

RESOLUTION NO. 2021-305

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS OF AND ACCEPTING THREE (3) EASEMENTS FOR UTILITIES RELATED TO INSTALLATION OF A WATER MAIN AT THE STATE ROAD 206 AND INTERSTATE 95 INTERCHANGE.**

**RECITALS**

**WHEREAS**, three property owners have executed and presented to the County Easements for Utilities, attached hereto as Exhibit "A," Exhibit "B," and Exhibit "C," incorporated by reference and made a part hereof, for installation of a water main at the State Road 206 and Interstate 95 interchange; and

**WHEREAS**, due to the rapid growth in the County, the St. Johns County Utility Department is preparing to extend a water main pipe from State Road 207 down to State Road 206, along the west side of Interstate 95 in an effort to supply 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 (WTP). Construction in this area is anticipated to begin January 2022; 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 accept the three (3) Easements 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.

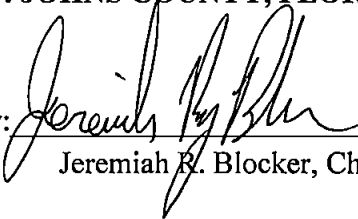
Section 2. The above-described Easements for Utilities, attached and incorporated hereto, are accepted by the Board of County Commissioners.

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 three (3) original Easements for Utilities in the Public Records of St. Johns County, Florida.

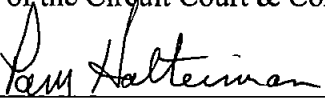
PASSED AND ADOPTED this 7 day of September, 2021.

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

By:   
Jeremiah R. Blocker, Chair

**ATTEST:**

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

By:   
Deputy Clerk

RENDITION DATE 9/9/21



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 11 day of August, 2021 by **CONTINENTAL BROKERAGE, INC.**, a Florida corporation, with an address of 985 State Road 206 West, St. Augustine, FL 32086, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 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 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. 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. Grantee will provide a stubout for future connection to the water transmission main and a hydrant shall be located within the State Road 206 right-of-way west of I-95. Grantee shall provide Grantor the ability to connect to and utilize the water transmission main.

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

(c) **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. Grantee shall be responsible for restoration of grass, 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. 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 services charges.

5. This Grant of Easement shall inure to the benefit of, 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:

X [Signature]  
Witness

Jorge Perez  
Print Name

X [Signature]  
Witness

Leslie Jackson  
Print Name

CONTINENTAL BROKERAGE, INC.

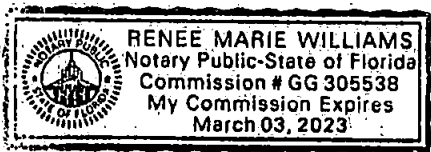
By: Elvira Giannini

Print Name: Elvira Giannini

Title: PRESIDENT

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of AUGUST, 2021, by Elvira Giannini as President for Continental Brokerage, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.



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

EXHIBIT "A"

EASEMENT AREA

A 25 FOOT WIDE PARCEL LYING WITHIN THE LIMITS OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 940, PAGE 1617, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (HEREAFTER REFERRED TO AS PARENT TRACT) AND LYING AT THE SOUTHWEST QUADRANT OF THE INTERSECTION OF STATE ROAD No. 206 WITH STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95) AND ALSO LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD No. 206 WITH THE CENTERLINE OF STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95), THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG THE CENTERLINE OF SAID STATE ROAD No. 206, 750.00 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 25 DEGREES 08 MINUTES 00 SECONDS EAST, 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206, SAID POINT BEING THE END OF THE LIMITED ACCESS RIGHT OF WAY OF SAID STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95) AND THE POINT OF BEGINNING.

THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 206, 100.00 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 44 SECONDS EAST, ALONG THE LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD No. 9, 344.38 FEET; THENCE SOUTH 27 DEGREES 27 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, 650.54 FEET TO THE SOUTHEAST CORNER OF SAID PARENT TRACT; THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID PARENT TRACT, 25.02 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF THE PARENT TRACT, NORTH 27 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID LIMITED ACCESS RIGHT OF WAY LINE, 634.55 FEET; THENCE, CONTINUING ALONG A LINE PARALLEL WITH SAID LIMITED ACCESS RIGHT OF WAY LINE, NORTH 89 DEGREES 18 MINUTES 44 SECONDS WEST, 323.67 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206, 344.28 FEET; THENCE NORTH 25 DEGREES 08 MINUTES 00 SECONDS WEST, 25.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206; THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 206, 250.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING BY CALCULATION BY DRMP, INC, 33,093 SQUARE FEET OR 0.7597 ACRES.

# MAP SHOWING

A PART OF SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

**LEGAL DESCRIPTION**  
**PROPOSED 25' UTILITY EASEMENT**

A 25 FOOT WIDE PARCEL LYING WITHIN THE LIMITS OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 940, PAGE 1617, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (HEREAFTER REFERRED TO AS PARENT TRACT) AND LYING AT THE SOUTHWEST QUADRANT OF THE INTERSECTION OF STATE ROAD No. 206 WITH STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95) AND ALSO LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

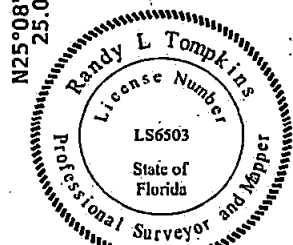
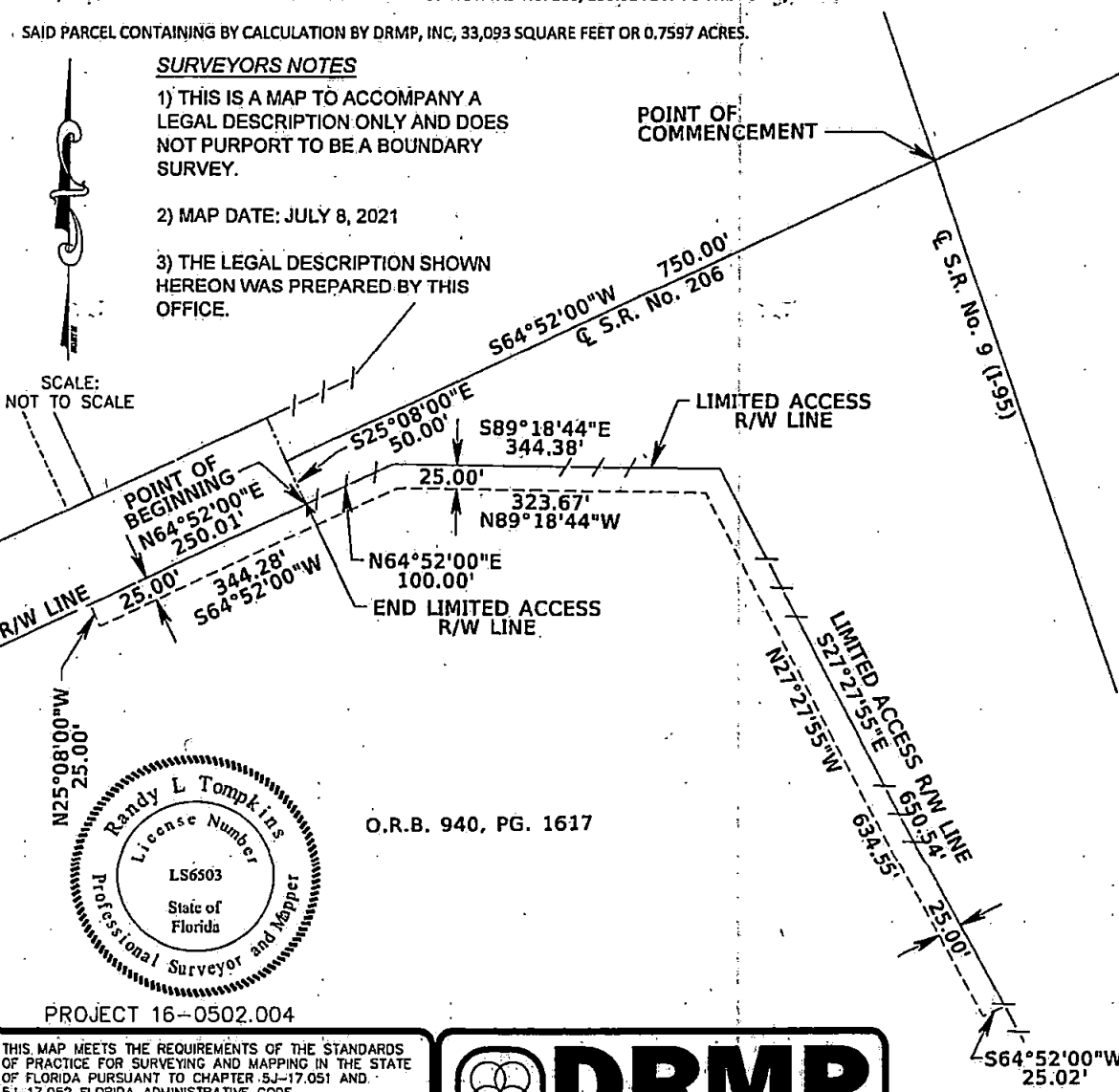
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THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 206, 100.00 FEET; THENCE SOUTH 89 DEGREES 18 MINUTES 44 SECONDS EAST, ALONG THE LIMITED ACCESS RIGHT OF WAY LINE OF SAID STATE ROAD No. 9, 344.38 FEET; THENCE SOUTH 27 DEGREES 27 MINUTES 55 SECONDS EAST, CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, 650.54 FEET TO THE SOUTHEAST CORNER OF SAID PARENT TRACT; THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID PARENT TRACT, 25.02 FEET; THENCE DEPARTING SAID SOUTHERLY LINE OF THE PARENT TRACT, NORTH 27 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID LIMITED ACCESS RIGHT OF WAY LINE, 634.55 FEET; THENCE, CONTINUING ALONG A LINE PARALLEL WITH SAID LIMITED ACCESS RIGHT OF WAY LINE, NORTH 89 DEGREES 18 MINUTES 44 SECONDS WEST, 323.67 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206, 344.28 FEET; THENCE NORTH 25 DEGREES 08 MINUTES 00 SECONDS WEST, 25.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206; THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 206, 250.01 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING BY CALCULATION BY DRMP, INC, 33,093 SQUARE FEET OR 0.7597 ACRES.

