

RESOLUTION NO. 2016- 178

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO ARBOR MILL PHASE ONE.**

**RECITALS**

**WHEREAS**, RKS of Florida, 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 water and sewer service to serve Arbor Mill Phase One located off County Road 16A; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents 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.

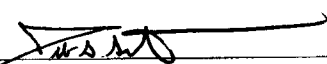
Section 2. The above described Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are 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 in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of June, 2016.

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

By:   
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

  
Deputy Clerk

**RENDITION DATE** 6/23/16



EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this the 23<sup>rd</sup> day of February, 2016 by RKS of Florida, LLC a Florida limited liability company, with an address of 161 Hampton Point Drive, Suite 1, 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 underground water distribution system, gravity sewer collection system, lift stations, 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. 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) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain 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:

[Signature]  
Witness

S Kyle Winham  
Print Name

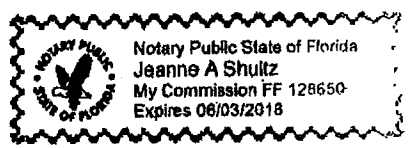
[Signature]  
Witness

L. R. Towers  
Print Name

By: [Signature] Samuel Crozier  
Its: Manager

State of FLORIDA  
County of DUVAL

The foregoing instrument was acknowledged before me this 23<sup>RD</sup> day of FEBRUARY, 2016, by SAMUEL CROZIER who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public

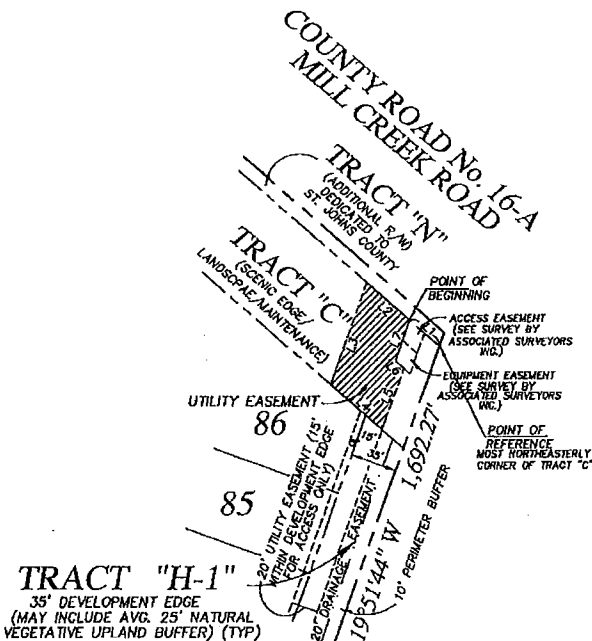
EXHIBIT "A" TO EASEMENT FOR UTILITIES

MAP SHOWING SKETCH OF

A UTILITY EASEMENT, COVERING A PORTION OF TRACT "C", (SCENIC EDGE/LANDSCAPE/MAINTENANCE), ALL AS SHOWN ON THE PLAT OF "ARBOR MILL PHASE ONE", AS RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

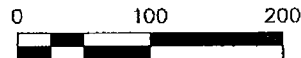
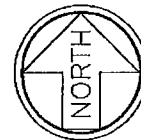
FOR A POINT OF REFERENCE, COMMENCE AT THE MOST NORTHEASTERLY CORNER OF AFORESAID TRACT "C", (SCENIC EDGE/LANDSCAPE/MAINTENANCE), AS SHOWN ON THE PLAT THEREOF, RECORDED IN MAP BOOK 76, PAGES 80 THROUGH 94 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND RUN THENCE, NORTH 49°12'41" WEST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "C", A DISTANCE OF 30.00 FEET, TO A POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 49°12'41" WEST, ALONG THE AFORESAID NORTHERLY BOUNDARY OF TRACT "C", A DISTANCE OF 42.82 FEET, TO A POINT; RUN THENCE, SOUTH 19°51'44" WEST, A DISTANCE OF 80.30 FEET, TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT "C", (AND ALSO BEING THE NORTHERLY LINE OF LOT 86); RUN THENCE, SOUTH 49°12'14" EAST, ALONG LAST SAID LINE, A DISTANCE OF 51.41 FEET, TO A POINT; RUN THENCE, NORTH 19°51'44" EAST, A DISTANCE OF 48.18 FEET, TO A POINT; RUN THENCE, NORTH 49°12'14" WEST, A DISTANCE OF 8.59 FEET, TO A POINT; RUN THENCE, NORTH 19°51'44" EAST, A DISTANCE OF 32.12 FEET, TO A POINT ON THE AFORESAID NORTHERLY BOUNDARY OF TRACT "C", AND THE POINT OF BEGINNING.



