

RESOLUTION NO. 2021- 10

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR FUTURE HIGH SCHOOL HHH A/K/A TOCOI CREEK HIGH SCHOOL TO BE LOCATED OFF INTERNATIONAL GOLF PARKWAY.

RECITALS

WHEREAS, The School Board of St. Johns County, Florida has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof; and

WHEREAS, this Easement was given in connection with Future High School HHH a/k/a Toco Creek High School to be located off International Golf Parkway; 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.

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 19 day of January, 2021.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Vice Chairman

RENDITION DATE 1/21/21

ATTEST:
Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Sam Hatter
Deputy Clerk



EXHIBIT "A" TO RESOLUTION

Prepared By:
St. Johns County
Land Management Systems
500 San Sebastian View
St. Augustine, Florida 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 8th day of December, 2020 by **THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 40 Orange Street, St. Augustine, Florida 32084, 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, alienate, 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 system, gravity sewer collection system, lift stations & sewer force mains, reuse 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.

(b) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from

and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse 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 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.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first above written.

WITNESSES

Signed in the Presence Of:

Signature: Miriam Testasceea

Print Name: Miriam Testasceea

Signature: Sarah Wilcox

Print Name: Sarah Wilcox

Signature: Victoria Davenport

Print Name: Victoria Davenport

Signature: Carlisa Whittier

Print Name: Carlisa Whittier

GRANTOR:

THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA

By: Patrick Canan
Patrick Canan

As its: Board Chair

ATTEST:

By: James Forson
James Forson

As its: Superintendent

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 8th day of December, 2020 by **Patrick Canan** and **James Forson**, as **Board Chair** and **Superintendent**, respectively, of **THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA**, on behalf of the board. They are personally known to me; or have produced _____, as identification.

Notary Seal:



Gina Fallica
Notary Public

EXHIBIT "A"

EASEMENT AREA

THE SOUTHEAST 20.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY AS RECORDED IN OFFICIAL RECORDS BOOK 4778, PAGES 341-344:

A PARCEL OF LAND LYING IN SUBSECTIONS 6 & 7, SECTION 38, (ANTONIO HEURTAS GRANT), TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SUBSECTION 7; THENCE SOUTH $72^{\circ} 06'39''$ EAST, ALONG THE DIVISION LINE BETWEEN SAID SUBSECTION 7 AND SUBSECTION 10, 274.78' TO THE NORTHWESTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY (A RIGHT OF WAY OF VARYING WIDTH); THENCE NORTH $50^{\circ}38'12''$ EAST, ALONG SAID RIGHT OF WAY LINE, 720.63' TO THE NORTHERLY LINE OF LANDS OWNED BY ST. JOHNS COUNTY SCHOOL BOARD, MILL CREEK SCHOOL, AS RECORDED IN OFFICIAL RECORDS BOOK 864, PAGE 1536 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH $53^{\circ}51'03''$ WEST, ALONG SAID NORTHERLY LINE, 19.62'; THENCE NORTH $50^{\circ}38'12''$ EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 72.30' TO THE POINT OF BEGINNING; THENCE NORTH $53^{\circ}51'03''$ WEST, 70' NORTH OF AND PARALLEL TO THE NORTHERLY LINE OF NINE MILE SCHOOL, 1500.00'; THENCE NORTH $16^{\circ}22'38''$ EAST, 931.60' TO THE SOUTHWEST CORNER OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2854, PAGE 592; THENCE SOUTH $49^{\circ}05'01''$ EAST, ALONG THE SOUTHWESTERLY SIDE OF SAID PARCEL, 461.36' TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE NORTH $40^{\circ}54'59''$ EAST, ALONG THE SOUTHEAST LINE, 387.80' TO AN ANGLE POINT IN SAID SOUTHEAST LINE; THENCE NORTH $35^{\circ}19'26''$ EAST, ALONG SAID SOUTHEAST LINE, 196.57'; THENCE NORTH $48^{\circ}15'35''$ WEST, ALONG THE NORTHEAST LINE OF LAST MENTIONED PARCEL, 270.65' TO ANGLE POINT IN SAID NORTHEAST LINE; THENCE SOUTH $81^{\circ}17'29''$ WEST, ALONG THE NORTH LINE OF SAID PARCEL, 264.88'; THENCE NORTH $22^{\circ}36'29''$ EAST, 450.56' TO SOUTHERLY RIGHT OF WAY LINE OF A PROPOSED COUNTY ROAD (A RIGHT OF WAY OF VARYING WIDTH), SAID POINT LYING IN A CURVE BEING CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2703.50', DELTA OF $02^{\circ}36'36''$ AND ARC LENGTH OF 123.15'; THENCE SOUTH $52^{\circ}49'02''$ EAST, ALONG THE CHORD OF SAID CURVE, 123.14'; THENCE SOUTH $54^{\circ}07'20''$ EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1013.12' TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11334.98', DELTA OF $05^{\circ}50'11''$ AND ARC LENGTH OF 1154.61'; THENCE SOUTH $51^{\circ} 12'15''$ EAST, ALONG THE CHORD OF SAID CURVE, 1154.11'; THENCE SOUTH $01^{\circ}19'09''$

