

RESOLUTION NO. 2014- 281

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES FOR WATER SERVICE TO SERVE THE CITIZENS ALONG ADAMS ACRES ROAD OFF COUNTY ROAD 214.**

**RECITALS**

**WHEREAS**, two property owners have executed and presented to the County two Easements for Utilities, attached hereto as Exhibit "A and B," incorporated by reference and made a part hereof, for water service to serve the citizens along Adams Acres Road; 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.

**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.

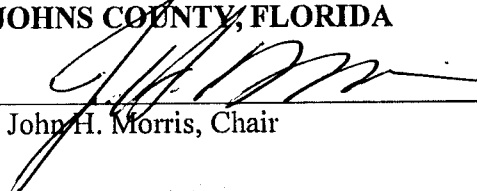
Section 2. The above described Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

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.

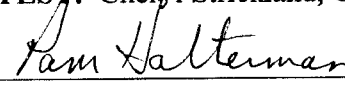
Section 4. The Clerk of the Circuit Court is instructed to record the Easement for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of October, 2014.

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

By:   
John H. Morris, Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 10/23/14

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 08 day of September 2014, by **DIANNA S. HINMAN**, with an address of 1800 Adams Acres Road, 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:**

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:

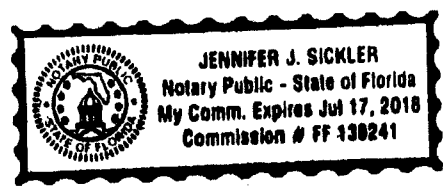
Linda Froehlich  
Witness

Dianna S. Hinman  
Dianna S. Hinman

Linda Froehlich  
Print Name

Mary Lou Bumford  
Witness

MARY LOU BUMFORD  
Print Name



State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 9 day of September, 2014, by Dianna S. Hinman, who is personally known to me or has produced \_\_\_\_\_ as identification.

Jennifer J. Sickler  
Notary Public

Exhibit "A" to Easement

A PARCEL OF LAND IN SECTION 54, BEING THE MARY FONTANE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 54, RUN SOUTH 73 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 54, FOR A DISTANCE OF 3015.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH 73 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 54, FOR A DISTANCE OF 6.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING DRIVEWAY (GRADE); THENCE CONTINUE SOUTH 73 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 54, A DISTANCE OF 6.01 FEET TO A POINT; THENCE RUN NORTH 20 DEGREES 05 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 745.30 FEET TO A POINT (THE LAST MENTIONED COURSE BEING A LINE THAT IS 6 FEET SOUTHWESTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES FROM, THE CENTERLINE OF SAID EXISTING DRIVEWAY); THENCE RUN NORTH 69 DEGREES 25 MINUTES 30 SECONDS EAST A DISTANCE OF 12.03 FEET; THENCE RUN SOUTH 20 DEGREES 05 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 746.24 FEET TO THE POINT OF BEGINNING.

Exhibit "B" 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 9<sup>th</sup> day of September, 2014, by **ROY H. HINMAN, II AND QUARTER CAV, LLC**, a Florida limited liability company, with an address of 100 Arricola Avenue, St. Augustine Florida 32080, 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:

QUARTER CAV, LLC

Dana Hinton  
Witness

By: [Signature]  
Roy H. Hinman II

Dana Hinton  
Print Name

[Signature]  
Roy H. Hinman, individually

Laura Villaverde  
Witness

Laura Villaverde  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2014, by Roy H. Hinman, II, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

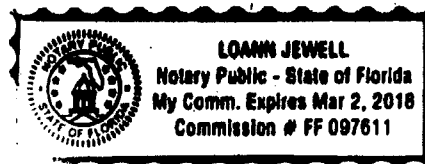


Exhibit "A" to Easement

PARCEL ONE:

