

RESOLUTION NO. 2006- 72

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO DEER PARK COMMERCIAL PARK LOCATED OFF OF STATE ROAD 207.

RECITALS

WHEREAS, Pinnacle Properties, LLC, a Florida limited liability company, 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 water service to Deer Park Commercial Park; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents 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 in that 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. 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 21 day of March, 2004.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia R. Grande
Deputy Clerk

RENDITION DATE 3-22-06

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22 day of DEC, 2006, ⁵
By Pinnacle Properties LLC, with an address of 7700 W. Camino Real Rd.
Suite 404, Boca Raton, FL 33433, 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 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 water 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, including but not limited to those 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:

- 1) the surface and air space over the Easement Area for any purpose which consistent with the rights herein granted to Grantee; and
- 2) 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. The Grantor shall retain ownership of the gravity sewer lines, sewer force mains and lift station, including the operation and maintenance of the entire system.

3. 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 Grantee's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

4. 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 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, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

5. This Grant of Easement shall insure to the benefit 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

Erica O'Malley
Witness

Erica O'Malley
Witness Print Name

James N. Robbins
Witness

James N. Robbins, Jr.
Witness Print Name

William R. Tinderman - MGR. MEMBER
WILLIAM R. TINDERMAN - MGR. MEMBER

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23rd day of DECEMBER, 2006, by WILLIAM TINDERMAN who has produced T565-936-50-001-0 as identification.

FL DL



Ann Dunton
MY COMMISSION # DD233698 EXPIRES
July 21, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Ann Dunton
Notary Public, State of Florida

