RESOLUTION NO. 2024-273

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A NEW WATER TRANSMISSION MAIN TO BE LOCATED ALONG SOUTH DANCY AVENUE IN HASTINGS.

RECITALS

WHEREAS, a property owner 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 installation of a new water transmission main to be located along South Dancy Avenue in Hastings; and

WHEREAS, this property is ideally located for placement of a water transmission main to provide additional potable water capacity to the Hastings downtown area and allow for future sewer force and concentrate mains. This new water main will improve the capacity of the transmission system in Hastings and provide commercial fire flow capabilities to the Hastings downtown area businesses; and

WHEREAS, it is in the best interest of the County to accept this Easement for Utilities 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 <u>do not</u> 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 16th day of July, 2024.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

JUL 16 2024

Rendition Date____

BY:_

Sarah Arnold, Chair

ATTEST: Brandon J. Patty,

Clerk of the Circuit Court & Comptroller

Deputy Clerk



-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

EASEMENT FOR UTILITIES

THIS EASEMENT FOR UTILITIES ("Easement") executed and given this 16th day of July, 2024 by **AGNL TRACTOR** (**FL, GA)**, **L.L.C.**, a Delaware limited liability company, with an address of c/o TPG Angelo Gordon, 245 Park Avenue, 24th Floor, New York, NY 10167, 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:

- **A.** WHEREAS, Grantor owns that certain real property located in St. Johns County, Florida, more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "<u>Property</u>").
- **B.** WHEREAS, Grantee desires to obtain a perpetual, non-exclusive easement over and upon the real property described on <u>Exhibit B</u> attached hereto (the "<u>Easement Area</u>") for the purposes more particularly described herein.
- C. WHEREAS, Grantor is willing to grant such easement in return for receiving certain valuable considerations and covenants regarding Grantee's use of the property.
- **NOW THEREFORE,** in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual covenants and promises set forth below the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:
- 1. Recitals. The foregoing recitals are incorporated herein by reference as though fully set forth below.
- 2. Grant of Easement. Grantor does hereby grant, bargain, alienate, remise, release, convey and confirm unto Grantee a non-exclusive perpetual easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, sewer force mains, reuse 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 the "Facilities") over and upon 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 to Grantee any right to install, construct, operate, maintain, repair, replace, or remove other utilities including,

without limitation, cable television service lines, telecommunications, telephone, telegraph, electric, gas, and drainage facilities.

The easement herein granted is subject to the following covenants, conditions, 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 any other purposes which do not unreasonably interfere with the rights herein granted to Grantee.
- b. The Facilities shall be installed, operated and maintained at all times by Grantee, at Grantee's sole cost and expense, beneath the surface of the Easement Area provided that the Facilities may be temporarily exposed or removed to the surface of the Easement Area when necessary or required for the sole purpose of repairing and/or replacing the Facilities. Grantee shall arrange and conduct the performance of such installation, construction, repair or maintenance after normal business hours, when possible, and shall minimize impacts to the business when work is performed within normal business hours.
- c. The easement granted by this instrument may be relocated to a location reasonably acceptable to the Grantor and Grantee, as applicable, at any time upon either party's request; provided, that Grantor shall bear the cost of relocating the underground water and sewer utility lines and facilities located within the Easement Area only if Grantor requests such relocation. In the event Grantee requests a relocation of the easement granted herein, Grantee shall bear the cost of relocating the underground water and sewer utility lines and facilities located within the Easement Area. In the event the Easement Area is relocated at the request of either party as herein provided, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement Area to a new easement area.
- **d.** Grantee shall exercise the easement rights conveyed herein in a manner which shall not unreasonably interfere with use and occupancy of the improvements constructed upon the Property.

3. <u>Maintenance Obligations</u>.

