

RESOLUTION NO. 2015- 116

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

RECITALS

WHEREAS, World Commerce Center, LLP, a Florida limited liability partnership, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A" and a Temporary Construction Easement, attached hereto as Exhibit "B," incorporated by reference and made a part hereof, for installation of a reuse water main along International Golf Parkway; and

WHEREAS, this is the final easement needed from the 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 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 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, 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 original Easement for Utilities and Temporary Construction Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5th day of May, 2015.

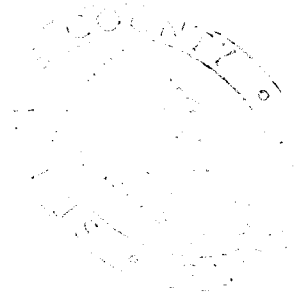
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 5/7/15



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23 day of March, 2015 by **WORLD COMMERCE CENTER, LLP**, a Florida limited liability partnership, with an address of 13901 Sutton Park Dr., South, Suite 105, Jacksonville FL 32224, 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 described on Exhibit "B" attached hereto, 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.

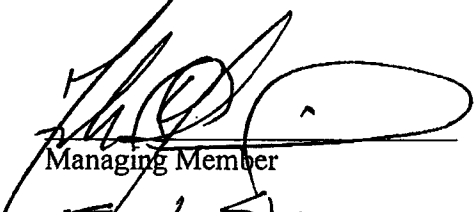
6. Enforcement: Attorney's Fees: In the event of any default under this Agreement, the benefited party or parties not in default shall be entitled to any and all remedies available at law or in equity, including but not limited to an injunction or

specific performance. Any party which prevails in any such litigation to enforce the provisions hereof shall recover as part of his costs a reasonable attorney's fee, together with such other costs and expenses as the court deems appropriate.

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:

WORLD COMMERCE CENTER, LLP
a Florida limited liability partnership



Managing Member
Frank Steineman
Print Name

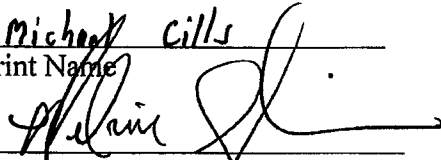
By: Steinemann Wolfe, LLC, a
Florida limited liability company
By: Its General Partner
Frank C. Steinemann, Jr., Its
Managing Member

M. L. L.

Witness

Michael Cills

Print Name



Witness

Melanie Steineman

Print Name

State of Florida
County of FL

The foregoing instrument was acknowledged before me this 23 day of March, 2015 by Frank Steineman & Michael Cills who is personally known to me or has produced _____ as identification.



Notary Public



EXHIBIT "A" TO EASEMENT

EASEMENT AREA

PARCEL 1

A PART OF GOVERNMENT LOT 7, 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 SAID 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 2986.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50° 37' 11" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH 39° 22' 49" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.52 FEET; THENCE NORTH 46° 21' 43" EAST, A DISTANCE OF 141.75 FEET; THENCE NORTH 50° 37' 11" EAST, A DISTANCE OF 1045.23 FEET; THENCE SOUTH 70° 49' 40" EAST, A DISTANCE OF 17.58 FEET; THENCE SOUTH 50° 37' 11" WEST, A DISTANCE OF 1053.84 FEET; THENCE SOUTH 46° 17' 40" WEST, A DISTANCE OF 157.36 FEET, THENCE NORTH 39° 22' 49" WEST, A DISTANCE OF 36.87 TO THE POINT OF BEGINNING.

CONTAINING 0.42 ACRES (18,430 SQUARE FEET) MORE OR LESS.

PARCEL 2

A PART OF GOVERNMENT LOT 7, 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 SAID 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 4181.93 FEET; THENCE SOUTH 70° 49' 40" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 50° 37' 11" EAST, A DISTANCE OF 1123.65 FEET; THENCE SOUTH 28° 09' 15" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 15.29 FEET;

THENCE SOUTH 50° 37' 11" WEST, A DISTANCE OF 1111.50 FEET; THENCE NORTH 70° 49' 40" WEST, A DISTANCE OF 17.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.38 ACRES (16,763 SQUARE FEET) MORE OR LESS.