**SURVEYORS NOTES**

- 1) THIS IS A MAP TO ACCOMPANY A LEGAL DESCRIPTION ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- 2) MAP DATE: JULY 8, 2021
- 3) THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.



O.R.B. 940, PG. 1617

PROJECT 16-0502.004

THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE

*Randy L. Tompkins*  
RANDY L. TOMPKINS, P.S.M., FLORIDA CERTIFICATION NO. 6503

NOTICE:  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS  
8001 Belfort Parkway, Suite 200  
Jacksonville, Florida 32256

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

EXHIBIT "B" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11 day of August, 2021 by **GIANNINI FAMILY LAND TRUST, LLC.**, a Florida limited liability company, with an address of 955 State Road 206 West, St. Augustine, FL 32086, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 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 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. 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. Grantee will provide a stubout for future connection to the water transmission main and a hydrant shall be located within the State Road 206 right-of-way west of I-95. Grantee shall provide Grantor the ability to connect to and utilize the water transmission main.

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

(c) 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.

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4. 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 services charges.

5. This Grant of Easement shall inure to the benefit of, 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:

X [Signature]  
Witness

Witness

Jorge Perez  
Print Name

X [Signature]  
Witness

Witness

LEWIS C. JACKSON  
Print Name

GIANNINI FAMILY LAND TRUST, LLC

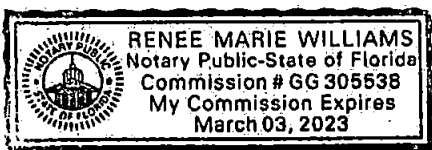
By: [Signature]

Print Name: STENCO L GIANNINI

Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of August, 2021, by Staco Giannini as President for Giannini Family Land Trust, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

