

RESOLUTION NO. 99- 58

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A LIFT STATION SERVICING OCEAN PALMS PHASE ONE SUBDIVISION.

WHEREAS, St. Augustine Development Corporation, a Florida corporation, has executed and presented to St. Johns County and Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer service for Ocean Palms Phase One Subdivision.

WHEREAS, a Bill of Sale conveying all the personal property associated with the operation of the described lift station has also been executed and presented and is attached hereto as Exhibit "B", incorporated by reference and made a part hereof.

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

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

1. The acceptance of the Easement for Utilities for a lift station, the equipment thereon and all other water and sewer facilities within said easement is hereby accepted.
2. The Clerk is instructed to record the Easement for Utilities and Bill of Sale in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 13 day of April, 1999.

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

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

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Strickland
Deputy Clerk

Exhibit "A"

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS MILLER & REINSCH, P.A.
200 WEST FORSYTH STREET
SUITE 1400
JACKSONVILLE, FL 32202-4327

EASEMENT FOR UTILITIES

THIS EASEMENT is executed and given this 4TH day of MARCH, 1999, by ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation, with an address of 3 Menendez Road, St. Augustine, Florida 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P.O. Drawer 349, St. Augustine, Florida 32085, 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 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 collection system, (including lift stations if applicable) 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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

2. Grantor does hereby warrant that the easement herein granted is free and clear of covenants, restrictions, easements, liens and encumbrances, except zoning and other regulations imposed by governmental authorities having jurisdiction, real estate taxes, all encumbrances, liens, easements, dedications, agreements, licenses, restrictions, rights of way and other matters of record, and all rights existing as of the date hereof for access to or use of the Easement Area, but such recitals shall not operate to reimpose the same.

3. By its acceptance of the easement granted hereby, Grantee hereby agrees as follows:

(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 shall 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 in whole or in part 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 so designated by Grantor and Grantee.

(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.

(e) Grantee shall maintain all sewer force mains and 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 responsibility for maintenance of sewer service laterals. 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. 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 potable water utility system.

(f) After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are hereby 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 to improvements by Grantee's negligence.

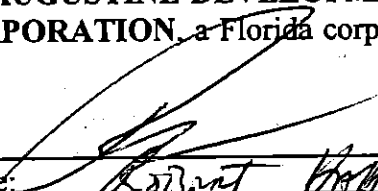
4. This Easement for Utilities shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ST. AUGUSTINE DEVELOPMENT
CORPORATION, a Florida corporation


(Print Name: ERIC R. STEINHAYES)

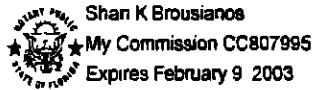
By: 
Name: Robert Hahnemann
Title: President


(Print Name: RICHARD T. MARSH)

[CORPORATE SEAL]

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 5 day of March, 1999, by Robert Hahnemann, the President of **ST. AUGUSTINE DEVELOPMENT CORPORATION**, a Florida corporation, on behalf of the corporation.



Shan K. Brousianos
(Print Name Shan K. BROSIANOS)
NOTARY PUBLIC, State of
Florida at Large
Commission # CC 807995
My Commission Expires: Feb. 9, 2003
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

EXHIBIT A

EASEMENT AREA

The Easement Area shall include all project roads and drives, and all areas designated as utility easements or as being reserved for utilities, all as depicted on the plat of Ocean Palms Phase One, recorded in Map Book 35, pages 78 through 92 of the public records of St. Johns County, Florida. The Easement Area shall not include driveways to individual homes, except for the part of such driveways that are located within the areas designated by said plat as utility easements or as being reserved for utilities. Further, the Easement Area shall not include any area now or hereafter made subject to a Conservation Easement granted pursuant to Section 704.06, Florida Statutes or any similar statute, rule or ordinance.

CONSENT AND JOINDER

AMSOUTH BANK, a national banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book _____, page _____ of the public records of St. Johns County, Florida encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the Easement for Utilities to which this Consent and Joinder is attached.

