

RESOLUTION NO. 2021- 249

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR HIS DESIGNEE, TO JOIN IN THE EXECUTION OF TWO EASEMENTS FOR UTILITIES AND ACCEPT A TEMPORARY CONSTRUCTION EASEMENT FOR A WATER MAIN EXTENSION FROM STATE ROAD 207 DOWN TO STATE ROAD 206.

RECITALS

WHEREAS, property owners have executed and presented to the County two (2) Easements for Utilities and a Temporary Construction Easement, attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C," incorporated by reference and made a part hereof; and

WHEREAS, due to the rapid growth in the County, the St. Johns County Utility Department is preparing to extend a water main from State Road 207 down to State Road 206, along the west side of I-95 in an effort to increase the volume of water to the service area east of I-95 and subsequently help reduce pressure at the CR 214 Mainland Water Treatment Plant. Construction is anticipated to begin August 2021; and

WHEREAS, the extension of this water main will provide system redundancy and enhance hydraulics and fire flows to existing customers within the County's southern service area. This water main will also provide a convenient point of connection for property owners and/or other customers located along this route; and

WHEREAS, it is in the best interest of the County to join in the execution of the two Easements for Utilities and accept the Temporary Construction Easement 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 Easements for Utilities and Temporary Construction Easement, attached and incorporated hereto, are accepted by the Board of County Commissioners and the County Administrator, or his designee, is authorized to execute the Easements on behalf of the County.

Section 3. To the extent that there are typographical, scriveners 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 Easements for Utilities and Temporary Construction Easement in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 15th day of June, 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: *Robin L. Blaylock*
Deputy Clerk

RENDITION DATE JUN 17 2021



EXHIBIT "A" TO RESOLUTION

Prepared By:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2021 by **FIRST COAST FSC LAND AND TIMBER LLC**, a Delaware limited liability company, with an address of 7643 Gate Parkway, Suite 104-334, Jacksonville, FL 32256, 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 and No/100 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 transmission system, 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 over such Easement Area as may be necessary to access the Easement Area for the use and enjoyment of the easement herein granted. This easement is for water and 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, its successors and assigns for the purposes aforesaid. Said Grantor has the organizational authority to grant said easement and will defend the same against the lawful claims of those claiming by, through or under Grantor, but against none other.

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 unreasonably 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 at no less than three feet 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 with a small footprint 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. The underground Utility Lines and Associated Equipment will be installed at a depth and in such a manner that permits heavy trucks, including logging trucks, and bulldozers to cross the easement without damage to the underground utilities. Grantee expressly exculpates Grantor from any liability for damage caused by surface vehicles and equipment. Grantee shall be responsible for (i) clearing the Easement Area, (ii) removing all roots and debris from the Easement Area, and (iii) periodic mowing of the Easement Area. Without the written consent of the other, neither Grantor nor Grantee shall plant anything (other than grass, hay or similar ground covers) in the Easement Area.

(c) The easement granted by this instrument may be relocated to a location reasonably 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 agricultural, residential, commercial or other non-agricultural improvements hereafter constructed upon the adjacent property.

2. (a) **WATER SYSTEM** - The Grantee shall maintain in good and working order all water mains and other elements of the water transmission and distribution system up to and including the water meter or meters. Grantee shall provide Grantor the ability to tap into and utilize the water lines.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain in good and working order the sewer force mains located within the Easement Area in good working order. Grantee shall provide Grantor the ability to tap into and utilize the sewer force mains.

(c) **REUSE SYSTEM** - Grantee shall maintain in good and working order all reuse mains and other elements of the reuse transmission and 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 improvement 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, including grassing of the disturbed areas. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. Grantee shall commence construction of the water lines within six (6) months from the date hereof, and shall complete its installation of the water lines on or before two (2) years from the date hereof, or this Easement shall terminate in its entirety and be of no further force and effect.

5. Nothing in this Easement for Utilities shall be construed as a waiver of any fees or charges on the part of Grantee, including, but not limited to, unit connection fees or service charges.

6. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns. By acceptance of this Easement, Grantee agrees to the terms, conditions and agreements hereof.

7. 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.

