

RESOLUTION NO. 2015- 327

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE ALONG OUTLET MALL BOULEVARD OFF STATE ROAD 16.

RECITALS

WHEREAS, Highland Pointe Ltd. And St. Augustine Centre Land Trust, 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 water and sewer service along Outlet Mall Boulevard off State Road 16. This is the fourth of five easements needed; 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, 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 scrivener, 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 3 day of November, 2015.

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

By: _____

Priscilla L. Bennett, Chair

ATTEST: HUNTER S. CONRAD

By: Ram Halterman
Deputy Clerk

RENDITION DATE 11/5/15

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 27th day of June, 2015 by **HIGHLAND POINTE LTD AND ST. AUGUSTINE CENTRE LAND TRUST**, with an address of 800 North Highland Avenue Suite 200, Orlando, Florida 32803, 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, gravity sewer collection system & sewer force mains 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, 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 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.

(b) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

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:

HIGHLAND POINTE, LTD.

[Signature]
Witness

By: Michelle Carter
Its: President

Preston L. Bilt
Print Name

ST. AUGUSTINE CENTRE LAND TRUST

Deidrea L. McGlown
Witness

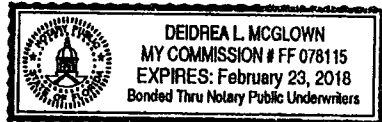
By: [Signature]
Its: Trustee

Deidrea L. McGlown
Print Name

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 27th day of June, 2015 by Michelle Carter who is personally known to me or has produced _____ as identification.

Deidrea L. McGlown
Notary Public



State of Florida
County of Seminole

The foregoing instrument was acknowledged before me this 15th day of September, 2015 by Frank J. Cannon who is personally known to me.



Mary A. Miller
Notary Public

EXHIBIT "A" TO EASEMENT

EASEMENT AREA

A PART OF SECTIONS 5, 6 AND 8, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 02° 02' 27" EAST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 921.41 FEET; THENCE DEPARTING SAID SECTION LINE, SOUTH 33° 23' 45" EAST, A DISTANCE OF 1104.56 FEET; THENCE SOUTH 56° 36' 15" WEST, A DISTANCE OF 905.14 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 10° 04' 47" WEST, A DISTANCE OF 55.04 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1095.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 346.72 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46° 33' 43" EAST AND A CHORD DISTANCE OF 345.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55° 37' 59" EAST, A DISTANCE OF 316.95 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1455.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 756.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 40° 44' 21" EAST AND A CHORD DISTANCE OF 747.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 25° 50' 42" EAST, A DISTANCE OF 1192.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1205.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 504.58 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 13° 50' 14" EAST AND A CHORD DISTANCE OF 500.90 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 16, MILL CREEK ROAD, PICOLATA ROAD (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 77° 03' 50" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 129.16 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01° 39' 41" WEST, A DISTANCE OF 175.00 FEET; THENCE NORTH 77° 07' 17" WEST, A DISTANCE OF 6.02 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1095.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 247.74 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 19° 21' 49" WEST AND A CHORD DISTANCE OF 247.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 25° 50' 42" WEST, A DISTANCE OF 1192.64 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1345.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 699.26 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 40° 44' 21" WEST AND A CHORD DISTANCE OF 691.41 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 55° 37' 59" WEST, A DISTANCE OF 316.95 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1205.00 FEET;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 389.42 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 46° 22' 30" WEST AND A CHORD DISTANCE OF 387.73 FEET TO A POINT ON SAID CURVE; THENCE NORTH 79° 46' 51" WEST, A DISTANCE OF 57.92 FEET TO A POINT ON THE PROPOSED SOUTHEASTERLY RIGHT-OF-WAY LINE OF OUTLET CENTRE DRIVE (A 90 FOOT PRIVATE RIGHT-OF-WAY); THENCE NORTH 56° 36' 15" EAST ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 190.06 FEET TO THE POINT OF BEGINNING.