PARCEL 3

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 SAID 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 2410.97 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44° 32' 18" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2487.11 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF FRANCIS ROAD (A RIGHT-OF-WAY OF VARYING WIDTH); THENCE SOUTH 45° 27' 42" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 44° 32' 18" WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2504.85 FEET; THENCE NORTH 15° 08' 09" EAST, A DISTANCE OF 20.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.57 ACRES (24,960 FEET) MORE OR LESS.

Exhibit "B" to Easement

ACCESS AREA

PARCEL 1

A PART OF GOVERNMENT LOT 7, 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 LINE BETWEEN GOVERNMENT LOT 2 AND SAID 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 3001.46 FEET TO THE POINT OF BEGINNING: THENCE NORTH 50° 37' 11" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1180.47 FEET; THENCE SOUTH 70° 49' 40" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 11.72 FEET; THENCE SOUTH 50° 37' 11" WEST, A DISTANCE OF 1045.23 FEET; THENCE SOUTH 46° 21' 43" WEST, A DISTANCE OF 141.75 FEET; THENCE NORTH 39° 22' 49" WEST, A DISTANCE OF 20.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.29 ACRES (12,580 SQUARE FEET) MORE OR LESS.

PARCEL 2

A PART OF GOVERNMENT LOT 7, 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 LINE BETWEEN GOVERNMENT LOT 2 AND SAID 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 4181.93 FEET TO THE POINT OF BEGINNING: THENCE NORTH 50° 37' 11" EAST CONTINUING ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 1131.75 FEET; THENCE SOUTH 28° 09' 15" EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY, A DISTANCE OF 10.19 FEET; THENCE SOUTH 50° 37' 11" WEST, A DISTANCE OF 1123.65 FEET; THENCE NORTH 70° 49' 40" WEST, A DISTANCE OF 11.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.26 ACRES (11,278 SQUARE FEET) MORE OF LESS.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 23 day of March, 2015, by and between WORLD COMMERCE CENTER, LLP, a Florida limited liability partnership, whose address is 13901 Sutton Park Dr., Suite 105, Jacksonville, Florida 32224, grantor and ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, grantee.

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a Temporary Construction Easement to enter upon and use the grantor's property as described below for such purposes as installation of a reclaimed water main and force main and other uses as is reasonably necessary to enable the grantee to complete the Utility Project. This Easement is over the land in St. Johns County, Florida, described as follows:

"LEGAL DESCRIPTION ATTACHED AS EXHIBIT A"

It is understood and agreed by the parties hereto that the rights granted herein shall terminate the earlier of September 30, 2016 or one year from the date construction begins. Upon completion of the project the grantee shall return the property to its original state.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in Our presence as Witnesses:

GRANTOR: WORLD COMMERCE CENTER, LLP A Florida limited liability partnership

Print Name: Michael Cills

Print Name: Melanie Steineman

By: Steinemann Wolfe, LLC, a Florida limited liability company Its General Partner

By: Frank C Steineman, Jr. Its Managing Member

STATE OF FLORIDA COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23 day of March, 2015, by Michael Cills, who is personally known to me or has produced Frank Steineman as identification.

Notary Public My commission expires: Sep 2017



Exhibit "A" to Easement

A twenty-five foot strip south of and immediately adjacent to the below described parcel of land:

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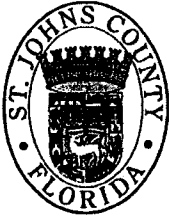
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St. Johns County Board of County Commissioners

