

RESOLUTION NO. 2019- 17

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH REPLACING A WATER MAIN LOOP CONNECTING WATER SERVICE BETWEEN MATANZAS CIRCLE AND SAN RAFAEL WAY.**

**RECITALS**

**WHEREAS**, the St. Johns County Utility Department is preparing to replace a water main loop between Matanzas Circle and San Rafael Street; and

**WHEREAS**, a property owner 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 replacement of a water line connecting water service between Matanzas Circle and San Rafael Way; and

**WHEREAS**, the 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; and

**WHEREAS**, it is in the best interest of the County to accept this Easement for Utilities 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 is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 15 day of January, 2019.

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

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

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

**RENDITION DATE** 1/17/19

Pam Halterman  
Deputy Clerk

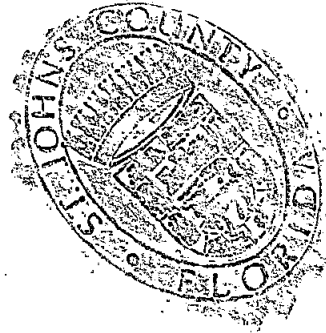


EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 14<sup>th</sup> day of December, 2018 by **DANIEL A. MOWREY** and **HEATHER M. MOWREY**, a married couple, with an address of 24 Marilyn Avenue, St. Augustine, Florida 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 distribution 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.

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 as of the day and year first above written.

Signed, sealed and delivered

In the presence of:

Alexie Windish  
Witness Signature

Alexine Windish  
Print Name

Margo Greer  
Witness Signature

Margo Greer  
Print Name

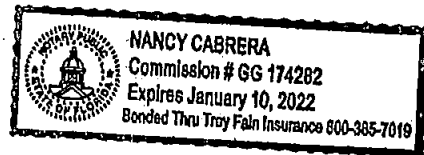
By: Heather M. Mowrey

Print Name: Heather M. Mowrey

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2018, by Heather M. Mowrey who is personally known to me or has produced \_\_\_\_\_ as identification.

Nancy Cabrera  
Notary Public



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered

In the presence of:

Alexine Windish  
Witness Signature

Alexine Windish  
Print Name

[Signature]  
Witness Signature

Margo Geer  
Print Name

By: [Signature]  
Print Name: Daniel A. Mowrey

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2018, by Daniel A. Mowrey who is personally known to me or has produced \_\_\_\_\_ as identification.

Nancy Cabrera  
Notary Public

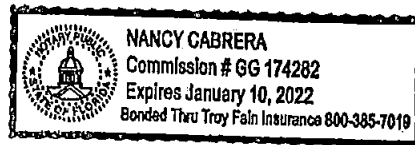


EXHIBIT "A"  
EASEMENT AREA

15 FOOT UTILITY EASEMENT

A PART OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHN'S COUNTY FLORIDA, AND BEING A PART OF OFFICIAL RECORDS 4393, PAGE 269 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 9, EL GRANADA SUBDIVISION-UNIT 2, AS RECORDED IN MAP BOOK 14, PAGES 84 AND 85, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE SOUTH 05°46'54" EAST A DISTANCE OF 24.49 FEET; THENCE NORTH 89°13'06" EAST, A DISTANCE OF 121.84 FEET; THENCE SOUTH 71°16'38" EAST A DISTANCE OF 33.18 FEET; THENCE SOUTH 00°51'39" EAST, ALONG THE WEST LINE OF BARCELONA PARK, AS RECORDED IN MAP BOOK 8, PAGE 97 OF AFOREMENTIONED PUBLIC RECORDS, A DISTANCE OF 15.92 FEET; THENCE NORTH 71°16'38" WEST A DISTANCE OF 35.94 FEET; THENCE SOUTH 89°13'06" WEST, A DISTANCE OF 133.01 FEET; THENCE NORTH 05°46'54" WEST, A DISTANCE OF 39.55 FEET; THENCE NORTH 89°13'06" EAST, ALONG THE SOUTH LINE OF AFOREMENTIONED EL GRANADA SUBDIVISION, A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 2910 SQUARE FEET, MORE OR LESS.

