

RESOLUTION NO. 2001-17

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING EASEMENT FOR UTILITIES FOR THE WATER IMPROVEMENTS SERVICING WHISPERING OAKS SUBDIVISION, PHASE I & II.**

**WHEREAS**, Anastasia Land Corporation, has executed and presented to the County the Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, Bill of Sales conveying all the personal property associated with the extension to the utility system have also been executed and are attached hereto as Exhibit "B" and Exhibit "C", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the Easement for Utilities and Bill of Sales; 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 above-described Easement for Utilities and Bill of Sales, attached hereto are hereby approved.

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

**PASSED AND ADOPTED**, this 13<sup>th</sup> day of February, 2001.

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

By: Mary F. Kohnke  
Mary F. Kohnke, Chair

**ATTEST:** Cheryl Strickland, Clerk

Patricia DeGrande  
Deputy Clerk

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14 day of November, 2000, by ANASTASIA LAND CORPORATION, with an address of One First Lane, St. Augustine Beach, Florida 32080, 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 at 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 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 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 THEREOF, 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 above first written.

Signed, Sealed and Delivered  
IN THE PRESENCE OF:

ANASTASIA LAND CORPORATION

Gregory R. Swain  
(Print Name) Gregory R. Swain

By: R. L. Morris  
Ralph L. Morris, President

Timothy C. Abbott  
(Print Name) TIMOTHY C. ABBOTT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14 day of November, 2000, by RALPH L. MORRIS as president of ANASTASIA LAND CORPORATION.

Gregory R. Swain  
(Print Name) Gregory R. Swain

NOTARY PUBLIC  
State of Florida at Large  
Commission #  
My Commission Expires:



GREGORY R. SWAIN  
My Comm Exp. 5/15/2001  
Bonded By Service Ins  
No. CC647813  
 Personally Known  I.D.

Personally known \_\_\_\_\_  
or produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced  
FL D.L. # M620-732-44-429-0