EASEMENT AREA

A 25 FOOT WIDE PARCEL LYING WITHIN THE LIMITS OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 1035, PAGE 1134, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (HEREAFTER REFERRED TO AS PARENT TRACT) AND LYING AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF STATE ROAD No. 206 WITH STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95) AND ALSO LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 9, 200.00 FEET TO THE NORTHEAST CORNER OF SAID PARENT TRACT; THENCE SOUTH 25 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARENT TRACT, 25.00 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206, 294.27 FEET; THENCE SOUTH 39 DEGREES 02 MINUTES 44 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 95, 360.87 FEET TO SAID LIMITED ACCESS RIGHT OF WAY LINE; THENCE NORTH 09 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, 33.46 FEET; THENCE CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, NORTH 39 DEGREES 02 MINUTES 44 SECONDS EAST, 344.36 FEET; THENCE CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING BY CALCULATION BY DRMP, INC, 16,244 SQUARE FEET OR 0.3729 ACRES.

# MAP SHOWING

A PART OF SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

**LEGAL DESCRIPTION**  
**PROPOSED 25' UTILITY EASEMENT**

A 25 FOOT WIDE PARCEL LYING WITHIN THE LIMITS OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 1035, PAGE 1134, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (HEREAFTER REFERRED TO AS PARENT TRACT) AND LYING AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF STATE ROAD No. 206 WITH STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95) AND ALSO LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

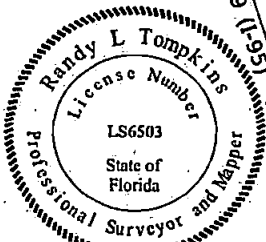
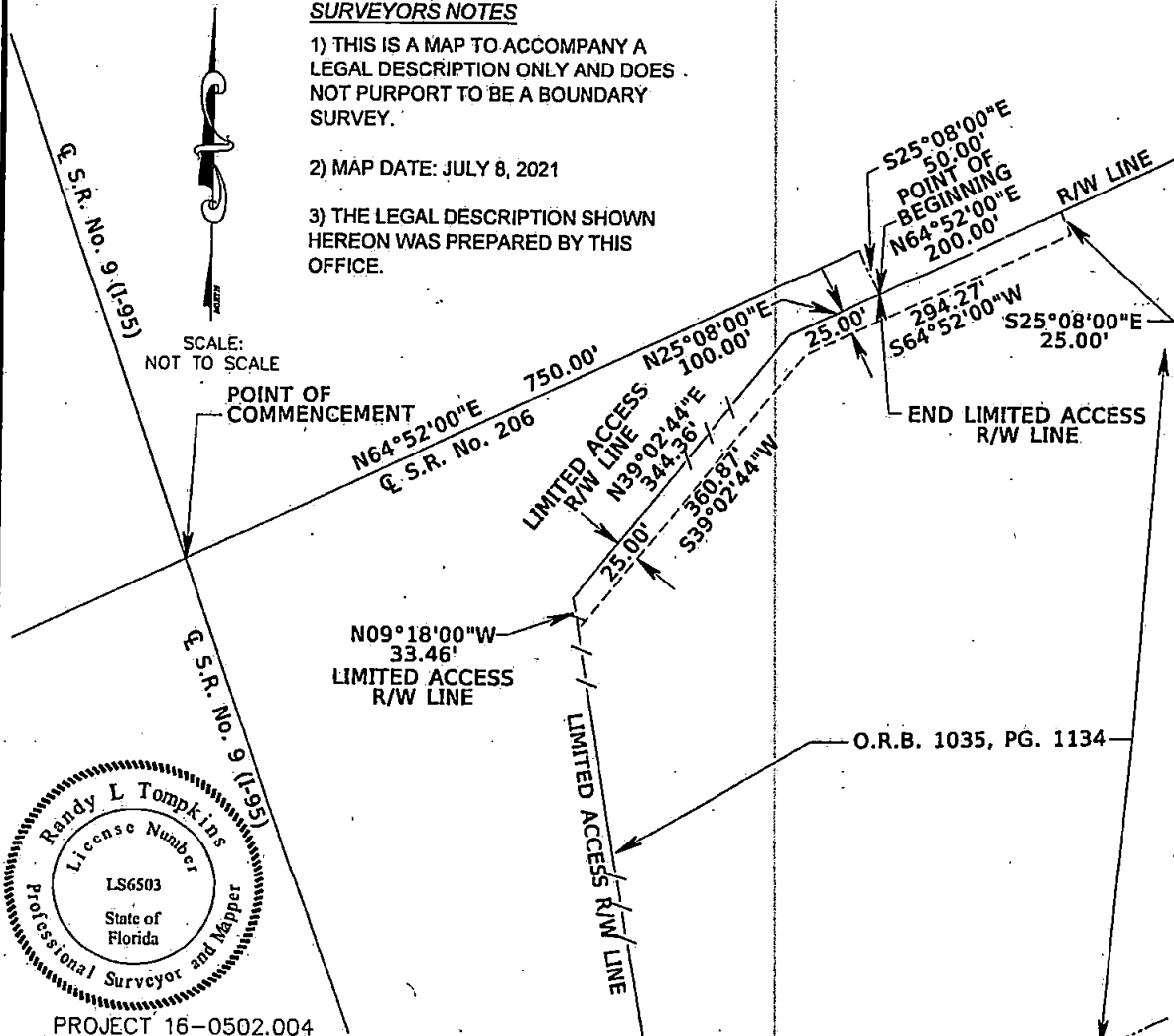
COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD No. 206 WITH THE CENTERLINE OF STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95), THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID STATE ROAD No. 206, 750.00 FEET; THENCE DEPARTING SAID CENTERLINE SOUTH 25 DEGREES 08 MINUTES 00 SECONDS EAST, 50.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206, SAID POINT BEING THE END OF THE LIMITED ACCESS RIGHT OF WAY OF SAID STATE ROAD No. 9 AND THE POINT OF BEGINNING.

THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 9, 200.00 FEET TO THE NORTHEAST CORNER OF SAID PARENT TRACT; THENCE SOUTH 25 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARENT TRACT, 25.00 FEET; THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206, 294.27 FEET; THENCE SOUTH 39 DEGREES 02 MINUTES 44 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 95, 360.87 FEET TO SAID LIMITED ACCESS RIGHT OF WAY LINE; THENCE NORTH 09 DEGREES 18 MINUTES 00 SECONDS WEST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, 33.46 FEET; THENCE CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, NORTH 39 DEGREES 02 MINUTES 44 SECONDS EAST, 344.36 FEET; THENCE CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, 100.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING BY CALCULATION BY DRMP, INC, 16,244 SQUARE FEET OR 0.3729 ACRES.

**SURVEYORS NOTES**

- 1) THIS IS A MAP TO ACCOMPANY A LEGAL DESCRIPTION ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- 2) MAP DATE: JULY 8, 2021
- 3) THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.



PROJECT 16-0502.004

THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE

*Randy L. Tompkins*  
RANDY L. TOMPKINS, P.S.M., FLORIDA CERTIFICATION NO. 6503

NOTICE:  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

8001 Belfort Parkway, Suite 200  
Jacksonville, Florida 32256

EXHIBIT "C" 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 **GLOBAL ENTERPRISES LTD, INC.**, a Florida corporation, with an address of 985 State Road 206 West, St. Augustine, FL 32086, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, 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 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 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. 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. Grantee will provide a stubout for future connection to the water transmission main and a hydrant shall be located within the State Road 206 right-of-way west of I-95. Grantee shall provide Grantor the ability to connect to and utilize the water transmission main.

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

(c) **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. Grantee shall be responsible for restoration of grass, 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. 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 services charges.

5. This Grant of Easement shall inure to the benefit of, 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:

GLOBAL ENTERPRISES LTD, INC.