Signed, sealed and delivered in the presence of

AMSOUTH BANK, a National Banking Association

Rana Issa
(Print Name: Rana Issa)

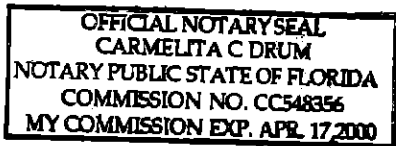
By: Gary Hollifield
Gary Hollifield
Vice President

Janice E. Renfroe
(Print Name: JANICE E. RENFROE)

STATE OF FLORIDA }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 11th day of March, 1999, by Gary Hollifield, as Vice President of AMSOUTH BANK, a national banking association, on behalf of the bank.

Carmelita C. Drum
(Print Name CARMELITA C. DRUM)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____



Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

BILL OF SALE

UTILITY IMPROVEMENTS FOR OCEAN PALMS

ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system for Ocean Palms, lying within the right-of-way of the roads shown by the plat of Ocean Palms, recorded in Map Book 35, pages 78 through 92 of the public records of St. Johns County, Florida, and also within the utility easement areas shown on said plat of Ocean Palms, all in St. Johns County, Florida, including without limitation, the personal property, fixtures and equipment described on Exhibit A attached hereto and made a part hereof.

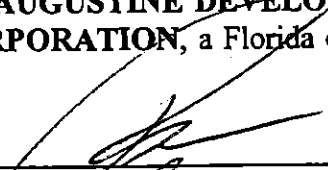
Grantor does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed and delivered by its duly authorized officer on this 4th day of March, 1999.

Signed, sealed and delivered
in the presence of:

**ST. AUGUSTINE DEVELOPMENT
CORPORATION**, a Florida corporation


(Print Name: Richard T. Marast)

By: 
Name: Robert H. Hines
Title: President

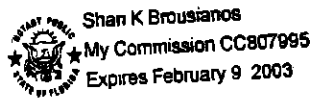

(Print Name: Eric R. Steinhäuser)

[CORPORATE SEAL]

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 5 day of March, 1999, by Robert Haberman, the President of **ST. AUGUSTINE DEVELOPMENT CORPORATION**, a Florida corporation, on behalf of the corporation.

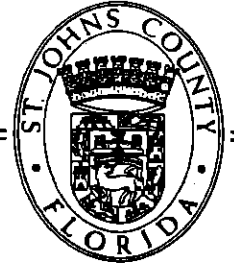
Shari K. Broussanos
(Print Name SHARI K. BROUSSANOS)
NOTARY PUBLIC, State of
Florida at Large
Commission # CC 807995



My Commission Expires: Feb. 9, 2003
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

ST. JOHNS COUNTY, FLORIDA


Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Fax : (904) 461-7619

IOM

TO: Mary Ann Blount, Real Estate Officer
Laurie Braddock, Assistant Real Estate Officer

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities 

DATE : March 29, 1999

SUBJECT: **Ocean Palms Phase One, Easement for Water and Sewer Utilities, Bill of Sale, Letter of Warranty, and Waiver and Release of Lien.**

