

RESOLUTION NO. 2021-363

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AND ACCEPTING AN EASEMENT FOR UTILITIES RELATED TO FUTURE CONSTRUCTION OF A WATER BOOSTER STATION AT COUNTY ROAD 208 AND AGRICULTURAL CENTER DRIVE.

RECITALS

WHEREAS, Resolution No. 2019-115 approved acquisition of a two (2) acre site for future construction of a water booster station at County Road 208 and Agricultural Center Drive to transport, store and boost potable water pressures in the Agricultural Center Drive area and the State Road 16 service corridor; and

WHEREAS, the owner of certain property located at County Road 208 and Agricultural Center Drive has presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for installation of water lines which will connect the new water booster station to existing infrastructure located along County Road 208; 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 here; and

WHEREAS, it is in the best interest of the public to acquire the property for the health and safety of the citizens of St. Johns County.

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.

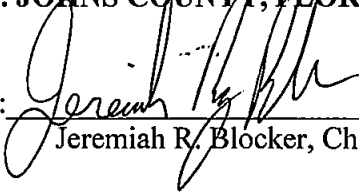
Section 2. The above-described Easement for Utilities, attached and incorporated hereto, is accepted by the Board of County Commissioners.

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 7 day of September, 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 9/9/21

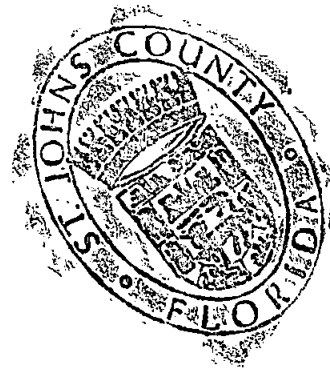


EXHIBIT "A" TO RESOLUTION

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2021 by **GABYE LEE USINA**, individually, and as surviving Trustee of the Charles R. Usina Living Trust dated September 12, 1992, with an address of P.O. Box 162, St. Augustine, FL 32085-0162, 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, 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) 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, 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. 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.

Signed, sealed and delivered
In the presence of:

[Signature]
Witness Signature

Charles Usina Jr
Print Name

By: Gabye Usina
Gabye Lee Usina, Individually, and as
Trustee of the Charles R. Usina Living
Trust dated September 12, 1992

[Signature]
Witness Signature

Sheri Lewis
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 13th day of August, 2021, by Gabye Lee Usina, who is personally known to me or has produced as identification.

(Notary Seal)

Notary Public: Sheri Lewis
My Commission Expires: 10/24/2023

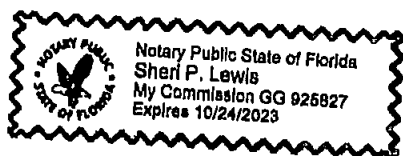


EXHIBIT "A"

EASEMENT AREA

A PARCEL OF LAND IN SECTIONS 6 AND 7, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF INTERSTATE ROUTE 95 WITH THE CENTERLINE OF COUNTY ROAD NO. 208, AS NOW ESTABLISHED; THENCE NORTH $73^{\circ}58'27''$ WEST, ALONG SAID CENTERLINE OF COUNTY ROAD NO. 208, A DISTANCE OF 1924.15 FEET; THENCE SOUTH $16^{\circ}01'33''$ WEST A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 208; THENCE CONTINUE SOUTH $16^{\circ}01'33''$ WEST, ALONG THE WEST LINE OF OFFICIAL RECORDS 732 PAGE 436, A DISTANCE OF 17.00 FEET; THENCE SOUTH $16^{\circ}01'33''$ WEST, ALONG THE WEST LINE OF OFFICIAL RECORDS 5109 PAGE 1370 AND ITS NORTHERLY EXTENSION, AND OFFICIAL RECORDS 4766 PAGE 743, A DISTANCE OF 1139.52 FEET, TO THE SOUTHWEST CORNER OF SAID OFFICIAL RECORDS 4766 PAGE 743; THENCE NORTH $73^{\circ}54'17''$ WEST, ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF OFFICIAL RECORDS BOOK 4766 PAGE 743, A DISTANCE OF 20.00 FEET; THENCE NORTH $16^{\circ}01'33''$ EAST, ALONG A LINE THAT IS WEST OF, PARALLEL WITH, AND 20.00 FEET PERPENDICULAR TO THE WEST LINE OF AFOREMENTIONED OFFICIAL RECORDS 4766 PAGE 743 AND OFFICIAL RECORDS 5109 PAGE 1370, A DISTANCE OF 1156.50 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 208; THENCE SOUTH $73^{\circ}58'27''$ EAST, ALONG SAID SOUTH RIGHT OF WAY LINE; A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.53 ACRES, MORE OR LESS.

