

RESOLUTION NO. 99- 144

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A UTILITY EASEMENT FOR ACCESS, INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITY LINES AND FACILITIES LOCATED WITHIN THE BIERA MAR SUBDIVISION.

WHEREAS, Sey-Mor Inc., a Florida corporation, has executed and presented to St. Johns County an easement for utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for the purpose of access, installation and maintenance of underground utility lines and facilities located within the Biera Mar Subdivision off A1A South; and

WHEREAS, the St. Johns County Utility Department has approved the easement for the purposes mentioned herein; and

WHEREAS, acceptance of this easement better serves the health, safety and welfare of the citizens.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The Utility Easement from Sey-Mor Inc., a Florida Corporation, to St. Johns County, attached hereto as Exhibit "A", is hereby accepted.

Section 2. The Clerk is instructed to record the Utility Easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 12 day of October, 1999, by the Board of County Commissioners of St. Johns County, Florida.

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

BY: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 29 day of September 1999, by SEY-MOR, Inc., a Florida Corporation, hereinafter called "Grantor", to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, Florida, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This Easement is for water utility services only and does not convey any right to install other utilities such as cable television service lines.

(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, footings and/or anchors for surface improvements.

(b) All Water Lines and Associated Appurtenances will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same 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 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. 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.

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 similar surface improvements. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such 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. Nothing in this section shall, however, relieve Grantee of liability for damage caused by Grantee's negligence.

4. This Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

5. For the purpose 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 in its name

the day and year first above written.

Signed, Sealed and
Delivered in the
presence of:

GRANTOR:
SEY-MOR, INC.

Mary Ann Blount
(Print Name) Mary Ann Blount

George Morar, Jr.
GEORGE MORAR, JR.
President

Liana Diane Chapman
(Print Name) Liana Diane Chapman

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 29 day of Sept,
1999, by GEORGE MORAR, JR., as President for SEY-MOR, INC., a Florida Corporation.

Mary Ann Blount
Notary Public
State of Florida at Large
Commission #
My Commission Expires:



EXHIBIT "A"

An access and utility easement over, under and across the East 10' of Lots 1 through 9, of Block 16, Biera Mar, as recorded in Map Book 3, Page 69, of the public records of St. Johns County, Florida.

A utility easement over, under and across the East 5.00' of Lots 1 through 11, of Block 18, Biera Mar, as recorded in Map Book 3, Page 69, of the public records of St. Johns County, Florida.

A utility easement over, under and across the West 5.00' of Lots 1 through 11, of Block 15, Biera Mar, as recorded in Map Book 3, Page 69, of the public records of St. Johns County, Florida.