

RESOLUTION NO. 2004-108

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR WATER SERVICES TO WHISPERING OAKS GARDENS LOCATED ON GARDEN CENTER WAY.

RECITALS

WHEREAS, Whispering Oaks Gardens, a Florida Partnership, has executed and presented to the County an Easement for Water Services, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, primarily for ingress and egress to read and maintain the water meters; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, it is in the best interest of the County to accept this Easement for the health, safety and welfare of the citizens in that area.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, 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 above described Easement for Water Services is hereby accepted by the Board of County Commissioners.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Water Services in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 25th day of May, 2004.

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

By: Karen R. Stern
Karen R. Stern, Chair

ATTEST: Cheryl Strickland, Clerk

By: Patricia A. Grasse
Deputy Clerk

RENDITION DATE 05/27/04

GRANT OF
EASEMENT FOR WATER SERVICES

THIS GRANT OF EASEMENT is executed and given this ____ day of April, 2004, by and between WHISPERING OAKS GARDENS, a Florida Partnership, BARBARA WAYNE, Partner and JYOTI SILVERA, Partner, with an address of 100 Garden Way, St. Augustine, Florida 32092, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Post Office Box 349, St. Augustine, Florida 32085, hereinafter called "Grantee."

WITNESSETH:

Whereas, the Grantor is the owner of that certain real property located at 100 Garden Way, St. Augustine, Florida 32092 and more specifically described in Exhibit "A," attached hereto and made a part hereof ("Property"); and

Whereas, the Grantor desires to grant to the Grantee an easement for providing water utility services;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The above recitations are true and correct as if fully set forth herein.
2. Grantor does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to enter the Property in order to gain access over and across the vehicular and pedestrian ways otherwise made available to the public for such purposes and as the same may be modified from time to time by the Grantor, in order to read and inspect the meters installed within the Property for the purpose of regulating and monitoring water consumption on the Property. Together herewith shall be the right of ingress and egress on and over the Property necessary for the use and enjoyment of the easement herein granted. This easement provides for reading water meters and monitoring consumption thereof only and does not convey any right to install other utilities such as cable television service lines.
3. The easement herein granted is subject to covenants, restrictions, easements, liens, and encumbrances of record.
4. Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy:
 - a) the surface and air space over the Property for any purpose which consistent with the rights herein granted to Grantee; and

b) subsurface of the Property 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.

5. The water meters, and all water lines, back flow preventors, conduits, pipes, and water distribution systems connected thereto ("Associated Appurtenances") will be installed, operated and maintained at all times beneath the surface of the Property, 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 Appurtenances that are 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.

6. 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 of the water meters and Associated Appurtenances located within the Property. 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 location designated by and in the title of the Grantor.

7. 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.

8. The Grantee shall maintain all the water meters and meterboxes located on the Property. The Grantor, its successors and assigns shall be responsible for maintaining all water mains and the Associated Appurtenances located within the boundaries of the Property.

9. If at any time the Grantor deems it necessary to alter the location of the water meters, Grantor shall refill any holes or trenches in a proper and workmanlike manner and restore the Property to the condition existing prior to commissioning any necessary installation, construction, repair, replacement or removal activities. Nothing in this section shall relieve Grantor of liability for damage caused to improvements on the Property by Grantor's negligence.

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

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

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its Partners

as of the day and year first above written.

Signed, Sealed and Delivered
In the presence of:

WHISPERING OAKS GARDENS,
A Florida General Partnership

By: Barbara Wayne
BARBARA WAYNE
Its: Partner

Rena Schmelz
Witness

Rena Schmelz
Printed Witness Name

By: Jyoti Silvera
JYOTI SILVERA
Its: Partner

Pushpa N. Patel
Witness

Pushpa N. Patel
Printed Witness Name

James A. Heishman as for Jyoti Silvera
Benice A. Heishman as per Pushpa Patel

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, **HEREBY CERTIFY** that **BARBARA WAYNE and JYOTI SILVERA**, to me known to be the persons described in and who executed the foregoing instrument, or who have furnished KNOWN as identification, executed and signed this Grant of Easement for Water Services and that they acknowledged before me under oath that they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this 16 day of April, A. D., 2004.

Rena Schmelz
Notary Public, State of Florida
At Large



ST. JOHNS COUNTY, FLORIDA

By: *[Signature]*
Chairman,
Board of County Commissioners

Attest: _____
Clerk of Circuit Court
(Seal)

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, **HEREBY CERTIFY** that _____, to me known to be the person described in and who executed the foregoing instrument, or who has furnished _____ as identification, executed and signed this Grant of Easement for Water Services and that she acknowledged before me under oath that she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at said County and State, this _____ day of _____, A. D., 2004.

Notary Public, State of Florida
At Large

EXHIBIT A

100 Garden Way, St. Augustine, Florida 32092.

Parcel Identification Number: 088275 0000.

Part of Government Lot 3 lying South of State Road 16:

the East 140 feet of the West 273.2 feet of the South 900 feet as
referenced in official Records Book 1297, Page 120, of the Public
Records of St. Johns County, Florida.



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: Water Easement - Whispering Oaks Garden
DATE: April 28, 2004

A handwritten signature in black ink, appearing to read "H. Van Der Mark", is written over the "FROM" line of the memorandum.

Please be informed that the Utility Department has reviewed and approved the water services easement for the Whispering Oaks Garden Development.

Please submit the easement documents to the Board of County Commissioners for their final approval and acceptance.

After acceptance by BCC, please provide the Utility Department with a copy of the Executed Resolution and a recorded copy of the Easement Document.

Your support and cooperation as always are greatly appreciated.

cc: Frank Kenton



**2002 CIR AERIAL
IMAGERY MAP**



Map Prepared: 5/12/2004
*Depicts General Project Boundary

**Whispering Oaks
Gardens
Easement for
Water Service**

File:BCC May 25, 2004



St. Johns County
Public Works Dept.
Real Estate