- a. WATER SYSTEM: The Grantee, at Grantee's sole cost and expense, shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.
- **b.** SEWER FORCE MAINS: Grantee, at Grantee's sole cost and expense, shall maintain the sewer force mains located within the Easement Area.
- c. GRAVITY SEWER SYSTEM: Grantee, at Grantee's sole cost and expense, shall maintain gravity sewer lines located within the Easement Area. The Grantee's

maintenance of gravity sewer lines shall extend from "manhole-to-manhole"; provided that such maintenance obligation shall not include the maintenance of sewer service laterals located on the Property. Grantor shall be responsible for the maintenance of such sewer service laterals located on the Property.

- d. REUSE SYSTEM: The Grantee, at Grantee's sole cost and expense, shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor, or Grantor's successors and assigns, shall be responsible for maintaining any reuse lines between the reuse meter and the improvements served by the utility system that are located on the Property.
- 4. Restoration. Immediately upon the completion of any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall restore the Property, refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement, maintenance, or removal, and Grantee shall be responsible for restoration of sod, landscaping, planting, pavement, parking spaces or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement, maintenance, or removal of utility lines or equipment.
- Insurance. Grantee shall maintain and shall cause its contractors to maintain (i) commercial general liability insurance with limits of not less than \$1,000,000 any one occurrence, \$2,000,000 products completed operations and in an aggregate which shall be maintained through the applicable statute of repose, (ii) workers' compensation insurance in statutory amounts and employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit for bodily injury by disease, (iii) automobile liability insurance, including coverage for owned, non-owned, leased and hired autos, in the minimum amount of \$1,000,000, (iv) excess or umbrella insurance subject to minimum limits of \$10,000,000 per occurrence and in the aggregate sitting excess of the commercial general liability, automobile liability and employer's liability and (vi) pollution insurance or contractor's pollution insurance in the amount of \$2,000,000 per claim which shall remain in force through the applicable statute of repose. All such insurance shall be primary and non-contributory to any insurance available to Grantor and Additional Insureds and all insurance (except for worker's compensation) shall include Grantor and Grantor's Lender and affiliates and their respective members, partners, officers, directors, employees as additional insureds (collectively, "Additional Insureds"). Grantee waives and shall cause its contractors to waive all rights of subrogation against Grantor and Additional Insureds for any liability and workers' compensation claims incurred in relation to the rights granted under this Agreement. Grantee shall provide a certificate of insurance to Grantor to evidence such insurance upon the request of Grantor.
- 6. <u>Indemnification</u>. In consideration of the granting of this Easement, Grantee hereby agrees to indemnify, defend and hold Grantor and tenants of Grantor harmless from and against any and all claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such claims are caused by the negligence of Grantee or any officer, employee, representative or agent of Grantee, including losses, damages, causes

of action, claims, liabilities, cost and expenses, and reasonable attorneys' fees and court costs. Nothing herein shall be construed as a waiver of Grantee's sovereign immunity nor as its consent to be sued by third parties. Grantee's liability is limited in an amount not to exceed the monetary limits on liability and attorney's fees and costs set forth in Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes (2023), as this statute may be amended from time to time, are deemed to apply to this contractual agreement to indemnify as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

7. Notice. Grantee shall provide Grantor no less than ten (10) days' written notice prior to entering onto the Property, unless immediate access is necessary to perform emergency repairs to the Easement Area in which case Grantee may enter onto the Property with no prior notice to Grantor. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by electronic mail to the addresses referenced below; provided, however, that if notice is delivered pursuant to clause (d) a confirmation copy by one of the means specified in clauses (a)-(c) above shall be required, and such notices shall be addressed as follows:

Grantor: AGNL Tractor (FL, GA), L.L.C.

c/o TPG Angelo Gordon 245 Park Avenue, 24th Floor New York, NY 10167-0094 Attn: Gordon J. Whiting

Email: GWhiting@angelogordon.com

With a copy to: AGNL Tractor (FL, GA), L.L.C.

c/o TPG Angelo Gordon 245 Park Avenue, 24th Floor New York, NY 10167-0094 Attn: Asset Management

Email: NLAssetMGMT@angelogordon.com

With a copy to: Paul Hastings LLP

2050 M Street NW Washington, DC 20036

Attn: Michael K. Berman, Esq.

