

RESOLUTION NO. 2007- 120

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO A PORTION OF SAINT JOHNS SIX MILE CREEK NORTH SUBDIVISION UNITS FOUR AND SIX.

RECITALS

WHEREAS, SJ Land Associates, 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 a portion of Saint Johns Six Mile Creek North Subdivision Units Four and Six; 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.

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 1st day of May, 2007.

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

By: Ben Rich
Ben Rich, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Cheryl Strickland
Deputy Clerk

RENDITION DATE 5/3/07

Prepared by:
St. Johns County Real Estate Division
4020 Lewis Speedway
St. Augustine FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 8th day of March, 2006,
By S J Land Associates LLC with an address of 100 E. Town Place
hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political St. Augustine
subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. FL 32092
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.

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 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 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 Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 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 or structures 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. This Grant of Easement shall insure to the benefit of 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, 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:

VJ Cunningham
Witness

VANESSA CUNNINGHAM
Witness Print Name

Laura Hendricks
Witness

Laura Hendricks
Witness Print Name

By: [Signature]
Its: Exec Development & Administration

James E. Davidson, Jr.
Executive, Development & Administration
Sea Land Associates, LLC

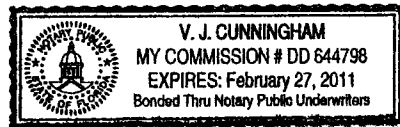
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8th day of March, 2008, by James E Davidson, Jr who has produced 7 as identification or is personally known to me.

