

RESOLUTION NO. 2000-151

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENT FOR UTILITIES FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER LINES TO PROPERTY OWNERS ALONG KELLER LANE.**

**WHEREAS**, James N. Keller, owner of the easement known as Keller Lane, has executed and presented to the County the Easement for Utilities, for water service for property owners along Keller Lane; incorporated by reference and made a part hereof; and

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

**WHEREAS**, a copy of the executed Easement for Utilities are attached hereto as Exhibit "A", 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 acceptance of the Easement for Utilities, attached hereto, as Exhibit "A" are hereby approved.

Section 2. The Clerk is instructed record the original Easement for Utilities in the Official Records of St. Johns County, Florida.

**PASSED AND ADOPTED**, this 10<sup>th</sup> day of October, 2000.

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

By: James E. Bryant  
**James E. Bryant, Chairman**

**ATTEST:** Cheryl Strickland, Clerk

Patricia DeGrande  
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 26 day of JUNE by James <sup>N.</sup> Keller, with an address of 452 Keller Lane, St. Augustine, FL 3208~~4~~, 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 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.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(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 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 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 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 Grantor shall retain ownership of the gravity sewer lines, sewer force mains and lift station, including the operation and maintenance of the entire system.

3. 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.

4. 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 or structures. Grantor/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.

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

Signed, Sealed and  
Delivered in the  
presence of:

[Signature]  
(Print Name) PAMELA DUNN

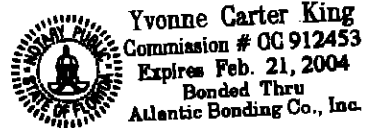
[Signature]  
By: James N. Keller

[Signature]  
(Print Name) Yvonne King

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of September 2000  
by James Keller, Jr. as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the \_\_\_\_\_

[Signature]  
(Print Name) Yvonne Carter King



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  
FL Driver License

**EXHIBIT A**  
**EASEMENT AREA**

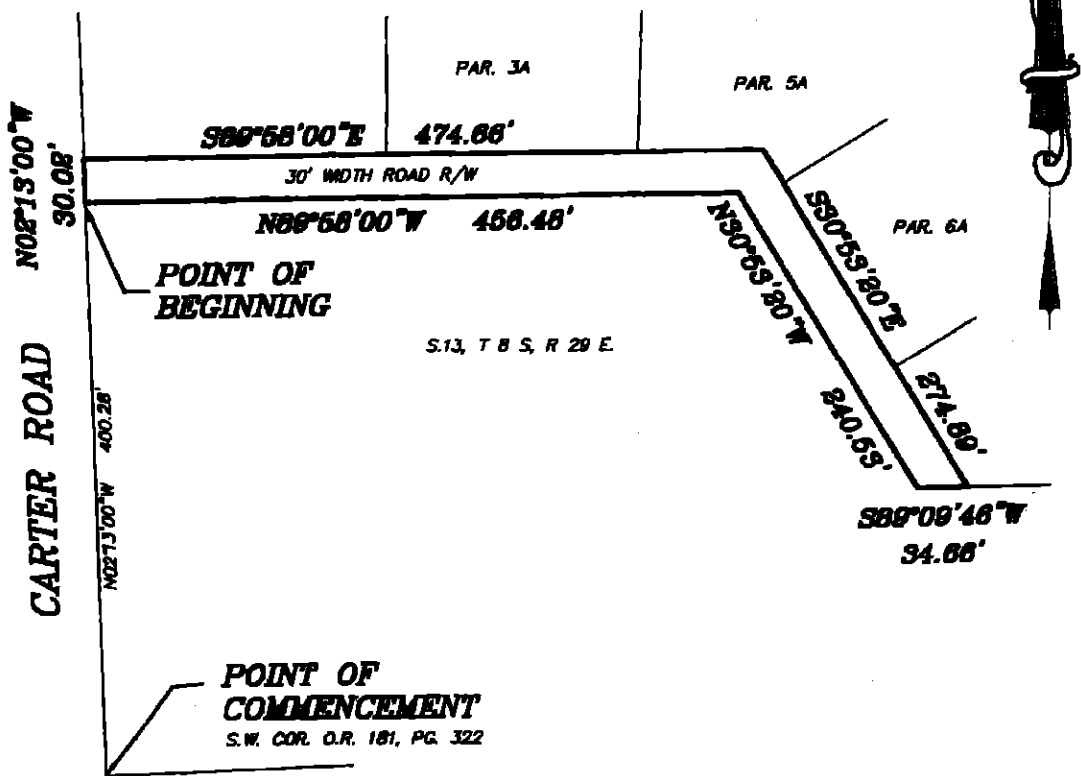
The Easement Area granted by this document shall include the road and driveway areas described all within the following legal description and map. The Easement Area shall not include the driveways to individual homes except for the part of such driveway within the areas designated roadway easement.

**EXHIBIT B**

No existing covenants, restrictions, easements, liens or encumbrances exist on the property  
at present.

# MAP SHOWING EASEMENT OF

A PARCEL OF LAND IN SECTION 13, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; BEING PART OF THAT LAND DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 181, PAGE 322, PUBLIC RECORDS OF SAID COUNTY; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 181, PAGE 322. THENCE NORTH 02°13'00" WEST, ON THE WEST LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 181, PAGE 322, AND ON THE EAST LINE OF CARTER ROAD, 400.28 FEET TO THE POINT OF BEGINNING OF A 30.00 FOOT EASEMENT FOR INGRESS EGRESS AND UTILITIES; THENCE NORTH 02°13'00" WEST A DISTANCE OF 30.02 FEET CONTINUING ALONG SAID EAST LINE OF CARTER ROAD TO THE NORTH LINE OF A 30.00 FOOT WIDTH ROAD; THENCE SOUTH 89°58'00" EAST A DISTANCE OF 474.88 FEET; THENCE SOUTH 30°53'20" EAST 274.88 FEET; THENCE SOUTH 88°09'48" WEST A DISTANCE OF 34.86 FEET; THENCE NORTH 30°53'20" WEST A DISTANCE OF 240.53 FEET; THENCE NORTH 89°58'00" WEST A DISTANCE OF 458.48 FEET TO THE EAST LINE OF CARTER ROAD AND TO THE POINT OF BEGINNING.



CERTIFIED FOR: JAMES KELLER

**TRI-STATE LAND SURVEYORS, INC.**  
 8411 BAYMEADOWS WAY SUITE #2, JACKSONVILLE, FLORIDA 32256 (904) 731-7235

- LEGEND
- CONC. MON
  - IRON COR.
  - (SET WITH CAP # LB 1927)
  - ✕ FENCE
  - IRON COR. (FOUND)
  - ⊙ CHISEL CUT
  - B.U.L. BUILDING RESTRICTION LINE
  - EASEMENT
  - R/W RIGHT-OF-WAY
  - COX COVERED AREA
  - ⊕ CENTERLINE
  - A/C AIR CONDITIONING PIP
  - (R) RADIAL DISTANCE
  - CONCRETE

BEARINGS BASED ON W LINE AS SHOWN.

THIS MAP DOES NOT REFLECT OR DETERMINE OWNERSHIP.

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

LARRY G. EDDY, P.L.S. No. 4144  
 GLENN R. BROADSTREET, P.S.M. NO. 5814

SCALE: 1"=100'

DATE: 9-14-00

REGISTERED SURVEYOR AND MAPPER,  
 STATE OF FLORIDA (LB 4821)



