

RESOLUTION NO. 2018- 371

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A WARRANTY AND AN EASEMENT FOR UTILITIES, ASSOCIATED WITH THE WATER SYSTEM TO SERVE ISLAND PREP (WESTSIDE) LOCATED OFF US 1 S.

RECITALS

WHEREAS, LP & Fox Holdings, 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, associated with the water system to serve Island Prep (Westside) located off US 1 S; and

WHEREAS, Grade One Site & Utility, Inc., a Florida corporation, has executed and presented to the County a Warranty for work performed at Island Prep (Westside) attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has reviewed and 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 above described Easement for Utilities and Warranty, attached and incorporated hereto, are 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.

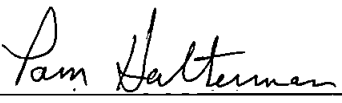
Section 4. The Clerk of the Court is instructed to record the original Easement for Utilities and file the Warranty in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 6 day of November, 2018.

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

By: 
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk


Deputy Clerk

RENDITION DATE 11/8/18

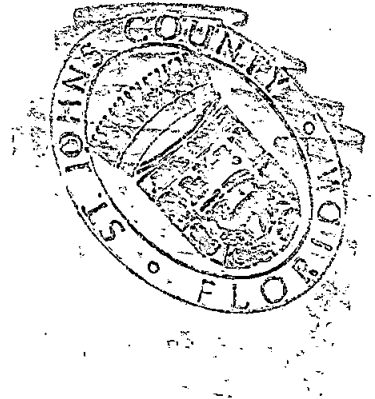


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 18th day of September, 2018
by LP + Fox Holdings LLC, with an address of
311 Weff Rd St Augustine FL 32080, 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 meters 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. WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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:

Eiora Herman
Witness Signature

Eiora Herman
Print Name

Sheila Williams
Witness Signature

Sheila Williams
Print Name

By: Danielle Gwiazda

Print Name: Danielle Gwiazda

Its: LPe Fox Holdings LLC Owner

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 18th day of September, 2018, by Danielle Gwiazda who is personally known to me or has produced _____ as identification.

Tammy L Pace
Notary Public



EXHIBIT "A"
EASEMENT AREA

A PART OF GOVERNMENT LOT 8, SECTION 19, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 825, PAGE 924 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT BEING THE INTERSECTION OF THE SOUTHERLY LINE OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORDS BOOK 416, PAGE 85 OF SAID PUBLIC RECORDS WITH THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY No. 1 (A 200 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH 08°04'31" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 453.81 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3192, PAGE 166 OF SAID PUBLIC RECORDS; THENCE NORTH 89°58'28" WEST, ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3192, PAGE 166, A DISTANCE OF 277.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BLACKFORD WAY (A 32 FOOT PRIVATE RIGHT-OF-WAY AS ESTABLISHED BY OFFICIAL RECORDS BOOK 3181, PAGE 756); THENCE NORTH 00°01'32" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 97.52 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; THENCE CONTINUE NORTH 00°01'32" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°58'28" EAST, A DISTANCE OF 11.80 FEET; THENCE SOUTH 00°01'32" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 89°58'28" WEST, A DISTANCE OF 11.80 FEET TO THE POINT OF BEGINNING.

THE AFOREDESCRIBED PARCEL CONTAINS 59 SQUARE FEET MORE OR LESS.

EXHIBIT "B" TO RESOLUTION



WARRANTY
UTILITY IMPROVEMENTS

Date: February 10, 2018

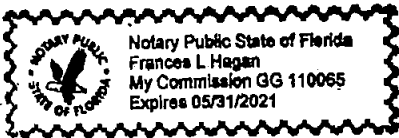
Project Title: Island Prep Westside
St. Johns County, Florida

FROM: Grade One Site & Utility, Inc.
459 Branscomb Rd.
Green Cove Springs, Fl. 32043

TO: St. Johns County Utility Department
Post Office Box 3006
St. Augustine, Florida 32085

The undersigned warrants all its work performed in connection with the above project to be free from all defects in material and workmanship for a period of (1) year from the date of acceptance of the project by St. Johns County and agrees to remedy all defects arising with that period at its expense.

The term defects shall not be construed as embracing damage arising from misuse, negligence, Acts of God, normal wear and tear or failure to follow operating instructions.



Contractor:

Charles Pace

Contractor's Signature

CHARLES PACE

Print Contractor's Name

State of Florida
County of St. Johns

Frances L. Hagan

The foregoing instrument was acknowledged before me this 12th day of February, 2018, by Charles Pace who is personally known to me or has produced _____ as identification.

