

RESOLUTION NO. 96-16

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FROM SJH PARTNERSHIP, LTD. TO ST. JOHNS COUNTY.

WHEREAS, SJH Partnership, Ltd., as owner and developer of the planned unit development known as Saint Johns, has conveyed to the County a site for a water treatment plant which will provide water and sewer service within the development; and

WHEREAS, operation of the water treatment plant requires an Easement for Utilities granting the County a permanent easement and right-of-way to install, construct, operate, maintain, and repair or replace pipes and mains and anything necessary for such operation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above described Easement for Utilities, attached hereto as Exhibit A, incorporated by reference and made a part hereof, is hereby accepted by the Board of County Commissioners of St. Johns County, Florida.

Section 2. The Clerk is instructed to record the Easement for Utilities in the official records of St. Johns County, Florida and forward a certified copy of this Resolution and Easement to Pappas Metcalf and Jenks, Attn: Gary B. Davenport, 200 West Forsyth Street, Suite 1400, Jacksonville, Florida 32202-4327.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, this 13 day of February, 1996.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: *Donald J. Prater*
Chairman

ATTEST: Carl "Bud" Markel, Clerk

By: *Irma Puetti*
Deputy Clerk

9739

THIS INSTRUMENT WAS PREPARED BY
GARY S. BALESTRI
PAPPAS METCALF & JONES, P.A.
200 W. FORSYTH STREET, SUITE 1400
JACKSONVILLE, FLORIDA 32202

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 24th day of January, 1995, by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, with an address of 2395 International Golf Parkway, St. Augustine, Florida 32095-8427 hereinafter called "Grantor," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

BACKGROUND

Grantor is the owner and developer of a mixed use planned unit development known as Saint Johns and more particularly described in PUD ordinance 91-36 as amended by PUD ordinance 94-55 (the "Project"). The Grantee has agreed to provide water and sewer service within the project pursuant to the terms of the St. Johns Water and Wastewater Utility Service Agreement dated January 24, 1995 (the "Utility Service Agreement"). Pursuant to the terms of the Utility Service Agreement Grantor conveyed to Grantee certain real property to be used as a water treatment plant site, by deed dated February 3, 1995, recorded in Official Records Book 1095 at page 1592 (the "Utility Site"). Under the terms of the Utility Service Agreement, the Grantee is to use the Utility Site to provide potable water to serve the Project. This Easement sets forth the terms and conditions upon which Grantor has agreed to allow Grantee to install, operate, maintain, repair or replace pipes, mains and other related equipment and appurtenances within the strip of real property described on the attached Exhibit A (the "Easement Area") for the operation of the underground water and sewer utility service.

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 are hereby acknowledged, Grantor does hereby agree 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 distribution system and sewer collection system, 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

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Rec - 21.00
Jur - 3.00
- Bill Co - Jur + Pit - J. Pacetti
BCC Secty -

Lines and Associated Equipment") over and upon the Easement Area; together with rights of ingress and egress on and over the Easement Area as necessary 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 within such easement.

Grantor does hereby warrant that the easement herein granted is free and clear of covenants, restrictions, easements, liens and encumbrances, except as set forth on Exhibit "B" attached hereto;

(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) 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. 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.

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

4. 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.

MAP OF

O.R. 1156 PG 1107

20 FOOT WIDE UTILITY EASEMENT

PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY (A 66 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE MOST SOUTHERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 818, PAGE 802, AS RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 53°13'38" WEST LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY AND ALONG THE SOUTHERLY LINE OF SAID LANDS TO ITS INTERSECTION WITH THE PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 35.00 FEET; THENCE NORTH 50°29'50" EAST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE BEING PARALLEL WITH AND LYING 34.00 FEET NORTHWESTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 214.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 53°13'38" WEST LEAVING SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 223.77 FEET; THENCE SOUTH 81°46'22" WEST, A DISTANCE OF 226.27 FEET; THENCE NORTH 53°13'38" WEST, A DISTANCE OF 671.56 FEET; THENCE NORTH 36°46'22" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 53°13'38" EAST, A DISTANCE OF 663.28 FEET; THENCE NORTH 81°46'22" EAST, A DISTANCE OF 226.27 FEET; THENCE SOUTH 53°13'38" EAST ALONG A LINE TO ITS INTERSECTION WITH THE AFOREMENTIONED PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERNATIONAL GOLF PARKWAY, A DISTANCE OF 236.94 FEET; THENCE SOUTH 50°29'50" WEST ALONG SAID PROPOSED NORTHWESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.52 ACRES MORE OR LESS.