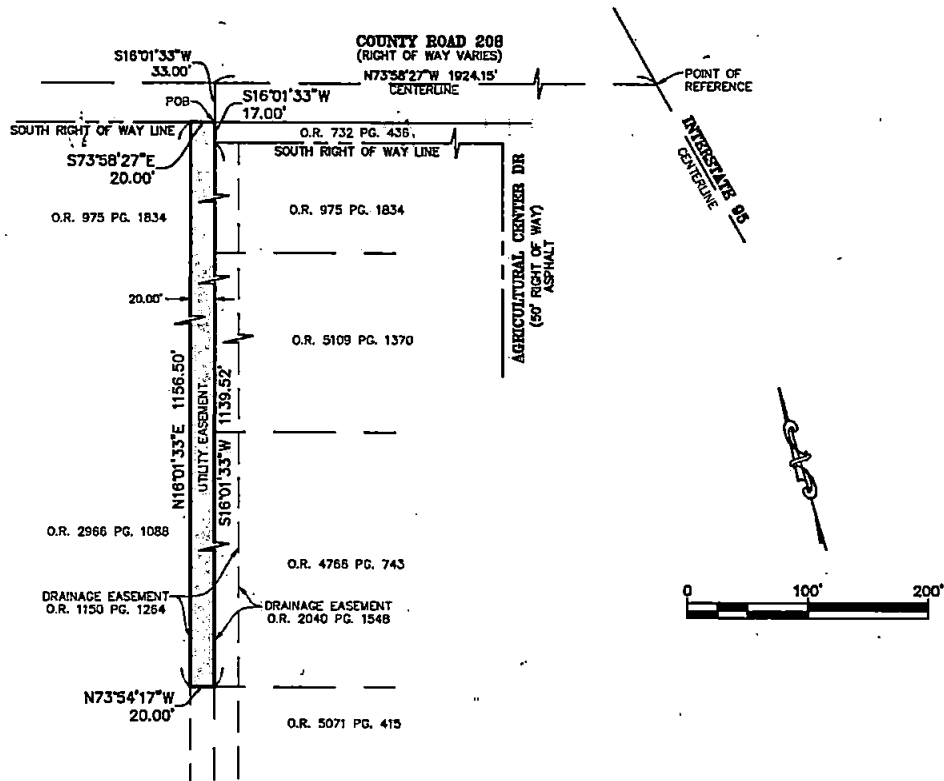
**MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF
SECTIONS 6 & 7, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY UTILITY DEPARTMENT**

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.