VJ Cunningham
Notary Public, State of Florida

VJ Cunningham
Print Name

February 27, 2011
Commission Expires





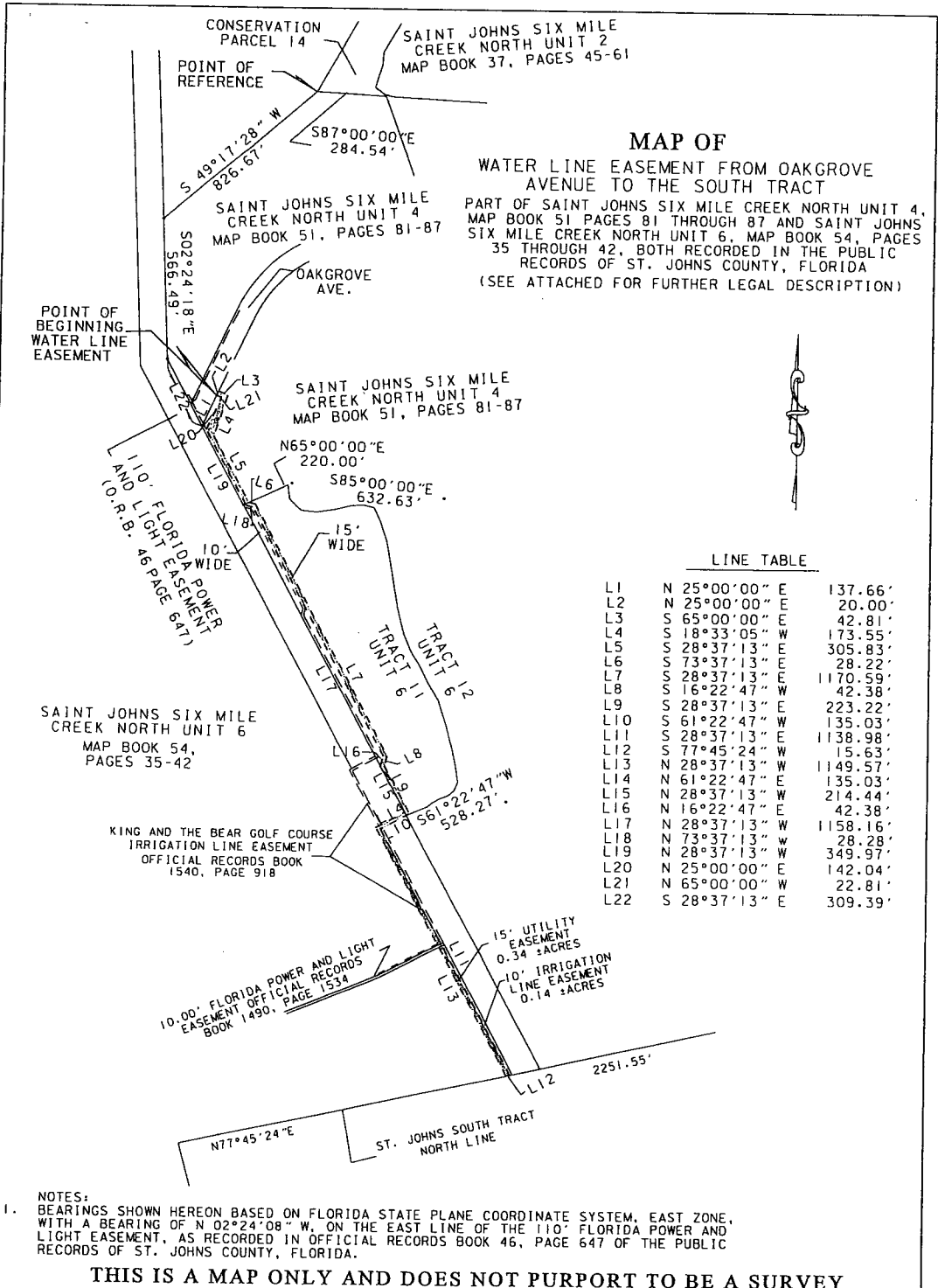
Infrastructure, environment, facilities

WATERLINE EASEMENT FROM OAK GROVE AVENUE TO THE SOUTH TRACT

A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, ALSO BEING A PART OF SAINT JOHNS CREEK NORTH UNIT 4, PARCELS 19, 20, 24, 25 AND 26, AS RECORDED IN MAP BOOK 51, PAGES 81 THROUGH 87, TOGETHER WITH A PART OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 6, AS RECORDED IN MAP BOOK 54, PAGES 35 THROUGH 42 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61 INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF CONSERVATION PARCEL NUMBER 14 (A 41.82 ACRE TRACT OF LAND AS SHOWN ON SAID PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2); THENCE SOUTH $49^{\circ}17'28''$ WEST, A DISTANCE OF 826.67 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $02^{\circ}24'18''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 566.49 FEET; THENCE SOUTH $28^{\circ}37'13''$ EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 309.39 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE OF OAK GROVE AVENUE (AN 80 FOOT RIGHT-OF-WAY BY SAID PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 4); THENCE NORTH $25^{\circ}00'00''$ EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT AND ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAK GROVE AVENUE, A DISTANCE OF 137.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $25^{\circ}00'00''$ EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH $65^{\circ}00'00''$ EAST LEAVING SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAK GROVE AVENUE, A DISTANCE OF 42.81 FEET; THENCE SOUTH $18^{\circ}33'05''$ WEST, A DISTANCE OF 173.55 FEET; THENCE SOUTH $28^{\circ}37'13''$ EAST, A DISTANCE OF 305.83 FEET; THENCE SOUTH $73^{\circ}37'13''$ EAST, A DISTANCE OF 28.22; THENCE SOUTH $28^{\circ}37'13''$ EAST, A DISTANCE OF 1170.59 FEET; THENCE SOUTH $16^{\circ}22'47''$ WEST, A DISTANCE OF 42.38 FEET; THENCE SOUTH $28^{\circ}37'13''$ EAST, A DISTANCE OF 223.22 FEET; THENCE SOUTH $61^{\circ}22'47''$ WEST, A DISTANCE OF 135.03 FEET; THENCE SOUTH $28^{\circ}37'13''$ EAST, A DISTANCE OF 1138.98 FEET TO A POINT IN THE NORTHERLY LINE OF SAINT JOHNS SOUTH TRACT; THENCE SOUTH $77^{\circ}45'24''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 15.63 FEET; THENCE NORTH $28^{\circ}37'13''$ WEST LEAVING SAID NORTH LINE, A DISTANCE OF 1149.57 FEET; THENCE NORTH $61^{\circ}22'47''$ EAST, A DISTANCE OF 135.03 FEET; THENCE NORTH $28^{\circ}37'13''$ WEST, A DISTANCE OF 214.44 FEET; THENCE NORTH $16^{\circ}22'47''$ EAST, A DISTANCE OF 42.38 FEET; THENCE NORTH $28^{\circ}37'13''$ WEST, A DISTANCE OF 1158.16 FEET; THENCE NORTH $73^{\circ}37'13''$ WEST, A DISTANCE OF 28.28 FEET; THENCE NORTH $28^{\circ}37'13''$ WEST, A DISTANCE OF 349.97 FEET; THENCE NORTH $25^{\circ}00'00''$ EAST, A DISTANCE OF 142.04 FEET; THENCE NORTH $65^{\circ}00'00''$ WEST, A DISTANCE OF 22.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.18 ACRES MORE OR LESS.

