

RESOLUTION NO. 2015- 69

**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**, Gate Petroleum Company, a Florida corporation, 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 second 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 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.

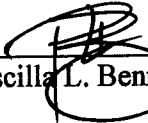
Section 2. The Board of County Commissioners hereby accepts the above described Easement for Utilities attached and incorporated hereto.

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.

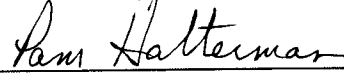
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities and Temporary Construction Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2015.

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

By:   
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 4/10/15



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 23<sup>RD</sup> day of FEBRUARY, 2015 by **GATE PETROLEUM COMPANY**, a Florida corporation, with an address of 9540 San Jose Blvd., Jacksonville, FL 32257, 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, its 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.

(e) Grantee shall use the easement in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of Grantor or its permittees business conducted on the adjacent property, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(f) Grantee shall use its best efforts to design, construct and operate the improvements within the easement area so as to minimize the impact on Grantor's business and operation on the adjacent property owned by Grantor and/or its affiliates.

(g) Grantee shall at all times maintain and keep the reuse water lines, equipment and any other improvements within the Easement Area in good order, condition, and repair and free from defects. Grantee's construction and maintenance activities within the Easement Area shall be completed in a good and workmanlike manner within a reasonable period of time. After any construction, maintenance, addition, or removal of improvements, or similar activities within the Easement Area, Grantee shall restore the land and any Grantee improvements thereon, including landscaping, back to its original condition, to the greatest extent possible.

(h) Grantee shall investigate all claims of every nature arising out of this easement at its expense and indemnify and hold Grantor harmless from and against all claims, liabilities and expenses, (including reasonable attorneys' fees) relating to accidents, environmental reporting and/or clean-up requirements, injuries, loss, or damage of or to any person or property arising from the negligent, willful acts or omissions of Grantee, its contractors, employees, agents, or other acting on behalf of Grantee, subject to the provisions and limitations of Section 768.28, Florida Statutes.

**EXCEPT** as specifically granted herein, Grantor, its successor and assigns, shall retain full use and control of the Easement Area. In the event of a dispute over this easement agreement, the prevailing party shall be entitled to reimbursement of all reasonable attorneys' fees, costs and disbursements incurred in the dispute before litigation, at trial, and on appeal, if any.

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 Grantor's improvements served by the utility system.

3. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

4. 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:

**GATE PETROLEUM COMPANY**

Virginia Ordway  
Witness  
Virginia Ordway  
Print Name

By: Becky Hamilton  
Name: Becky Hamilton  
Its: Vice President

Emilie Fletcher  
Witness  
Emilie Fletcher  
Print Name

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of January, 2015 by Becky Hamilton, the Vice President of GATE Petroleum Company, a Florida corporation, on behalf of the corporation. She is personally known to me.

Marlene D. Talley  
Notary Public

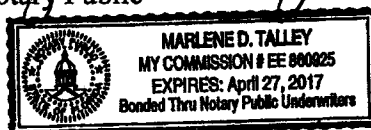


EXHIBIT "A" TO EASEMENT

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.



**TEMPORARY CONSTRUCTION EASEMENT**

**THIS EASEMENT** made this 23<sup>RD</sup> day of FEBRUARY, 2015 (the "Effective Date"), by and between **GATE PETROLEUM COMPANY, INC.**, a Florida corporation, whose address is 9540 San Jose Blvd., Jacksonville, Florida 32257, 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"**

Grantee shall use the easement in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of Grantor or its permittees business conducted on the adjacent property, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

Grantee shall use its best efforts to use the easement in such a manner so as to minimize the impact on Grantor's business and operation on the adjacent property owned by Grantor and/or its affiliates.

Grantee's construction and maintenance activities within the Easement Area shall be completed in a good and workmanlike manner within a reasonable period of time. After any construction, maintenance, addition, or removal of improvements, or similar activities within the Easement Area, Grantee shall restore the land and any Grantee improvements thereon, including landscaping, back to its original condition, to the greatest extent possible.


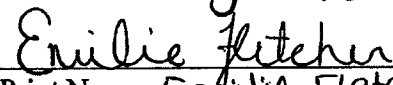
Grantee shall investigate all claims of every nature arising out of this easement at its expense and indemnify and hold Grantor harmless from and against all claims, liabilities and expenses, (including reasonable attorneys' fees) relating to accidents, environmental reporting and/or clean-up requirements, injuries, loss, or damage of or to any person or property arising from the negligent, willful acts or omissions of Grantee, its contractors, employees, agents, or other acting on behalf of Grantee, subject to the provisions and limitations of Section 768.28, Florida Statutes.

**EXCEPT** as specifically granted herein, Grantor, its successor and assigns, shall retain full use and control of the Easement Area. In the event of a dispute over this easement agreement, the prevailing party shall be entitled to reimbursement of all reasonable attorneys' fees, costs and disbursements incurred in the dispute before litigation, at trial, and on appeal, if any.

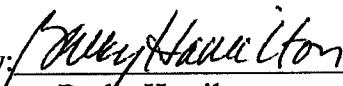
It is understood and agreed by the parties hereto that the rights granted herein should terminate one year from the Effective Date hereof. Upon completion of the project the property shall be returned to its original state.