Ernail: michaelberman@paulhastings.com

Grantee: St. Johns County Utilities Department

1205 State Road 16 St. Augustine, FL 32084 Attn: Neal Shinkre, Director Email: nshinkre@sjcfl.us

Phone: (904) 209-2700

With a copy to: St. Johns County

Office of County Attorney 500 San Sebastian View St. Augustine, FL 32084 Attn: Jalisa Ferguson, Esq. Email: jferguson@sjcfl.us Phone: (904) 209-0805

- **8.** <u>General Provisions</u>. The following general provisions shall apply to the Easement and other rights and privileges granted herein:
- a. <u>Covenants with the Land; Assignment</u>. All rights, privileges, obligations, benefits and burdens arising hereunder are perpetual covenants running with the land and are binding upon and inure to the benefit of the parties and their respective successors or assigns in title during their respective periods of title ownership.
- **b.** <u>Counterparts</u>. This Easement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
- c. <u>Captions, Number and Gender</u>. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. The singular and plural shall each include the other where appropriate. Words of any gender shall include other genders when the context so permits.
- **d.** <u>Severability</u>. In the event any one or more of the provisions of this Easement are determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.
- e. <u>Governing Law.</u> This Easement shall be governed and interpreted in accordance with the laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES COMMENCE ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first written above.

Signed, sealed and delivered	<u>GRANTOR</u> :			
In the presence of:	AGNL TRACTOR (FL, GA), L.L.C., a Delaware limited liability company			
Witness Signature	By: AGNL Manager III, Inc., its Manager			
	Ву:			
Print Name	Name: Gordon J. Whiting Title: President			
Witness Address:				
AGNL TRACTOR (FL, GA), L.L.C. c/o TPG Angelo Gordon 245 Park Avenue, 24th Floor New York, NY 10167-0094				
Witness Signature				
Print Name				
Witness Address:				
AGNL TRACTOR (FL, GA), L.L.C. c/o TPG Angelo Gordon 245 Park Avenue, 24th Floor New York, NY 10167-0094				
STATE OF				
or \square online notarization, this, on be	day of, 2024, by half of AGNL Tractor (FL, GA), L.L.C., a Delaware personally known to me or has produced			
(Notary Seal)	Notary Public:			

Signed, sealed and delivered	<u>GRANTEE</u> :
In the presence of:	ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida
Witness Signature	By:
Print Name	
Witness Address: St. Johns County, Florida 4010 Lewis Speedway St. Augustine, FL 32084	
Witness Signature	
Print Name	
Witness Address: St. Johns County, Florida 4010 Lewis Speedway St. Augustine, FL 32084	
STATE OF FLORIDA COUNTY OF ST. JOHNS	
or □ online notarization, this	s acknowledged before me by means of \square physical presence day of, 2024, by Joy Andrews as St. Johns County, Florida, who is personally known to me or as identification.
	Notary Public:
(Notary Seal)	My Commission Expires:

EXHIBIT "A"