WEST, 32.37' TO THE AFOREMENTIONED NORTHWESTERLY RIGHT OF WAY LINE OF INTERNATIONAL GOLF PARKWAY; THENCE SOUTH 50°38'12" WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, 1674.90' TO THE POINT OF BEGINNING.

LESS & EXCEPT A PARCEL DESCRIBED AS POND "A" RECORDED IN OFFICIAL RECORDS BOOK 2650, PAGE 259, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THIS PROPERTY IS A PORTION OF THE PROPERTY DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3664, PAGE 1576, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

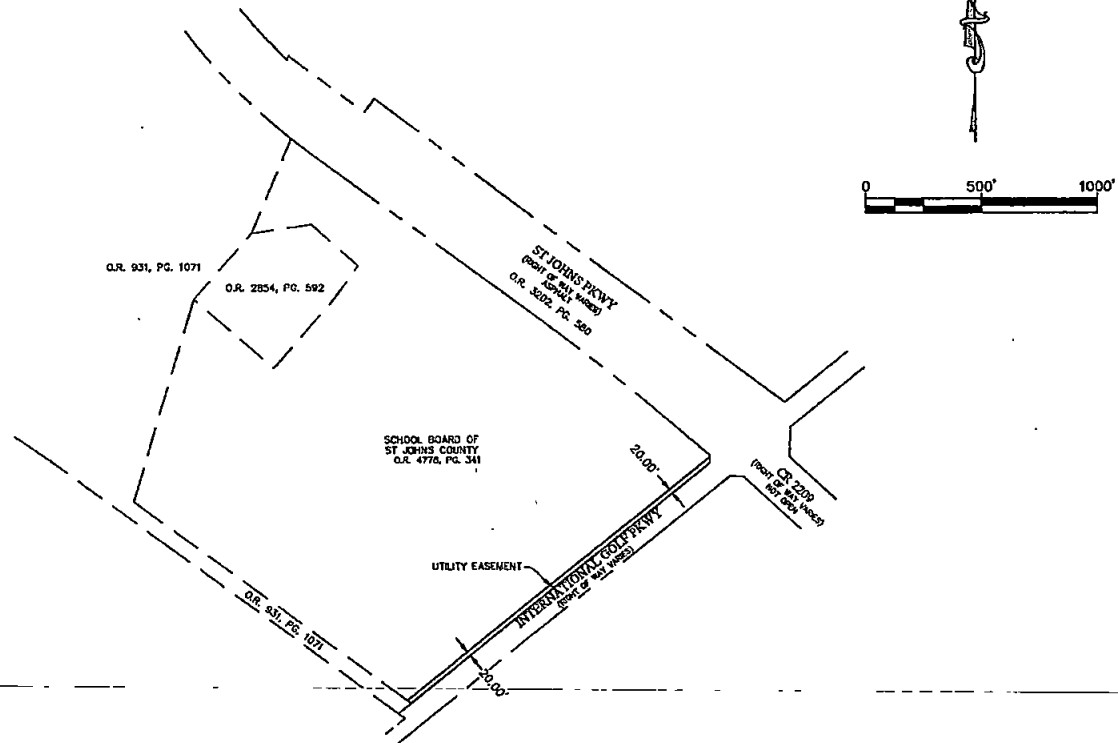
MAP SHOWING A SKETCH OF DESCRIPTION OF
 A PORTION OF ANTONIO HUERTAS GRANT, SUBSECTION 7, SECTION 38,
 TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY FLORIDA
 FOR: ST. JOHNS COUNTY UTILITIES DIVISION

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND 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 THIS 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 JANUARY 2019.

