

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A GRANT OF DRAINAGE AND UTILITIES EASEMENT AND QUIT CLAIM DEEDS FROM CERTAIN PROPERTY OWNERS ADJACENT TO A PORTION OF OAK STREET IN NORTH BEACH SUBDIVISION.

RECITALS

WHEREAS, certain property owners ("Owners") that own property adjacent to the portion of Oak Street that lies between Tenth Street and Eleventh Street in North Beach Subdivision ("Oak Street"), have applied for a road vacation of Oak Street; and

WHEREAS, St. Johns County has no objections to the vacation but would like to retain a 45 foot easement for future stormwater drainage and a 10 foot pedestrian path; and

WHEREAS, contingent upon approval of the road vacation, Owners have agreed to grant the County a Grant of Drainage and Utilities Easement, attached hereto as EXHIBIT "A", and Owners on the east side of the road have agreed to execute Quit Claim Deeds, attached hereto as EXHIBIT "B" and EXHIBIT "C", incorporated by reference and made a part hereof, for the purposes mentioned above.

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 into the body of this Resolution and such Recitals are adopted as findings of fact.

Section 2. Contingent upon approval of the Oak Street road vacation this Resolution is passed and adopted.

a. The Grant of Drainage and Utilities Easement attached hereto as EXHIBIT "A" and Quit Claim Deeds attached hereto as EXHIBIT "B" and EXHIBIT "C", are hereby accepted.

b. The Clerk is instructed to record the original Grant of Drainage and Utilities Easement and Quit Claim Deeds in the public records of St. Johns County, Florida.

Section 3. To the extent that there are typographical and/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.

PASSED AND ADOPTED by the Board of County Commissioners this 4 day of September, 2018.

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair



RENDITION DATE 9/6/18

EXHIBIT "A" TO RESOLUTION

Prepared by and Return to:
Paolo S. Soria, Esq.
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

GRANT OF DRAINAGE AND UTILITIES EASEMENT

THIS INDENTURE, made this ____ day of _____, 2018, between **David A. Wilson**, whose address is 301 10th St., St. Augustine, FL 32084, **James D. Proctor III**, whose address is 1574 Waters Edge Drive, Fleming Island, FL 32003, **Elizabeth B. Alexander** and **Lauri A. Dowdy**, whose address is 302 11th St., St. Augustine, FL 32084, and **Herbert Timothy Green and Kathy Joanne Green**, whose address is 3464 NW 49th Ave., Gainesville, FL 32605, hereinafter collectively and individually called **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, hereinafter called **GRANTEE**.

BACKGROUND FACTS

- A. Grantor is collectively the owners of (a) that certain parcel of real property described in **EXHIBIT A** attached to this Easement (the "Grantor's Property"), and (b) that certain parcel of real property described and depicted in **EXHIBIT B** attached to this Indenture and further described as a forty-five (45) foot easement along the western side of the vacated right-of-way of Oak Street (the "Easement Area").
- B. Grantee, is a political subdivision of the State of Florida, and owns and operates dedicated open Right-of-Way adjacent to the Grantor's Property, as described in the plat of Pacetti Subdivision of North Beach, Map Book 3 Page 28, of the Public Records of St. Johns County.
- C. Grantee, together with its successors and assigns, and its guests, invitees, employees, agents, representatives, tenants, licensees, successors, and permittees shall be collectively entitled to the rights granted in this Easement.
- D. Grantee desires Grantor to grant to Grantee an easement over, under, and across the Easement Area for utilities and drainage.
- E. Grantor has agreed to grant such easement on the terms set forth herein.
- F. Both Grantor and Grantee acknowledge the existence of other easements on Grantor's Property, including, but not limited to, a 5' easement to AT&T and 10' easements to North Beach Utilities, as depicted on the sketch on Exhibit B.

