

RESOLUTION NO. 2022-418

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE THIRD OF THREE EASEMENTS FOR UTILITIES NEEDED FOR INSTALLATION OF A SEWER FORCE MAIN CONNECTING DOBBS ROAD AND OLD MOULTRIE ROAD.

RECITALS

WHEREAS, a property owner has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for installation of a sewer force main connecting Dobbs Road and Old Moultrie Road; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B," incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept this 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 Easement for Utilities, attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

Section 3. To the extent that there are typographical, scrivener or administrative errors that ~~do not~~ change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 15th day of November, 2022.

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

By: Henry Dean
Henry Dean, Chair

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

Rendition Date NOV 17 2022

By: Crystal Smith
Deputy Clerk



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 14TH day of OCTOBER, 2022 by **FLORIDA INVESTMENT HOLDING LLC**, a Florida limited liability company, with an address of 115B Inlet Drive, St. Augustine, FL 32080, hereinafter collectively 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, sewer forcemains, reuse distribution and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, reuse 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. As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area). This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities.

(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, reuse 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 FORCEMAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer forcemains to be located within the Easement Area.

(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 to be located within the Easement Area.

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 sod, landscaping, and planting, but shall not be responsible for pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. Grantee, at Grantee's sole cost and expense, shall install a twenty (20) foot flared driveway entrance apron in the right of way within the longitudinal easement area granted herein for use as an additional point of ingress/egress to the property. Grantee shall not be responsible for maintenance or replacement of the driveway apron. Upon Grantor's receipt of all permits required for the sewer connections, Grantee shall provide Grantor a 4-inch sewer tap at no cost to Grantor. If at any time in the future a reuse use system is installed and active in the Easement Area, and upon Grantor's request, Grantee shall provide a tap and meter at no cost to Grantor. Grantor shall be responsible for obtaining all required permits for the sewer and/or reuse connections, including the payment of any fees associated with such permits along with the unit connection fees.

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

6. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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

Signed, sealed and delivered
In the presence of:

Alan Flood

Witness Signature

ALAN FLOOD

Print Name

Cindy Lowe

Witness Signature

Cindy Lowe

Print Name

FLORIDA INVESTMENT HOLDING LLC

By: *[Signature]*

Print Name: ALAN Simpson

Title: PRES.

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of October, 2022, by Alan Simpson, on behalf of Florida Investment Holding LLC, who is personally known to me or has produced Florida D.L. as identification.

(Notary Seal)

Notary Public *[Signature]*
My Commission Expires: 3-24-2023



EXHIBIT "A"

EASEMENT AREA

The North 50 feet of the following described parcel of land:

A 100 foot wide portion of Section 36 of Township 7 South, Range 29 East, St. Johns County, Florida, whose centerline is the centerline of the existing Florida Power and Light Company easement as constructed and in place.

Said 100 foot wide portion is also described as a 100 foot wide strip of land in Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, whose centerline begins at the west margin of the F.E.C. Railroad at a point approximately 200 (sic.) feet south of the north line of said Section 36 and runs west approximately 450 feet to the east margin of Dobbs (Industrial) Road at a point approximately 1,178 feet south of the south line of Section 25, Township 7 south, Range 29 East.

Said 100 foot wide portion is also described as a strip of land in Government Lot 2, Section 36, Township 7 South, Range 29 East, St. Johns County, Florida said strip of land being 100 feet wide lying 50 feet on each side of the following described centerline: Commence at the intersection of the south line of Section 41, Township 7 South, Range 30 East, with the west line of US Highway 1; thence North 00 degrees 27 minutes 00 seconds East along said west line of US Highway 1, a distance of 1,004.42 feet; thence along the centerline of an existing Florida Power and Light Company Easement and continuing along its prolongation North 89 degrees 33 minutes 10 seconds West, 3,120 feet, more or less, to the west right-of-way line of the Florida East Coast Railway Company and point of beginning of the herein described centerline; thence continuing North 89 degrees 33 minutes 10 seconds West, 442 feet, more or less, to the east line Dobbs Road (a 66-foot right-of-way) and terminus of said centerline. The bearings herein are referred to the bearing (North 00 degrees 27 minutes East) of the West line of US Highway 1.

In the event of conflict between any of the above legal descriptions, the location of the in place, as constructed, Florida Power and Light easement controls.

EXHIBIT "B"

INGRESS/EGRESS AREA

A 100 foot wide portion of Section 36 of Township 7 South, Range 29 East, St. Johns County, Florida, whose centerline is the centerline of the existing Florida Power and Light Company easement as constructed and in place.

Said 100 foot wide portion is also described as a 100 foot wide strip of land in Section 36, Township 7 South, Range 29 East, St. Johns County, Florida, whose centerline begins at the west margin of the F.E.C. Railroad at a point approximately 200 (sic.) feet south of the north line of said Section 36 and runs west approximately 450 feet to the east margin of Dobbs (Industrial) Road at a point approximately 1,178 feet south of the south line of Section 25, Township 7 south, Range 29 East.

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In the event of conflict between any of the above legal descriptions, the location of the in place, as constructed, Florida Power and Light easement controls.



EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Sr. Real Estate Coordinator
FROM: Alan Flood, Senior Engineer
SUBJECT: Dobbs Road Easement for Utilities
DATE: October 18, 2022

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.



2019 Aerial Imagery



October 18, 2022

Easement for Utilities

Florida Investment Holding, LLC

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 herein.

