

RESOLUTION NO. 2002- 148

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A CORRECTIVE EASEMENT FROM EDWARD FARLEY TO ST. JOHNS COUNTY, FLORIDA FOR WATER AND SEWER SERVICE TO LAKE SIENNA SUBDIVISION.

WHEREAS, Resolution No. 2001-138 accepted an Easement for Utilities for water and sewer service from Lake Sienna, L.L.P.; and

WHEREAS, it has come to the County's attention that said Easement was conveyed by corporate name in error and had a incorrect Map Book and Page number within the legal description; and

WHEREAS, the executed Corrective Easement for Utilities, is attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer service to Lake Sienna Subdivision changing the Grantor from Lake Sienna, L.L.P. to Edward Farley and correcting the Map Book and Page number; and

WHEREAS, acceptance of this Corrective Easement insures the continuing health, safety and welfare of the citizens of St. Johns County.

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

1. The above Recitals are incorporated by reference and adopted as findings of fact.
2. The above mentioned Easement for Utilities is hereby accepted.
3. The Clerk is instructed to record the Corrective Easement for Utilities in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 30th day of July, 2002.

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

James E. Bryant
James E. Bryant, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Strickland
Deputy Clerk

RENDITION DATE 07-31-02

Exhibit "A" to Resolution

"CORRECTIVE" EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 11 day of July, 2002, By EDWARD FARLEY, with an address 1093 A1A Beach Blvd. #208, St. Augustine FL 32084, hereinafter called "**Grantor**," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is P.O. Box 349, St. Augustine, FL 32085-0349, hereinafter called "**Grantee**."

THIS EASEMENT IS GIVEN TO CORRECT THAT CERTAIN "EASEMENT FOR UTILITIES" RECORDED IN OFFICIAL RECORDS BOOK 1626 PAGE 1150 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA FOR WHICH THE "GRANTOR" WAS CONVEYED BY CORPORATE NAME IN ERROR AND TO CORRECT THE LEGAL DESCRIPTION.

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, 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:

1) the surface and air space over the Easement Area for any purpose which consistent with the rights herein granted to Grantee; and

2) 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 the 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 relocation 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 Grantee's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced 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 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:

Witness

Edward Farley

Witness Print Name

Witness

Witness Print Name

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by EDWARD FARLEY, who has produced _____ as identification.

Notary Public, State of Florida

Print Name

Commission Expires

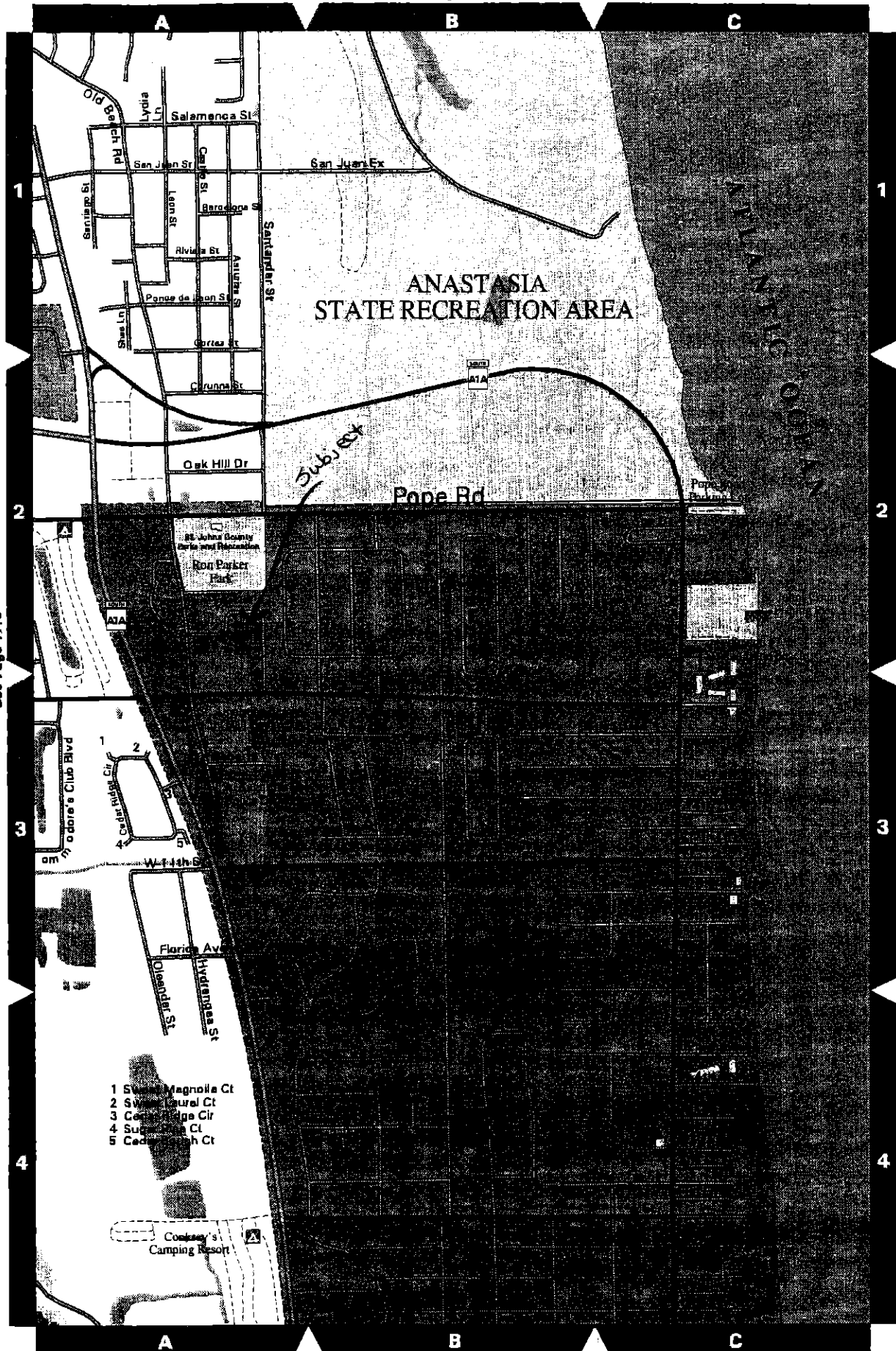
EXHIBIT A

EASEMENT AREA

The Easement area granted by this document shall include all project roads and drives, all areas designated "utility easement area," all within the plat of Lake Sienna, recorded in Map Book 36, Pages 107 through 108, 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."

LOCATION MAP

See Page 1108



See Page 1115

See Page 1125

Page 1116