[End of page. Next Page is Signature Page]

Signature page to
Easement for Utilities

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness Signature

Johana B Carey
Print Name

[Signature]
Witness Signature

Daven Links
Print Name

STATE OF Georgia
COUNTY OF MACON

FIRST COAST FSC LAND
AND TIMBER LLC

By: [Signature]

Print Name: Dennis L Carey

Title: Authorized Signatory

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 26 day of May, 2021, by Dennis L. Carey, who is authorized Signatory of First Coast FSC Land and Timber LLC, a Delaware limited liability company, on behalf of said company. Such person is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

*Signature page to
Easement for Utilities*

IN WITNESS WHEREOF, St. Johns County has accepted and agreed to this Easement for Utilities.

Signed, sealed and delivered
In the presence of:

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

Witness Signature

By: _____
Hunter S. Conrad
County Administrator

Print Name

Witness Signature

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

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

Deputy Clerk

EXHIBIT "A"

EASEMENT AREA

A 30-FOOT WIDE UTILITY EASEMENT FOR WATER, SEWER AND REUSE LINES LYING IN SECTIONS 26 AND 35, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, AND LYING WESTERLY OF AND ADJACENT TO STATE ROAD NO. 9 (INTERSTATE 95), BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4854, PAGE 472, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE MOST SOUTHERLY POINT OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS 2609, PAGE 717, PARCEL TWO, SAID PUBLIC RECORDS; SAID POINT LYING ON THE EASTERLY LINE OF SECTION 27, SAID TOWNSHIP AND RANGE, JUST MENTIONED EASTERLY LINE BEING THE SAME AS THE WESTERLY LINE OF AFOREMENTIONED SECTION 26, TOWNSHIP 8 SOUTH, RANGE 29 EAST; THENCE NORTH 00°27'08" WEST, ALONG THE MOST SOUTHERLY LINE OF JUST MENTIONED EXISTING EASEMENT, AND JUST MENTIONED WESTERLY LINE OF SECTION 26, 62.52 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROAD NO. 9 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78080-2443; THENCE SOUTH 19°06'50" EAST, ALONG JUST MENTIONED WESTERLY RIGHT OF WAY LINE, 8,826.64 FEET TO THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 4860, PAGE 56, SAID PUBLIC RECORDS; THENCE NORTH 89°06'21" WEST, ALONG SAID NORTHERLY LINE, 31.93 FEET TO A POINT THAT LIES 30 FEET WESTERLY (WHEN MEASURED AT RIGHT ANGLES), TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9; THENCE NORTH 19°06'50" WEST, ALONG A LINE 30 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES) AND PARALLEL, TO SAID WESTERLY RIGHT OF WAY OF STATE ROAD NO. 9, 8,726.89 FEET TO THE AFOREMENTIONED WESTERLY LINE OF SECTION 26; THENCE NORTH 00°27'08" WEST, ALONG JUST MENTIONED SECTION LINE, 31.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS ARE SUBJECT TO AN FPL EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3108, PAGE 130, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA.

SAID PARCEL CONTAINS 6.04 ACRES MORE OR LESS.

**MAP SHOWING SKETCH AND DESCRIPTION OF A
30' WIDE UTILITY EASEMENT FOR WATER, SEWER & REUSE, LYING IN
SECTIONS 26 & 35, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY,
FLORIDA.**

FOR: ST JOHNS COUNTY UTILITY DEPARTMENT

DESCRIPTION:

