

RESOLUTION NO. 2018- 427

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AND AUTHORIZING THE CHAIR OF THE BOARD, ON BEHALF OF THE COUNTY, TO EXECUTE AN EASEMENT AGREEMENT WITH CURTIS BOLES TO ALLOW FOR INGRESS AND EGRESS ACROSS A PORTION OF COUNTY OWNED PROPERTY TO ACCESS A PROPERTY NORTH OF MOCCASIN CREEK LANE.**

**RECITALS**

**WHEREAS**, Curtis Boles ("Boles") has requested an easement from St. Johns County ("County") for ingress and egress to his property located north of Moccasin Creek Lane; and

**WHEREAS**, the County has the authority to grant such easements when it is found that it is necessary for the protection of the public: and

**WHEREAS**, the Easement Agreement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, will allow Boles ingress and egress to his property subject to the terms and conditions of the easement.

**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 Chair of the Board is hereby authorized to execute the Easement Agreement, attached substantially in the form hereto, on behalf of the County upon review and approval of the legal description of the Benefitted Property by the County Surveyor.

Section 3. The Clerk is instructed to record the original Easement Agreement in the public records of St. Johns County, Florida.

Section 4. 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 18<sup>th</sup> day of December, 2018.

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

By: Paul M. Waldron  
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman  
Deputy Clerk

RENDITION DATE 12/20/18

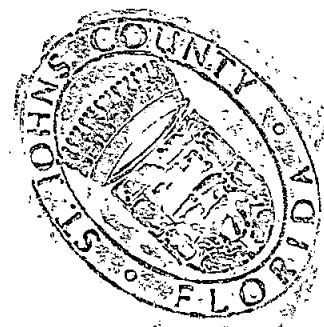


Exhibit "A" to Resolution

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

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter referred to as the "Grantor", and **CURTIS BOLES**, whose address is P. O. Box 12, Elkton, Florida 32033, hereinafter referred to as the "Grantee".

**Recitals**

**WHEREAS**, Grantor owns property located in St. Johns County, Florida, more particularly described on **Exhibit A** attached hereto (the "Easement Parcel"); and

**WHEREAS**, the Easement Parcel is a small portion of a larger property owned by Grantor that is subject to a Declaration of Restrictive Covenant, recorded in Book 3449, Page 215 of the Official Records of St. Johns County, which does not prevent the use of the Easement Parcel for the purposes in this Easement Agreement; and

**WHEREAS**, Grantee owns property located in St. Johns County, Florida more particularly described on **Exhibit B** attached hereto (the "Benefitted Property") and desires to construct a single family dwelling unit on the property; and

**WHEREAS**, the Easement granted herein are for the benefit of and shall be appurtenant to the Benefitted Property; and

**WHEREAS**, the purpose of this Easement Agreement is to grant to the Benefitted Property an easement for ingress and egress and installation of utilities meeting the requirements St. Johns County Land Development Code and other applicable federal, state, and local regulations over the Easement Parcel; and

**WHEREAS**, this Easement is used only for one (1) Single-Family Dwelling Unit from the Benefitted Property.

**NOW, THEREFORE**, in consideration of the premises, the covenants and agreements hereinafter set forth, the sum of Ten and 00/100 (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.
2. **Grant of Easement**. Grantor hereby grants, bargains, sells, assigns and conveys to the Grantee, its successors, designees and assigns forever, a nonexclusive perpetual easement for the purpose of planning, permitting, installing, maintaining, repairing, constructing, and using the Easement Parcel for ingress and egress and installation of utilities on, over, and under said Easement Parcel for the Benefitted Property that are consistent with and useful or convenient for the achievement of Grantee's purposes, together with all rights, privileges and appurtenances in and to said Easement Parcel which may be required for the enjoyment of the rights hereby granted.
3. **Limitations of Easement**. The Grant of Easement is subject to the following limitations:
  - a. This Easement is granted to allow one (1) single-family dwelling unit on the Benefitted Property along with accessory uses and structures.
  - b. This Easement may not be used for non-residential uses on the Benefitted Property or by more than one (1) dwelling unit on the Benefitted Property.
  - c. Improvements, repair, maintenance, installation, or construction in the Easement shall conform to all applicable federal, state, and local regulations, including the St. Johns County Land Development Code for construction standards for Easements serving less than two (2) single family dwelling units.
  - d. Grantee shall at all times be subject to and shall comply with all environmental requirements of any governmental entity having jurisdiction over the Easement Parcel and the activities permitted by this Easement.
4. **Reservation from Grant**. Grantor hereby reserves from the Grant of Easement the following rights:
  - a. **Continued Use**: The rights to use the Easement Property for all purposes which do not interfere with the easement granted herein.
  - b. **Additional Easements**: The right to grant additional easements upon, over and within the Easement Parcel which do not interfere with the easement granted herein.
5. **Maintenance of the Easement Property**. At such time as Grantee and/or their respective heirs, successors and assigns begin to utilize the Easement Parcel, Grantee shall solely maintain the Easement Property and all improvements installed therein in good condition and repair and in accordance with all applicable laws, rules, and regulations, and be responsible for one hundred percent (100%) of all reasonable and necessary costs incurred, from time to time, in performing such maintenance, repair and/or replacement.