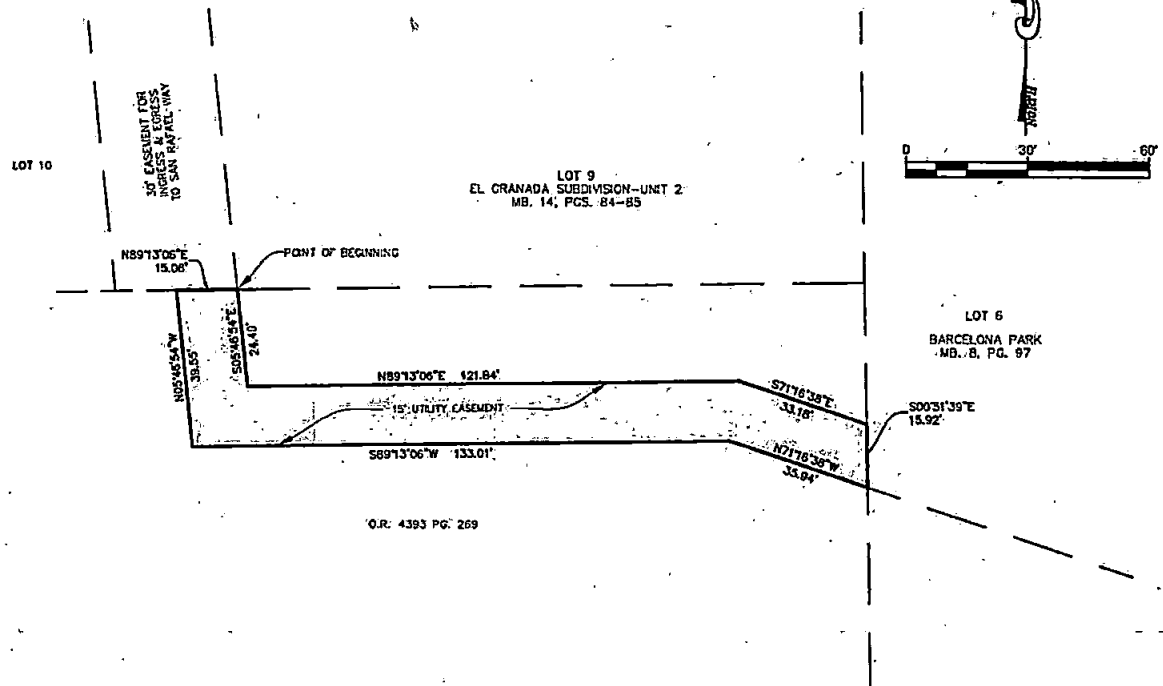
MAP SHOWING A SKETCH OF DESCRIPTION OF  
 A PORTION OF SECTION 28,  
 TOWNSHIP 7 SOUTH, RANGE 30 EAST,  
 ST. JOHNS COUNTY, FLORIDA.  
 FOR: ST. JOHNS COUNTY UTILITY DEPARTMENT

**SURVEYORS 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 DISTRIBUTIONS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATA 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 2010.

**LEGEND:**

- MB. MAP BOOK  
 O.R. OFFICIAL RECORDS  
 PG.(S) PAGE(S)



**AMENDMENTS:**

*Patricia Gail Oliver*  
 PATRICIA GAIL OLIVER,  
 P.S.M. NO. 4564  
 PROFESSIONAL SURVEYOR  
 AND MAPPER

SAN RAFAEL WAY

SKETCH OF DESCRIPTION



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
 SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW  
 ST. AUGUSTINE, FLORIDA 32084