A 30-FOOT WIDE UTILITY EASEMENT FOR WATER, SEWER AND REUSE LINES LYING IN SECTIONS 26 AND 35, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, AND LYING WESTERLY OF AND ADJACENT TO STATE ROAD NO. 9 (INTERSTATE 95), BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4854, PAGE 472, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE MOST SOUTHERLY POINT OF AN EXISTING UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS 2609, PAGE 717, PARCEL TWO, SAID PUBLIC RECORDS; SAID POINT LYING ON THE EASTERLY LINE OF SECTION 27, SAID TOWNSHIP AND RANGE, JUST MENTIONED EASTERLY LINE BEING THE SAME AS THE WESTERLY LINE OF AFOREMENTIONED SECTION 26, TOWNSHIP 8 SOUTH, RANGE 29 EAST; THENCE NORTH 00°27'08" WEST, ALONG THE MOST SOUTHERLY LINE OF JUST MENTIONED EXISTING EASEMENT, AND JUST MENTIONED WESTERLY LINE OF SECTION 26, 62.52 FEET TO THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROAD NO. 9 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTION 78080-2443; THENCE SOUTH 19°06'50" EAST, ALONG JUST MENTIONED WESTERLY RIGHT OF WAY LINE, 8,826.64 FEET TO THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 4860, PAGE 56, SAID PUBLIC RECORDS; THENCE NORTH 89°06'21" WEST, ALONG SAID NORTHERLY LINE, 31.93 FEET TO A POINT THAT LIES 30 FEET WESTERLY (WHEN MEASURED AT RIGHT ANGLES), TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9; THENCE NORTH 19°06'50" WEST, ALONG A LINE 30 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES) AND PARALLEL, TO SAID WESTERLY RIGHT OF WAY OF STATE ROAD NO. 9, 8,726.89 FEET TO THE AFOREMENTIONED WESTERLY LINE OF SECTION 26; THENCE NORTH 00°27'08" WEST, ALONG JUST MENTIONED SECTION LINE, 31.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS ARE SUBJECT TO AN FPL EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3108, PAGE 130, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA.

SAID PARCEL CONTAINS 6.04 ACRES MORE OR LESS.

ABBREVIATION LEGEND

STA. = STATION
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
R = RADIUS
O.R. = OFFICIAL RECORDS BOOK
PG = PAGE
CM = CONCRETE MONUMENT
PID# = PARCEL IDENTIFICATION NUMBER
LB = LICENSED BUSINESS

N: NORTHING } STATE PLANE
E: EASTING } COORDINATE SYSTEM

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE (901), AND ARE REFERENCED TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD No. 9 (INTERSTATE 95), SECTION 78080-2443, WPI No. 2148238, DATED 8/15/2000, AND ARE EXPRESSED IN U.S. SURVEY FEET.
3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.
4. NO ATTEMPT WAS MADE BY THIS SURVEYOR TO LOCATE ANY WETLAND JURISDICTIONAL AREAS ON THE SUBJECT PARCEL.
5. PID # INFORMATION FOR THE ADJOINERS AS SHOWN HEREON WAS TAKEN FROM ST. JOHNS COUNTY, PROPERTY APPRAISERS WEB SITE.

Pablo Ferrari, Florida PSM #5601
THIS SURVEY MEETS THE STANDARDS OF
PRACTICE FOR PROFESSIONAL SURVEYORS
AND MAPPERS PURSUANT TO CHAPTERS
5J-17.051 & 5J-17.052 F.A.C.

SHEET 1 OF 2

THIS SKETCH IS NOT VALID WITHOUT
SHEETS 1 THROUGH 2

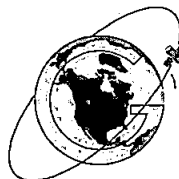
REVISION 1 - REVISED TYPOGRAPHIC ERROR - 04/29/2021, REV 2 - CORRECT SCRIBBLES ERROR

19-3040 SR 207 to Watson Rd. WMD/DWG 19-3040 ESMT_1.dwg, 5/21/2021 10:13:52 AM

GEOMATICS CORP.

SURVEYING-MAPPING-GPS
2804 N. FIFTH STREET, UNIT 101
ST. AUGUSTINE, FL 32084
PHONE (904) 824-3086 FAX (904) 824-5753

LICENSED BUSINESS
FLORIDA #6979 GEORGIA #899
SOUTH CAROLINA #3387 ALABAMA #794
NORTH CAROLINA COA #3752



PROJECT No: 19-3040-WM PH2 SEC 26 & 35
SURVEY DATE: 01-05-2021
CAD FILE: 19-3040 ESMT_1
CHECKED BY: PF
DRAWN BY: DC
FIELD WORK: N/A
FB: N/A PG.: N/A

EXHIBIT "B" TO RESOLUTION

Prepared By:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2021 by **SAINT AUGUSTINE 206 INTERCHANGE LLC**, a Delaware limited liability company, with an address of 7643 Gate Parkway, Suite 104-334, Jacksonville, FL 32256, 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 and No/100 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 transmission system, 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 over such Easement Area as may be necessary to access the Easement Area for the use and enjoyment of the easement herein granted. This easement is for water and 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, its successors and assigns for the purposes aforesaid. Said Grantor has the organizational authority to grant said easement and will defend the same against the lawful claims of those claiming by, through or under Grantor, but against none other.