Utility Department

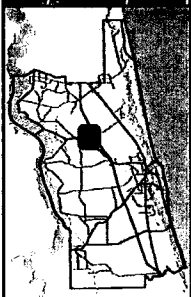
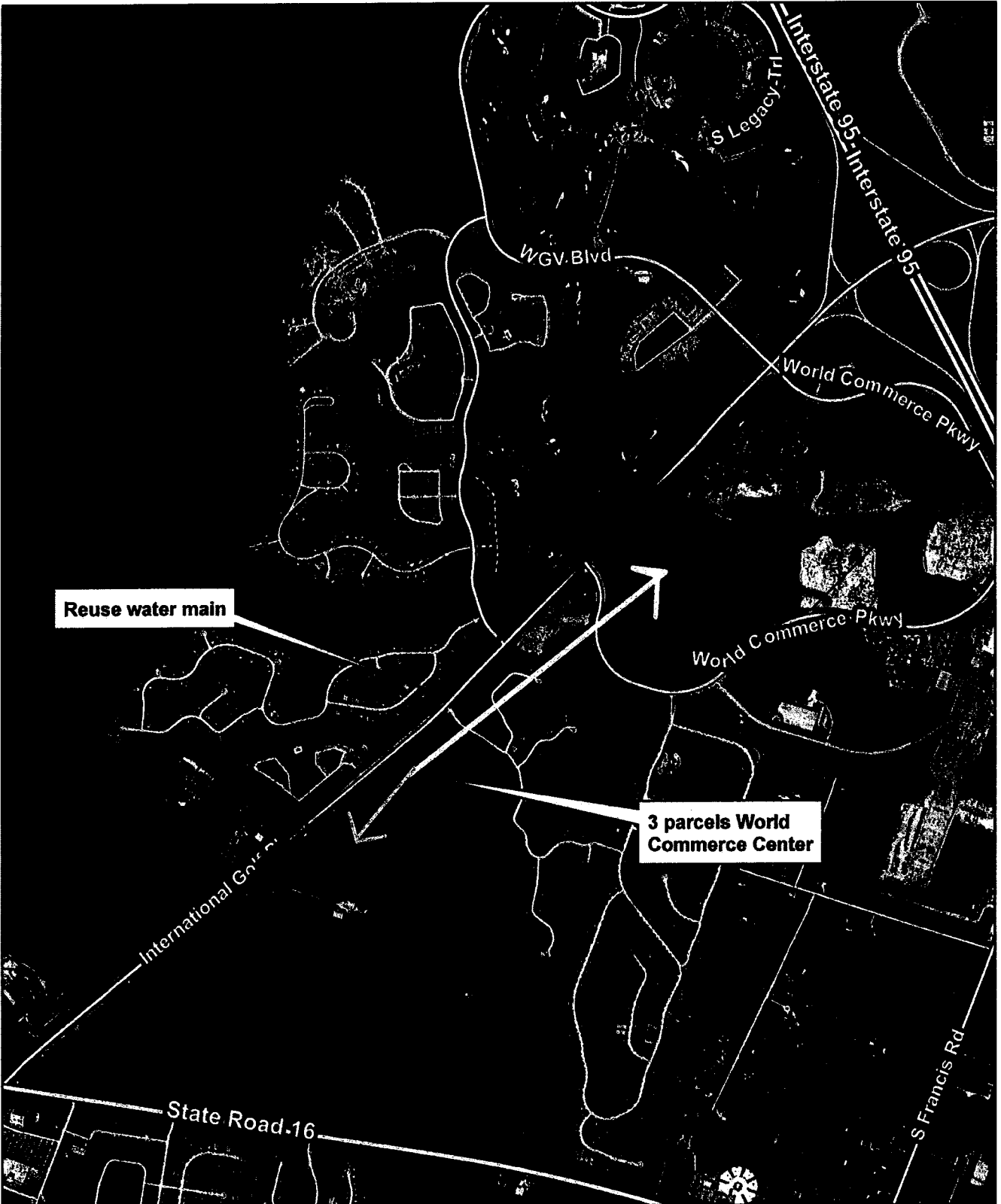
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: James Overton, Engineer - Utility Capital Improvements
SUBJECT: World Commerce Center Easement
DATE: March 31, 2015

Please present the Easement for Utilities and Temporary Construction Easement to the Board of County Commissioners (BCC) for final approval and acceptance of the easements.

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

Your support and cooperation as always are greatly appreciated.




 2013 Aerial Imagery
 1:10,000
 Feet
 March 30, 2015

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.

