

RESOLUTION NO. 2002- 267A

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR SEWER SERVICE TO NORTHWEST ANNEX IN JULINGTON CREEK PUD.

RECITALS

WHEREAS, Julington Partners Ltd., will execute and present to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for sewer service to the Northwest Annex in Julington Creek PUD; and

WHEREAS, the County contractor installing the sewer line is requesting the easement, and of the Certificate of Occupancy by January 1, 2003; and

WHEREAS, the Certificate of Occupancy cannot be issued without the easement being executed, therefore time is of the essence for the approval of this Resolution.

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 Chairman of the Board of County Commissioners is hereby authorized to execute the Easement for Utilities for sewer service to the Northwest Annex in Julington Creek PUD.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17th day of December, 2002.

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

By: James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

Cheryl Strickland
Deputy Clerk

Exhibit A to Resolution

GRANT OF EASEMENT

THIS EASEMENT, made this ____ day of _____, 2002, between _____ (**OWNER**), party of the first part, with an address of _____, hereinafter called "Grantor", to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, party of the second part, whose address is 4020 Lewis Speedway, St. Augustine, FL 32084, hereinafter called "Grantee".

WITNESSETH:

That the party of the first part, for and inconsideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, 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 sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the 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 on and over the Easement area as necessary for the use and enjoyment of the easement herein granted. This easement is for sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

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. Providing, 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 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 the Grantor.

2. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and 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. Grantor or Grantor's successors and assigns shall be responsible for maintaining any 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, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or any other surface improvements or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, constructions, repair, replacement or removal utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit 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, the undersigned has signed and sealed this instrument on _____ day of _____, 2002.

Signed, sealed and delivered

In the presence of:

(Corporation Name)

Witnesses' Signature
Print Name _____

By: _____
Its: _____
Print Name: _____

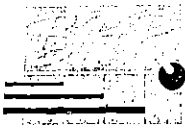
Witnesses' Signature
Print Name _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____ of _____, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Notary Public

Exhibit A to Grant of Easement



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20 FOOT UTILITY EASEMENT

A PART OF SECTIONS 28 AND 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

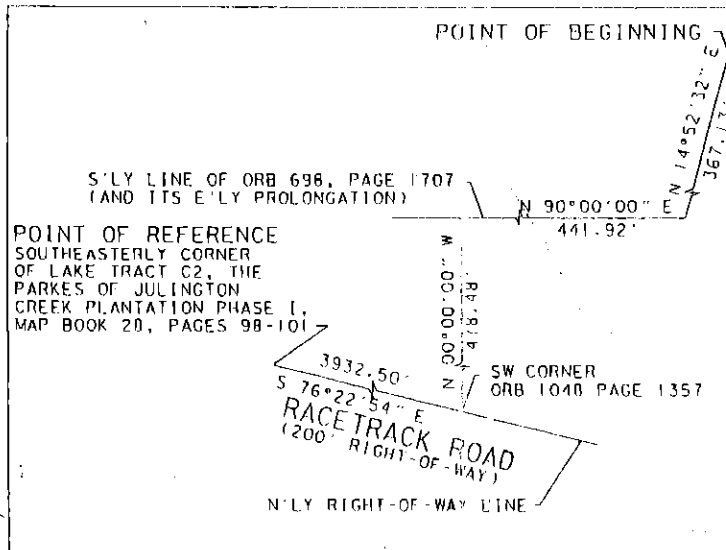
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEASTERLY CORNER OF LAKE TRACT C2 OF THE PARKES OF JULINGTON CREEK PLANTATION PHASE ONE, AS RECORDED IN MAP BOOK 28, PAGES 98 THROUGH 101, OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD (A 200.00 FOOT RIGHT-OF-WAY AS PRESENTLY ESTABLISHED); THENCE SOUTH 76°22'54" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3932.50 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1048, PAGE 1357 OF SAID PUBLIC RECORDS; THENCE NORTH 00°00'00" WEST, ALONG THE WESTERLY LINE OF SAID LANDS, A DISTANCE OF 478.48 FEET TO A POINT ON THE SOUTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 698, PAGE 1707 OF SAID PUBLIC RECORDS; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTHERLY LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 441.92 FEET TO A POINT; THENCE NORTH 14°52'32" EAST, A DISTANCE OF 367.13 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF FLORA BRANCH BOULEVARD (A RIGHT-OF-WAY OF VARYING WIDTH) ACCORDING TO THE PLAT OF JULINGTON CREEK PLANTATION PARCEL 86, AS RECORDED IN MAP BOOK 42, PAGES 103-107 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING. THENCE NORTH 58°55'52" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 6.94 FEET; THENCE NORTH 20°48'24" WEST, LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 171.95 FEET; THENCE NORTH 59°24'44" WEST, A DISTANCE OF 35.52 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE, SAID POINT LYING ON A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 276.00 FEET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°46'22" EAST, AND A CHORD DISTANCE OF 14.96 FEET TO A POINT ON SAID CURVE; THENCE NORTH 00°46'22" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.33 FEET; THENCE SOUTH 59°24'44" EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 54.46 FEET; THENCE SOUTH 20°48'24" EAST, A DISTANCE OF 174.31 FEET; THENCE SOUTH 62°22'05" WEST, A DISTANCE OF 3.38 FEET; THENCE SOUTH 31°04'08" WEST, A DISTANCE OF 15.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.10 ACRES MORE OR LESS.

MAP OF

20' WIDE UTILITY EASEMENT
 A PART OF SECTIONS 28 AND 33, TOWNSHIP 4 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA
 SEE ATTACHED FOR FURTHER LEGAL DESCRIPTION

POINT OF REFERENCE TO POINT OF BEGINNING DETAIL



N 00°46'22" E
8.33'

RADIUS 276.00'
 DELTA 03°06'20"
 ARC 14.96'
 CHORD 14.96'
 N 00°46'48" W

FLORA BRANCH BOULEVARD
 (RIGHT OF WAY VARIES)
 JULINGTON CREEK PLANTATION
 MAP BOOK 42, PAGES 103-107

20' WIDE UTILITY EASEMENT
0.10± ACRES

SECTION 28

SECTION 33

POINT OF BEGINNING

PC DENOTES POINT OF CURVE
 PT DENOTES POINT OF TANGENCY.

1. BEARINGS SHOWN HEREON BASED ON PLAT OF JULINGTON CREEK PLANTATION PARCEL 86, AS RECORDED IN MAP BOOK 28, PAGES 98-101, OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, WITH A BEARING OF SOUTH 76°22'54" EAST ON THE NORTHERLY RIGHT-OF-WAY LINE OF RACETRACK ROAD AS SHOWN ON SAID PLAT.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



Engineers
 Planners
 Landscape Architects
 Surveyors

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 Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Brenda D. Catone
 CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 3021
 BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447
 JOSEPH K. LEX FLA. P.S.M. CERT. NO. LS 6016

FIELD N/A SIGNED OCTOBER 24, 2002
 SCALE: 1" = 50'

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

REQ. NO.

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