TERMS OF EASEMENT

Grant of Drainage and Utilities Easement

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In consideration of Ten Dollars (\$10.00) and other good and valuable consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.
2. Grant of Drainage and Utility Easement. Subject to the terms and conditions of this Easement, Grantor, grants and conveys to the Grantee, its successors and assigns, a perpetual, nonexclusive easement along, over, under and across Easement Area for utility and drainage purposes with the right, privilege, and authority to said Grantee, its successors and assigns, for ingress and egress to access the Easement Area as necessary for the use and enjoyment of the Easement, and to drain surface waters either above or below the surface of the ground, together with the right to install, remove, repair, and maintain utility and drainage structures and improvements, on, along, over, through, across, or under the Easement Area.
3. Easement Area to Remain Unobstructed. Grantor shall not place any obstructions, fencing, structures, improvements, or obstacles in the Easement Area inconsistent with the easement rights granted to Grantee without the prior written permission of Grantee. Grantee shall have the right to remove or relocate any obstructions or interference with the Easement Area.
4. Notices. Any notice required to be sent to Grantor or Grantee under the provisions of this Easement shall be deemed to have been properly sent when mailed, certified mail, return receipt requested, postage prepaid, or hand delivered to the last known address of the person who appears as owner of the Grantor's Property, the owner of the Easement Area, and the owner of the Grantee's Property, each as set forth in the current public records of St. Johns County, Florida at the time of such mailing.
5. Counterparts. This Easement may be executed in multiple counterparts, each of which may be deemed to be the original and together shall constitute one and the same instrument. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signature of all parties of this Easement. Facsimile copies shall be deemed originals.
6. Successors and Assigns Bound. All the covenants, agreements, conditions, and restrictions set forth in this Easement are intended to be and shall be construed as covenants running with the land, appurtenant to the land affected, binding upon, inuring to the benefit and enforceable by the parties hereto, their respective successors and assigns in title with respect to the Grantor's Property and to Grantee, upon the terms, provisions and conditions therein set forth.
7. Venue. Venue for any action based on the Easement shall be in St. Johns County, Florida.

Grant of Drainage and Utilities Easement

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

[SIGNATURES ON FOLLOWING PAGES]

Grant of Drainage and Utilities Easement

**Signed and Sealed in Our
Presence as Witnesses:**

Grantor:

(Sign) _____
(Print) _____

David A. Wilson

(Sign) _____
(Print) _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by David A. Wilson, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

**Signed and Sealed in Our
Presence as Witnesses:**

Grantor:

(Sign) _____
(Print) _____

James D. Proctor III

(Sign) _____
(Print) _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by James D. Proctor, III, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

**Grant of Drainage and Utilities Easement
Signed and Sealed in Our
Presence as Witnesses:**

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Grantor:

(Sign) _____
(Print) _____

Elizabeth B. Alexander

(Sign) _____
(Print) _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Elizabeth B. Alexander, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

**Grant of Drainage and Utilities Easement
Signed and Sealed in Our
Presence as Witnesses:**

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Grantor:

(Sign) _____
(Print) _____

Lauri A. Dowdy

(Sign) _____
(Print) _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Lauri A. Dowdy, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

**Grant of Drainage and Utilities Easement
Signed and Sealed in Our
Presence as Witnesses:**

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Grantor:

(Sign) _____
(Print) _____

Herbert Timothy Green

(Sign) _____
(Print) _____

(Sign) _____
(Print) _____

Kathy Joanne Green

(Sign) _____
(Print) _____

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Herbert Timothy Green and Kathy Joanne Green, who are personally known to me or have produced _____ as identification.

Notary Public
My Commission Expires: _____

Exhibit A – Legal Description

That portion of Oak Street lying between Tenth Street and Eleventh Street as shown on plat of Pacetti Subdivision of North Beach as recorded in Map Book 3, Page 28 of the public records of St. Johns County, Florida.

EXHIBIT B
(EASEMENT AREA)

The Westerly 45 feet of that portion of Oak Street lying between Tenth Street and Eleventh Street as shown on plat of Pacetti Subdivision of North Beach as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida.

EXHIBIT "B"
(SKETCH)



EXHIBIT "B" TO RESOLUTION

Prepared by and Return to:
Paolo S. Soria, Esq.
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, executed this ____ day of _____, 2018; by **HERBERT TIMOTHY GREEN** and **KATHY JOANNE GREEN**, whose address is 3464 NW 49th Avenue, Gainesville, Florida 32605, first party, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, second party:

WITNESSETH: That the said first party for and in consideration of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand in which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

The West 10 feet of the East 25 feet of the South one-half (S1/2) of Oak Street lying between Tenth Street and Eleventh Street as shown on plat of Pacetti of North Beach as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Print Name: _____

Herbert Timothy Green

Print Name: _____

Kathy Joanne Green

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Herbert Timothy Green and Kathy Joanne Green. Who are personally known to me or have produced _____ as identification.

Notary Public
My Commission Expires: _____

EXHIBIT "C" TO RESOLUTION

Prepared by and Return to:
Paolo S. Soria, Esq.
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, executed this ___ day of _____, 2018, by **JAMES D. PROCTOR, III**, whose address is 1574 Waters Edge Drive, Fleming Island, Florida 32002, first party, to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, second party:

WITNESSETH: That the said first party for and in consideration of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand in which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, State of Florida, to wit:

The West 10 feet of the East 25 feet of the North one-half (N1/2) of Oak Street lying between Tenth Street and Eleventh Street as shown on plat of Pacetti of North Beach as recorded in Map Book 3, page 28, of the public records of St. Johns County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first parties, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Print Name: _____

Print Name: _____

James D. Proctor, III

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by James D. Proctor, III. Who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____