

RESOLUTION NO. 2023- 313

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE FIRE HYDRANT TO SERVE MOULTRIE APARTMENTS LOCATED AT 2250 OLD MOULTRIE ROAD.

RECITALS

WHEREAS, Moultrie Partners, Ltd., a Florida limited partnership has executed and presented to the County an Easement associated with the fire hydrant to serve Moultrie Apartments located at 2250 Old Moultrie Road, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; 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.

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.

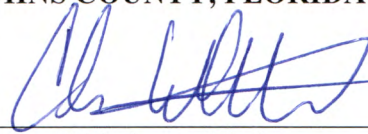
Section 4. The Clerk of the Circuit Court is instructed to record the original Easements for Utilities in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5th day of September, 2023.

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

Rendition Date SEP 06 2023

By: _____



Christian Whitehurst, Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

By: _____



Deputy Clerk



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5th day of July, 2023 by Moultrie Partners, Ltd., with an address of 1201 S. Orlando Avenue; Suite 203, Winter Park, Florida 32789, 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 Fire Hydrant 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 the Fire Hydrant 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. Fire Hydrant - The Grantee shall maintain Fire Hydrant(s) and shall be responsible for maintaining the water line located within the boundary of the Easement.

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. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. Grantee shall repair and/or replace (or cause the repair or replacement of) any adjacent utility lines damaged by Grantee's exercise of its rights under this easement promptly after discovering or being informed that such adjacent utility lines were damaged. Grantor shall have the right to take such action under this Section as it reasonably deems necessary to repair and/or replace such damaged utility lines and to charge Grantee the cost of such repair or replacement.

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

Signed, sealed and delivered
In the presence of:

CORIANO, LATINA NR
Witness Signature

CORIANO, LATINA NR
Print Name

By: Moultrie Partners, Ltd

By: Strong Moultrie, LLC, General Partner

Zander Strong
Print Name: Zander Strong
Its: Managing Member

Rocio Hamann
Witness Signature

Rocio V. Hamann
Print Name

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of July, 2023, by Zander Strong as Managing Member, Strong Moultrie, LLC for Moultrie Partners, LTD.

Rocio Hamann
Notary Public
My Commission Expires: 9/11/2026

Personally Known or Produced Identification
Type of Identification Produced

Notary Public



Exhibit "A" to the Easement

MOULTRIE APARTMENTS - OFFICIAL RECORDS 3460, PAGE 1794 - UTILITY EASEMENT

A PARCEL OF LAND, BEING A PORTION OF OFFICIAL RECORDS BOOK 3460, PAGE 1794 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO LYING IN SECTION 41, TOWNSHIP 7 SOUTH, RANGE 30 EAST, OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID OFFICIAL RECORDS BOOK 3460, PAGE 1794 AS RECORDED IN SAID COUNTY, LYING ON THE EASTERLY RIGHT OF WAY LINE OF OLD MOULTRIE ROAD AS NOW ESTABLISHED; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE AND NORTHERLY ALONG THE ARC OF A CURVE, BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 2897.93 FEET, THROUGH A CENTRAL ANGLE OF 02°29'40", AN ARC DISTANCE OF 126.17 FEET, SAID ARC BEING SUBTENDED BY A CORD BEARING AND DISTANCE OF NORTH 00°16'31" EAST, 126.16 FEET TO A POINT OF TANGENCY OF SAID RIGHT OF WAY LINE; THENCE NORTH 00°58'19" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 37.09 FEET TO THE POINT OF BEGINNING.