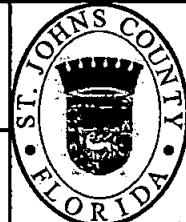
LEGEND

O.R. OFFICIAL RECORDS
PG.(S) PAGE(S)
POB POINT OF BEGINNING



**INTERSTATE COMMERCE AND INDUSTRIAL
PARK - UTILITY EASEMENT**

**SKETCH OF DESCRIPTION
DATE OF SKETCH: JUNE 16, 2021**



**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. 4584
Phone (904) 209-0770 Email: goliver@sjcfl.us**

DRAWN BY: J.MANNING

FILE NUMBER: S-1013A

SHEET NO. 1
OF 1



EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

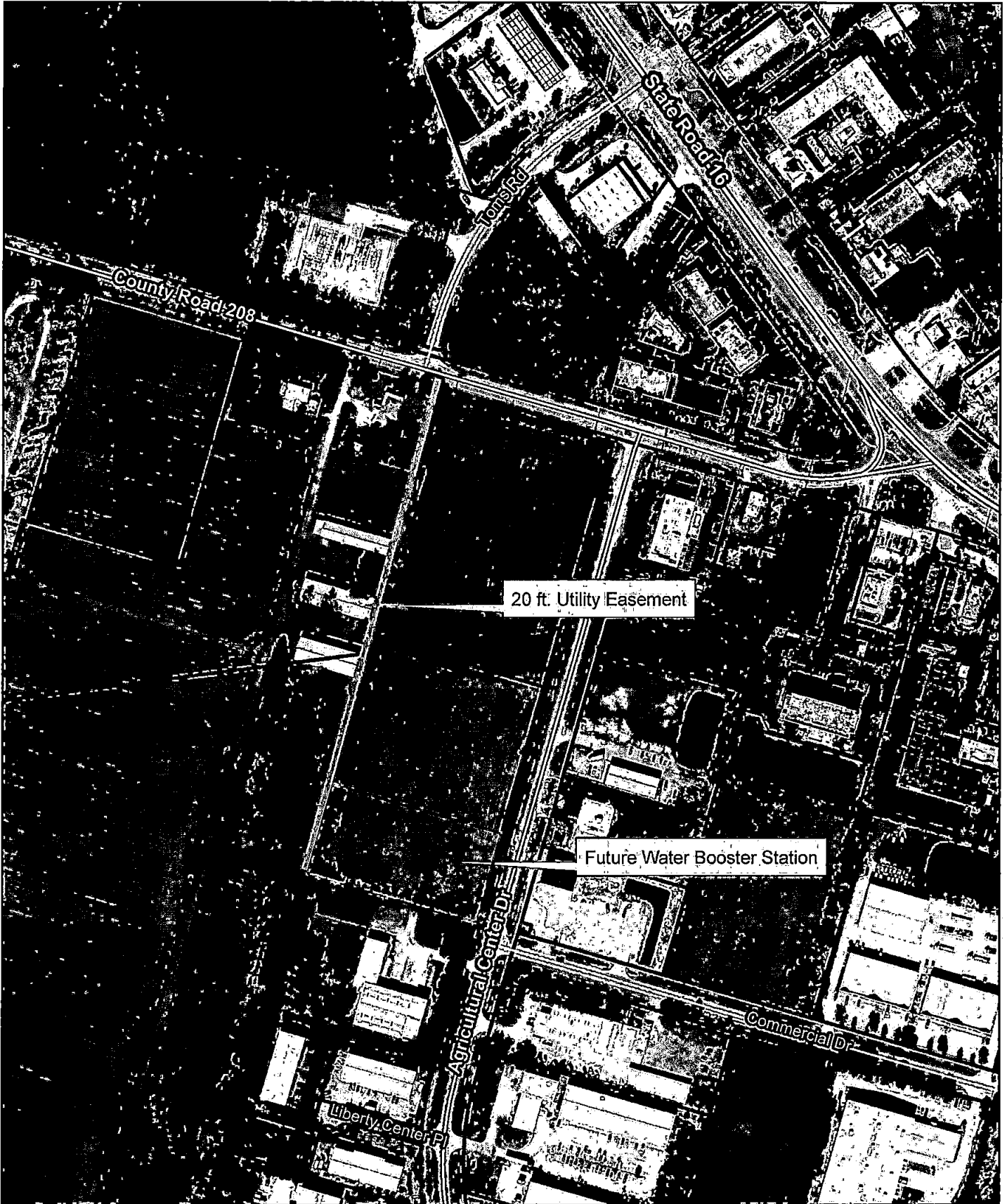
INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Sr. Real Estate Coordinator
FROM: Scott Trigg, Utilities Chief Engineer – Capital Group
SUBJECT: Agricultural Center Drive Easement for Utilities
DATE: July 22, 2021

Please present this 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.



20 ft. Utility Easement

Future Water Booster Station



2019 Aerial Imagery



Easement for Utilities *Agricultural Center Drive*

Land Mgmt. 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.

