

RESOLUTION NO. 2003- 7

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING AN EASEMENT FOR UTILITIES TO CORRECT AN ENCROACHMENT OF AN EXISTING LIFT STATION AND FORCE MAIN LOCATED IN GRACY'S CRESCENT BEACH SUBDIVISION.

WHEREAS, Winston Radford has presented an executed Easement for Utilities to correct an encroachment of an existing St. Johns County Utility Department lift station and force main, as described in the Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, and;

WHEREAS, the proposed Tropic Terrace Condominium will utilize this lift station for the disposal of wastewater into the St. Johns County Utility Department wastewater collection system; and

WHEREAS, St. Johns County Utility Department has reviewed and accepted the Easement for Utilities as stated in the memorandum attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, County's acceptance of this Easement will contribute to the health of the citizens in that part of the County.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

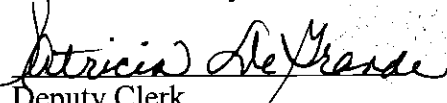
Section 2. The Clerk of Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 14 day of January, 2003.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA.


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

ATTEST: Cheryl Strickland, Clerk


Deputy Clerk

RENDITION DATE 01-16-03

"Exhibit A to Resolution"

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 1st day of November, 2002, by WINSTON RADFORD, (owner), with an address of 122 Marshside Drive, St. Augustine, Florida, 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 32088, 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, 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 sewer collection system, (including lift stations if applicable) and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and 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 water and sewer 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 Utility Lines and Associated Equipment 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 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 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. Grantee, by acceptance of the 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 sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the 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. 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.

3. After and installation, construction, repair, replacement or removal of any utility lines or equipment as 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 any 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.

4. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

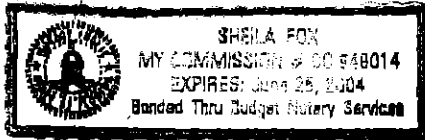
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from the time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

STATE OF FLORIDA

ST. JOHNS COUNTY

The foregoing instrument was acknowledged before me this 18th day of November, 2002, by Winston Radford, as OWNER of a parcel of land being a portion of Lot 19, and all of Lots 20 and 21 of Gracy's Crescent Beach Unit 2 as recorded in Map Book 6, Page 10 of the Public Records of St. Johns County, Florida.



Sheila Fox
(Print Name Sheila Fox)
NOTARY PUBLIC
State of Florida at Large
Commission Expires: 6/25/04
Personally known
Or Produced I.D.
Type of Identification Produced

Signed, Sealed and
Delivered in the presence of:

Sheila Fox

Sheila FOX

Print:

Linda Kersey

Linda Kersey

Print:

GRANTOR SIGNATURE

Winston Radford

WINSTON RADFORD

EXHIBIT A

EASEMENT AREA

SOUTH 15 FEET OF THE EAST 110 FEET OF LOT 21, GRACY'S
CRESCENT BEACH - UNIT 2 AS RECORDED IN MAP BOOK 6, PAGE 10
OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE AFOREDESCRIBED PARCEL CONTAINS .04 ACRES MORE OR LESS.

The Easement Area granted by this document shall include all project roads and drives in all areas designated "utility easement areas", all within the plat referenced above. 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".

CONSENT AND JOINDER

First Federal Bank a Federal banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book , page of the public records of St. Johns County, Florida encumbering the real property described on the 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

FIRST FEDERAL BANK
OF NORTH FLORIDA
BY: John L. Mikell
John L. Mikell
Its President

April Padgett
Print: April Padgett
Carl R. Denhard
Print: CARL R. DENHARD

STATE OF FLORIDA
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 15th day of November, 2002, by _____, as _____ of _____, on behalf of the _____.




William E. Dew
MY COMMISSION # DD077829 EXPIRES
December 27, 2005
BONDED THRU TROY FAIN INSURANCE INC.

William E. Dew
(Print Name William E. Dew)
NOTARY PUBLIC
State of Florida at Large
Commission# DD077829
My Commission Expires: 12-27-05
Personally Known
or Produced I.D. _____
Type of Identification Produced _____



ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006

I N T E R O F F I C E M E M O R A N D U M

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Herbert A. Van Der Mark
Construction Manager of Utilities 
SUBJECT: Tropic Terrace Condominiums, Utility Easement to St. Johns County (Utility Department).
DATE: December 13, 2002

The attached "Easement for Utilities" with a map of survey has been reviewed by Utility Department staff and found acceptable to correct encroachments of an existing SJC Utility Department lift station and force main that is primarily located on the adjacent property to the south.

The proposed Tropic Terrace Condominium will utilize this lift station for the disposal of wastewater into the Utility Department's wastewater collection system.

Please find attached Utility Easement appraisal.