The Property

LOTS 1 THROUGH 6, JAMES M. DANCY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 80, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. LESS AND EXCEPTING THEREFROM THE SOUTH 200 FEET OF SAID LOTS 1 AND 2, AND LESS AND EXCEPTING THEREFROM ANY PORTION OF SAID LOTS 1 THROUGH 6 LYING IN THE RIGHT-OF-WAY OF STATE ROAD NO. 207, AND FURTHER EXCEPTING THEREFROM THAT PORTION OF LOTS 1 THROUGH 6 ACQUIRED BY THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, AND DESCRIBED ON PAGES 1038 AND 1039 OF ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1360, PAGES 1035 THROUGH 1044, INCLUSIVE, AND AS DESCRIBED IN ORDER OF TAKING AS RECORDED IN OFFICIAL RECORDS BOOK 1539, PAGE 1534, ALL OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE ABOVE DESCRIBED LEGAL DESCRIPTION IS THE SAME AS SURVEYED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 6, JAMES M. DANCY SUBDIVISION, THENCE NORTH 00 DEGREES 20' 37" WEST, ALONG THE WEST BOUNDARY OF LOT 6, 568.0 FEET TO A POINT 42.0 FEET SOUTH OF THE NORTH BOUNDARY OF LOT 6. THENCE NORTH 89 DEGREES 39' 23" EAST 350.0 FEET, THENCE NORTH 82 DEGREES 55' 18" EAST 273.08 FEET, THENCE NORTH 00 DEGREES 20' 37" WEST 10.0 FEET, THENCE NORTH 89 DEGREES 39' 23" EAST 31.52 FEET, THENCE SOUTH 77 DEGREES 52' 55" EAST 64.77 FEET, THENCE SOUTH 90 DEGREES 00' 00" EAST 13.98 FEET, THENCE NORTH 78 DEGREES 50' 42" EAST 74.51 FEET TO THE SOUTHERLY RIGHT OF WAY OF SR 207 AND THE NORTHERLY BOUNDARY OF LOT 1. THENCE NORTH 89 DEGREES 39' 23" EAST 231.99 FEET TO A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 29.53 FEET AND A DELTA ANGLE OF 89 DEGREES 40' 43". CONTINUE ALONG SAID CURVE FOR 46.22 FEET TO THE EAST BOUNDARY OF LOT 1 AND THE WESTERLY RIGHT OF WAY OF SOUTH DANCY AVENUE. THENCE SOUTH 00 DEGREES 39' 06" EAST ALONG THE WESTERLY RIGHT OF WAY OF SOUTH DANCY AVENUE 380.63 FEET. THENCE SOUTH 89 DEGREES 39' 23" WEST 335.00 FEET TO A POINT 200 FEET NORTH OF THE SOUTHERN BOUNDARY OF LOT 2. THENCE SOUTH 00 DEGREES 20' 37" EAST 200.00 FEET TO THE SOUTHEAST CORNER OF LOT 3. THENCE SOUTH 89 DEGREES 38' 21" WEST 702.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.49 ACRES MORE OR LESS.

(PARCEL NUMBER 046470-0000)

EXHIBIT B

Easement Area

See attached.

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF A PART OF SECTIONS 18, TOWNSHIP 9 SOUTH, RANGE 28 EAST SAINT JOHNS COUNTY, FLORIDA

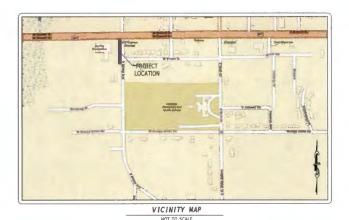
20' UTILITY EASEMENT:

A PART OF SECTION 18, TOWNSHIP 09 SOUTH, RANGE 28 EAST, SAINT JOHNS COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH DANCY AVENUE (A 40 FOOT RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207 (A VARIABLE WIDTH RIGHT-OF-WAY); THENCE DEPARTING LAST SAID INTERSECTION, SOUTH 00 DEGREES 42 MINUTES 30 SECONDS EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH DANCY AVENUE, 29.37 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH DANCY AVENUE, SOUTH 00 DEGREES 42 MINUTES 30 SECONDS EAST, 350.84 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 109, PAGE 131 OF THE PUBLIC RECORDS OF SAINT JOHNS COUNTY, FLORIDA, SAID LINE ALSO BEING PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.207; THENCE SOUTH 89 DEGREES 39 MINUTES 23 SECONDS WEST, ALONG LAST SAID NORTHERLY LINE, 20.00 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 30 SECONDS WEST, ALONG A LINE PARALLEL TO THE WESTERLY LINE OF SAID SOUTH DANCY AVENUE, 378.68 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 29.51 FEET; THENCE CONTINUE ALONG THE ARC OF LAST SAID CURVE AN ARC DISTANCE OF 36.70 FEET TO THE POINT OF BEGINNING, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 36 DEGREES 16 MINUTES 42 SECONDS FAST, 34.38 FEET.