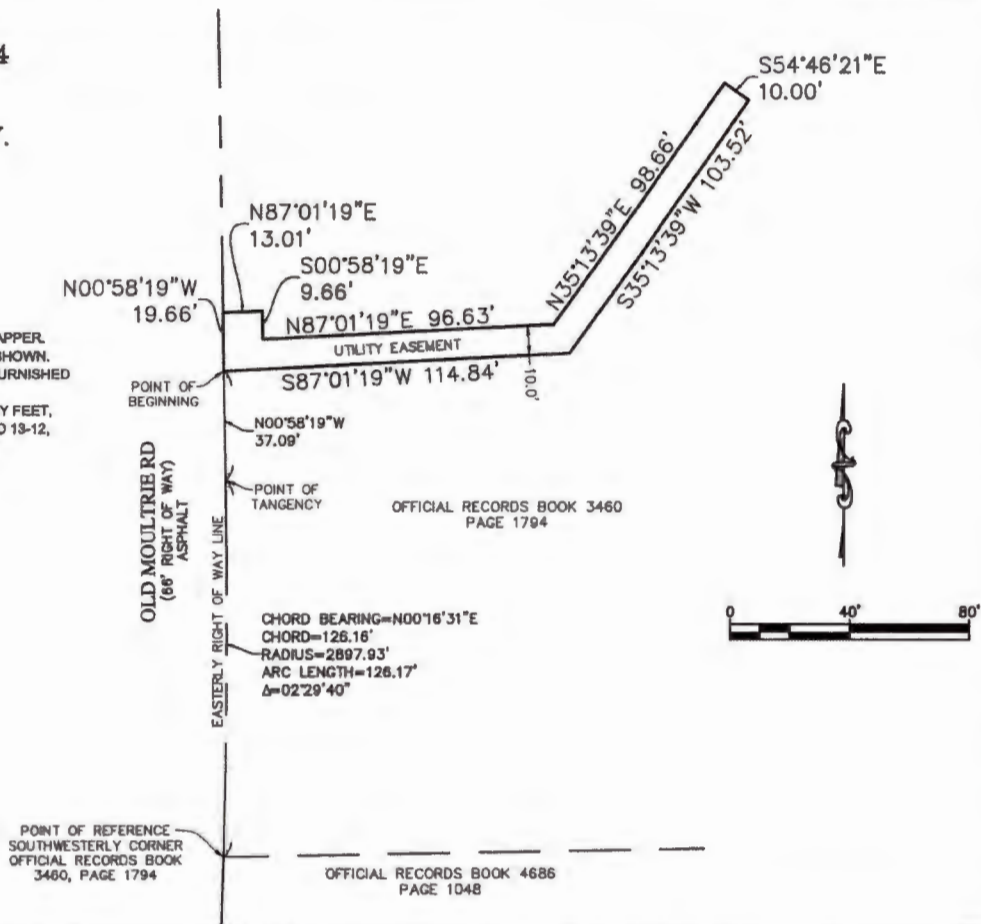
FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 00°58'19" WEST, A DISTANCE OF 19.66 FEET; THENCE NORTH 87°01'19" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 13.01 FEET TO A POINT THAT IS 13.00 FEET OFFSET AND PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 00°58'19" EAST, ALONG A LINE THAT IS 13.00 FEET PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 9.66 FEET; THENCE NORTH 87°01'19" EAST, A DISTANCE OF 96.63 FEET; THENCE NORTH 35°13'39" EAST, A DISTANCE OF 98.66 FEET; THENCE SOUTH 54°46'21" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 35°13'39" WEST, A DISTANCE OF 103.52 FEET; THENCE SOUTH 87°01'19" WEST, A DISTANCE OF 114.84 FEET TO THE POINT OF INTERSECTION WITH AFOREMENTIONED EASTERLY RIGHT OF WAY LINE; SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 2,259 SQUARE FEET, MORE OR LESS

MAP SHOWING A SKETCH OF DESCRIPTION OF A
 PORTION OF OFFICIAL RECORDS BOOK 3460, PAGE 1794
 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS
 COUNTY, FLORIDA, ALSO LYING IN SECTION 41,
 TOWNSHIP 7 SOUTH, RANGE 30 EAST, OF SAID COUNTY.
 FOR: ST. JOHNS COUNTY UTILITIES DEPARTMENT

SURVEYORS NOTES:

1. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
2. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
4. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
5. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011. ST. JOHNS COUNTY GEODETIC NETWORK CONTROL POINTS 13-7 AND 13-12, BEARING S02°59'33"E.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2021.



THIS DRAWING MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS, CHAPTER 63-17, F.A.C.; PURSUANT TO SECTION 472.027 FLORIDA STATUTES; SUBJECT TO ALL NOTES AND NOTATIONS SHOWN HEREON.

MOULTRIE APARTMENTS
 O.R.B. 3460, PG. 1794
 UTILITY EASEMENT

SKETCH OF DESCRIPTION
 DATE OF SKETCH: JULY 25, 2023



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084

DONALD A. BRADSHAW P.S.M. NO. 5513
 Phone (904) 209-0770
 Email: dbradshaw@sjcfl.us

DRAWN BY: J.MANNING

FILE NUMBER: S-1289

SHEET NO. 1

OF 1

T:\Survey\LandProj\1403\MOULTRIE APARTMENTS UTIL EASE.dwg OLD MOULTRIE APARTMENTS UTIL EASE 1.dwg



**ST. JOHNS COUNTY
UTILITIES**

1205 State Road 16
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
DATE: Moultrie Apartments (2250 Old Moultrie Rd – Fireline with Hydrants)
SUBJECT: July 26, 2023

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Moultrie Apartments Fire line and Hydrants.

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.




 2021 Aerial Imagery
 Date: 8/7/2023

Easement for Utilities

 Moultrie Apartments
 2250 Old Moultrie Road

Land Management
 Systems
 Real Estate
 Division
 (904) 209-1276

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.