LEGEND

- RIGHT OF WAY LINE
- O.R. OFFICIAL RECORDS
- PG. PAGE



HIGH SCHOOL HHH - UTILITY EASEMENT

SKETCH OF DESCRIPTION
 DATE OF SKETCH: SEPTEMBER 24, 2020



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084

PATRICIA GAIL OLIVER P.S.M. NO. 4564
 Phone (904) 209-0770 Email: goliver@sjcfl.us

DRAWN BY: J.MANNING

FILE NUMBER: S-1115

SHEET NO. 1

OF 1



EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

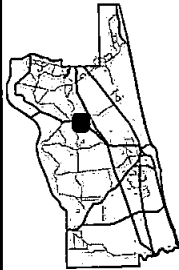
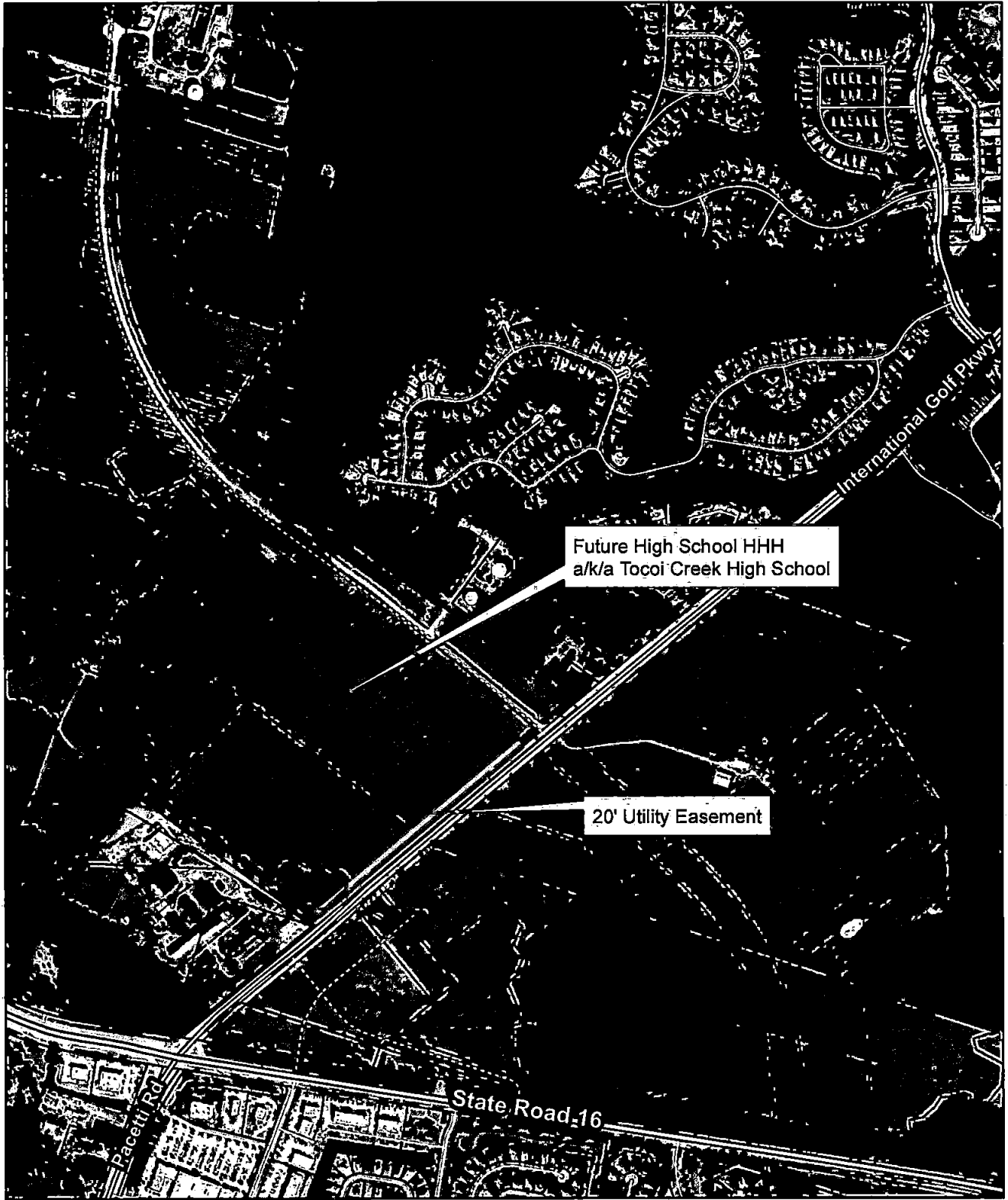
INTEROFFICE MEMORANDUM


TO: Sheri Lewis, Real Estate Coordinator
FROM: Larry Miller, Chief Engineer - Development
SUBJECT: High School HHH @ International Golf Parkway
DATE: October 23, 2020

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

After acceptance by the 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.




 2016 Aerial Imagery
 0 250 500
 Feet
 October 23, 2020

Easement for Utilities
*Future High School HHH
 a/k/a Toci Creek High School*

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.

