

RESOLUTION NO. 2000- 48

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENT FOR UTILITIES FROM LEGENDS GOLF, LLC., TO ST. JOHNS COUNTY, FOR ACCESS, INSTALLATION AND MAINTENANCE OF WATER LINES LOCATED OFF OLD MOULTRIE ROAD.**

**WHEREAS**, Legends Golf, LLC., has executed and presented to the County the Easement for Utilities, for access, installation and maintenance of water lines located off Old Moultrie Road; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved said easement; and

**WHEREAS**, a copy of the executed Easement for Utilities is 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 above described Easement for Utilities, attached hereto, as Exhibit "A" is 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 18<sup>th</sup> day of April, 2000.

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

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

**ATTEST:** Cheryl Strickland Clerk

By: Wonne King  
**Deputy Clerk**

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 4<sup>th</sup> day of April, 2000, between LEGENDS GOLF, LLC., party of the first part, whose address is 19762 MacArthur Boulevard, Irvine, California 92612, and ST. JOHNS COUNTY, a political subdivision of the State of Florida, party of the second part, whose address 4020 Lewis Speedway, St. Augustine, Florida, 32095.

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.
  - (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 improvement or structures. 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.
  5. This Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.
  6. 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 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 :

Debbie Taylor  
Print Name: Debbie Taylor

Laurie C. Braddock  
Print Name: Laurie C. Braddock

LEGENDS GOLF, LLC.

BY: [Signature]  
Lawrence M. Charles  
Vice President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2000, by Lawrence M. Charles, as Vice President of LEGENDS GOLF, LLC., who is personally known to me or who has produced F.I.D. inc. as identification.

C 642-533-63-260-0

Laurie C. Braddock  
Notary Public  
My commission expires: 4-11-00

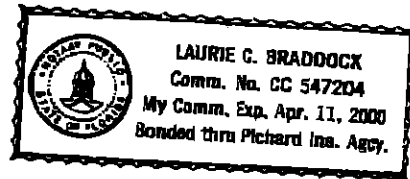


EXHIBIT "A"

LEGENDS GOLF DRIVING RANGE  
ST. AUGUSTINE, FL

LEGAL DESCRIPTION OF  
ACCESS EASEMENT  
TO  
ST. JOHNS COUNTY

A PART OF GOVERNMENT LOT 1, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND A PART OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 36 WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH  $04^{\circ}39'56''$  EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1228.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF A FLORIDA POWER & LIGHT EASEMENT AND UTILITY EASEMENT (A 100 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH  $87^{\circ}46'28''$  EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 585.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH  $87^{\circ}46'28''$  EAST ALONG SAID LINE 1020.0 FEET; THENCE, SOUTH  $62^{\circ}13'32''$  EAST 182.68 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF OLD MOULTRIE ROAD (COUNTY ROAD 5A, A 66-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE, SOUTH  $04^{\circ}51'00''$  WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE 45.0 FEET; THENCE, NORTH  $62^{\circ}13'32''$  WEST 182.00 FEET; THENCE, SOUTH  $87^{\circ}46'28''$  WEST 997.73 FEET; THENCE, NORTH  $02^{\circ}13'32''$  WEST 35.00 FEET TO THE POINT OF BEGINNING.

CONSENT AND JOINDER

Bank of the West, as holder of that certain Construction Mortgage recorded in Official Records Book 1452, page 1797, and Assignment of Rents recorded in Official Records Book 1452, page 1805 and Financing Statement recorded in Official Records Book 1452, page 1811, of the public records of St. Johns County, Florida, encumbering the real property described on that 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.

Signed, sealed and delivered  
in the presence of:

BANK OF THE WEST

✓ \_\_\_\_\_  
Witness

✓ \_\_\_\_\_  
Patti Davis, Assistant Vice President  
10181 Truckee Tahoe Road  
Truckee, California 96161

✓ \_\_\_\_\_  
Witness

STATE OF CALIFORNIA  
COUNTY OF NEVEDA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by Patti Davis as Assistant Vice President of Bank of the West, on behalf of the Bank. She is personally know to me or has produced \_\_\_\_\_ as identification.