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 unreasonably 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 at no less than three feet 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 with a small footprint 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. The underground Utility Lines and Associated Equipment will be installed at a depth and in such a manner that permits heavy trucks, including logging trucks, and bulldozers to cross the easement without damage to the underground utilities. Grantee expressly exculpates Grantor from any liability for damage caused by surface vehicles and equipment. Grantee shall be responsible for (i) clearing the Easement Area, (ii) removing all roots and debris from the Easement Area, and (iii) periodic mowing of the Easement Area. Without the written consent of the other, neither Grantor nor Grantee shall plant anything (other than grass, hay or similar ground covers) in the Easement Area.

(c) The easement granted by this instrument may be relocated to a location reasonably 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 agricultural, residential, commercial or other non-agricultural improvements hereafter constructed upon the adjacent property.

2. (a) WATER SYSTEM - The Grantee shall maintain in good and working order all water mains and other elements of the water transmission and distribution system up to and including the water meter or meters. Grantee shall provide Grantor the ability to tap into and utilize the water lines.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain in good and working order the sewer force mains located within the Easement Area in good working order. Grantee shall provide Grantor the ability to tap into and utilize the sewer force mains.

(c) REUSE SYSTEM - Grantee shall maintain in good and working order all reuse mains and other elements of the reuse transmission and 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 improvement 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, including grassing of the disturbed areas. To the extent permitted by law, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. Grantee shall commence construction of the water lines within six (6) months from the date hereof, and shall complete its installation of the water lines on or before two (2) years from the date hereof, or this Easement shall terminate in its entirety and be of no further force and effect.

5. Nothing in this Easement for Utilities shall be construed as a waiver of any fees or charges on the part of Grantee, including, but not limited to, unit connection fees or service charges.

6. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns. By acceptance of this Easement, Grantee agrees to the terms, conditions and agreements hereof.

7. 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.

[End of page. Next Page is Signature Page]

Signature page to
Easement for Utilities

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered.
In the presence of:

Witness Signature

Print Name

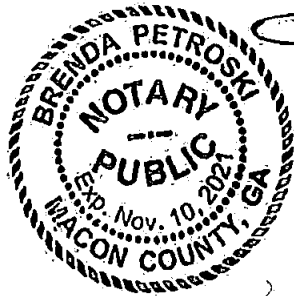
Deven Giles
Witness Signature

Print Name

STATE OF Georgia
COUNTY OF MACON

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 26th day of May, 2021, by Dennis L. Carey, who is Authorized Signatory of Saint Augustine 206 Interchange LLC, a Delaware limited liability company, on behalf of said company. Such person is personally known to me or has produced _____ as identification.

Brenda Petroski
Notary Public



*Signature page to
Easement for Utilities*

IN WITNESS WHEREOF, St. Johns County has accepted and agreed to this Easement for Utilities.

Signed, sealed and delivered
In the presence of:

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

Witness Signature

By: _____
Hunter S. Conrad
County Administrator

Print Name

Witness Signature

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

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

Deputy Clerk

EXHIBIT "A"

EASEMENT AREA

A 30-FOOT WIDE UTILITY EASEMENT FOR WATER, SEWER AND REUSE LINES LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, AND LYING WESTERLY OF AND ADJACENT TO STATE ROAD NO. 9 (INTERSTATE 95), BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4860, PAGE 56, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE MOST SOUTHEASTERLY POINT OF AN EXISTING FPL UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3108, PAGE 130 OF SAID PUBLIC RECORDS, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROAD NO. 9 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78080-2443; THENCE SOUTH 19°06'50" EAST, ALONG JUST MENTIONED WESTERLY RIGHT OF WAY LINE, 1,858.62 FEET; THENCE SOUTH 09°18'46" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, 552.89 FEET TO THE MOST NORTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2485, PAGE 1362 OF SAID PUBLIC RECORDS; THENCE SOUTH 64°52'10" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE NORTH LINE OF JUST MENTIONED LANDS, 31.18 FEET TO A POINT THAT LIES 30 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES) TO SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9; THENCE NORTH 09°18'46" WEST, ALONG A LINE 30 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES) AND PARALLEL TO JUST MENTIONED WESTERLY RIGHT OF WAY, 558.82 FEET; THENCE NORTH 19°06'50" WEST, CONTINUING ALONG SAID PARALLEL LINE, 1,866.97 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORENAMED FPL UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3108, PAGE 130; THENCE SOUTH 89°06'21" EAST, ALONG JUST MENTIONED SOUTHERLY LINE, 31.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.67 ACRES MORE OR LESS.

