

RESOLUTION NO. 2004- 245

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, RESCINDING COUNTY RESOLUTION 2004-109, AND IN ITS PLACE ACCEPTING A SUBSTANTIALLY SIMILAR EASEMENT FOR UTILITIES FOR WATER SERVICE TO BELLES CHASE SUBDIVISION.**

**RECITALS**

**WHEREAS**, Matthew Braly, President of Belles Chase Homeowners Association, 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 service to Belles Chase Subdivision; and

**WHEREAS**, the original Easement for Utilities was approved by Resolution Number 2004-109 on May 25, 2004, however the language in the original Easement document stated there was an Exhibit "B" attached and there was no Exhibit "B" required therefore a new Easement was executed to correct the error; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the Easement for Utilities, 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 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. County Resolution No. 2004-109 is hereby rescinded.

Section 3. The above described Easement for Utilities is hereby accepted by the Board of County Commissioners.

Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida and file the Bill of Sale that was originally accepted by Resolution No. 2004-109.

PASSED AND ADOPTED this 22 day of September, 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 9-23-04

## EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this \_\_\_\_ day of \_\_\_\_\_, 2004, By **BELLES CHASE OWNERS ASSOCIATION, INC.**, with an address of 18 "A" Street, St. Augustine FL 32080, hereinafter called "**Grantor**," to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 4020 Lewis Speedway, St. Augustine, FL 32084, 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, 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;

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 Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements serviced by the utility system.

3. 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 or structures 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 insure 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:

Debbie Taylor  
Witness Debbie Taylor

**BELLES CHASE OWNERS  
ASSOCIATION, INC.**

By: Matthew Braly  
Matthew Braly  
Its: President

Nanette Bradbury  
Witness Print Name Nanette Bradbury

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 25 day of August, 2004 by Mathew Braly, President of Belles Chase Owners Association, Inc. who has produced \_\_\_\_\_ as identification or is personally known to me.



**NANETTE BRADBURY**  
Notary Public-State of Florida  
My Commission #DD 272322  
Expires December 3, 2007

Nanette Bradbury  
Notary Public, State of Florida

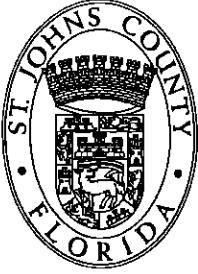
Nanette Bradbury  
Print Name

\_\_\_\_\_  
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 areas," all within the plat of Belles Chase Subdivision, recorded in Map Book 47, Pages 47 through 49, 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."



**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" Belles Chase 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 that 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.