

RESOLUTION NO. 2014- 131

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO ALLOW INSTALLATION OF A REUSE WATER MAIN ALONG INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, Ring Center, 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 installation of a reuse water main along International Golf Parkway; and

WHEREAS, this is the first of three property owners along International Golf parkway that have submitted the easement needed for this project; and

WHEREAS, St. Johns County Utility Department has 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, 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 Board of County Commissioners hereby accepts the above described Easement for Utilities attached and incorporated hereto.

Section 3. 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.

Section 4. 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 20th day of May, 2014.

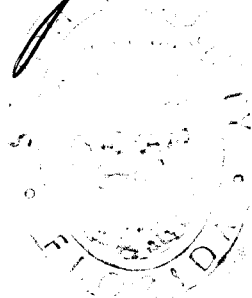
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 5/22/14



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18th day of March, 2014 by **RING CENTER, LLC**, a Florida limited liability company, with an address of 500 World Commerce Parkway, St. Augustine, FL 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 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 reuse water line and all other equipment and appurtenances as may be necessary or convenient for the operation of the reuse 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. This easement is for reuse 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 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. REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse 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:

RING CENTER, LLC

Pamela M. LeCates
Witness

By: Randall L. Ringhaver
Its: MEMBER/MANAGER

Pamela M. LeCates
Print Name

Sean Glick
Witness

Sean Glick
Print Name

State of Florida
County of ST. JOHN'S

The foregoing instrument was acknowledged before me this 18th day of
MARCH, 2014 by RANDALL L. RINGHAVER
who is personally known to me or has produced ✓ as
identification.

Susan S. Richardson
Notary Public



EXHIBIT "A" TO EASEMENT

EASEMENT AREA

A PART OF GOVERNMENT LOT 1, ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF TRACT 10, TOWNSHIP 6 SOUTH, RANGE 28 EAST; THENCE SOUTH 72°07'40" EAST ALONG THE DIVISION BETWEEN GOVERNMENT LOT 2 AND GOVERNMENT LOT 7, A DISTANCE OF 371.01 FEET TO A POINT LYING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE NORTH 50°37'11" EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5313.68 FEET TO A BEND POINT IN SAID RIGHT-OF-WAY LINE; THENCE NORTH 44°32'18" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 986.09 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°32'18" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 854.30 FEET; THENCE NORTH 60°29'01" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 36.40 FEET; THENCE SOUTH 44°32'18" WEST, A DISTANCE OF 884.04 FEET; THENCE NORTH 73°11'14" WEST, A DISTANCE OF 11.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.20 ACRES (8,692 SQUARE FEET) MORE OR LESS.



St. Johns County Board of County Commissioners

Utility Department

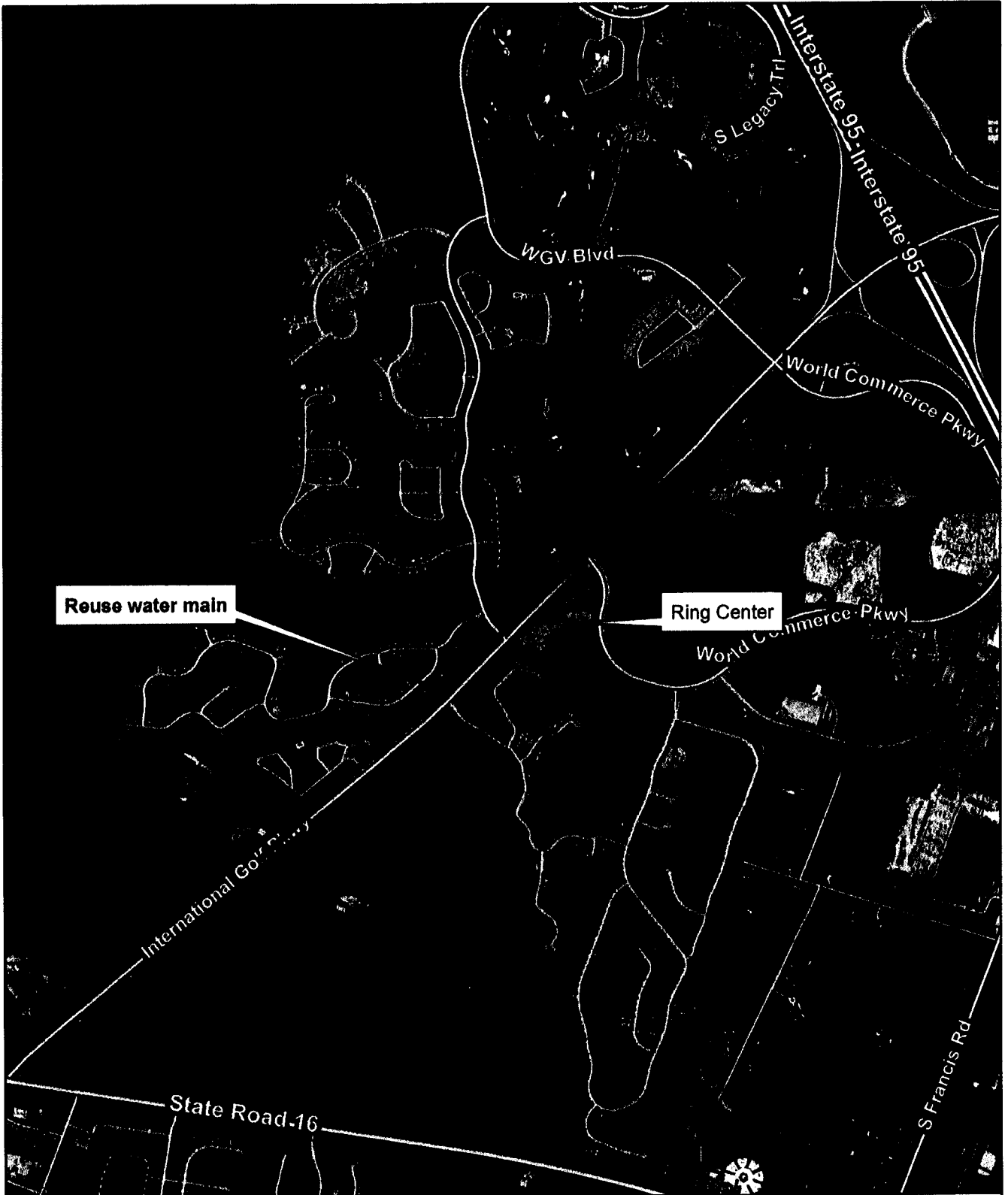
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: James Overton, Engineer - Utility Capital Improvements
SUBJECT: Ring Center Easement
DATE: April 1, 2014

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of the easement signed by Ring Center.

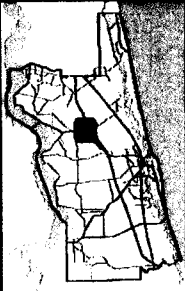
After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and a copy of the recorded Easement for our files.

Your support and cooperation as always are greatly appreciated.



Reuse water main

Ring Center



2013 Aerial Imagery
 0.000
 Feet
 April 1, 2014

Reuse Water Main International Golf Parkway

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762

Disclaimer:
 This map is for reference use only.
 Data provided are derived from multiple
 sources with varying levels of accuracy.
 The St. Johns County Real Estate
 Division disclaims all responsibility
 for the accuracy or completeness
 of the data shown hereon.