Exhibit A
Page i of 2



MAP OF
WATER LINE EASEMENT FROM OAKGROVE AVENUE TO THE SOUTH TRACT
 PART OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 4, MAP BOOK 51 PAGES 81 THROUGH 87 AND SAINT JOHNS SIX MILE CREEK NORTH UNIT 6, MAP BOOK 54, PAGES 35 THROUGH 42, BOTH RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA
 (SEE ATTACHED FOR FURTHER LEGAL DESCRIPTION)

LINE TABLE

L1	N 25°00'00" E	137.66'
L2	N 25°00'00" E	20.00'
L3	S 65°00'00" E	42.81'
L4	S 18°33'05" W	173.55'
L5	S 28°37'13" E	305.83'
L6	S 73°37'13" E	28.22'
L7	S 28°37'13" E	1170.59'
L8	S 16°22'47" W	42.38'
L9	S 28°37'13" E	223.22'
L10	S 61°22'47" W	135.03'
L11	S 28°37'13" E	1138.98'
L12	S 77°45'24" W	15.63'
L13	N 28°37'13" W	1149.57'
L14	N 61°22'47" E	135.03'
L15	N 28°37'13" W	214.44'
L16	N 16°22'47" E	42.38'
L17	N 28°37'13" W	1158.16'
L18	N 73°37'13" W	28.28'
L19	N 28°37'13" W	349.97'
L20	N 25°00'00" E	142.04'
L21	N 65°00'00" W	22.81'
L22	S 28°37'13" E	309.39'

NOTES:
 1. BEARINGS SHOWN HEREON BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH A BEARING OF N 02°24'08" W, ON THE EAST LINE OF THE 110' FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

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



Infrastructure
 Environment
 Buildings

ARCADIS G&M, Inc.
 1650 Prudential Drive, Suite 400 • Jacksonville, Florida 32207 •
 (904) 721-2991 • Fax: (904) 861-2450
 FI Certification Number: EB 7917 LC 0269 LB 7062

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 6G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Carl J. Schellhase
 CARL J. SCHELLHASE FLA. P.S.M. CERT. NO. LS 5021
 BRENDA D. CATONE FLA. P.S.M. CERT. NO. LS 5447

DATE MARCH 19, 2007 SCALE 1" = 500'

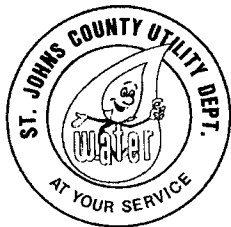
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REQ. NO. 03015

0: 698134 RIVER TRACT WATER EXT. dgn

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: Vickie Battell, Construction Tech III – Utility Engineering
Subject: South Tract Phase 1A Improvements
Date: April 13, 2007

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of South Tract Phase 1A Improvements.

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.