

RESOLUTION NO. 2018- 207

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR THE RELOCATION AND CONSTRUCTION OF A LIFT STATION SITE OFF OLD BEACH ROAD IN ST. AUGUSTINE BEACH.

RECITALS

WHEREAS, Reunion Bank of Florida, a Florida corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, to relocate an existing lift station located off Old Beach Road in St. Augustine Beach; 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; and

WHEREAS, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens located within this service area.

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 Court of St. Johns County is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Vice Chairman

ATTEST: Hunter S. Conrad, Clerk

By: Hunter S. Conrad

RENDITION DATE 7/19/2018



EXHIBIT "A" TO RESOLUTION

Prepared by:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14 day of June, 2018 by **REUNION BANK OF FLORIDA**, a Florida corporation, whose address is 1892 East Burleigh Boulevard, Tavares, Florida 32778, 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 lift station and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground 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) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

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, and Grantee shall 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, all at Grantee's sole cost and expense. Replacement landscaping must be approved by Grantor prior to Grantee initiating any installation or construction. To the extent permitted by law, 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.

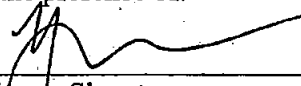
5. To the extent permitted by law, Grantee shall be responsible for damages arising out of this Grant of Easement that are caused by Grantee's negligence. The foregoing shall not be interpreted as a waiver of Grantee's limitations of liability set forth in Section 768.28, Florida Statutes, nor shall it operate as a waiver of Grantee's sovereign immunity.

6. 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.

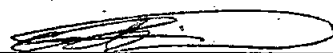
Signed, sealed and delivered
In the presence of:

REUNION BANK OF FLORIDA

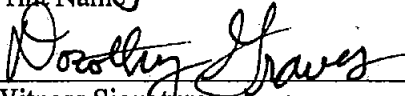


Witness Signature
Megan Muensterman

Print Name

By: 

Print Name: Chad Bowling



Witness Signature
Dorothy Graves

Print Name

Its: County Incident bank officer

State of FL
County of St. Johns

The foregoing instrument was acknowledged before me this 14th day of June, 2018, by Chad Bowling who is personally known to me or has produced _____ as identification.





Notary Public

EXHIBIT "A"

EASEMENT AREA

A PART OF SECTION 33, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF CASA DE CONTERA SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD BEACH ROAD (A 66.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $03^{\circ}22'13''$ EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $03^{\circ}22'13''$ EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET; THENCE SOUTH $89^{\circ}02'40''$ WEST, PARALLEL WITH THE SOUTH LINE OF AFOREMENTIONED CONTERA SUBDIVISION, A DISTANCE OF 30.00 FEET; THENCE NORTH $03^{\circ}22'13''$ WEST, PARALLEL WITH AFOREMENTIONED WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH $89^{\circ}02'40''$ EAST, PARALLEL WITH THE AFOREMENTIONED SOUTH LINE OF CONTERA SUBDIVISION, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

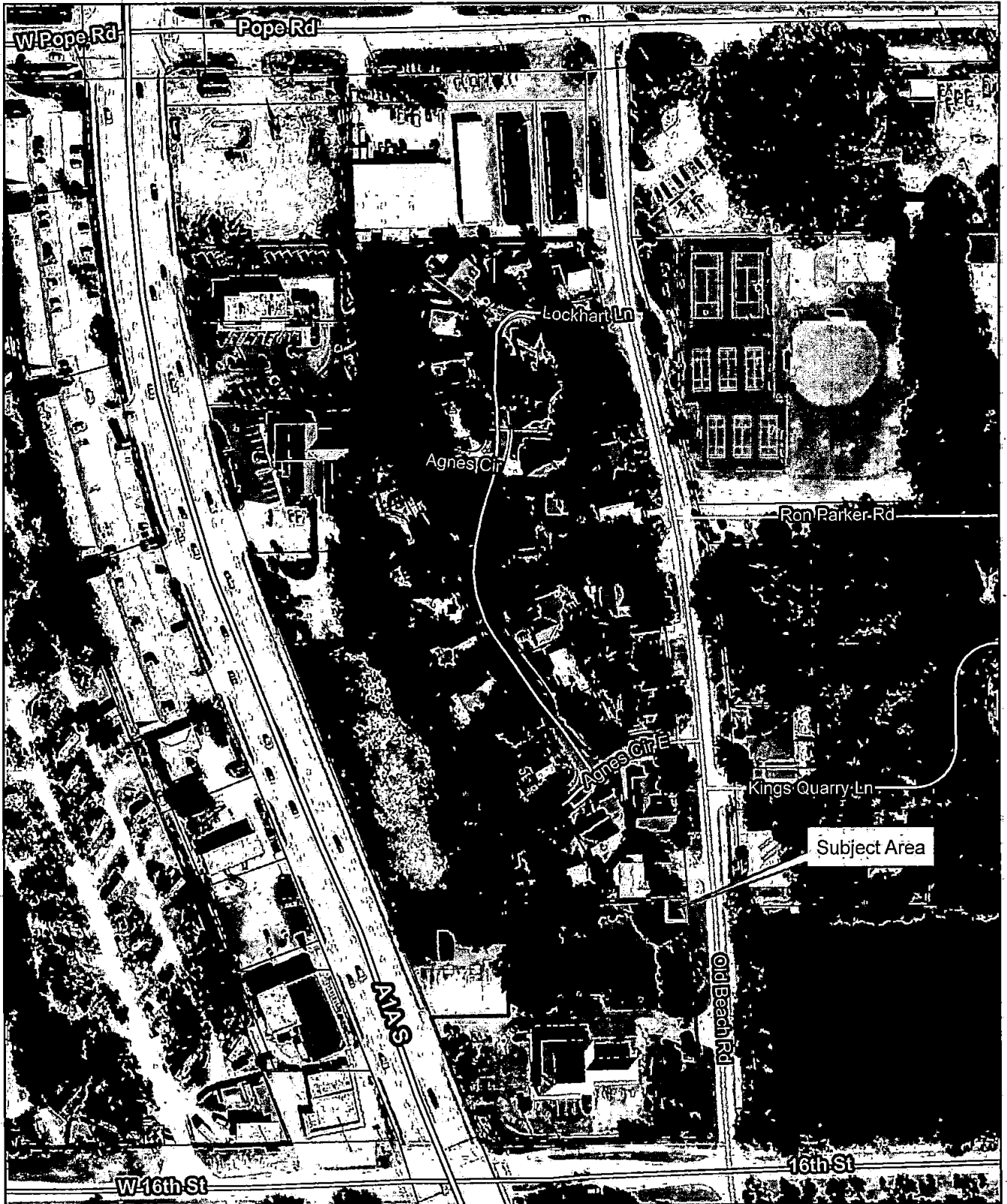
INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Real Estate Coordinator
FROM: Scott Trigg, Chief Engineer - Capital
SUBJECT: Reunion Bank
DATE: June 19, 2018

Please present the Easement for Utilities to the Board of County Commissioners (BCC) for final approval and acceptance of Reunion Bank.

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.



2013 Aerial Imagery

0 50 100

Feet

June 19, 2018

Easement for Utilities

Reunion Bank of Florida

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.

