RESOLUTION NO. 2018-146

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE WATER AND SEWER LINES SERVING GREY HAWK ESTATES LOCATED OFF COUNTY ROAD 208.

RECITALS

WHEREAS, Anderson (1995) Limited Partnership, a Delaware partnership, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, associated with the water and sewer lines serving Grey Hawk Estates located off County Road 208; 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 located within this service 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. To the extent that there are typographical, scriveners or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

Section 4. The Clerk of the Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5th day of June, 2018.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

By: Henry Deau, Chair

ATTEST: Hunter S. Conrad, Clerk

Deputy Clerk

RENDITION DATE 6/7/18
EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13th day of April, 2018 by ANDERSON (1995) LIMITED PARTNERSHIP, a Delaware partnership under Agreement dated February 5, 1995, with an address of P.O. Box 38, Old Town, Florida 32680, hereinafter called "Grantor" to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees 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 force mains, 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 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 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. 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) 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 underground water and 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 Grantor.

2. (a) WATER SYSTEM - 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 Grantor’s successors and assigns shall be responsible for maintaining any future water lines
between the water meter and the improvements owned by Grantor served by the utility system.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement,
hereby agrees to maintain the sewer force mains located within the Basement Area.

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 which are required to be
removed in connection with installation, construction, repair, replacement or removal of utility
lines or equipment. Subject to, and within the limitations set forth in, Section 768.28, Florida
Statutes, however, Grantee shall be responsible for damages that are caused by Grantee's
negligence. Nothing in this section shall operate as consent to be sued or as a waiver of Grantee’s
sovereign immunity.

4. This Grant of Easement shall inure to the benefit of and be binding 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 Basement Area or any part thereof.
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

**WITNESSES:**

Signed, sealed and delivered in the presence of:

Matthew E. Read
Printed Name

Joshua S. Weens
Printed Name

**GRANTOR:**

ANDERSON (1995) LIMITED PARTNERSHIP

By: EAGLEFORD (2012) LLC as its General Partner

Robert W. Pereira, II
Manager

4/13/18

STATE OF Massachusetts
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 13 day of April, 2018, by Robert W. Pereira, II, as Manager of Eagleford (2012) LLC, General Partner of Anderson (1995) Limited Partnership, a Delaware limited partnership, on behalf of the company, who is personally known to me or who has produced a valid driver’s license as identification.

Lyn A. Rice
Notary Public

Print Name

My Commission Expires: September 20, 2024

Commission Number:

(Notarial Seal)
Signed, sealed and delivered in the presence of:

Witness Signature 1 (as to Grantor)

Matthew E. Mend
Printed Name

Witness Signature 2 (as to Grantor)

Joshua S. Wernick
Printed Name

ANDERSON (1995) LIMITED PARTNERSHIP

By: MEGHUN LLC
as its General Partner

By: Robert W. Pereira, II
Manager

4/13/18

STATE OF Massachusetts
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 13th day of April, 2018, by Robert W. Pereira, II, as Manager of Meghun LLC, General Partner of Anderson (1995) Limited Partnership, a Delaware limited partnership, on behalf of the company, who is personally known to me or who has produced a valid driver's license as identification.

Lyn L. Rice
Notary Public

Print Name
My Commission Expires: September 20, 2024
Commission Number: (Notarial Seal)
Signed, sealed and delivered in the presence of:

[Signature]
Witness Signature 1 (as to Grantor)

Matthew E. Mead
Printed Name

[Signature]
Witness Signature 2 (as to Grantor)

Joshua S. Wernicke
Printed Name

ANDERSON (1995) LIMITED PARTNERSHIP

By: CLAMPETT LLC
as its General Partner

[Signature]
Robert W. Pereira, II
Manager

4/13/16

STATE OF Massachusetts
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 13 day of April, 2016, by Robert W. Pereira, II, as Manager of Clampett LLC, General Partner of Anderson (1995) Limited Partnership, a Delaware limited partnership, on behalf of the company, who is personally known to me or who has produced a valid driver's license as identification.

[Signature]
Notary Public

Print Name
My Commission Expires: September 20, 2024
Commission Number:

(Notarial Seal)
EXHIBIT "A"

EASEMENT AREA

A PARCEL OF LAND IN GOVERNMENT LOT 5, SECTION 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF TRACT "A", AS SHOWN ON THE PLAT OF GREY HAWK ESTATES, MAP BOOK 72, PAGES 93-97 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT "A" AND WITH THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1587.02 FEET, A CHORD BEARING OF NORTH 83°24'08 WEST AND A CHORD DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 03°37'14 WEST A DISTANCE OF 37.68 FEET; THENCE NORTH 73°55'42 WEST, ALONG THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD 208, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED, A DISTANCE OF 15.36 FEET; THENCE NORTH 03°37'14 EAST A DISTANCE OF 35.33 FEET; THENCE ALONG THE SOUTH LINE OF SAID TRACT "A" AND WITH THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1587.02 FEET, A CHORD BEARING OF SOUTH 82°42'57 EAST AND A CHORD DISTANCE OF 15.03 FEET TO THE POINT OF BEGINNING. CONTAINING 547 SQUARE FEET, MORE OR LESS.
EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners
Utility Department

INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Real Estate Coordinator
FROM: Larry Miller, Utility Chief Engineer
SUBJECT: Grey Hawk Estates
DATE: March 9, 2018

Please present the Easement for Utilities to the Board of County Commissioners (BCC) for final approval and acceptance of Grey Hawk Estates.

After acceptance by BCC, please provide the Utility Department with a copy of the executed Resolution for our files.

Your support and cooperation as always are greatly appreciated.
Easement for Utilities

Grey Hawk Estates