**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:

  
Print Name: Virginia Ordway  
  
Print Name: Emilie Fletcher

GRANTOR:  
GATE PETROLEUM COMPANY

By:   
Name: Becky Hamilton  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of February, 2015, by Becky Hamilton, the Vice President of GATE Petroleum Company, a Florida corporation, on behalf of the corporation. She is personally known to me.

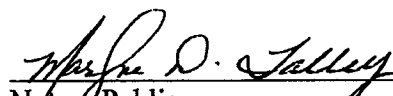
  
Notary Public  
My commission expires: 04/27/2017



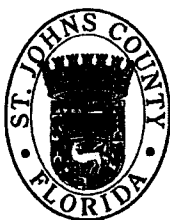
Exhibit "A" to Easement

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

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

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**INTEROFFICE MEMORANDUM**

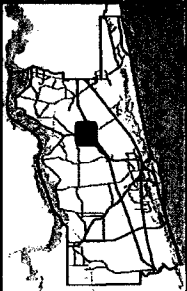
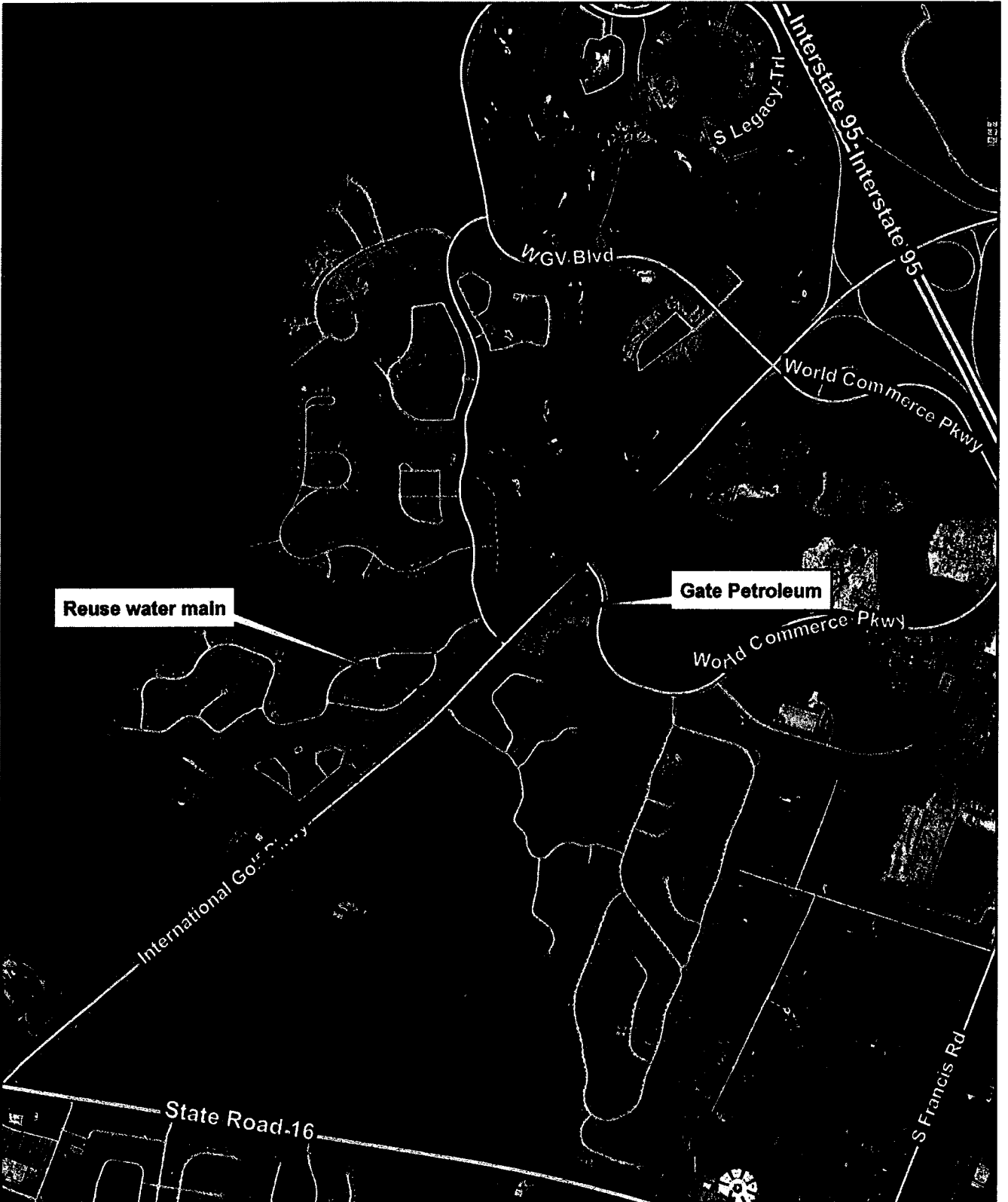
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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Karri Thomas, Asset Management Tech  
SUBJECT: International Golf Parkway  
DATE: February 26, 2015

Please present the Easement to the Board of County Commissioners (BCC) for approval and acceptance of the reuse line along International Golf Parkway.

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.



  
 2013 Aerial Imagery  
 0.000  
 Feet  
 February 26, 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.

