

RESOLUTION NO. 2005- 281

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICES TO A PARCEL OWNED BY HOBBS DOBBS, LLC, LOCATED ON DOBBS ROAD.

RECITALS

WHEREAS, Hobbs Dobbs, LLC, a Florida limited liability company, has executed and presented to the County an Easement for Utilities for water services to serve their parcel of land located on Dobbs Road, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; 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.

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

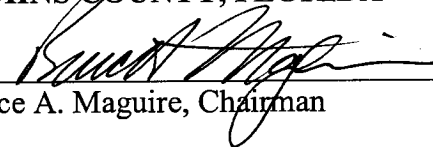
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easement for Utilities is hereby accepted by the Board of County Commissioners.

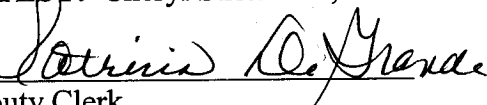
Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 4 day of October, 2005.

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

By: 
Bruce A. Maguire, Chairman

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 10-6-05

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 19th day of August 2005, by HOBBS DOBBS, LLC, a Florida Limited Liability Company, 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 32085-0349, 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 water meters 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 water meters (hereinafter referred to as "Water Meters") 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 granted herein. This easement is for water meters services only and does not convey any right to install other utilities.

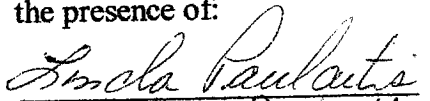
The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "A" attached hereto.

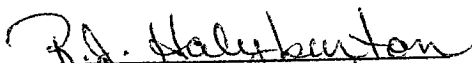
- (a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee.
- (b) All lines and equipment associated with the water meters 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) 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 water meters located within the Easement Area. Grantor does hereby specifically indemnify and hold Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of water meters.
 3. After any installation, construction, repair, replacement or removal of any water meters or equipment 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, by Grantee. 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 water meters 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 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:


Print: Linda Paulaitis


Print: R.J. Haliburton

HOBBS DOBBS, LLC

By: 
Michael Donohue
Managing Member

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19th day of August 2005, by Michael Donohue as Managing Member of Hobbs Dobbs, LLC, a Florida Limited Liability Company, and he is personally known to me.

Roberta J. Haliburton

Notary Public, State of Florida at Large

Commission Expires:

(Seal)



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

EXHIBIT "A" to Easement

The South 230.00 feet of the West 132.00 feet of Tract 10, Unit No. 2 of ST. AUGUSTINE HEIGHTS, according to a plat recorded in Map Book 10, Page 28, of the Public Records of St. Johns County, Florida.

ENCUMBRANCES OF RECORD:

Mortgage given by Hobbs Dobbs, LLC, a Florida Limited Liability Company, to L. F. Rossignol, III, dated August 31, 2004 and recorded September 20, 2004 in Official Records Book 2275, Page 1198, of the Public Records of St. Johns County, Florida.

CONSENT AND JOINDER

L. F. ROSSIGNOL, III, as holder of that certain Mortgage recorded in Official Records Book 2275, Page 1198, 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 solely in evidence of its consent and joinder in and to the easement.

Signed, sealed and delivered in the presence of:

Linda Paulaitis
Print: Linda Paulaitis

Louis F. Rossignol, III
Louis F. Rossignol, III

R. J. Halyburton
Print: R. J. Halyburton

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19 day of August 2005 by L. F. Rossignol, III who is () personally known to me or () produced as identification.

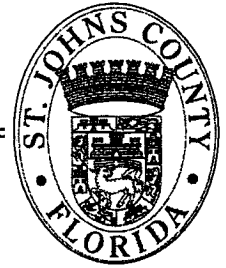
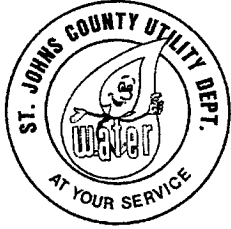
Roberta J. Halyburton
Notary Public, State of Florida at Large
Commission expires: _____
(Seal)



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

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006
St. Augustine, Florida 32085-3006
Phone: (904) 471-2161 • Toll Free: 1-877-837-2311
Administrative Fax: (904) 461-7619
Billing Dept. Fax: (904) 461-3995

INTEROFFICE MEMORANDUM

To: Nanette Bradbury, Real Estate Coordinator
From: Samuel T. Ramirez, Utility Development Manager
Subject: Hobbs Dobbs, LLC
Date: September 6, 2005

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance. This easement is for the meter only.

After acceptance by BCC, please provide the utility department with a copy of the executed resolution and a recorded copy of the Easement for the utilities for our files.

Your support and cooperation as always are greatly appreciated.

Easement for Utilities Location Map



Disclaimer: This map is provided by the St. Johns County Real Estate Division and is for estimate purposes only. The Real Estate Division disclaims all responsibility for the accuracy or completeness of data shown herein. Data are from multiple sources with varying degrees of accuracy. This map should not be used for final site-specific land use decisions.



Prepared By:
**St. Johns County
Real Estate Division**