THE LAND THUS DESCRIBED CONTAINS 0.17 ACRES (7424 SQUARE FEET), MORE OR LESS.



SURVEYOR'S NOTES

- 1) THIS IS A SKETCH AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- 2) BEARINGS SHOWN HEREON REFERENCE THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 78050-2528) ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 207, HAVING A BEARING OF NORTH 89'39'23" EAST.
- 3) ALL DIMENSIONS SHOWN HEREON ARE IN FEET UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AS DEFINED BY CHAPTER 5J-17.052(6), FLORIDA ADMINISTRATIVE CODE (F.A.C.) SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.

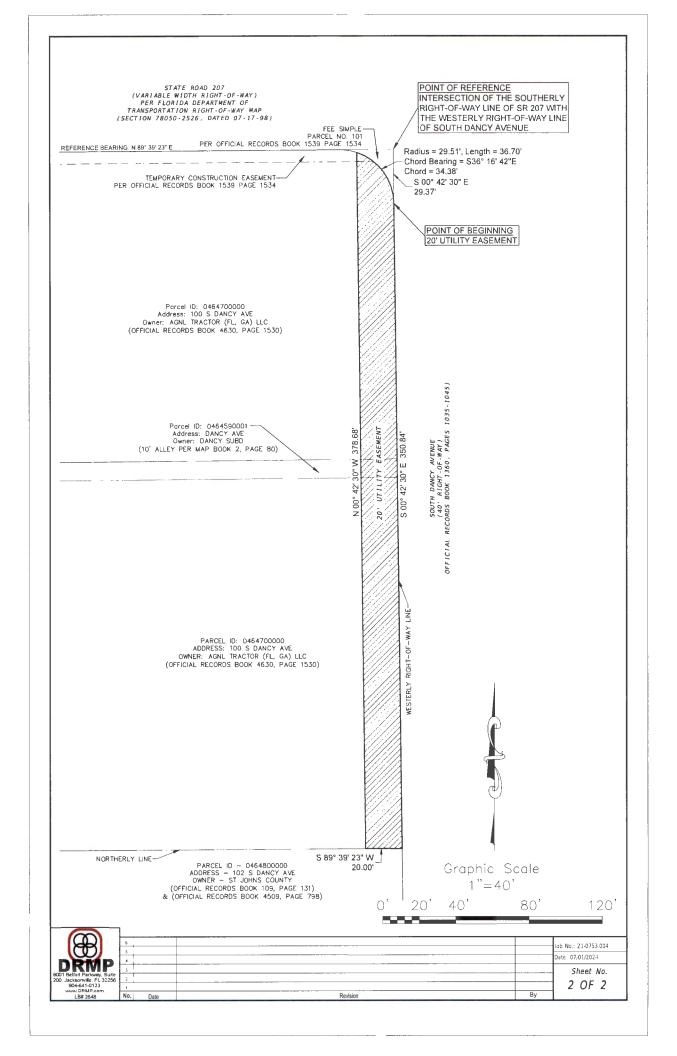
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY RANDY L. TOMPKINS ON 07/03/2024. USING A DIGITAL SIGNATURE.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE SIGNING FLORIDA LICENSED SURVEYOR AND MAPPER.





(00)						
196	A				Index of Survey Sheets	Job No.: 21-0753.004
	A				SHEET 1 (COVER SHEET)	Date: 07/01/2024
8001 Belfort Parkway, Suite	1				SHEET 2 SKETCH	Sheet No.
200, Jacksonville, FL 32256	2					1 05 3
904-641-0123 www.DRMP.com	\triangle					1 OF 2
LB# 2648	No.	Date	Revision	By		









2023 Aerial Imagery

Date: 6/24/2024

Easement for Utilities S. Dancy Avenue



Land Management Systems (904) 209-0764

<u>Disclaimer:</u>
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.