Leslie J Jackson  
Witness

By: Elvira Giannini

LEWIS G JAGGIANO  
Print Name

Print Name: ELVIRA GIANNINI

Witness

Title: PRESIDENT

Jorge Perez  
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 11<sup>th</sup> day of AUGUST, 2021, by ELVIRA GIANNINI as PRESIDENT for Global Enterprises Ltd, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

Renee Marie Williams  
Notary Public

My commission expires: March 03, 2023

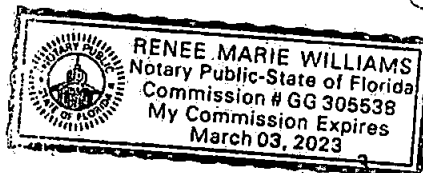


EXHIBIT "A"

EASEMENT AREA

A 30 FOOT WIDE PARCEL LYING WITHIN THE LIMITS OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 2485, PAGE 1362, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (HEREAFTER REFERRED TO AS PARENT TRACT) AND LYING AT THE NORTHWEST QUADRANT OF THE INTERSECTION OF STATE ROAD No. 206 WITH STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95) AND ALSO LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF STATE ROAD No. 206 WITH THE CENTERLINE OF STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95), THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG THE CENTERLINE OF SAID STATE ROAD No. 206, 750.00 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 25 DEGREES 08 MINUTES 00 SECONDS WEST, 50 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206, SAID POINT BEING THE END OF THE LIMITED ACCESS RIGHT OF WAY OF SAID STATE ROAD No. 9; THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 206, 200.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 30.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 25 DEGREES 08 MINUTES 00 SECONDS WEST, 230.00 FEET; THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG A LINE PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 206, 631.48 FEET; THENCE NORTH 09 DEGREES 18 MINUTES 54 SECONDS WEST, ALONG A LINE PARALLEL WITH THE LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD No. 9, 592.43 FEET TO THE NORTH LINE OF SAID PARENT TRACT; THENCE NORTH 64 DEGREES 52 MINUTES 00 SECONDS EAST, ALONG SAID NORTH LINE OF THE PARENT TRACT, 31.18 FEET TO THE LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 95; THENCE SOUTH 09 DEGREES 18 MINUTES 54 SECONDS EAST, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE OF INTERSTATE HIGHWAY No. 95, 623.62 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 2709, PAGE 1542, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, THENCE SOUTH 64 DEGREES 52 MINUTES 00 SECONDS WEST, ALONG LAST SAID NORTHWESTERLY LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 2709, PAGE 1542, 624.16 FEET THE NORTHWEST CORNER OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 2709, PAGE 1542, THENCE SOUTH 25 DEGREES 08 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 2709, PAGE 1542, 200.00 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 206 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINING BY CALCULATION BY DRMP, INC, 43,525 SQUARE FEET OR 0.9992 ACRES.

# MAP SHOWING

A PART OF SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST  
ST. JOHNS COUNTY, FLORIDA