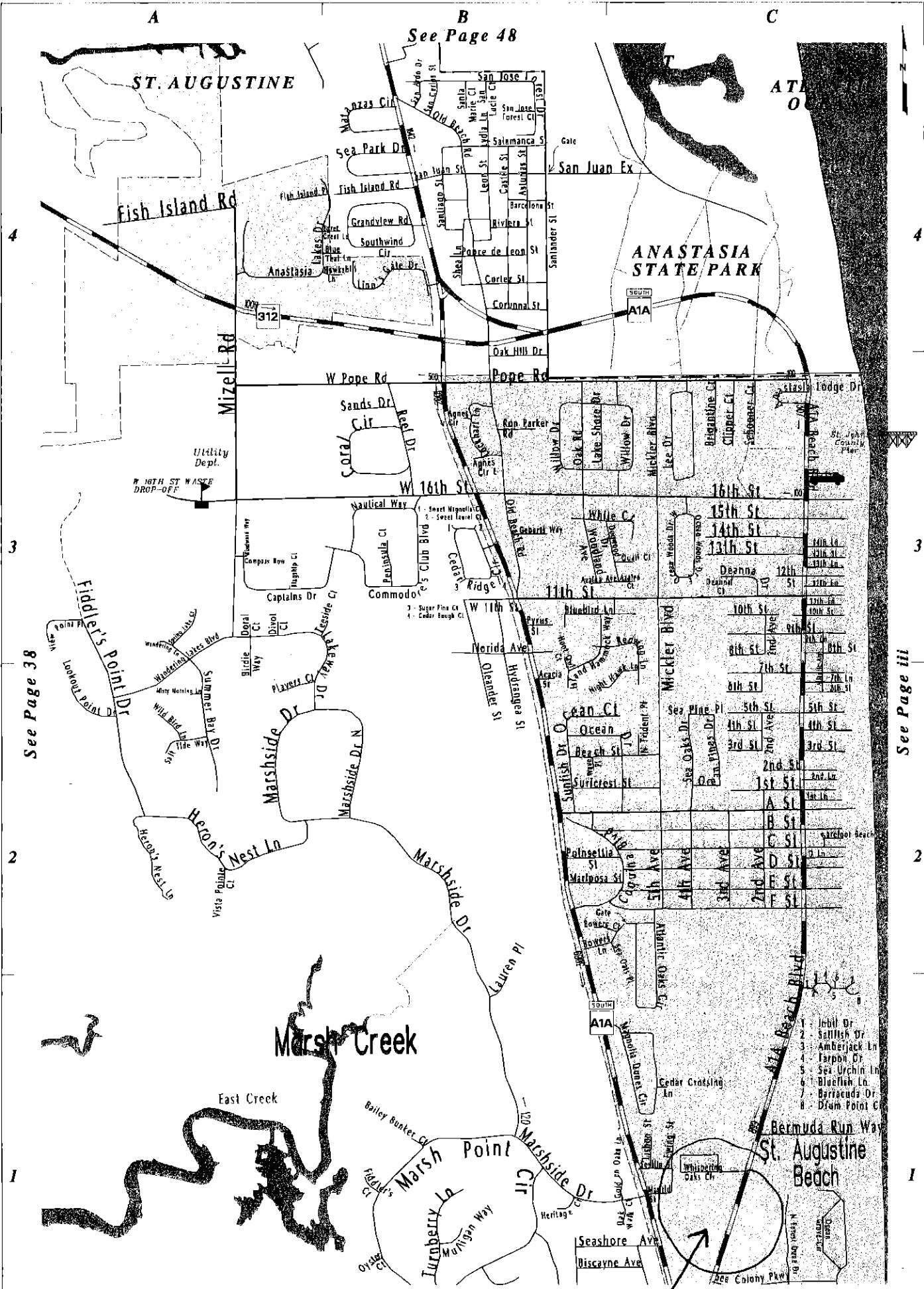
## **EXHIBIT A**

### **EASEMENT AREA**

The easement area granted by this document shall include all project roads and drives all areas designated "utility easement areas," all within the plat of WHISPERING OAKS SUBDIVISION, recorded in Map Book 36, Pages 79-80 of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas."

**EXHIBIT B**

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



See Page 48

See Page 50

ANASTASIA STATE PARK

See Page 38

See Page 38

See Page 38

Subject c

EXHIBIT "B" TO RESOLUTION

BILL OF SALE

THAT R.L. MORRIS DEVELOPMENT CORPORATION, a Florida corporation, conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered unto the party of the second part, the Utility System (constructed by the party of the first part) of the complete water system located on the following described real property:

Whispering Oaks, Phase I, Whispering Oaks Circle, Lots 1-33  
Map Book 34, Pages 11-13.

Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractor and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, express or implied, and this conveyance as is.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name this 14 day of NOVEMBER, 2000.

WITNESSES:

Gregory R. Swain  
Timothy A. Albatt

R.L. MORRIS DEVELOPMENT CORP.  
a Florida corporation

By: Ralph L. Morris  
Ralph L. Morris, Pres.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14 day of November, 2000, by Ralph L. Morris, as President, for R.L. MORRIS DEVELOPMENT CORPORATION, who is personally known to me.

Gregory R. Swain  
Notary Public:

My Commission Expires On: 5/15/2001



GREGORY R. SWAIN  
My Comm Exp. 5/15/2001  
Bonded By Service Ins  
No. CC647813

( ) Personally Known ( ) Other I.D.

EXHIBIT "C" TO RESOLUTION

BILL OF SALE

THAT ANASTASIA LAND CORPORATION, a Florida corporation, conveying its separate non-homestead property, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money and other good and valuable considerations to it paid by ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of the Courts, Post Office Drawer 349, St. Augustine, Florida 32085, party of the second part, the receipt of which is hereby acknowledged by it, has granted, bargained, sold, transferred, set over and delivered unto the party of the second part, the extension to the Utility System (constructed by the party of the first part) of the complete water system located on the following described real property:

Whispering Oaks, Phase II, Big Magnolia Court, as recorded in Map Book 36, Pages 79-80.

Party of the first part hereby warrants and represents that it has all the requisite right and authority to make this conveyance, and that the Extension is free from all liens and other encumbrances, and that contractors, subcontractor and materialmen furnishing labor or materials relative to the construction of the Extension have been paid in full, but except for the foregoing warranties or other expressed warranties given in writing, party of the first part makes no representation or warranties whatsoever, express or implied, and this conveyance as is.

TO HAVE AND TO HOLD the same unto the party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in his name this 14<sup>th</sup> day of November, 2000.

WITNESSES:

[Signature]  
Brian A. Roberson

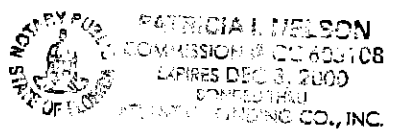
ANASTASIA LAND CORPORATION  
a Florida corporation

By: [Signature] FLDL  
Ralph L. Morris, President EXP: 11-29-00

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

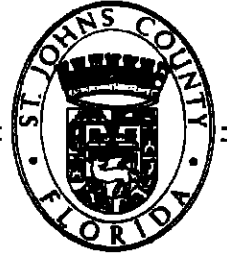
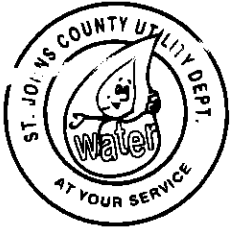
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2000, by Ralph L. Morris, as President, for ANASTASIA LAND CORPORATION, who is personally known to me.

Patricia L. Nelson  
Notary Public:  
My Commission Expires On:  
Dec. 3, 2000



# ST. JOHNS COUNTY, FLORIDA

## Board of County Commissioners



P.O. Box 3006

St. Augustine, Florida 32085-3006

Phone: (904) 471-2161 • Toll Free: 1-877-837-2311

Administrative Fax: (904) 461-7619

Billing Dept. Fax: (904) 461-3995

# IOM

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

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

DATE : January 5, 2001

SUBJECT: **“Easements for Utilities”, Whispering Oaks Subdivision, Phase I & II**

Please find attached “Easement for Utilities” for the above referenced development. The easement is for water only and the construction has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached documents have been reviewed and approved by the St. Johns County Utility Department.

The Florida Department of Environmental Protection – Certification of Construction Completion Form was filed with the FDEP and the acceptance letter for placing the water system in service has been received.