A STRIP OF LAND 12 FEET WIDE, LYING IN SECTION 55, TOWNSHIP 7 SOUTH, RANGE 29 EAST (THE E.R. GIBSON GRANT), ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SAID SECTION 55, RUN NORTH 72 DEGREES 05 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 55, A DISTANCE OF 323.49 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 72 DEGREES 05 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 55, A DISTANCE OF 12.01 FEET TO A POINT; THENCE RUN SOUTH 20 DEGREES 02 MINUTES 10 SECONDS EAST, FOR A DISTANCE OF 287.25 FEET MORE OR LESS, TO A POINT OF INTERSECTION WITH THE CENTER LINE OF COUNTY ROAD NO. 214, THENCE RUN SOUTH 69 DEGREES 57 MINUTES 50 SECONDS WEST, MORE OF LESS, ALONG THE CENTERLINE OF COUNTY ROAD NO. 214, FOR A DISTANCE OF 12.00 FEET TO A POINT; THENCE RUN NORTH 20 DEGREES 02 MINUTES 10 SECONDS WEST, FOR A DISTANCE OF 287.69 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPT THE RIGHT-OF-WAY FOR COUNTY ROAD NO. 214.

(SAME LANDS DESCRIBED AS PARCEL "D" IN OFFICIAL RECORDS BOOK 380 PAGE 323 OF SAID PUBLIC RECORDS)

PARCEL TWO:

A STRIP OF LAND TEN FEET WIDE LYING IMMEDIATELY EAST AND WEST OF AND ADJACENT TO THE BELOW DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND IN SECTION 54, BEING THE MARY FONTANE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 54, RUN SOUTH 73 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 54, FOR A DISTANCE OF 3015.22 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH 73 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 54, FOR A DISTANCE OF 6.01 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF AN EXISTING DRIVEWAY (GRADE); THENCE CONTINUE SOUTH 73 DEGREES 55 MINUTES 30 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID SECTION 54, A DISTANCE OF 6.01 FEET TO A POINT; THENCE RUN NORTH 20 DEGREES 05 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 745.30 FEET TO A POINT (THE LAST MENTIONED COURSE BEING A LINE THAT IS 6 FEET SOUTHWESTERLY OF AND PARALLEL WITH, AS

MEASURED AT RIGHT ANGLES FROM, THE CENTERLINE OF SAID EXISTING DRIVEWAY); THENCE RUN NORTH 69 DEGREES 25 MINUTES 30 SECONDS EAST A DISTANCE OF 12.03 FEET; THENCE RUN SOUTH 20 DEGREES 05 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 746.24 FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

A STRIP OF LAND TWELVE FEET WIDE, LYING IN GOVERNMENT LOTS ONE AND THREE, SECTION 28, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 55, TOWNSHIP 7 SOUTH, RANGE 29 EAST (THE E.R. GIBSON GRANT), RUN NORTH 72 DEGREES 05 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 55 FOR A DISTANCE OF 323.49 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 72 DEGREES 05 MINUTES 10 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 55, A DISTANCE OF 12.01 FEET TO A POINT; THENCE RUN NORTH 20 DEGREES 02 MINUTES 10 SECONDS WEST, FOR A DISTANCE OF 1614.96 FEET TO A POINT, THENCE RUN NORTH 0 DEGREES 25 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 50.28 FEET TO A POINT; THENCE RUN SOUTH 81 DEGREES 08 MINUTES 44 SECONDS WEST, FOR A DISTANCE OF 12.13 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID GOVERNMENT LOT ONE; THENCE RUN SOUTH 0 DEGREES 25 MINUTES 27 SECONDS EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT ONE FOR A DISTANCE OF 50.57 FEET TO A POINT; THENCE RUN SOUTH 20 DEGREES 02 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 1616.59 FEET TO THE POINT OF BEGINNING.

(SAME LANDS DESCRIBED AS PARCEL "A" OF OFFICIAL RECORDS BOOK 380 PAGE 323 OF SAID PUBLIC RECORDS.