6. **Indemnification.** Grantee, their successors or assigns, shall indemnify, defend, and hold Grantor, its successors and assigns, harmless from an against any and all claims, losses, costs, or damages, including without limitation, reasonable attorney's fees and costs, occasion by any act omission to act, or negligence of the Grantee, their agents and employees arising out of, connected with, related with, or growing out of (directly or indirectly) the use, construction, installation, operation, repair, or maintenance of the Easement Parcel or any improvement(s) located thereon.
7. **Time is of the Essence; Notice.** Time is of the essence of this Agreement. Any notice necessary under this Agreement must be in writing and shall be given by United States Certified Mail, hand delivery, Federal Express or other equivalent service, or facsimile transmission. Such notice shall be deemed to have been given and received three (3) days after a certified letter containing such notice, properly addressed, with postage pre-paid, is deposited in the United States Mail, or if hand delivered, delivered by Federal Express or other equivalent service or by facsimile transmission, when actually received. Such notices shall be given to the parties at the addresses set forth below:

GRANTEE:                   Curtis Boles  
                                  Post Office Box 12  
                                  Elkton, Florida 32033

GRANTOR:                   St. Johns County  
                                  c/o Land Management Department  
                                  500 San Sebastian View  
                                  St. Augustine, Florida 32084

8. **Liens.** Grantee agrees that it will not suffer or permit any mechanics' lien, equitable lien, or any other lien or encumbrance of any kind to be filed or otherwise asserted against the Easement Parcel, and will cause any such lien to be released or bonded within thirty (30) days of the date of filing same, time being of the essence.
9. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
10. **Covenant Running with the Land.** The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
11. **Severability.** Should any one or more for the provision of this Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto, provided the essential terms for each party remain valid, binding and enforceable.

12. **Section Headings.** The Section Headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
13. **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue shall be in St. Johns County, Florida.
14. **Attorney Fees.** If any legal or equitable action is brought for the enforcement or interpretation of this Easement, each party shall be responsible for its own attorney's fees and costs at all levels of the proceedings.

**IN WITNESS WHEREOF**, the parties hereto have hereunto affixed their hands and seals the day and year first above written.

GRANTOR

Signed, sealed and delivered  
in our presence:

St. Johns County, Florida  
a political subdivision of the State of Florida

\_\_\_\_\_  
Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Paul M. Waldron, Chair

\_\_\_\_\_  
Print Name \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Paul M. Waldron, as Chair of the Board of County Commissioners, on behalf of the County. Who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

GRANTEE

Signed, sealed and delivered  
in our presence:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Curtis Boles

\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by  
Curtis Boles. Who is personally known to me or has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

A PARCEL OF LAND IN SECTION 35, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35, THENCE NORTH 88°55'10" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 1321.80 FEET; THENCE SOUTH 00°01'55" WEST, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 61.17 FEET; THENCE SOUTH 88°56'38" WEST A DISTANCE OF 108.86 FEET; THENCE NORTH 86°07'48" WEST A DISTANCE OF 99.90 FEET; THENCE SOUTH 88°00'34" WEST A DISTANCE OF 70.06 FEET; THENCE NORTH 87°53'17" WEST A DISTANCE OF 96.17 FEET; THENCE NORTH 89°09'39" WEST A DISTANCE OF 112.13 FEET; THENCE SOUTH 89°56'05" WEST A DISTANCE OF 162.11 FEET; THENCE SOUTH 89°08'05" WEST A DISTANCE OF 194.85 FEET; THENCE SOUTH 88°45'28" WEST A DISTANCE OF 111.76 FEET; THENCE NORTH 89°58'57" WEST A DISTANCE OF 105.25 FEET; THENCE NORTH 89°30'49" WEST A DISTANCE OF 160.28 FEET; THENCE SOUTH 87°21'55" WEST A DISTANCE OF 59.51 FEET; THENCE NORTH 88°47'43" WEST A DISTANCE OF 41.30 FEET; THENCE NORTH 00°12'25" EAST, ALONG THE WEST LINE OF AFOREMENTIONED NORTHWEST 1/4, A DISTANCE OF 34.78 FEET TO THE POINT OF BEGINNING. CONTAINING 1.36 ACRES MORE OR LESS.