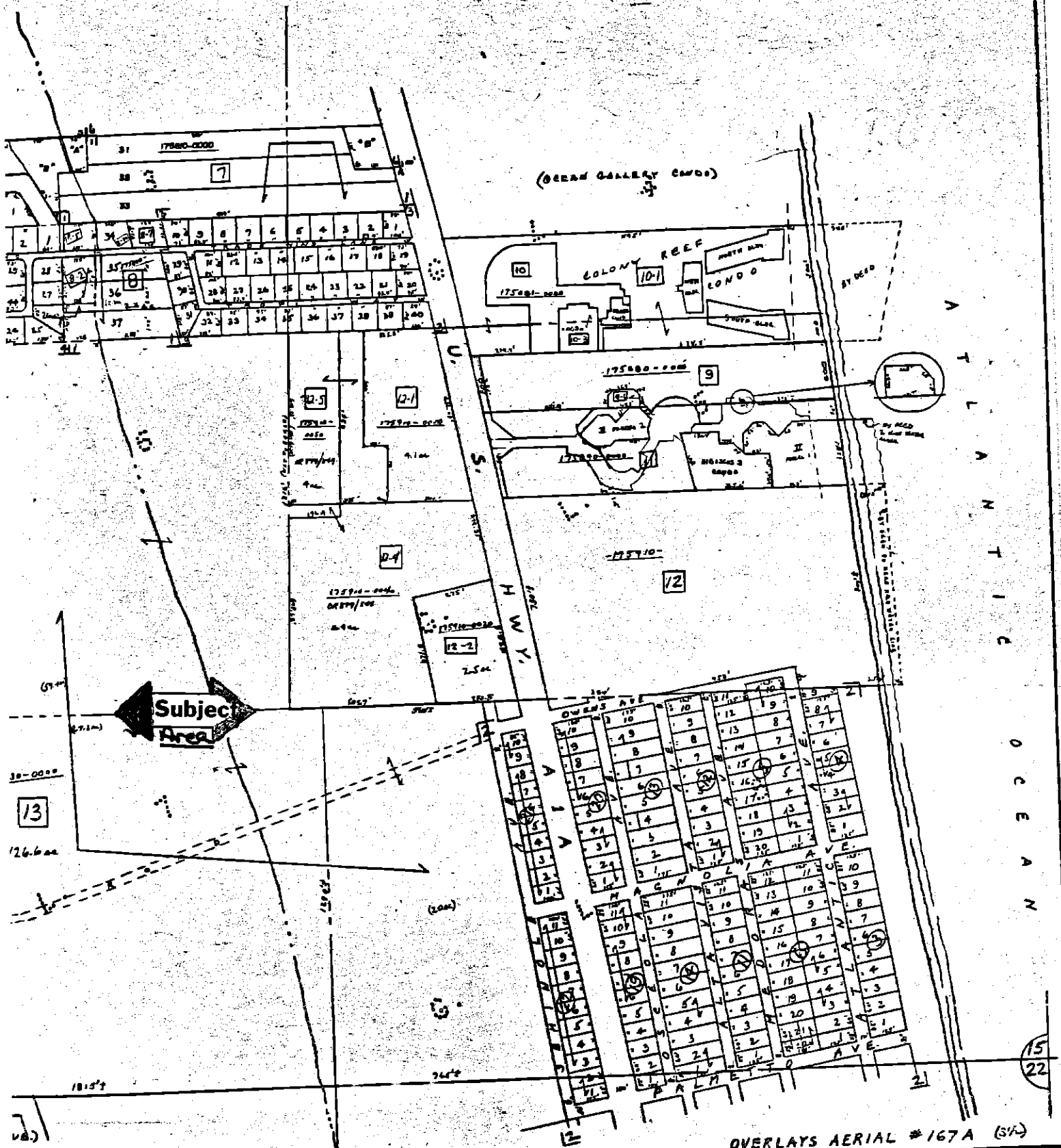
Please be informed that the infrastructure for water and sewer in the above referenced development has been inspected and approved by the St. Johns County Utility Department.

The Easement for Utilities that also includes maintenance and restoration requirements and the other documents as listed above have been reviewed and approved by the St. Johns County Utility Department.

All Certificates of Completion and Final Acceptance for Service by the Florida Department of Environmental Protection have been received by the Utility Department.

cc: Bill Young, Director of Utilities

SEE 5F/15N



Subject Area

SEE 5F/22N

OVERLAYS AERIAL #167A (S/A)

ASSESSMENT MAP ST. JOHNS COUNTY, FLORIDA OFFICE OF PROPERTY APPRAISER	SECTION	TOWNSHIP	RANGE	SHEET NUMBER
	SCALE	REVISIONS		5F/15S
	1/4" = 200'	3/20/90 C&A		

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY.
ST. JOHNS COUNTY PROPERTY APPRAISER DOES NOT CLAIM
OR ASSUME RESPONSIBILITY FOR "SURVEY" ACCURACY.

426

560