

RESOLUTION NO. 2021- 204

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE WATER SYSTEM TO SERVE 6720 STATE ROAD 16.

RECITALS

WHEREAS, certain property owners have executed and presented to the County an Easement for Utilities associated with the water system to serve 6720 State Road 16, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; 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's 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.

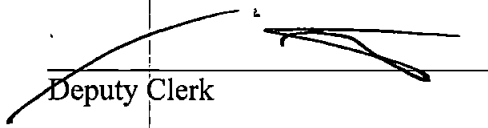
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 18 day of May, 2021.

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

By: 
Jeremiah R. Blocker, Chair

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


Deputy Clerk

RENDITION DATE 5/20/21



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of April, 2021
by Marcelo Ferreira De Costa & Rachel Da Costa with an address of
6720 S.R-16 Lot, St. Aug, FL 32092, 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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 water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines 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.

Rachel Da Costa - Rachel Da Costa 4/16/2021
Marcelo Ferreira da Costa - MARCELO FERREIRA - DA COSTA 4/16/2021

Signed, sealed and delivered
In the presence of:

Carman Beese
Witness Signature

Carman Beese
Print Name

Joyce Li
Witness Signature

Jingia Li
Print Name

By: _____

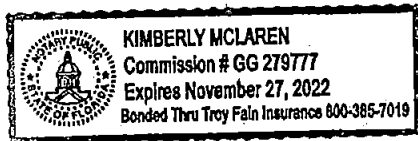
Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of April, ~~2020~~, by 2021 as

_____ for _____



Kimberly McLaren
Notary Public
My Commission Expires: 11/27/2022

Personally Known or Produced Identification
Type of Identification Produced FLDL

Exhibit "A"

A PART OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF HUNTERS RUN, AS RECORDED. IN MAP BOOK 18, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE N.83°01'30"E., ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 130.89 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE N.83°01'30"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 130.89 FEET TO AN INTERSECTION WITH THE CENTERLINE OF A 30 FOOT DOT DRAINAGE EASEMENT, AS RECORDED IN DEED BOOK 227, PAGE 543 OF SAID PUBLIC RECORDS; THENCE N.06°58'30"W., ALONG THE CENTERLINE OF SAID DOT DRAINAGE EASEMENT, A DISTANCE OF 333.00 FEET; THENCE S.83°01'30"W. A DISTANCE OF 130.89 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS AS DESCRIBED AS EXHIBIT "A" OF OFFICIAL RECORDS VOLUME 808, PAGE 1732 OF SAID ST. JOHNS COUNTY; THENCE S.06°58'30"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 333.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES MORE OR LESS.

Exhibit "B"

A PART OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF HUNTERS RUN, AS RECORDED IN MAP BOOK 18, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE N.83°01'30"E., ALONG THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 16 (A 66 FOOT RIGHT OF WAY AS NOW ESTABLISHED), A DISTANCE OF 130.89 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE N:83°01'30"E., ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 130.89 FEET TO AN INTERSECTION WITH THE CENTERLINE OF A 30 FOOT DOT DRAINAGE EASEMENT, AS RECORDED IN DEED BOOK 227, PAGE 543 OF SAID PUBLIC RECORDS; THENCE N.06°58'30"W., ALONG THE CENTERLINE OF SAID DOT DRAINAGE EASEMENT, A DISTANCE OF 333.00 FEET; THENCE S.83°01'30"W. A DISTANCE OF 130.89 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS AS DESCRIBED AS EXHIBIT "A" OF OFFICIAL RECORDS VOLUME 808, PAGE 1732 OF SAID ST. JOHNS COUNTY; THENCE S.06°58'30"E. ALONG SAID WESTERLY LINE, A DISTANCE OF 333.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES MORE OR LESS.

Exhibit "B" 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: 6720 State Road 16
DATE: April 21, 2021

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of 6720 State Road 16.

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.



2019 Aerial Imagery
 0 135 270 540
 Feet
 Date: 4/23/2021

Easement for Utilities
 6720 State Road 16

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.