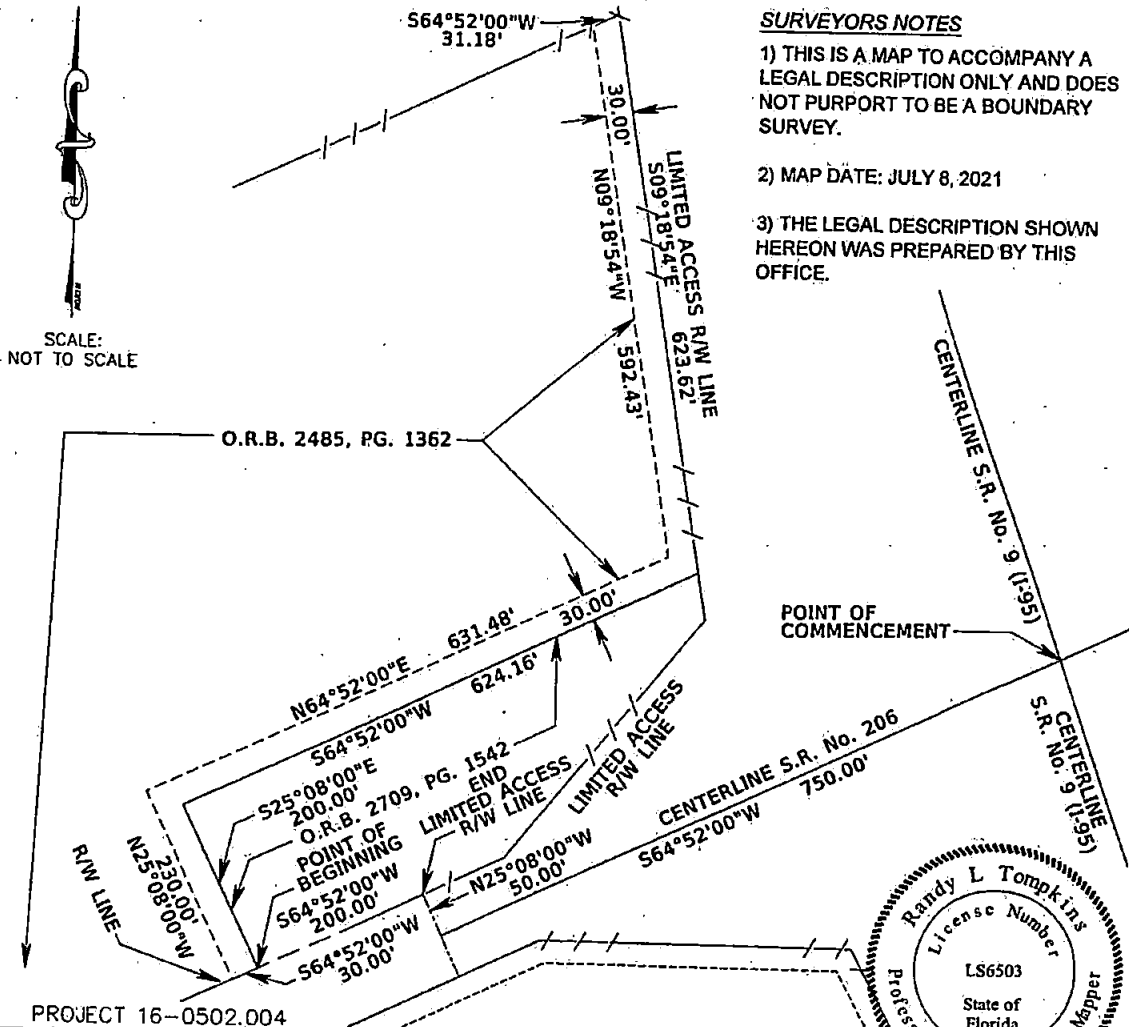
**LEGAL DESCRIPTION**  
**PROPOSED 30' UTILITY EASEMENT**

A 30 FOOT WIDE PARCEL LYING WITHIN THE LIMITS OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIALS RECORDS BOOK 2485, PAGE 1362, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (HEREAFTER REFERRED TO AS PARENT TRACT) AND LYING AT THE NORTHWEST QUADRANT OF THE INTERSECTION OF STATE ROAD No. 206 WITH STATE ROAD No. 9 (A.K.A. INTERSTATE HIGHWAY No. 95) AND ALSO LYING IN SECTION 2, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PARCEL CONTAINING BY CALCULATION BY DRMP, INC, 43,525 SQUARE FEET OR 0.9992 ACRES.



**SURVEYORS NOTES**

- 1) THIS IS A MAP TO ACCOMPANY A LEGAL DESCRIPTION ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- 2) MAP DATE: JULY 8, 2021
- 3) THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THIS OFFICE.

SCALE:  
NOT TO SCALE

THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE

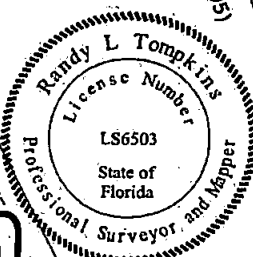
*Randy L. Tompkins*  
RANDY L. TOMPKINS, P.S.M., FLORIDA CERTIFICATION NO. 6503

