

RESOLUTION NO. 91- 125

RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS, ST. JOHNS COUNTY, FLORIDA

WHEREAS, K.S. TONEY and MOULTRIE SERVICE DISTRICT OF ST. JOHNS COUNTY, as owners have tendered a easement dated August, 15, 1991 to the Board of County Commissioners of St. Johns County, Florida, conveying a non-exclusive utility easement for the purposes of installation and maintenance of a force main and sewer lines .

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, that the above described easement is hereby accepted by the Board of County Commissioners of St. Johns County, Florida. This acceptance shall not be deemed an acceptance requiring the construction of the force main and sewer lines.

THE CLERK is instructed to record the easement at County expense and to file the Title Search.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 27 day of August, 1991.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Ronald A. Hines*
Its Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: *Wenue Carter*
Deputy Clerk

THIS INSTRUMENT PREPARED BY:
JOHN D. BAILEY, JR.
UPCHURCH, BAILEY & UPCHURCH, P.A.
POST OFFICE DRAWER 3007
ST. AUGUSTINE, FLORIDA 32085-3007

91 23167

EASEMENT AGREEMENT

THIS AGREEMENT, made this 15th day of August, 1991, by K.S. TONEY and MOULTRIE SERVICE DISTRICT OF ST. JOHNS COUNTY, Grantors, to ST. JOHNS COUNTY, a Political Subdivision of the State of Florida, whose post office address is Post Office Drawer 349, St. Augustine, Florida, 32085-0349, Grantee;

W I T N E S S E T H

That Grantors, for and in consideration of the sum of \$10.00 in hand paid by Grantee, the receipt of which is hereby acknowledged, have granted, bargained, and sold to Grantee, its successors, legal representatives and assigns, a non-exclusive utility easement for purposes of installation and maintenance of a force main and sewer lines on and under certain real property situate in St. Johns County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantee, by its acceptance of this easement, hereby assumes all responsibility for the maintenance and repair of the force main and sewer lines installed therein, and agrees to repair any damage to the Easement Property caused by the installation and maintenance of the force main and sewer lines.

The Grantor may utilize the Easement Property for any purpose not inconsistent with and which does not interfere with its use as a utility easement.

This easement shall remain in effect for so long as the Grantors' sewage treatment plant provides sewage collection service to Grantee's recreational park located southerly of and adjacent to the easement. In the event Grantors' sewage treatment plant is relocated or sewage collection service is discontinued, then the above easement shall automatically terminate.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed in its name by its _____ on the date first above written.

Signed, sealed and delivered in the presence of:

MOULTRIE SERVICE DISTRICT OF ST. JOHNS COUNTY

Lori A. Brunney
Witness Lori A. Brunney

BY: Judithia R. ...
ITS: Managing Director

Witness _____

Melissa Isaacs
Witness MELISSA ISAACS

K.S. Toney
K.S. TONEY

Witness _____

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this 15th day before me, the undersigned authority, personally appeared PATRICIA K. TENNINGS, as MANAGING DIRECTOR of MOULTRIE SERVICE DISTRICT OF ST. JOHNS COUNTY, known to me to be the person described in and who executed the foregoing Easement Agreement on behalf of MOULTRIE SERVICE DISTRICT OF ST. JOHNS COUNTY, and he/she acknowledged before me that same is the act and deed of MOULTRIE SERVICE DISTRICT OF ST. JOHNS COUNTY.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of August, 1991.

Robert R. Wells
Notary Public
State of Florida at Large
My Commission Expires
May 22, 1995
Notary Public, State of Florida
My Commission Expires: 5-22-95

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared K.S. TONEY, known to me to be the person described in and who executed the foregoing Easement Agreement and he acknowledged before me that he executed same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of August, 1991.

Melissa Isaacs
Notary Public, State of North Carolina
My Commission Expires: 9-17-95

An easement for utility purposes in Section 3, Township 8 South, Range 29 East, St. Johns County, Florida described as follows:

Commencing at the south right-of-way line of Brinkhoff Road, a 66 foot right-of-way as presently established, and the common line between Sections 2 and 3, Township 8 South, Range 29 East, St. Johns County, Florida; thence South 01 degree 06 minutes 02 seconds East along said common line for a distance of 199.92 feet; thence South 88 degrees 31 minutes 10 seconds West 54.61 feet to the Point of Beginning of the parcel to be described; thence continue South 88 degrees 31 minutes 10 seconds West 125.04 feet; thence South 00 degrees 02 minutes 17 seconds West 622.29 feet; thence North 88 degrees 31 minutes 10 seconds East 10.00 feet; thence North 00 degrees 02 minutes 17 seconds East 592.28 feet; thence North 88 degrees 31 minutes 10 seconds East 115.04 feet; thence North 00 degrees 02 minutes 17 seconds East 30.01 feet to the Point of Beginning.

Containing 9674 square feet (0.22 acre), more or less.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

91 SEP -4 PM 1:17

Carl "Buck" Mankel
CLERK OF CIRCUIT COURT

VERIFIED BY
We

EXHIBIT "A"