

RESOLUTION NO. 2021- 102

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ACCEPTING AN EASEMENT FOR UTILITIES FROM JAI AMBAJI CORPORATION FOR RELOCATION OF SEWER LINES AT THE STATE ROAD 16 AND INTERSTATE 95 INTERCHANGE.**

**RECITALS**

**WHEREAS**, Jai Ambaji Corporation, as Trustee of the State Road-16 Easement Land Trust, 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 relocation of sewer lines at the State Road 16 and Interstate 95 interchange; and

**WHEREAS**, the Florida Department of Transportation (Department), is currently preparing to undertake a project which involves constructing, reconstructing, or otherwise changing a public road. The Department project is identified as SR16 @ SR9 (I-95) Interchange Improvements with construction expected to begin September 2021. As a result of the Department project, the St. Johns County Utility Department will be relocating significant portions of the existing sewer lines located within the Southside right-of-way of SR16 @ SR9 (I-95) Interchange project; and

**WHEREAS**, it is in the best interest of the County to acquire 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 20<sup>th</sup> day of April, 2021.

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

By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

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

By: Yvonne King  
Deputy Clerk

**RENDITION DATE APR 22 2021**

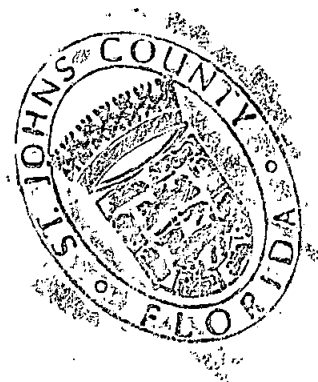


EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 15<sup>th</sup> day of March, 2021 by **JAI AMBAJI CORPORATION**, a Florida corporation, as Trustee of the State Road 16 Easement Land Trust, dated August 30, 2019, with an address of 1300 N. Ponce De Leon Boulevard, St. Augustine, FL 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 gravity sewer collection system, owned by Grantee, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground 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 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 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. GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines owned by Grantee 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. Any customers connected to the service lateral, or customers subject to a previous agreement between the customer and Grantor, shall be responsible for the maintenance, repair and/or replacement of such sewer laterals. Grantee shall not be responsible for future road repairs due to maintenance, repair and/or replacement of sewer laterals.

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, and 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. Grantee, at its sole cost and expense, shall demolish and reconstruct the existing access road, including the subgrade, from the right-of-way entrance of State Road 16 to the first entrance into the Discount Tire located at 2449 State Road 16, St. Augustine, Florida, approximately 10,330 square feet. Grantee, at its sole cost and expense, shall reconstruct the access road, including mill and overlay only, the area from the first entrance into the Discount Tire to just past the second entrance into Discount

Tire, approximately 4,000 square feet. Grantee shall not assume ownership of the road, including future maintenance, repair, replacement, or improvement responsibilities of the access road once restoration has been completed.

5. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

6. 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:

Carla E Jones  
Witness Signature

Carla E Jones  
Print Name

[Signature]  
Witness Signature

Samuel L. Starks Jr  
Print Name

By: [Signature]

Print Name: Ameet Patel

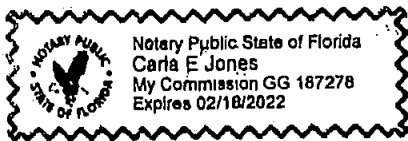
Its: President

STATE OF FL  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18 day of March, 2021, by Ameet Patel, on behalf of Ameet Patel, who is personally known to me or has produced Drivers License as identification.

(Notary Seal)

Notary Public: Carla E Jones  
My Commission Expires: 2/18/2022



Signed, sealed and delivered  
in the presence of:

**ST. JOHNS COUNTY, FLORIDA,**  
A political subdivision of the State of Florida

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

By: \_\_\_\_\_  
Hunter S. Conrad  
County Administrator

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

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

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by Hunter S. Conrad as  
County Administrator for St. Johns County who is personally known to me.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