St. Johns County Board of County Commissioners

Utility Department

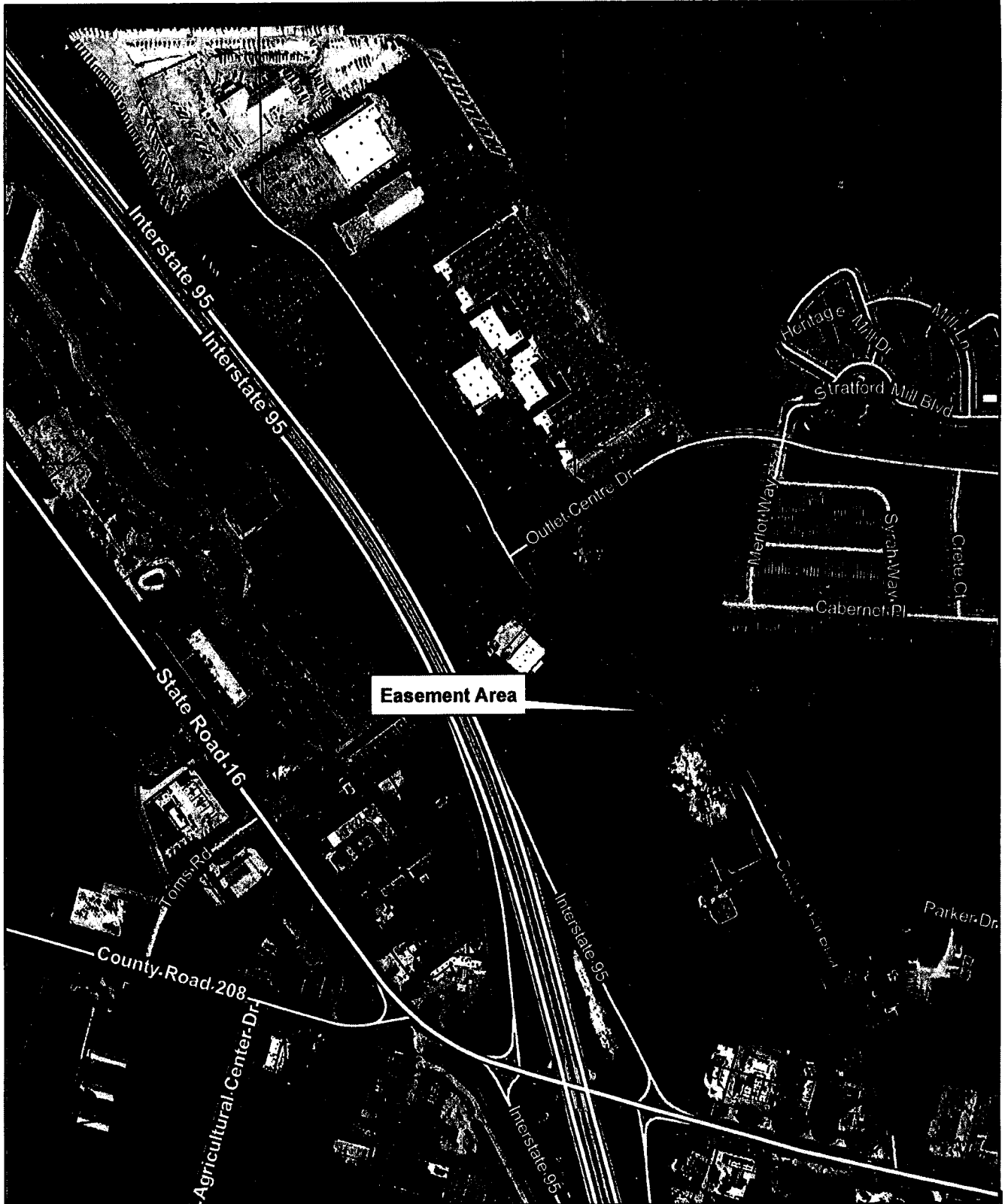
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Outlet Mall Boulevard
DATE: September 30, 2015

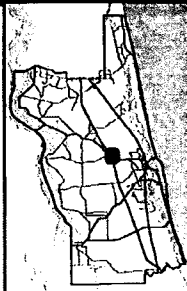
Please present the Easement to the Board of County Commissioners (BCC) for approval and acceptance of the water and sewer lines on Outlet Mall Boulevard.

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

Your support and cooperation as always are greatly appreciated.



Easement Area



2013 Aerial Imagery
 0 100200
 Feet
 September 30, 2015

Outlet Mall Blvd.

Easement for Utilities

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.