LINE TABLE FOR UTILITY EASEMENT

LINE No.	BEARING	DISTANCE
L1	N 49°12'41" W	30.00'
L2	N 49°12'41" W	42.82'
L3	S 19°51'44" W	80.30'
L4	S 49°12'14" E	51.41'
L5	N 19°51'44" E	48.18'
L6	N 49°12'14" W	8.59'
L7	N 19°51'44" E	32.12'



GRAPHIC SCALE  
SCALE: 1" = 100'  
SHEET ONE OF ONE SHEET

REVISED, JANUARY 15, 2016. (HAVE EASEMENT 40' WIDE, PER 500' UTILITY DEPT. REQUEST)

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND WAIVER. NOTATIONS OR REFERENCE TO SURVEY MAPS OR REPORTS BY OTHER THAN THE GIVING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE GIVING PARTY OR PARTIES.

- NOTES:**
- BEARINGS ARE BASED ON THE CENTERLINE OF AS N 54°20'00" E. (AS PER PLAT)
  - THIS IS A MAP TO SHOW SKETCH OF A UTILITY EASEMENT, AND TO ACCOMPANY A LEGAL PREPARED BY THIS FIRM
  - ELEVATIONS SHOWN THIS (B.M.) REFER TO UNITED STATES COASTAL AND GEODETIC SURVEY DATUM, NATIONAL GEODETIC VERTICAL OF 1956 (MAY 19, 1955)
  - BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN HEREON LIES WITHIN ZONES: AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NUMBER: 1. MAP REVISED DATE:
  - UNLESS OTHERWISE NOTED, ANY PORTION OF THE PARCEL THAT MAY BE DEEMED AS WETLANDS BY STATE OR GOVERNMENTAL AGENCIES, HAS BEEN DETERMINED AND ANY LIABILITY RESULTING THEREFROM IS NOT THE RESPONSIBILITY OF THE UNDERSIGNED.
  - THERE MAY BE RESTRICTIONS OR EASEMENTS OF RECORD EVIDENCED BY TITLE EXAMINATION THAT HAVE NOT BEEN SHOWN HEREON.

**LEGEND**

- X— PROPOSED CONCRETE MANDRILL
- PROPOSED PERMITS
- PROPOSED 1/2" DIA. PIPE SET (48' NOTED)
- PROPOSED 3/4" DIA. PIPE FOUND (48' NOTED)
- X PROPOSED CROSS CUT

DATE: JANUARY 15, 2016  
SCALE: 1" = 100'  
JOB NO.: 48716  
F. BOOK(S):  
PAGE(S):  
COMPUTER FILE NAME: UTILITY EASEMENT 3216

**A & J LAND SURVEYORS, INC.**  
CERTIFICATE OF AUTHORIZATION NO. LD 4441  
PROFESSIONAL LAND SURVEYORS OFFICE: (904) 246-1733  
5247 WUELLA STREET JACKSONVILLE, FLORIDA 32217 FAX: (904) 246-1732

THIS IS TO CERTIFY THAT THIS SKETCH WAS MADE UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS OUTLINED AND SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND WAIVERS, IN CHAPTER 1A-112, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 460.01, FLORIDA STATUTES.

*(Signature)*  
JONATHAN B. BOWMAN, STATE OF FLORIDA,  
REGISTERED LAND SURVEYOR, CERTIFICATE No. 4600

ACRONYM	DEFINITION	ACRONYM	DEFINITION
P.C.P.	PERMANENT CONTROL POINT	EASEMENT	EASEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT	L.D.	LEGENCED BUSINESS
P.O.C.	POINT ON CURVE	W.F.	WIRE FENCE
P.O.B.	POINT OF BEGINNING	C.L.P.	CHAIN LINK FENCE
P.O.R.	POINT OF REFERENCE	W.P.F.	WOOD PRIVACY FENCE
P.C.	POINT OF CURVATURE	N.C.	NO CONDITION
P.T.	POINT OF TANGENCY	W.I.	WITH
P.C.C.	POINT OF COMPOUND CURVE	O.H.L.	OVERHEAD LINES
P.R.C.	POINT OF REVERSE CURVATURE	F.M.	FIELD MEASURED
P.I.	POINT OF INTERSECTION	R.E.S.	RADIUS EQUALS
R.O.W.	RIGHT OF WAY	L.E.	LEG LENGTH EQUALS
O.R.V.	OFFICIAL RECORDS VOLUME	C.H.S.	CHORD BEARING & DISTANCE EQUALS
D.B.	DEED BOOK	Δ	DELTA OR CENTRAL ANGLE EQUALS
P.S.	PAGE	I.P.	1/2" PIPE
B.R.L.	BUILDING RESTRICTION LINE	C.C.	CONCRETE