By: \_\_\_\_\_  
Deputy Clerk

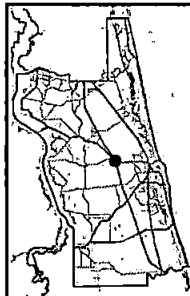
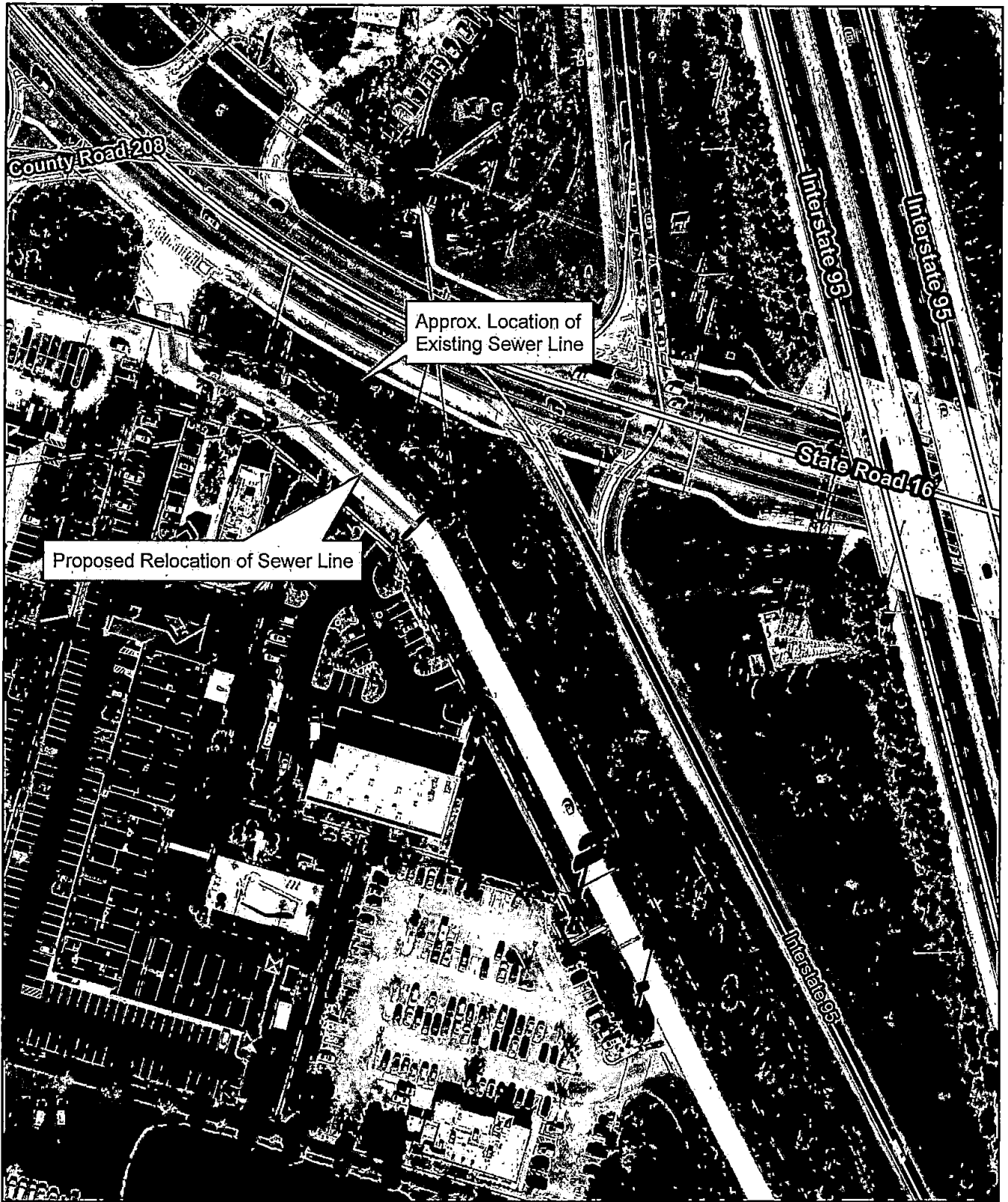
EXHIBIT "A"

EASEMENT AREA

AN EASEMENT SITUATED WITHIN SECTION 6 & 7, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF A NON-EXCLUSIVE ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3642 PAGES IO 11 THROUGH IO 15 OF ST JOHNS COUNTY CLERK, AND BEING SITUATED ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 208, ALSO BEING THE POINT OF BEGINNING; THENCE, S 73° 56' 34" E ALONG SAID SOUTH RIGHT OF WAY LINE, 30.00 FEET; THENCE, S 53° 40' 20" E, 40.81 FEET; THENCE, S 68° 16' 52" E, 59.41 FEET TO A LINE BEING 20 FEET SOUTHWESTERLY AND RUNNING PARALLEL WITH SAID INTERSTATE 95 RIGHT OF WAY THE FOLLOWING 2 CALLS; (1) THENCE, S 49° 25' 03" E, 181.48 FEET; (2) THENCE, S 27° 14' 59" E, 180.00 FEET; THENCE, S 62° 45' 01" W DEPARTING SAID RIGHT OF WAY, 46.00 FEET TO THE SOUTH LINE OF SAID NON-EXCLUSIVE EASEMENT, THE FOLLOWING 3 CALLS; (1) THENCE, N 27° 14' 59" W, 170.99 FEET; (2) THENCE, N 49° 25' 03" W, 162.48 FEET; (3) THENCE, N 73° 56' 34" W, 117.61 FEET TO THE WEST LINE OF SAID NON-EXCLUSIVE EASEMENT; THENCE, N 16° 14' 10" E ALONG SAID WEST LINE, 66.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,890 SF, MORE OR LESS.



2016 Aerial Imagery  
 0 50 100  
 Feet  
 March 26, 2021

### Easement for Utilities

*Jai Ambaji Corporation,  
 Trustee of the  
 State Road 16  
 Easement Land Trust,*

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 herein.