**MAP SHOWING SKETCH AND DESCRIPTION OF A
30' WIDE UTILITY EASEMENT FOR WATER, SEWER & REUSE, LYING IN SECTION
02, TOWNSHIP 09 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.
FOR: ST JOHNS COUNTY UTILITY DEPARTMENT**

DESCRIPTION:

A 30-FOOT WIDE UTILITY EASEMENT FOR WATER, SEWER AND REUSE LINES LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY FLORIDA, AND LYING WESTERLY OF AND ADJACENT TO STATE ROAD NO. 9 (INTERSTATE 95), BEING A PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 4860, PAGE 56, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE MOST SOUTHEASTERLY POINT OF AN EXISTING FPL UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3108, PAGE 130 OF SAID PUBLIC RECORDS, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF AFOREMENTIONED STATE ROAD NO. 9 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 78080-2443; THENCE SOUTH 19°06'50" EAST, ALONG JUST MENTIONED WESTERLY RIGHT OF WAY LINE, 1,858.62 FEET; THENCE SOUTH 09°18'46" EAST, CONTINUING ALONG SAID RIGHT OF WAY LINE, 552.89 FEET TO THE MOST NORTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2485, PAGE 1362 OF SAID PUBLIC RECORDS; THENCE SOUTH 64°52'10" WEST, DEPARTING SAID WESTERLY RIGHT OF WAY LINE, AND ALONG THE NORTH LINE OF JUST MENTIONED LANDS, 31.18 FEET TO A POINT THAT LIES 30 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES) TO SAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9; THENCE NORTH 09°18'46" WEST, ALONG A LINE 30 FEET WESTERLY OF (WHEN MEASURED AT RIGHT ANGLES) AND PARALLEL TO JUST MENTIONED WESTERLY RIGHT OF WAY, 558.82 FEET; THENCE NORTH 19°06'50" WEST, CONTINUING ALONG SAID PARALLEL LINE, 1,866.97 FEET TO A POINT ON THE SOUTHERLY LINE OF AFORENAMED FPL UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 3108, PAGE 130; THENCE SOUTH 89°06'21" EAST, ALONG JUST MENTIONED SOUTHERLY LINE, 31.93 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.67 ACRES MORE OR LESS.

ABBREVIATION LEGEND

STA. = STATION
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
R = RADIUS
O.R. = OFFICIAL RECORDS BOOK
PG = PAGE
CM = CONCRETE MONUMENT
PID# = PARCEL IDENTIFICATION NUMBER
LB = LICENSED BUSINESS

N: NORTHING } STATE PLANE
E: EASTING } COORDINATE SYSTEM

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON BASED ON THE FLORIDA STATE PLANE COORDINATES SYSTEM, EAST ZONE (901), AND ARE REFERENCED TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD No. 9 (INTERSTATE 95), SECTION 78080-2443, WPI No. 2148238, DATED 8/15/2000, AND ARE EXPRESSED IN U.S. SURVEY FEET.
3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.
4. NO ATTEMPT WAS MADE BY THIS SURVEYOR TO LOCATE ANY WETLAND JURISDICTIONAL AREAS ON THE SUBJECT PARCEL.
5. PID # INFORMATION FOR THE ADJOINERS AS SHOWN HEREON WAS TAKEN FROM ST. JOHNS COUNTY, PROPERTY APPRAISERS WEB SITE.

Pablo Ferrari, Florida PSM #5601
THIS SURVEY MEETS THE STANDARDS OF
PRACTICE FOR PROFESSIONAL SURVEYORS
AND MAPPERS PURSUANT TO CHAPTERS
5J-17.051 & 5J-17.052 F.A.C.