Phone: (904) 209-0770 Email: goliver@sjcfl.us

DRAWN BY: C.RILEY  
 FILE NUMBER: S-874 C

SHEET NO. 1  
 OF 1



EXHIBIT "B" TO RESOLUTION

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

Utility Department

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INTEROFFICE MEMORANDUM

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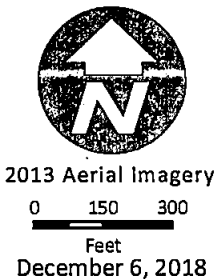
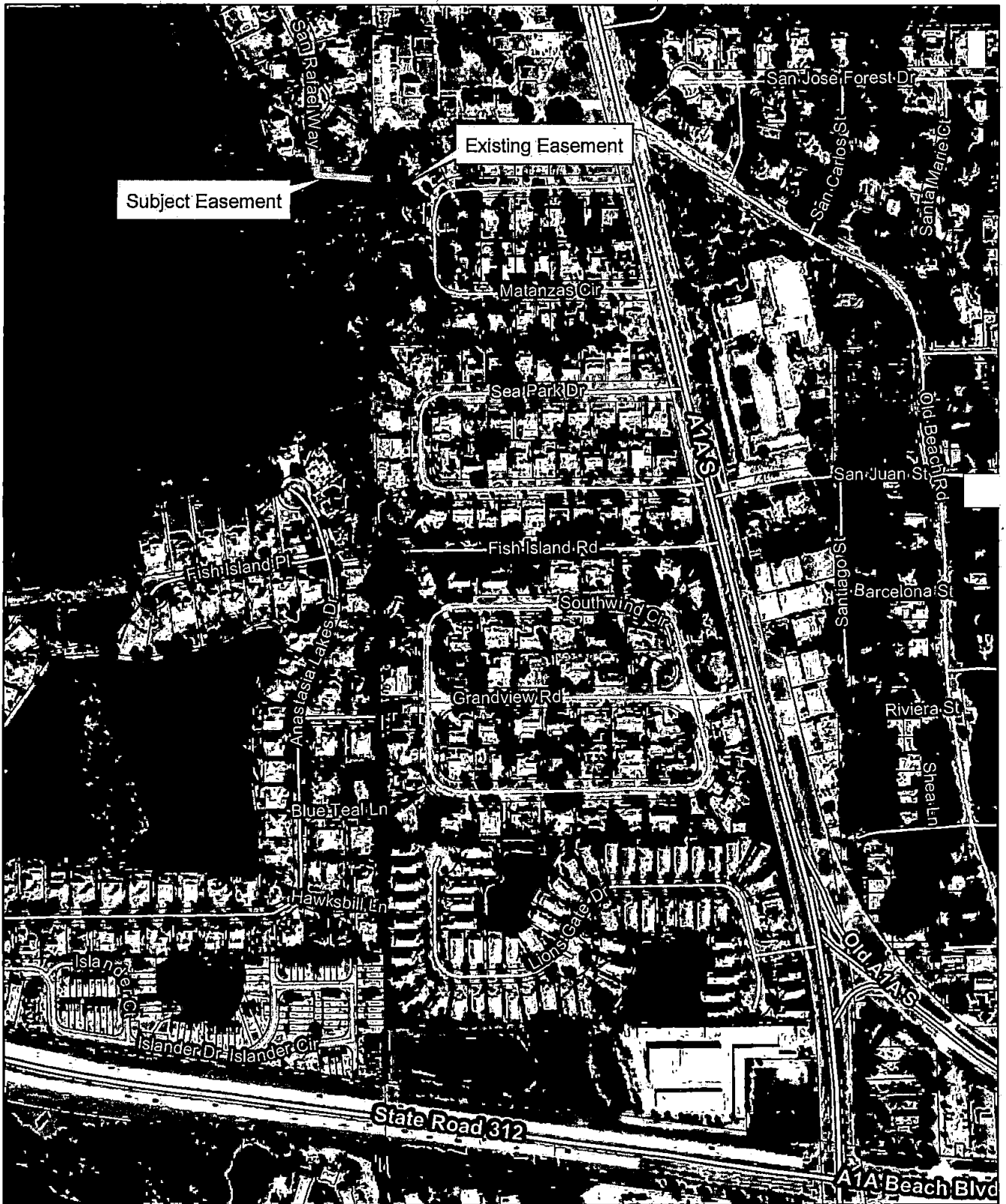
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TO: Sheri Lewis, Real Estate Coordinator  
FROM: Larry Miller, Chief Engineer - Development  
SUBJECT: San Rafael Way Easement for Utilities  
DATE: December 6, 2018

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

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.



## Easement for Utilities

### *San Rafael Way*

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.