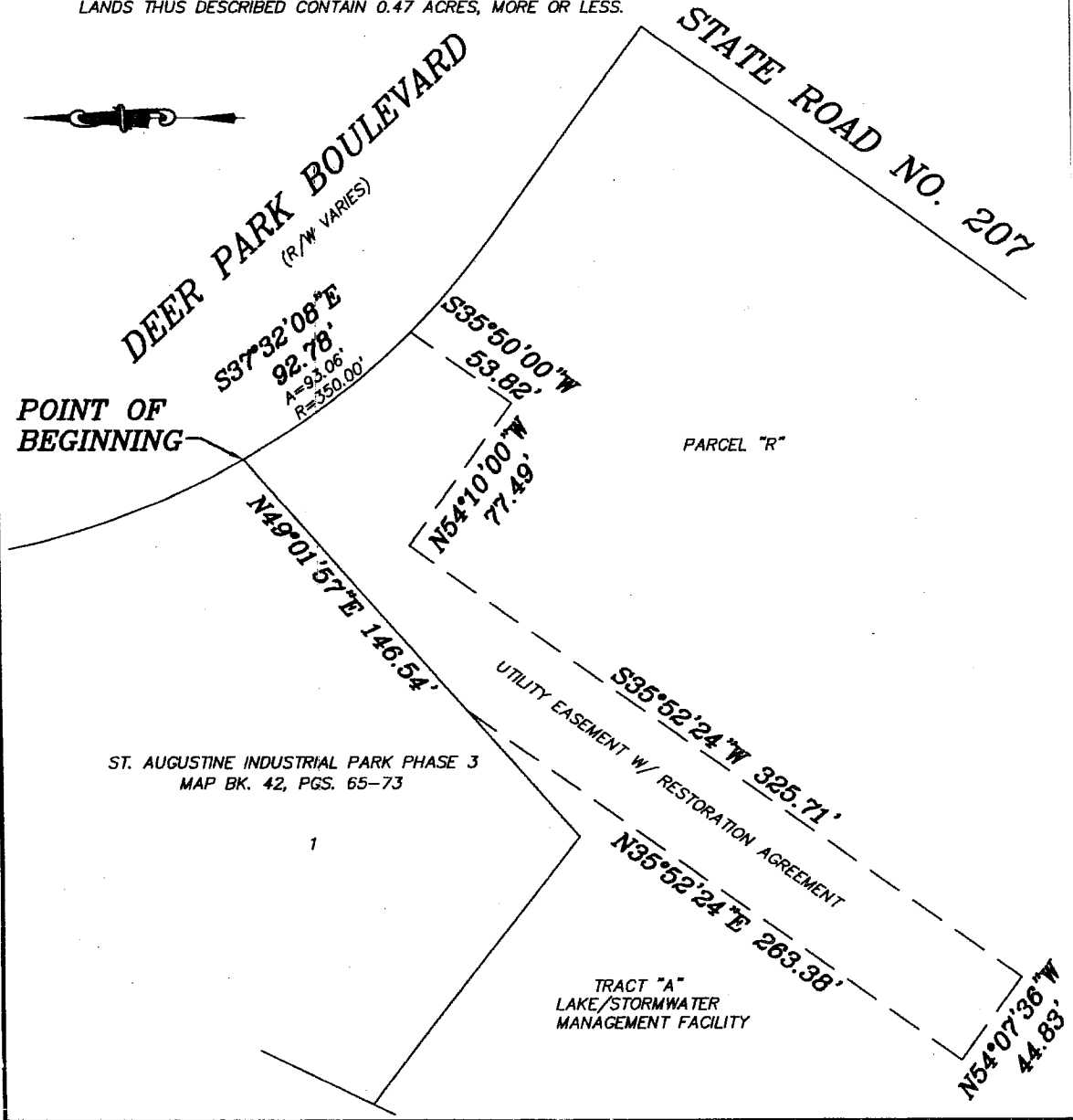
ANN DUNTON
Print Name

Commission Expires _____

MAP SHOWING

A PORTION OF SECTION 9, TOWNSHIP 8, SOUTH, RANGE 29, EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF LOT 1 AS SHOWN ON MAP OF ST. AUGUSTINE INDUSTRIAL PARK PHASE 3, AS RECORDED IN MAP BOOK 42, PAGES 65 THROUGH 73 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON SOUTHERLY RIGHT-OF-WAY LINE OF DEER PARK BOULEVARD (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) BEING A CURVE TO THE LEFT, THENCE ALONG SAID RIGHT-OF-WAY LINE AND ALONG AND AROUND THE ARC OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 350.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 37°32'08" EAST, 92.78 FEET; THENCE SOUTH 35°50'00" WEST, 53.82 FEET; THENCE NORTH 54°10'00" WEST, 77.49 FEET; THENCE SOUTH 35°52'24" WEST, 325.71 FEET; THENCE NORTH 54°07'36" WEST, 44.83 FEET; THENCE NORTH 35°52'24" EAST, 263.38 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID LOT 1; THENCE NORTH 49°01'57" EAST, ALONG SAID EASTERLY LINE 146.54 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 0.47 ACRES, MORE OR LESS.



CERTIFIED FOR: PINNACLE PROPERTIES LLC

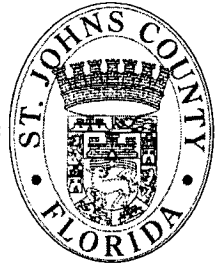
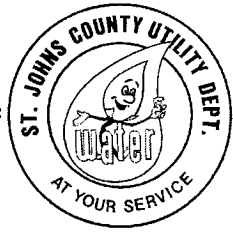
TRI-STATE LAND SURVEYORS, INC.

8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

<p>LEGEND</p> <ul style="list-style-type: none"> ■ CONC. MON ● IRON COR. (SET WITH CAP # LB 4921) ✱ FENCE ○ IRON COR. (FOUND) ⊙ CROSS CUT B.R.L. BUILDING RESTRICTION LINE E.S.M.T. EASEMENT R/W RIGHT-OF-WAY COV. COVERED AREA ℄ CENTERLINE A/C AIR CONDITIONING PAD (R) RADIAL DISTANCE ▨ CONCRETE 	<p>BEARINGS BASED ON <u>R/W</u> LINE AS SHOWN.</p>	
	<p>THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.</p>	
	<p>NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>	
	<p>THIS SURVEY BASED UPON DESCRIPTION AS FURNISHED, AND WITHOUT BENEFIT OF A TITLE BINDER/ABSTRACT OF TITLE AND/OR DEED RESEARCH.</p>	
<p>SCALE: 1"=60'</p>	<p>LARRY G. EDDY, P.L.S. No. 4144 GLENN M. BROADSTREET, P.S.M. NO. 5814</p>	
<p>FIELD WORK DATE: _____</p>	<p>SIGNATURE: _____ DATE: 2-15-06</p>	<p>REGISTERED SURVEYOR AND MAPPER, STATE OF FLORIDA (LB #4921)</p>

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Toll Free: 1-877-837-2311
Administrative Fax: (904) 461-7619
Billing Dept. Fax: (904) 461-3995

INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator

From: Samuel T. Ramirez, Utility Development Manager

Subject: Deer Park Commercial Park

Date: March 2, 2006

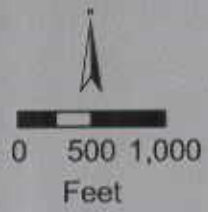
Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Deer Park Commercial Park.

After acceptance by BCC, please provide the utility department with a copy of the executed resolution and a recorded copy of the Easement for the utilities for our files.

Your support and cooperation as always are greatly appreciated.



**GENERAL
LOCATION MAP**



Map Prepared: 3/3/2006
*Depicts General Project Boundary

**Easement for
Utilities to
Deer Park
Commercial Park**

File: March 21, 2006



St. Johns County
Land Mgmt. Systems
Real Estate