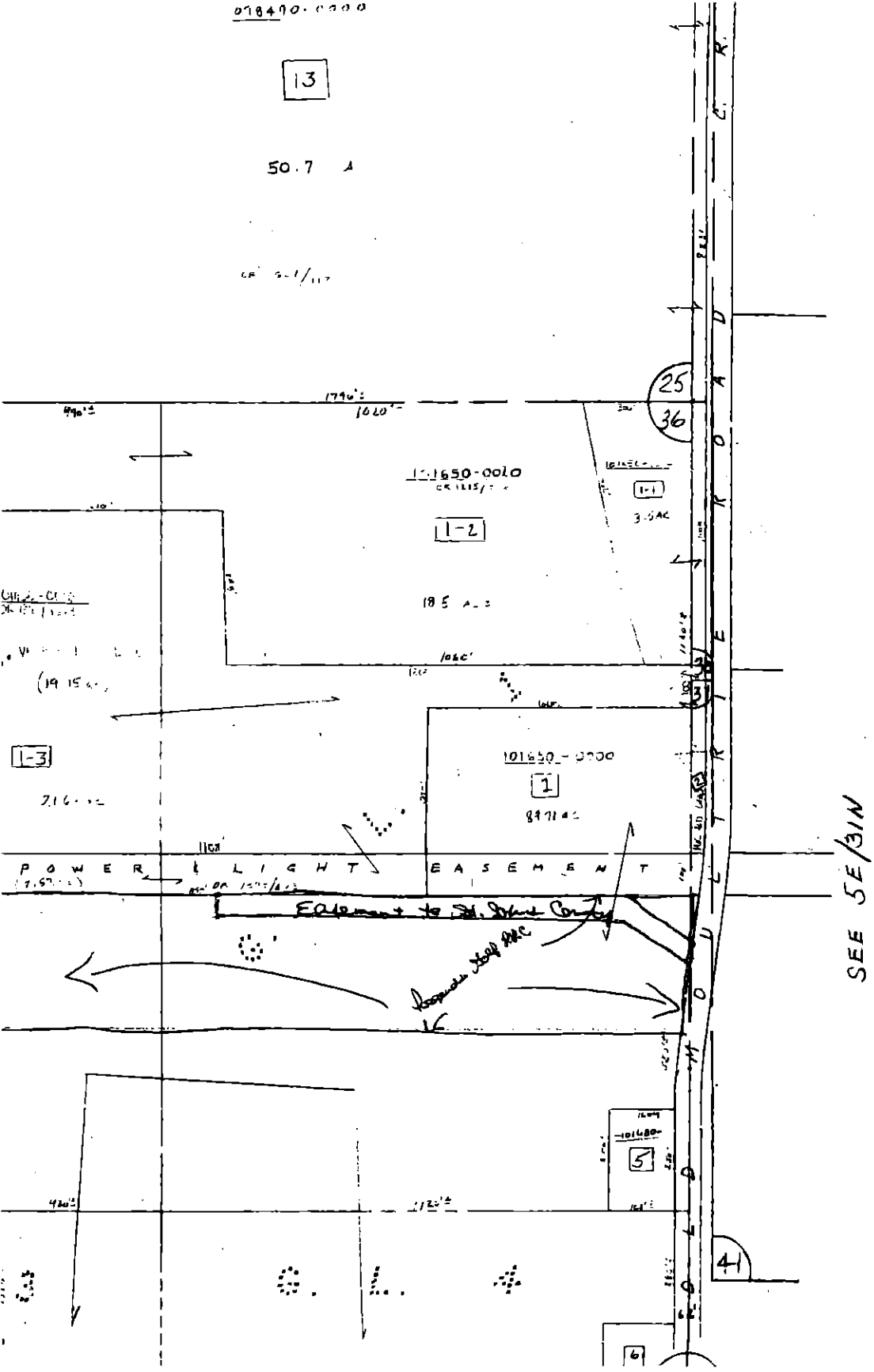
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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50.7 A

CP 5-1/117



SEE 5E/31N