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
 SURVEYING AND MAPPING DIVISION  
 500 SAN SEBASTIAN VIEW  
 ST AUGUSTINE, FLORIDA 32084  
 Phone (904) 809-0770 Email: goltweber@stjohns.com

PAULINA GALT, CENTER, P.L.L.C., P.C.  
 1000 W. PALM BLVD., SUITE 200  
 WEST PALM BEACH, FLORIDA 33411  
 INTEREST DATED NOVEMBER 08, 2016

AMENDMENTS  
 12/4/18 TO SHOW C.R. 7, P.L. 411

MOCASSIN CREEK ROAD-EASEMENT  
 SKETCH OF DESCRIPTION

DRAWN BY GLENN  
 FILE NUMBER: 1-201  
 SHEET NO. 1  
 OF 1

C:\Users\paulina\Documents\PROJECTS\MOCASSIN CREEK ROAD EASEMENT CHECK LINE EASEMENT.dwg Printed: 12/4/2018 12:43 PM By: Glenn Galt

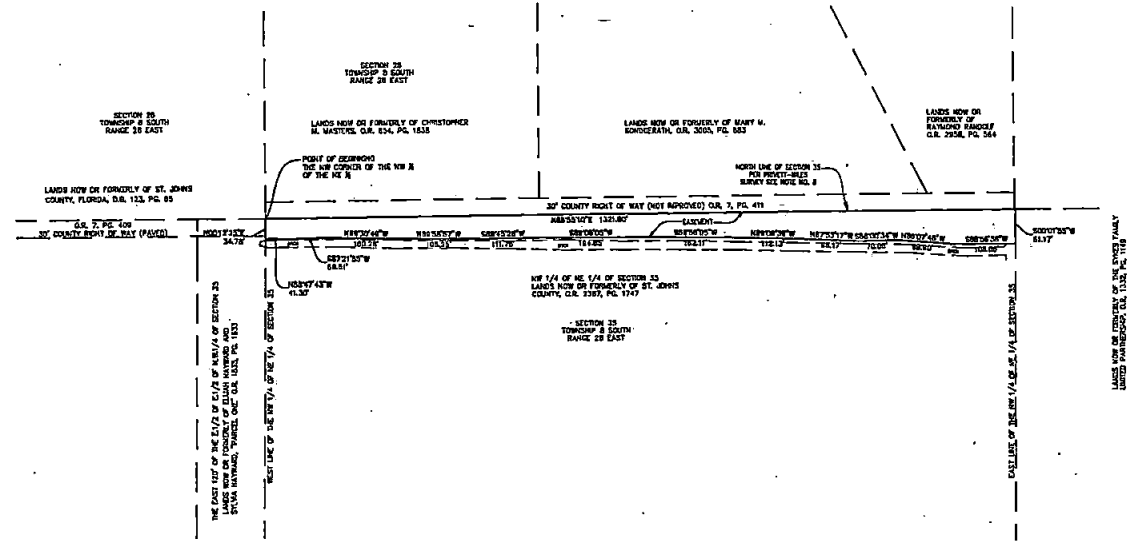
MAP SHOWING A SKETCH OF DESCRIPTION OF A  
 PARCEL OF LAND LYING IN SECTION 35,  
 TOWNSHIP 8 SOUTH, RANGE 28 EAST,  
 OF ST. JOHNS COUNTY, FLORIDA  
 FOR: THE ST. JOHNS COUNTY REAL ESTATE DIVISION



**SURVEYOR'S NOTES:**

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THE SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83(2011).
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2018.
8. SEE ALSO BOUNDARY SURVEY BY FROVETT-NOLES AND ASSOCIATES, INC. DATED 10/04, PROJECT NO. 161-118.
9. SEE ALSO TOPOGRAPHIC SURVEY BY ST. JOHNS COUNTY DATED 4/14/08, FILE NO. 8-624.
10. SEE ALSO BOUNDARY TOPOGRAPHIC TREE SURVEY BY LANDTECH AND ASSOCIATES, DATED 10/22/16.

**LEGEND**  
 D.S. DEED BOOK  
 O.R. OFFICIAL RECORD  
 P.L.D. PARCEL



THE EAST 1/2 OF THE E 1/2 OF E 1/4 OF NW 1/4 OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, PARCEL NO. 8-624.

WEST LINE OF THE WEST 1/2 OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, PARCEL NO. 8-624.

EAST LINE OF THE E 1/2 OF E 1/4 OF SECTION 35, TOWNSHIP 8 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, PARCEL NO. 8-624.

LAND NOW OR FORMERLY OF THE STATE OF FLORIDA, UNITED PARCELS, O.R. 132, P.L. 118

**Exhibit B**

(Benefitted Property)

BEGINNING AT THE SOUTHWEST CORNER OF LOT OR PARCEL OF LAND NOW OR FORMERLY OWNED BY LAWTON DAILEY, WHICH APPEARS OF RECORD IN DEED BOOK 149, PAGE 212, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ST. JOHNS COUNTY, FLORIDA, RUN THENCE NORTH 35 DEGREES EAST 120 FEET, THENCE EAST 421 FEET, THENCE SOUTH 120 FEET, RUN THENCE WEST TO THE SOUTHWEST CORNER OF DAILEY'S LAND, WHICH IS THE POINT OF BEGINNING OF THIS DESCRIPTION AND BEING A PARCEL OF LAND 120 FEET BY 421 FEET OUT OF SAID DAILEY'S LAND AS DESCRIBED IN DEED BOOK 149, PAGE 212.



2016 Aerial Imagery  
November 20, 2018

### Moccasin Creek Lane Easement Agreement

Land Management  
Systems  
Real Estate  
Division  
(904) 209-0790

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 herein.