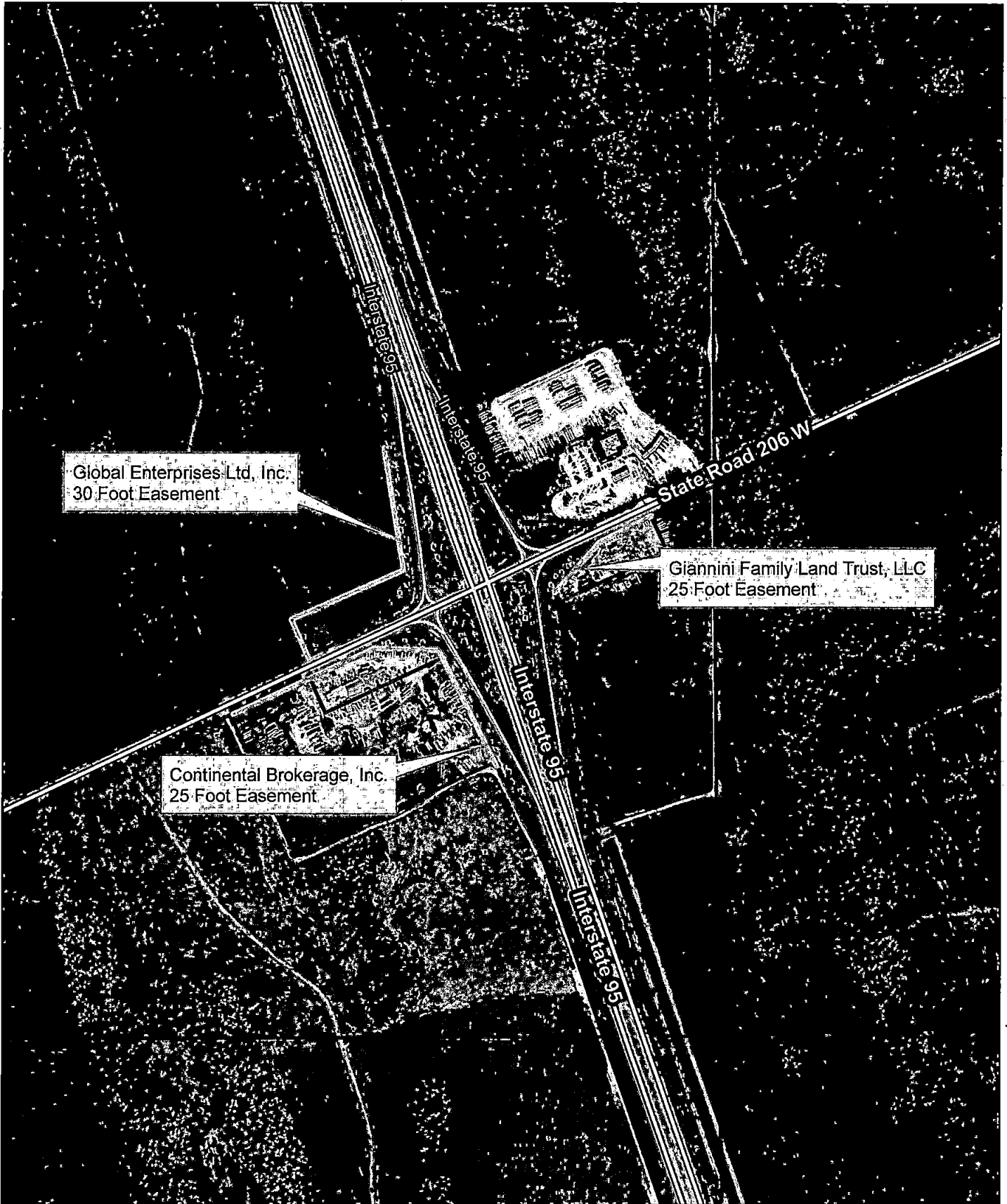
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**DRMP**  
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

8001 Belfort Parkway, Suite 200  
Jacksonville, Florida 32256





Global Enterprises Ltd, Inc.  
30 Foot Easement

Giannini Family Land Trust, LLC  
25 Foot Easement

Continental Brokerage, Inc.  
25 Foot Easement



2019 Aerial Imagery  
0 250 500  
Feet  
N  
August 12, 2021

## Easements for Utilities

### SR 207 Water Main Extension

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.

