

RESOLUTION NO. 2000-1165

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENT FOR UTILITIES FOR THE SEWER PROJECT LIFT STATION SITE ON OCEAN DRIVE, ST. AUGUSTINE BY THE SEA SUBDIVISION.

WHEREAS, Jacqueline M. Lucas, owner, has executed and presented to the County Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, this will provide sewer hook-up to St. Augustine by the Sea Subdivision; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the Easement for Utilities; and

WHEREAS, acceptance of the 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 acceptance of the Easements for Utilities, attached hereto, as Exhibit "A" are hereby approved.

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

PASSED AND ADOPTED, this 24th 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 A. Strickland
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 9th day of October, 2000, by **JACQUELINE M. LUCAS**, with an address of 4000 Waterford Circle #5, Louisville, KY 40207, 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 32084, hereinafter called "Grantee".

WITNESSETH:

That for and in consideration of (1) the provision of sewer connections to Grantor's two undeveloped properties located in St. Augustine by the Sea at a cost no greater than the then current Sewer Unit Connection Fees, tapping fees, etc. charged throughout St. Johns County, and (2) with no additional fees, levees or taxes above those previously paid by Grantor, provide sewer connection to Grantor's property at 105 Surf Drive, and (3) it shall be understood that Grantor does not have to pay any special fees, taxes, or levees accessed to property owners in St. Augustine by the Sea as part of the sewer system installation that exceed the then current fees charge for connections to other properties located in St. Johns County, and 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 sewer collection system, (including lift stations) and all other equipment and appurtenances as may be necessary or convenient for the operation of the 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 sewer 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, footing and/or anchors for surface improvements.

- (b) All Utility Lines and Associated Equipment 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 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 an in the title of the Grantor.
- (d) Grantee shall exercise the easement rights conveyed herein a manner, which will not unreasonably interfere with the construction, use, sale and/or occupancy of Grantor's properties located in St. Augustine by the Sea. Grantee shall use reasonable means to make any above ground equipment, appurtenances, lift stations, etc. as aesthetically pleasing as possible. Reasonable means shall include the use of plantings to obscure any above ground equipment, appurtenances, lift stations, etc.
2. Grantee, by acceptance of this Easement, hereby agrees to maintain 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 a responsibility for 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.
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 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 Grant of Easement shall inure to the benefit 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.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officers 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:

Amy E. Brady
Print witness

Jacqueline M. Lucas
Jacqueline M. Lucas

Claudia H. Vian
Print witness

STATE OF KENTUCKY

COUNTY OF Jefferson

This instrument was acknowledged before me this 9th day of October, 2000 by Jacqueline M. Lucas, who is personally known or has produced a driver's license as identification and who did take an oath.

Laura White
Notary

(Seal)

My commission expires July 20, 2003.

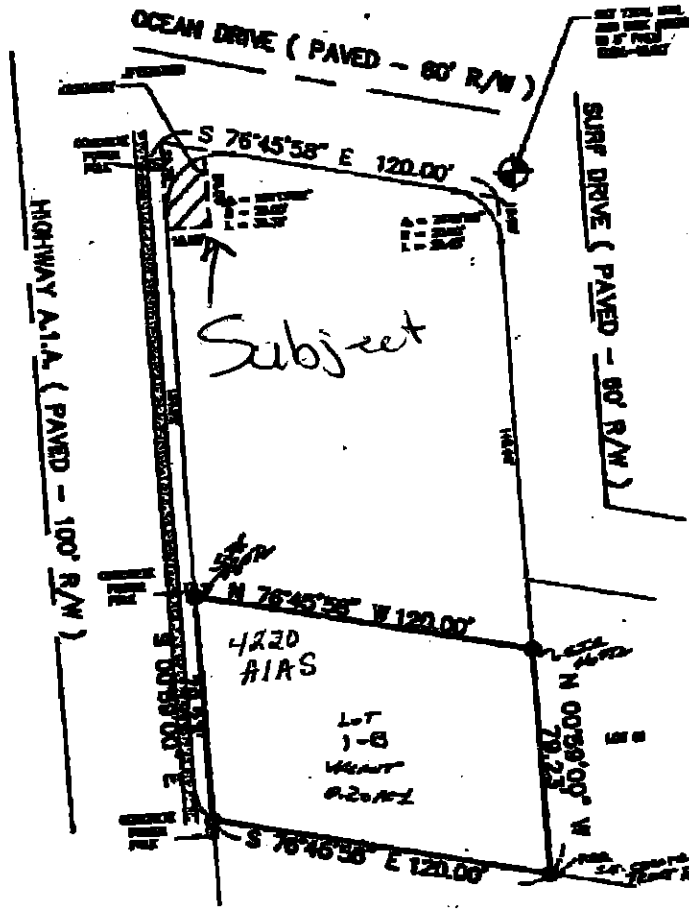
Exhibit "A"

For a point of commencement begin at the Southwesterly corner of Tract 3-B said point also being on the Easterly right of way line of Highway A1A (a 100 foot right of way as now established); thence along said right of way run North 00 degree 59 minutes 00 seconds West 54.23 feet to the Point of Beginning of the herein after described easement; thence continue along said right of way North 00 degree 59 minutes 00 seconds West 5.69 feet to a point on a curve; said curve having a delta of 75 degrees 31 minutes 21 seconds, a radius of 20.00 feet and an arc length of 26.36 feet; thence leaving said right of way run South 00 degree 59 minutes 00 seconds East 25.05 feet; thence North 89 degrees 01 minutes 00 seconds East 15.00 feet to the Easterly right of way line of Highway A1A and the Point of Beginning.

MAP SHOWING SURVEY OF

Parcel 1-81
 a portion TRACT "B" St Augustine By-The-Sea as recorded in
 a portion TRACT "B" St Augustine By-The-Sea as recorded in
 Florida Book 8 page 94 public records of St Johns County.
 Florida being more particularly described as follows:
 For a Point of Beginning begin at the Southeast corner of
 Tract "B" St Augustine By-The-Sea as recorded in Map Book 8
 page 94 public records of St Johns County, Florida; thence
 run North 00°28'00" West 79.23 (curb thence North 76°45'58"
 East 120.00 feet to the Eastern right of way line of
 Highway A1A (a 100 foot right of way as now established);
 thence along said right of way South 00°28'00" East 79.23
 feet thence leaving said right of way South 76°45'58" East
 120.00 to the Point of Beginning. Said parcel containing
 0.2 acres plus or minus.

DECEASED TO: JACQUELINE M. LUCAS/PROSPERITY BANK OF ST AUGUSTINE/LAYERS TITLE
 INSURANCE FUND/INDEPENDENT TITLE OF ST AUGUSTINE



REVISIONS
 1. ...
 2. ...
 3. ...

According to the Federal Surveying Standards, Survey 7000 may be used for all surveys of less than 100 acres.
 The property described herein appears to be in the State of Florida.
 The survey was made on the 1st day of July, 1985.
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JOB NO.	DATE	F.S.	PAGE	REVISIONS
7-85-8	7-85-8	800	1	

SCALE: Feet

DEVINO & Associates, Inc.
 SURVEYING & ENGINEERING

3505 U.S. 1 SOUTH, SUITE 403
 ST. AUGUSTINE, FLORIDA 32080
 854-787-1887 FAX 854-787-2008

Not valid without the signature and the original seal of a Florida Licensed Surveyor and Engineer. Additional or duplicate survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

8-5-85
 [Signature]
 NICHOLAS M. FERRIS
 Professional Land Surveyor L.S. 14028
 FOR DEVINO AND ASSOCIATES L.S. 18171