EXHIBIT "B" TO RESOLUTION

**St. Johns County Board of County Commissioners**

Utility Department

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INTEROFFICE MEMORANDUM

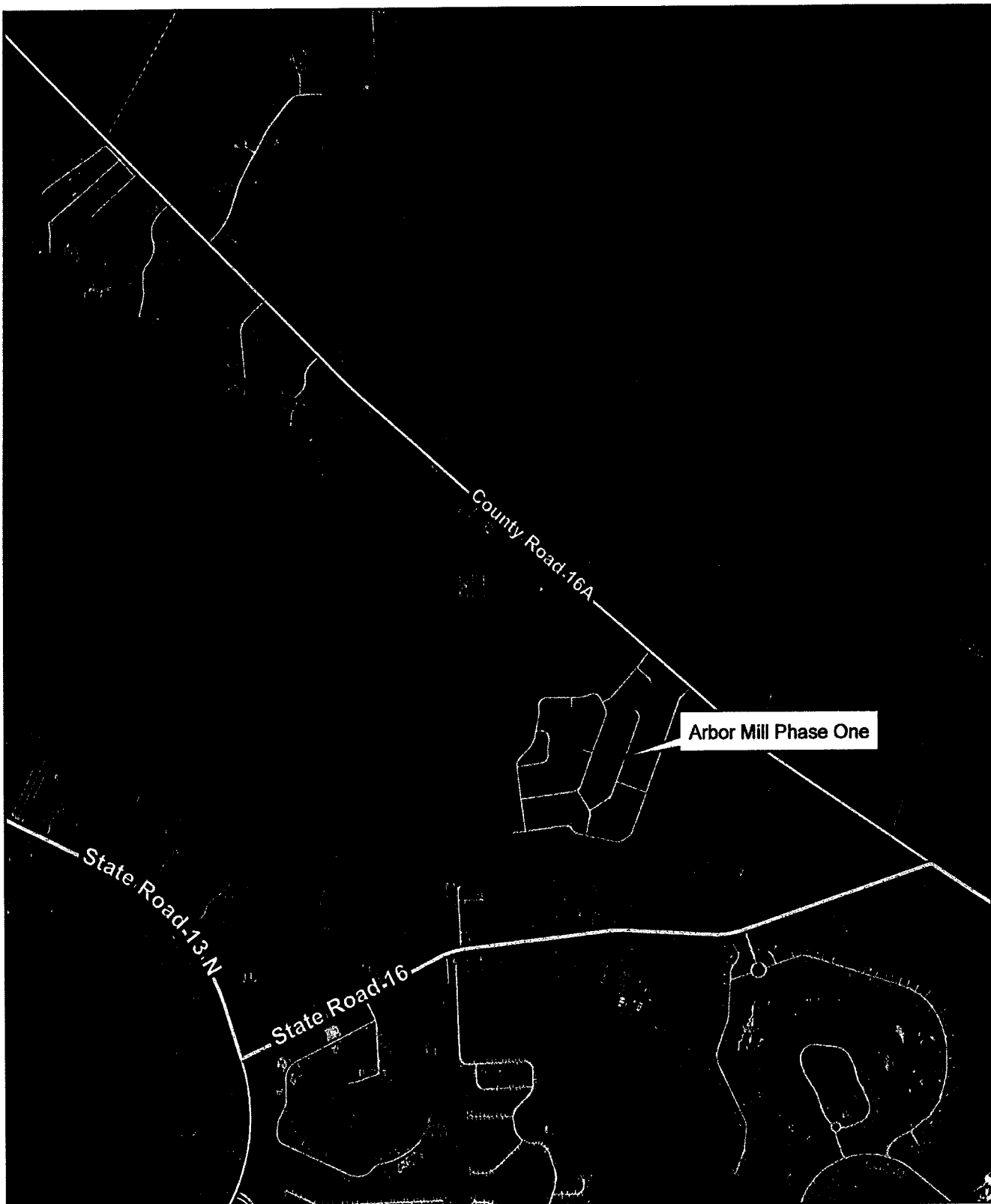
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Arbor Mill Phase 1  
DATE: March 21, 2016

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Arbor Mill Phase 1.

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.



Arbor Mill Phase One



2013 Aerial Imagery  
 0 500 1,000  
 Feet  
 April 29, 2016

**Arbor Mill Phase One**  
*Easement for Utilities*  
 Tract "C"

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0764

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.