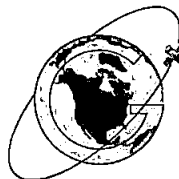
SHEET 1 OF 2

THIS SKETCH IS NOT VALID WITHOUT
SHEETS 1 THROUGH 2

GEOMATICS CORP.

SURVEYING-MAPPING-GPS
2804 N. FIFTH STREET, UNIT 101
ST. AUGUSTINE, FL 32084
PHONE (904) 824-3086 FAX (904) 824-5753

LICENSED BUSINESS
FLORIDA #6979 GEORGIA #939
SOUTH CAROLINA #3387 ALABAMA #794
NORTH CAROLINA COA #3752



PROJECT No: B-19-3040-WM PH2 SEC 02

SURVEY DATE: 01-05-2021

CAD FILE: 19-3040 ESMT_1

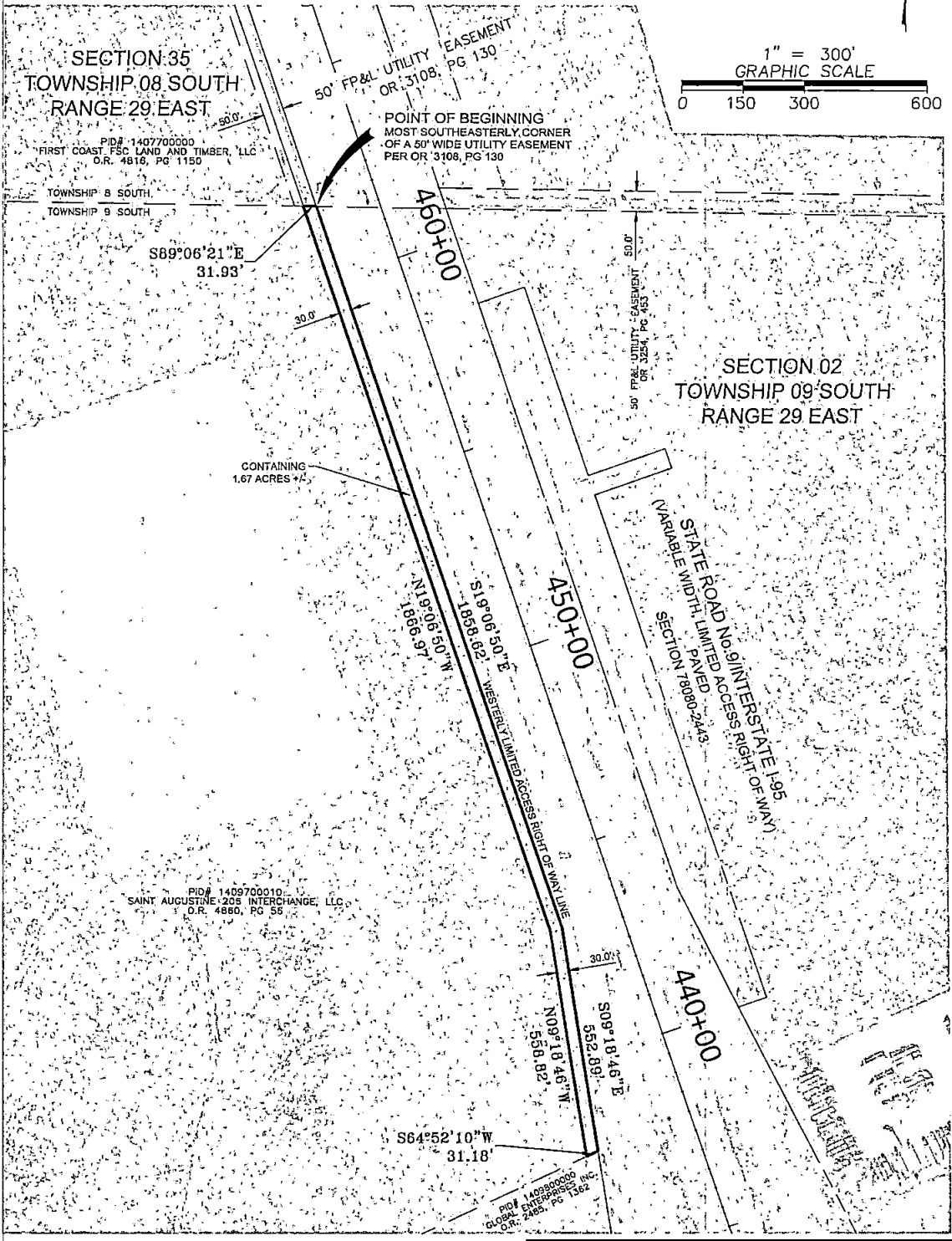
CHECKED BY: PF

DRAWN BY: DC

FIELD WORK: N/A

FB: N/A PG: N/A

MAP SHOWING SKETCH AND DESCRIPTION OF A
 30' WIDE UTILITY EASEMENT FOR WATER, SEWER & REUSE, LYING IN SECTIONS 02,
 TOWNSHIP 09 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.
 FOR: ST JOHNS COUNTY UTILITY DEPARTMENT



SHEET 2 OF 2

THIS SURVEY IS NOT VALID WITHOUT
 SHEETS 1 THROUGH 2

GEOMATICS CORP.
 SURVEYING—MAPPING—GPS
 2804 N. FIFTH STREET, UNIT 101
 ST. AUGUSTINE, FL 32084
 PHONE (904) 824-3086 FAX (904) 824-5753

LICENSED BUSINESS
 FLORIDA #6979 GEORGIA #339
 SOUTH CAROLINA #3387 ALABAMA #784
 NORTH CAROLINA COA #3752



EXHIBIT "C" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this _____ day of _____, 2021, by and between **SAINT AUGUSTINE 206 INTERCHANGE LLC**, with an address of 7643 Gate Parkway, Suite 104-334, Jacksonville, FL 32256 as Grantor and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, Grantee.

WITNESSETH, that for and in consideration of the sum of **\$10.00 (Dollars)** and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the Grantor hereby gives, grants, bargains and releases to the Grantee, a Temporary Construction Easement to enter upon and use the Grantor's property located in St. Johns