

RESOLUTION NO. 2006- 210

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR A WATER MAIN EXTENSION TO COMPLETE THE LOOP AROUND WORLD GOLF VILLAGE TO PROVIDE BETTER FLOW TO THE RESIDENTS IN THE AREA.**

**RECITALS**

**WHEREAS**, SJ Land Associates, LLC, a Delaware limited liability company, 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 a water main extension to complete the loop around World Golf Village; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the Utility Easement 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 to provide better flow to the neighborhood and 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 Board of County Commissioners hereby accepts the above described Easement for Utilities attached and incorporated hereto.

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 27<sup>th</sup> day of June, 2006.

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

By: Cyndi Stevens

**Cynthia W. Stevenson, Vice-Chair**

**ATTEST:** Cheryl Strickland, Clerk

By: Robin L. Platt  
Deputy Clerk

RENDITION DATE 7/3/2006

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 6<sup>th</sup> day of June, 2006 by SS Land Associates, LLC\*, with an address of 101 East Town Place Suite 200 St Augustine, FL 32092 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".

\*a Delaware limited liability company

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees 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, 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 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.

(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 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 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. Grantee shall also be responsible for the restoration of sod, trees, landscaping, plantings, irrigation lines, lighting facilities, signage, curbs, drains, pavement, grades, surface drainage patterns and facilities, underground utilities or other associated underground or surface improvements which are required to be removed by Grantee or Grantee's subcontractors in connection with the installation, construction, repair, replacement, removal or maintenance of utility lines or equipment.

4. This Grant of Easement shall inure to the benefit of and be binding 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 seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

Sandra L. St-Denis  
Witness

Sandra L. St-Denis  
Print Name

VJ Cunningham  
Witness

VJ Cunningham  
Print Name

By: [Signature]  
Its: \_\_\_\_\_

James E. Davidson, Jr.  
Executive V.P., Development & Administration  
SJ Land Associates, LLC

State of Florida  
County of St Johns

The foregoing instrument was acknowledged before me this 6th day of June, 2006, by James E. Davidson, Jr who is personally known to me or has produced \_\_\_\_\_ as identification.

VJ Cunningham  
Notary Public



## **Exhibit "A" to Easement**

### Easement "A"

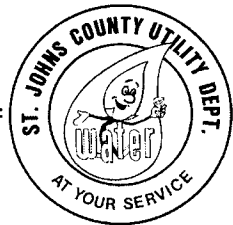
The north 30 feet of Tract 8A, as shown on the plat of Saint Johns Six Mile Creek North Unit One, as recorded in Map Book 37, Pages 21 through 44 inclusive of the public records of St. Johns County, Florida, as measured parallel and concentric with the southerly right-of-way line of State Road No. 16 (a 66 foot right-of-way as nor established).

### Easement "B"

The north 30 feet of Tract 7E, as shown on the plat of Saint Johns Six Mile Creek North Unit One, as recorded in Map Book 37, Pages 21 through 44 inclusive of the public records of St. Johns County, Florida, as measured parallel and concentric with the southerly right-of-way line of State Road No. 16 (a 66 foot right-of-way as nor established).

# 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

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## INTEROFFICE MEMORANDUM

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**To:** Nanette Bradbury, Real Estate Coordinator  
**From:** Samuel T. Ramirez, Utility Development Manager  
**Subject:** Six Mile Creek West 16" Water Main Ext. State Road 16  
**Date:** June 8, 2006

Please present the easement documents to the Board of County Commissioners (BCC) for final approval and acceptance of Six Mile Creek West 16" Water Main Ext. State Road 16.

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.