EXHIBIT "C" TO RESOLUTION



St. Johns County Board of County Commissioners

Utility Department

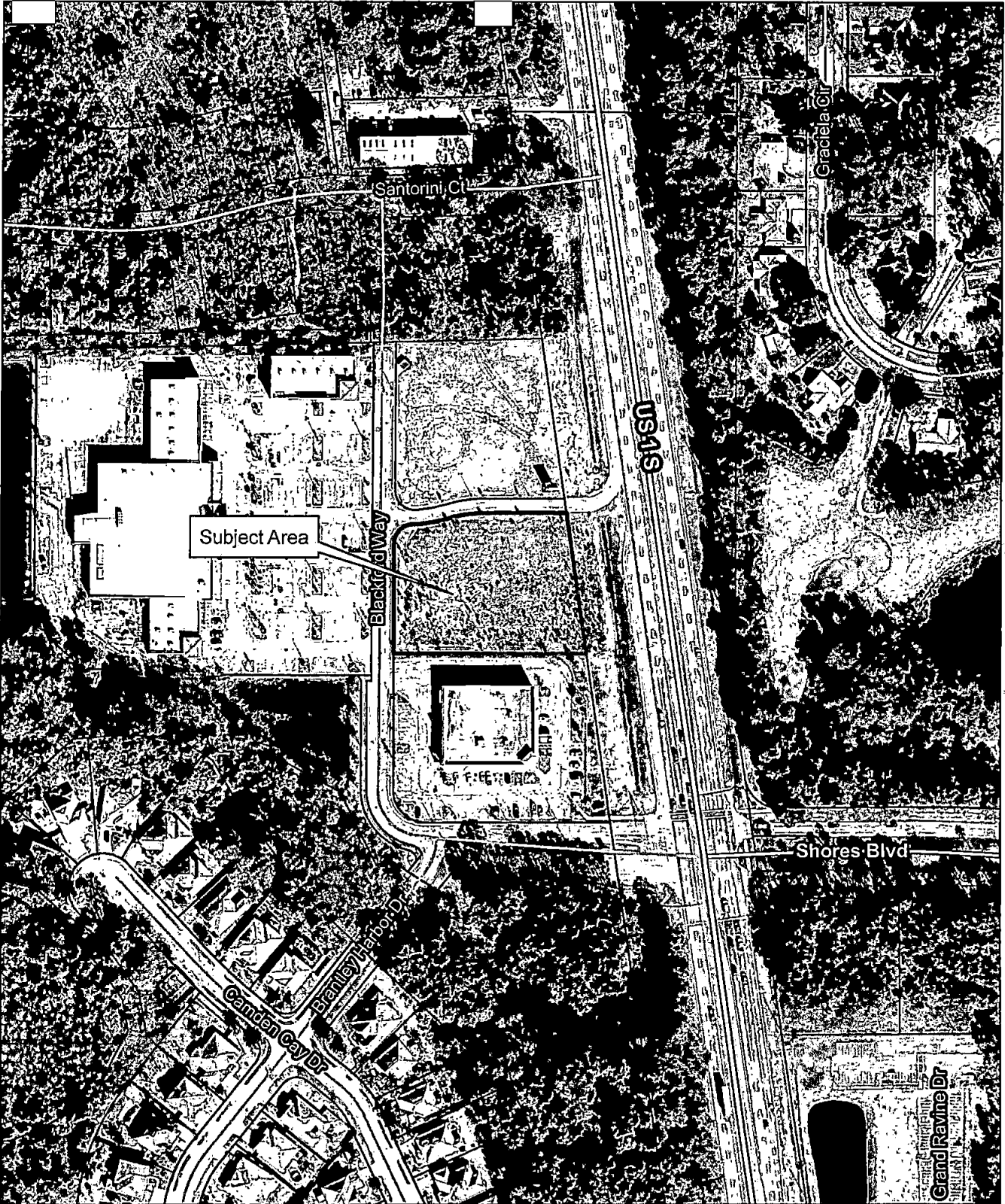
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Island Prep (Westside)
DATE: August 16, 2018

Please present the Easement and Warranty to the Board of County Commissioners (BCC) for final approval and acceptance of Island Prep (Westside).

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.



Subject Area

Santorini Ct

Graciela Ct

US 19

Blackbird Way

Shores Blvd

Camden Cay Dr

Branley Harbor Dr

Grand Ravine Dr



2016 Aerial Imagery
 0 90 180
 Feet
 September 5, 2018

Easement and Warranty

Island Prep (Westside)

Land Management Systems
 Real Estate Division
 (904) 209-0782

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.

