 2012, and recorded in Official Records Book 3653 Page 327-331 of the public records of St. Johns County, Florida (the "Original Easement"); and

WHEREAS, Grantor and Grantee have agreed to terminate the Original Easement due to the fact the Original Easement document was the incorrect form of easement and did not meet current requirements.

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 meters 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 is included in the legal description of 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 water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines within the boundary of the Grantor's property excluding the water meters.

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:

ST. AUGUSTINE YOUTH SERVICES,
INC., a Florida non-profit corporation

Pam Y
Witness

By: Schuyler Siefker
Its: Executive Director

Pam Young
Print Name

Renee Marcey
Witness

Renee Marcey
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 17 day of January, 2013, by Schuyler Siefker who is personally known to me or has produced _____ as identification.

Diane Rominger Hills
Notary Public



Signed, sealed and delivered
In the presence of:

ST. JOHNS COUNTY, FLORIDA

Witness

By: _____
Michael D. Wanchick
County Administrator

Print Name

Witness

Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by Michael D. Wanchick, County Administrator who is personally known to me.

Notary Public

Exhibit "A" to Easement

PARCEL NO. TEN (10), ACCORDING TO THE PLAT SHOWING THE PARTITION OF THE DUPONT ESTATE PROPERTY BETWEEN THE HEIRS, DATED OCTOBER 28, 1952, CERTIFIED BY J.W. SUMMERVILLE, REGISTERED SURVEYOR NO. 22 WHICH PROPERTY IS MORE PARTICULARLY DESCRIBED IN WARRANTY DEED WITH THE PLAT ATTACHED, SAID WARRANTY DEED BEING DATED NOVEMBER 1, 1952, AND RECORDED IN DEED BOOK 202, PAGE 184, ON FEBRUARY 21, 1953, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF FLORIDA FOR ROAD PURPOSES BY DEED AND RECORDED IN DEED BOOK 237, PAGE 157 OF SAID PUBLIC RECORDS.

ALSO LESS AND EXCEPT:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 1, SECTION 31, TOWNSHIP 8 SOUTH, RANGE 30 EAST; THENCE PROCEED SOUTH 89 DEGREES, 07 MINUTES, 24 SECONDS WEST A DISTANCE OF 280.54 FEET TO A POINT OF BEGINNING; THENCE PROCEED NORTH 61 DEGREES 04 MINUTES 38 SECONDS WEST, 124.69 FEET; THENCE SOUTH 89 DEGREES 07 MINUTES 24 SECONDS WEST 103.25 FEET; THENCE SOUTH 58 DEGREES 56 MINUTES 54 SECONDS WEST 123.29 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 24 SECONDS EAST 318.04 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

THAT PART OF PARCEL NUMBER 10, ACCORDING TO THE PLAT SHOWING THE PARTITION OF THE DUPONT ESTATE PROPERTY BETWEEN THE HEIRS, DATED OCTOBER 28, 1952, CERTIFIED BY J.W. SUMMERVILLE, REGISTERED SURVEYOR NUMBER 22, A COPY OF SAID PLAT BEING RECORDED IN DEED BOOK 202 PAGE 184 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PORTION OF LOT 10 BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID PARCEL NUMBER 10 WITH THE EAST RIGHT OF WAY OF US HIGHWAY NUMBER 1 (STATE ROAD NUMBER 5), A 200 FOOT WIDE RIGHT OF WAY; THENCE SOUTH 08 DEGREES 24 MINUTES 00 SECONDS EAST, ALONG SAID RIGHT OF WAY, 381.10 FEET; THENCE SOUTH 85 DEGREES 56 MINUTES 28 SECONDS EAST 109.41 FEET; THENCE NORTH 88 DEGREES 58 MINUTES 00 SECONDS EAST, 146.67 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 75.00 FEET; THENCE EASTERLY 0.28 FEET, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00 DEGREES 12 MINUTES 48 SECONDS; THENCE NORTH 08 DEGREES 24 MINUTES 00 SECONDS WEST 390.40 FEET TO THE NORTH LINE OF SAID PARCEL NUMBER 10; THENCE SOUTH 89 DEGREES 04 MINUTES 42 SECONDS WEST, ALONG SAID NORTH LINE, 254.73 FEET TO THE POINT OF BEGINNING.



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: St. Augustine Youth Services
DATE: March 21, 2013

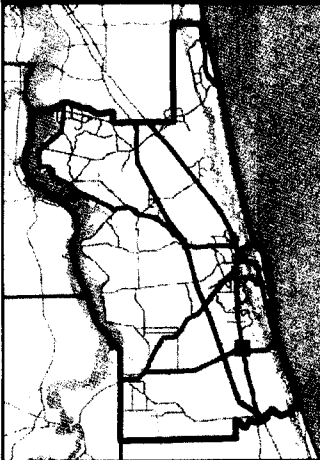
Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of St. Augustine Youth Services.

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.



St. Augustine Youth Services



St. Aug Youth Services Easement for Utilities



St. Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared:
April 3, 2013
(904) 209-0788