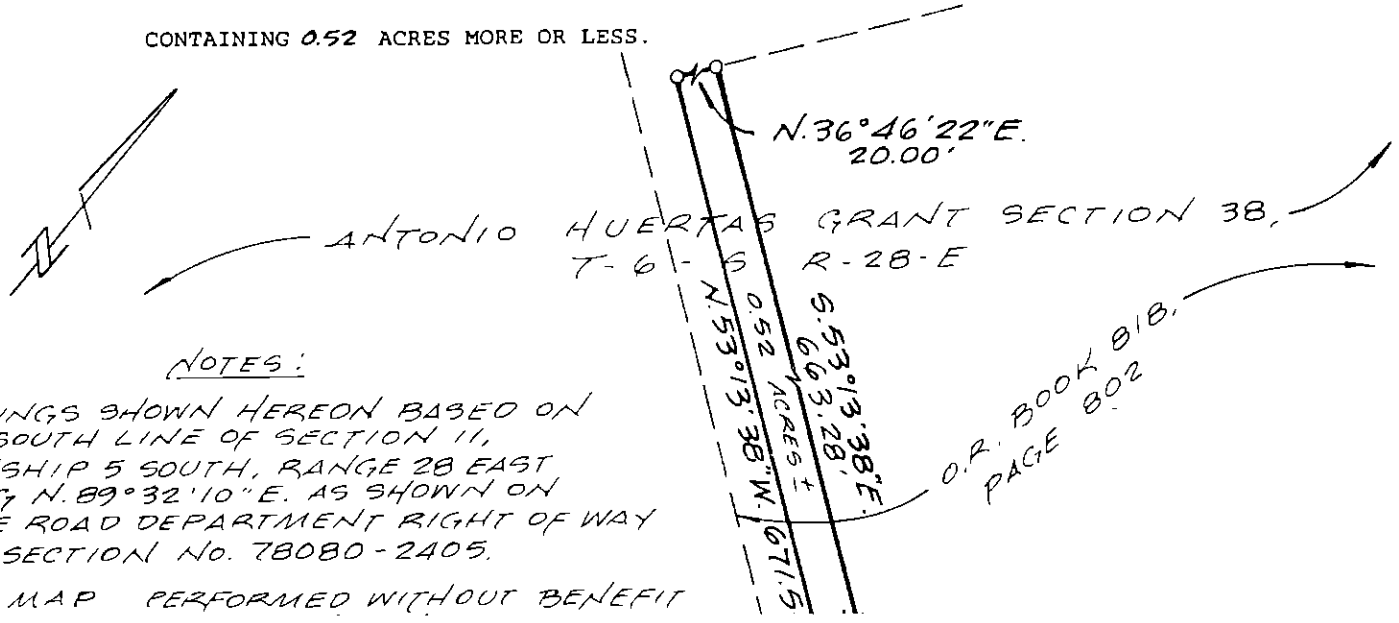


EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the year of 1995 and subsequent years.
2. Notification of DRI/Development Order recorded in Official Records Book 922, page 219, as modified by Notice of DRI/Development Order Modification recorded in Official Records Book 1091, page 1119, public records of St. Johns County, Florida.
3. The Saint Johns Water and Wastewater Utility Service Agreement between NORTHWEST UTILITIES I, INC., SJH PARTNERSHIP, LTD. and ST. JOHNS COUNTY, FLORIDA recorded in Official Records Book 1094, page 332, public records of St. Johns County, Florida.