

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, scrivener 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 Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

Pam Halterman
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 Easement 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 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 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. Mead
Witness Signature 1 (as to Grantor)

Matthew E. Mead
Printed Name

Justin S. Weernig
Witness Signature 2 (as to Grantor)
Justin S. Weernig
Printed Name

GRANTOR:

ANDERSON (1995) LIMITED PARTNERSHIP

By: EAGLEFORD (2012) LLC as its General Partner

Robert W. Pereira, II
Robert W. Pereira, II
Manager

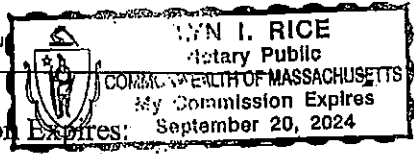
4/13/18

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:

ANDERSON (1995) LIMITED PARTNERSHIP

Matthew E. Mead
Witness Signature 1 (as to Grantor)

By: MEGHUN LLC
as its General Partner

Matthew E. Mead
Printed Name

Robert W. Pereira, II
Robert W. Pereira, II
Manager

4/13/18

Joshua S. Wernick
Witness Signature 2 (as to Grantor)

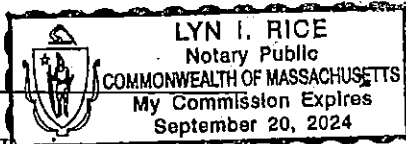
Joshua S. Wernick
Printed Name

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 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 I. Rice
Notary Public

Print Name
My Commission Expires:
Commission Number:



(Notarial Seal)

Signed, sealed and delivered in the presence of:

ANDERSON (1995) LIMITED PARTNERSHIP

Matthew E. Mead
Witness Signature 1 (as to Grantor)

By: CLAMPETT LLC
as its General Partner

Matthew E. Mead
Printed Name

Robert W. Pereira, II
Robert W. Pereira, II
Manager

4/13/18

Josua S. Wernig
Witness Signature 2 (as to Grantor)

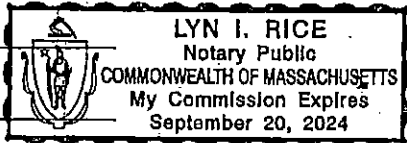
JOSUA S. WERNIG
Printed Name

STATE OF Massachusetts
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 13 day of April, 2018 ~~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.

Lyn I. Rice
Notary Public

Print Name
My Commission Expires:
Commission Number:



(Notarial Seal)

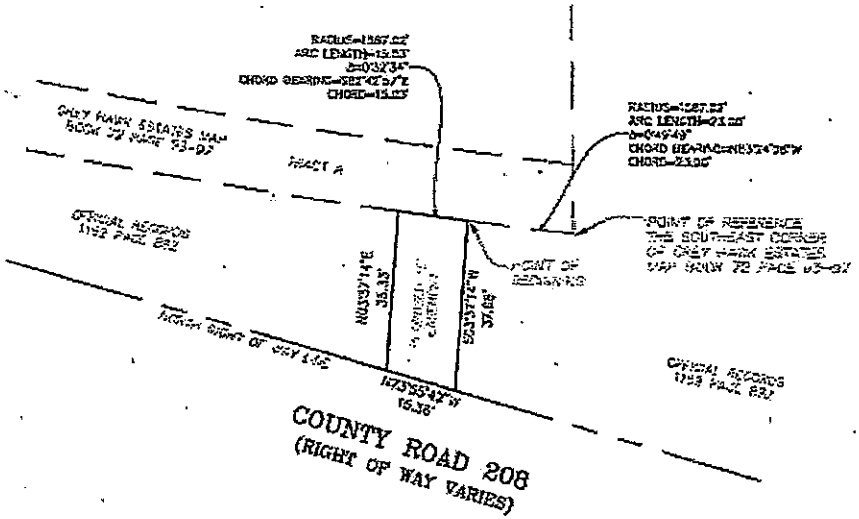
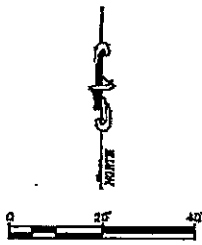
EXHIBIT "A"

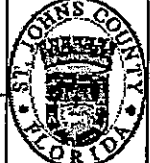
EASEMENT AREA

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.

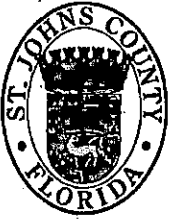
MAP SHOWING A SKETCH OF DESCRIPTION OF
 A PORTION OF GOVERNMENT LOT 5, SECTION
 6, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST.
 JOHNS COUNTY, FLORIDA. FOR: ST. JOHNS'
 COUNTY ENGINEERING DEPARTMENT