County, Florida, described below, for staging and construction, together with non-exclusive rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use, occupancy or redevelopment of retail or commercial improvements constructed, or to be constructed, upon the property owned by Grantor. Grantee shall exercise the easement rights conveyed herein in a manner which are in accordance with applicable federal and state statutes, rules and regulations.

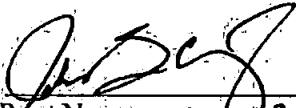
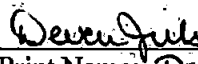
SEE EXHIBIT "A" ATTACHED HERETO

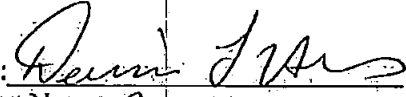
It is understood and agreed by the parties hereto that the rights granted herein shall terminate on the earlier of (i) the date that the project at this location and upon these premises is complete, or (ii) July 1, 2024. Grantee shall restore the property to its original condition when the project is complete or this easement terminates, including but not limited to, refilling any holes or trenches in a proper and workmanlike manner and 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. All such restoration shall be accomplished at Grantee's sole cost and expense.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in
Our presence as Witnesses:

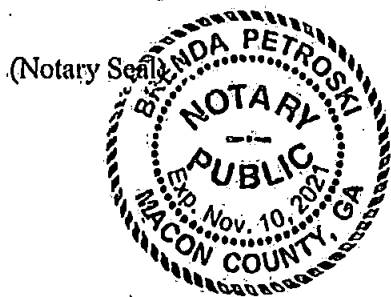
SAINT AUGUSTINE 206
INTERCHANGE LLC


Print Name: John Blaney

Print Name: Devin Jinks

By: 
Print Name: Dennis L. Carey
Its: Authorized Signatory

STATE OF Georgia
COUNTY OF Macon

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of May, 2021, by Dennis L. Carey, on behalf of Saint Augustine 206 Interchange LLC, who is personally known to me or has produced _____ as identification.




