

RESOLUTION NO. 2024-92

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 NORTH 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 North 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, 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 March, 2024.

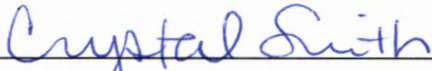
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

BY: _____


Sarah Arnold, Chair

Rendition Date: MAR 05 2024

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


Deputy Clerk

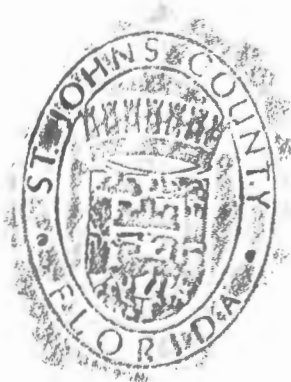


EXHIBIT "A" TO RESOLUTION

Prepared by:
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2024 by **REIT, LLC**, a Florida limited liability company, with an address of 800 Ifield Road, St. Augustine, FL 32095, 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, alienate, 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, 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 "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.

(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 water lines between the water meter and the improvements 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.

(c) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

(d) REUSE SYSTEM - The Grantee 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.

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, and Grantee shall 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. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

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:

REIT, LLC

Rosie Ford
Witness Signature

By: Richard Popovich

Laurie Ford
Print Name

Print Name: Richard Popovich

Title: MGR REIT LLC

500 San Sebastian View

St. Augustine, FL 32084
Witness Address REQUIRED BUSINESS OR PERSONAL

Sheri Lewis
Witness Signature

Sheri Lewis
Print Name

500 San Sebastian View

St. Augustine FL 32084
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of February, 2024, by Richard Popovich, on behalf of REIT, LLC, who is personally known to me or has produced FL ID as identification.

(Notary Seal)

Notary Public: Sheri Lewis
My Commission Expires: _____



EXHIBIT "A"

EASEMENT AREA

PARCEL 1:

20-FOOT EASEMENT ALONG THE EASTERN BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OR BOOK 5549 PG 1586 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

In the Town of Hastings, beginning at the intersection of the West line of Dancy Avenue, with the North line of Church Street (also known as Palatka Brick Road); run thence West along the North line of Church Street 290 feet; thence North parallel to Dancy Avenue 300 feet to land of Cody; thence East parallel to Church Street 140 feet to land of Cody; thence South 50 feet; thence East 150 feet to West line of Dancy Avenue; thence South along West line of Dancy Avenue 250 feet to Point of Beginning, being a portion of the Northwest Quarter of the Southeast Quarter of Section 18, Township 9 South, Range 28 East, Subject to right of way of State Road 207.

LESS AND EXCEPT right of way for State Road 207 described in Deed Book 224, Page 430, and in that Order of Taking recorded in Official Records Book 1539, Page 1573.

(PARCEL NUMBER 045830-0000)

PARCEL 2:

20-FOOT EASEMENT ALONG THE EASTERN BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OR BOOK 5549 PG 1586 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Lots 7, 8 and 9, Block 44, Hastings, 5 acres, according to the Official Map of Hastings which is not recorded. This property is part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 18, Township 9 South, Range 28 East, Excepting therefrom that portion of said Lot 9 which was conveyed to Saint Augustine Ice Company on June 22, 1950, by Deed Recorded in Deed Book 186, Page 322 of the Public Records of Saint Johns County, Florida.

(PARCEL NUMBER 045840-0000)

PARCEL 3:

20-FOOT EASEMENT ALONG THE EASTERN BOUNDARY LINE OF THOSE LANDS DESCRIBED IN OR BOOK 5549 PG 1586 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being a part of the Northwest ½ of the Southeast ¼ of Section 18, Township 9, Range 28, Saint Johns County, Florida, and being in the Town of Hastings, Florida, and more particularly described as follows:

Commencing at a point where the Southerly right of way line of the Florida East Coast Railway intersects the Westerly right of way boundary line of Dancy Avenue in Hastings, Florida; thence run Southerly and long the Westerly right of way line of aforesaid Dancy Avenue for a distance of 418 feet to a concrete permanent reference marker set at the Northeast corner of Lot No. 9 of Block 44 in the Unrecorded Map or Plat of the Town of Hastings, Said Lot No. 9 being formerly a part of the Dancy Tract.

From this concrete permanent reference marker which is the Point of Beginning of the description run Southerly and along the Westerly right of way line of aforesaid Dancy Avenue for a distance of 185 feet to a concrete permanent reference marker; thence run West for a distance of 150 feet to a concrete permanent reference marker; thence run North for a distance of 115 feet to a concrete permanent reference marker; thence run North 64 degrees and 30 minutes East for a distance of 165 feet to the concrete permanent reference marker at the point of Beginning and containing 5/10 of an acre more or less.

(PARCEL NUMBER 045850-0000)



2023 Aerial Imagery
Date: 2/12/2024

**Easement for Utilities
N. Dancy Avenue**

REIT, LLC



**Land Management
Systems
(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 herein.