- EXCEPTIONS:
1. ALL DIMENSIONS OF THE BOUNDARY ARE ORIGINALLY BASED ON A 1952 PLAN.
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AMENDMENTS			ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS SURVEYING AND MAPPING DIVISION 500 SAN SEBASTIAN VIEW ST AUGUSTINE, FLORIDA 32084 Phone (904) 209-0770 Email: goliver@sjcd.us	DRAWN BY: CALEY
PATRICIA GAIL OLIVER, P.S.M. NO. 4584 PROFESSIONAL SURVEYOR AND MAPPER FIELD SURVEY DATE: MARCH 14, 2015	GREY HAWK ESTATES UTILITY EASEMENT			FILE NUMBER: S-140
SKETCH OF DESCRIPTION				SHEET NO. 1 of 1

THIS SURVEY WAS CONDUCTED FOR GREY HAWK ESTATES UTIL. DISTRICT BY GREY HAWK ESTATES UTIL. DISTRICT 2/14/2015 3:30 PM BY CALEY



St. Johns County Board of County Commissioners

Utility Department

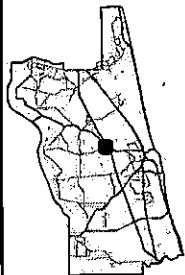
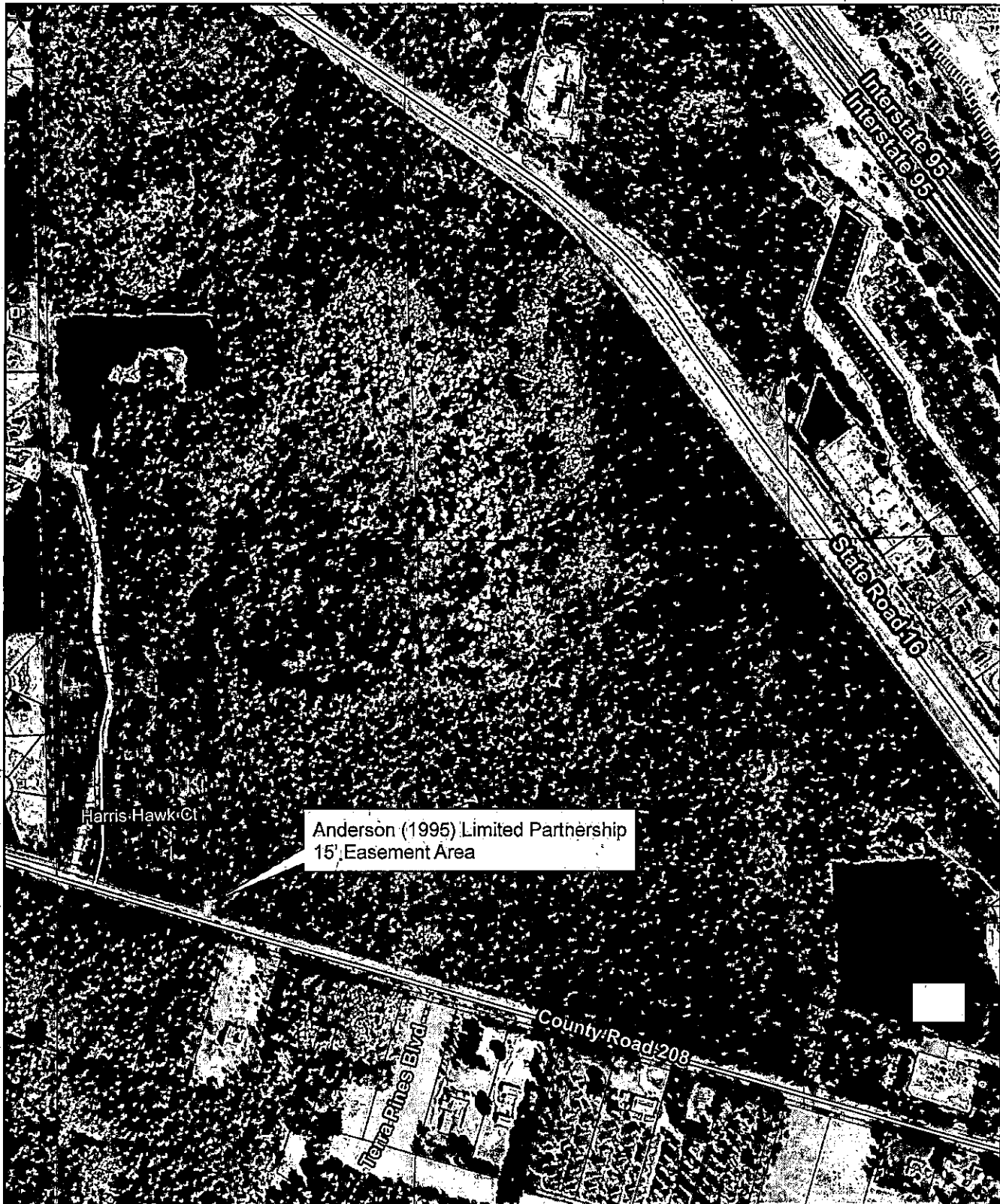
INTEROFFICE MEMORANDUM

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.



2013 Aerial Imagery
0 250 500
Feet
April 25, 2018

Easement for Utilities

Grey Hawk Estates

Land Management
Systems
Real Estate
Division
(904) 209-0764

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