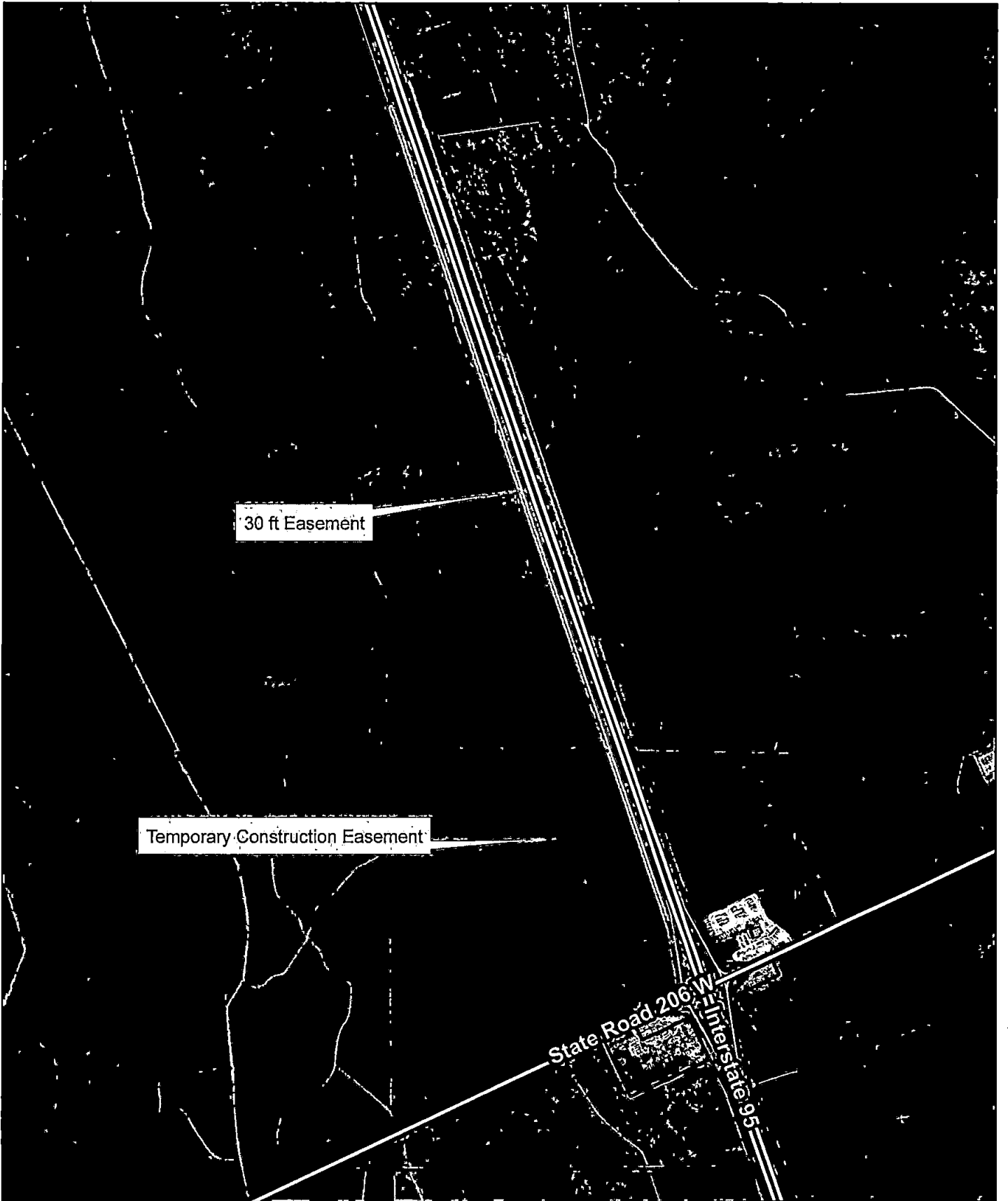
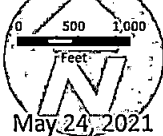
Notary Public 
My Commission Expires: 11/10/2021

EXHIBIT "A"

THAT CERTAIN LOGGING ROAD BEING PART OF SECTION 2,
TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA,
AND LYING WEST OF STATE ROAD NO. 9 (INTERSTATE 95), BEING A
PART OF PARCEL A OF THOSE LANDS AS DESCRIBED IN OFFICIAL
RECORDS BOOK 4860, PAGE 56, OF THE PUBLIC RECORDS OF SAID ST.
JOHNS COUNTY, FLORIDA.



2019 Aerial Imagery



May 24, 2021

Easement for Utilities and
Temporary Construction Easement
SR 207 Water Main Extension

Land Mngt. Systems
Real Estate Division
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.