## St. Johns County Board of County Commissioners

Utility Department

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### INTEROFFICE MEMORANDUM

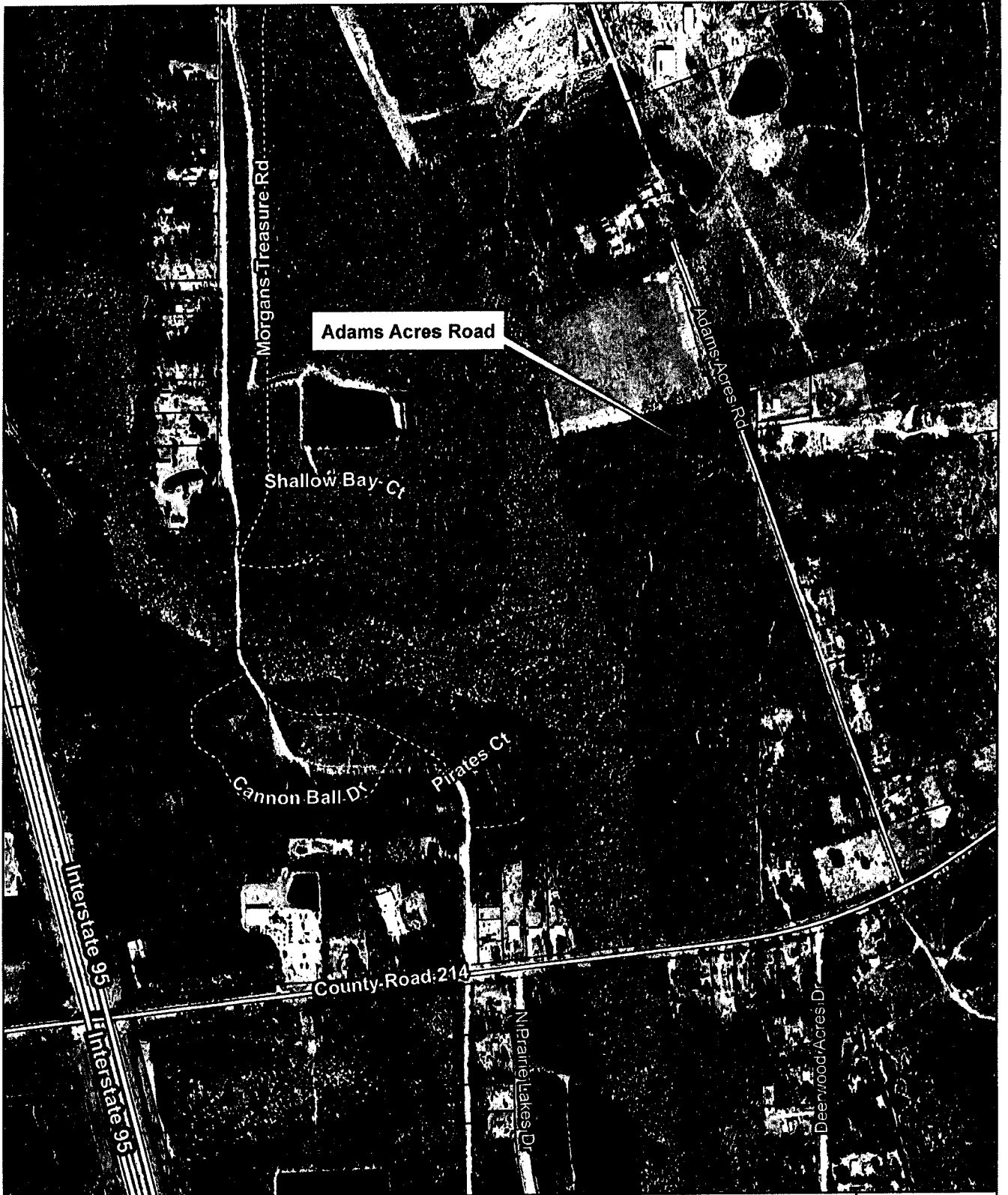
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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Adams Acres Road  
DATE: September 11, 2014

Please present the Easements to the Board of County Commissioners (BCC) for final approval and acceptance of Adams Acres Road.

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

Your support and cooperation as always are greatly appreciated.



Adams Acres Road

Morgan's Treasure Rd

Adams Acres Rd

Shallow Bay Ct

Cannon Ball Dr

Pirates Ct

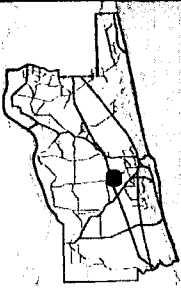
County Road 214

N. Prairie Lakes Dr

Deerwood Acres Dr

Interstate 95

Interstate 95



2013 Aerial Imagery  
 0 100200  
 Feet  
 September 16, 2014

# Adams Acres Road Utility Easements

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.

