

RESOLUTION NO. 200~~3~~<sup>4</sup>-110

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SEA PINES SUBDIVISION AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.**

**RECITALS**

**WHEREAS**, Sea Pines Property Owners Association, Inc., a Florida Corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer service to Sea Pines Subdivision; and

**WHEREAS**, St. Augustine Development Corporation, a Florida Corporation has executed and presented the Bill of Sale conveying all personal property associated with the water and sewer system has also been executed and is attached hereto as Exhibit "B"; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "C", incorporated by reference and made a part hereof. The water mains and sewer collection lines including a sewage lift station were installed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards/Specifications and approved by the Florida Department of Environmental Protection; 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 of the County.

**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 Utilities attached and incorporated hereto 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 Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 25<sup>th</sup> day of May, 2004.

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

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

ATTEST: Cheryl Strickland, Clerk

Patricia DeGrande  
Deputy Clerk

RENDITION DATE 05/27/04



## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 9<sup>th</sup> day of September, 2003, by SEA PINES PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, whose address is 509 Anastasia Boulevard, St. Augustine, FL 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, FL 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, 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 this 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 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 any installation, constructions, 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 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 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 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:

SEA PINES PROPERTY OWNERS' ASSOCIATION, INC.

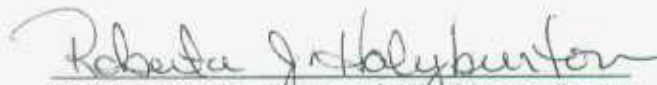
  
Print: Shelda R. Vidamauer

  
Print: Roberta J. Halyburton

By   
Its: Pres. P.O.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of September, 2003, by Robert H. Hahnemann, as President of Sea Pines Property Owners' Associations, Inc., a Florida corporation, and is ( ) personally known to me or ( ) produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida at Large  
Commission expires: \_\_\_\_\_  
(Seal)



Roberta J. Halyburton  
MY COMMISSION # DD083994 EXPIRES  
January 25, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.

CONSENT AND JOINDER

MERCANTILE BANK, formerly known as CITRUS BANK, a Florida banking corporation, as holder of that certain Mortgage and Security Agreement recorded in Official Records Book 1773, Page 1010, 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:

MERCANTILE BANK  
By: Stephen C. Meadows  
Stephen C. Meadows  
Its Senior Vice President

Stefany K. Sermon  
Print: Stefany K. Sermon

Christina M. White  
Print: Christina M. White

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2003 by STEPHEN C. MEADOWS, as Senior Vice President of MERCANTILE BANK, formerly known as CITRUS BANK, on behalf of the bank. Stephen C. Meadows is (  ) personally known to me or (  ) produced as identification.

Stefany K. Sermon  
Notary Public, State of Florida at Large  
Commission expires: Aug 12, 2005  
(Seal)



Stefany K. Sermon  
MY COMMISSION # DD048768 EXPIRES  
August 12, 2005  
BONDED THRU TROY PAIR INSURANCE, INC.

EXHIBIT "A"

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives and all areas designated "utility easement areas", all within the plat of SEA PINES SUBDIVISION, recorded in Map Book 44, Pages 30 through 41, of the Public Records 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".

**BILL OF SALE**

**UTILITY IMPROVEMENTS  
FOR SEA PINES SUBDIVISION**

ST. AUGUSTINE DEVELOPMENT CORPORATION, a Florida corporation, located in St. Johns County, Florida (the "Developer"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, and delivers to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, the following personal property:

The personal property, fixtures and equipment comprising the sewage collection and potable water distribution system (the "Improvements") for improvements within the project. All of the Improvements are included on the approved construction plan drawings prepared by Hill, Boring, Dunn & Associates, Inc., titled Sea Pines Subdivision issued for construction on June 12, 2003 and marked approved by St. Johns County on June 12, 2003, (the "Plans"). All of the Improvements are lying within the right-of-way of Longleaf Drive, Point Pleasant Drive, Greenwood Circle, Needle Grass Drive, Pebble Brook Drive, Heron Point Drive, Cedar Cove Drive, Myrtle Wood Drive and Mirror Lake Drive, all a part of the plat of Sea Pines Subdivision recorded in Map Book 44, Pages 30 through 41, of the Public Records of St. Johns County, Florida. Said personal property, fixtures and equipment being more particularly described on the attached Schedule "A".

The Developer does, for itself and its successors and assigns, covenant to and with St. Johns County and its successors and assigns, that it is the lawful owner of said personal property; that the personal property is free of all encumbrances; that it has good right to sell the same; and that it will warrant and defend the sale of the personal property against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed and delivered by its duly authorized officer on this 8<sup>TH</sup> day of September, 2003.

ST. AUGUSTINE DEVELOPMENT  
CORPORATION

By: \_\_\_\_\_

Robert H. Hahnemann  
Its President




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

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

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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Herbert A. Van Der Mark  
Construction Manager of Utilities   
**SUBJECT:** "Easement for Utilities" Sea Pines Subdivision  
**DATE:** May 10, 2004

Please find attached the executed Easement For Utilities and Bill of Sale documents including the Real Property described on Exhibit A for the above mentioned subject development.

Also enclosed, are the schedule of utility construction values. These easements are for the water mains and sewer collection lines including a sewage lift station which were installed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards/Specifications and approved by the Florida Department of Environmental Protection for services. The attached documents have been reviewed and approved by the St. Johns County Utility Department.

Please present the easement documents to the Board of County Commissioners for 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 for Utilities and Bill of Sale for our files.

Your support and cooperation as always are greatly appreciated.

**Sea Pines  
Subdivision**

**State Road 206 East**



**GENERAL  
LOCATION MAP**



Map Prepared: 5/12/2004

\*Depicts General Project Boundary

**Sea Pines Subdivision  
Easement for  
Water and Sewer  
Service**

File: BCC May 25, 2004



St. Johns County  
Public Works Dept.  
Real Estate