

RESOLUTION NO. 2011- 298

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TEN EASEMENTS FOR UTILITIES FOR WATER SERVICE TO MOULTRIE RESERVE SUBDIVISION.**

**RECITALS**

**WHEREAS**, ten property owners within Moultrie Reserve Subdivision, have executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A" through Exhibit "J," incorporated by reference and made a part hereof, for water service for the subdivision; and

**WHEREAS**, the water line is located within the right-of-way of Moultrie Reserve Court which was dedicated to the homeowners association within the plat recorded in Map Book 25 Page 86-86. However, the association was never created therefore each property owner must grant an easement to allow future maintenance. Follow up letters have been mailed to the remaining three property owners requesting the easement; and

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

**WHEREAS**, to the extent that there are scrivener's, typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

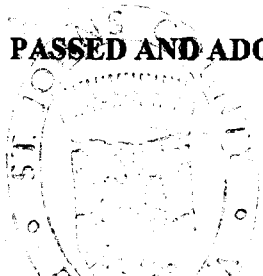
**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

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 ten Easements for Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

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

**PASSED AND ADOPTED** this 18<sup>th</sup> day of October, 2011.



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

By: J. Ken Bryan  
J. Ken Bryan, Chair

**ATTEST:** Cheryl Strickland, Clerk

By: Ram Datterman  
Deputy Clerk

RENDITION DATE 10/19/11

Exhibit "A" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 18 day of February, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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, but Grantee shall not be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker ✓	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio ✓	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson ✓	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders -	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch ✓	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler ✓	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith -	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose -	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson ✓	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese ✓	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh ✓	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen ✓	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn ✓		
Rothemund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Cynthia Williams  
Witness

David Parker  
David Parker

Cynthia H Williams  
Print Name

[Signature]  
Witness

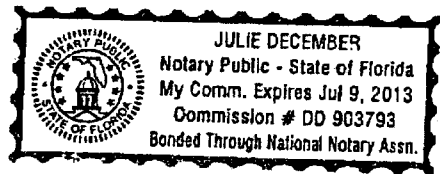
Catherine Parker  
Catherine Parker

DF Crewe II  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 18 day of February, 2011, by David Parker & Catherine Parker who is personally known to me or has produced FL Drivers License as identification.

[Signature]  
Notary Public



**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "B" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 22 day of Feb, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothemund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Carol J. Keen  
Witness

Ruth Cunio  
Ruth Cunio

CAROL J. KEEN  
Print Name

Santa Balboni  
Witness

Santa Balboni  
Print Name

State of Florida  
County of St. Johns PUTNAM

The foregoing instrument was acknowledged before me this 22 day of Sept, 2011, by RUTH CUNIO who is personally known to me or has produced FL. DR. LIC as identification.



Carol J. Keen  
Notary Public

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "C" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 14 day of March, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothemund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Heather Proffitt  
Witness

Thomas R. Walsh  
Thomas Walsh

Heather Proffitt  
Print Name

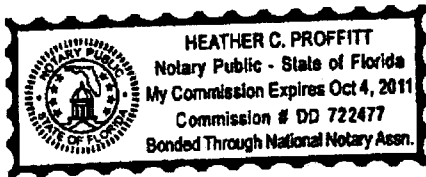
Shari Lawlor  
Witness

Kathleen A. Walsh  
Kathleen Walsh  
FL W4 20501-67675-0

Shari Lawlor  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 14 day of  
March, 2011, by Thomas Walsh  
who is personally known to me or has produced DL-FLW420-83642-880 as  
identification.



Heather Proffitt  
Notary Public

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "D" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 30 day of March, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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, but Grantee shall not be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothmund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Heidi DeRossett

Witness

HEIDI DEROSSETT

Print Name

Catherine J Sawka

Witness

Catherine J. Sawka

Print Name

Jeffrey Geisler

Jeffrey Geisler

Jeffrey Geisler

Dawn Geisler

Dawn Geisler

DAWN Geisler

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 29<sup>TH</sup> day of MARCH, 2011, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification.

Vicky D Cochrane  
Notary Public



VICKY D. COCHRANE  
Notary Public, State of Florida  
My Comm. Expires June 28, 2012  
Commission No. DD 799528

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "E" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 8<sup>th</sup> day of April, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothmund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Taylor Morin  
Witness

John Leckenbusch  
John Leckenbusch

Taylor Morin  
Print Name

Heidi Blocher  
Witness

Peggy Leckenbusch  
Peggy Leckenbusch

Heidi Blocher  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 8th day of April, 2011, by Peggy & John Leckenbusch who is personally known to me or has produced FL DL L251474504100 as identification.



Michelle L. Conley  
Notary Public

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "F" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 13 day of April, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothermund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Donna Greer  
Witness

Marc D. Albanese  
Marc D. Albanese

Donna Greer  
Print Name

Noreen Barnett  
Witness

Noreen Barnett  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 13 day of April, 2011, by MARC ALBANESE who is personally known to me or has produced FL drivers license as identification.



Kristina Hersey  
Notary Public

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "G" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 18 day of May, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothmund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Heather Proffitt  
Witness

Heather Proffitt  
Print Name

Heather Proffitt  
Witness

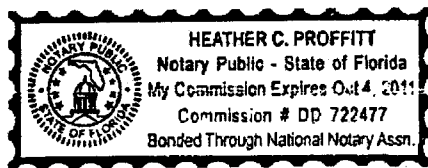
Heather Proffitt  
Print Name

Michael Lauritsen  
Michael Lauritsen  
FL 66 32-558-50-190-0

Cynthia Lauritsen  
Cynthia Lauritsen  
FL 26 32-101-49-941-0

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 18 day of May, 2011, by Cynthia & Michael Lauritsen who is personally known to me or has produced DL as identification.



Heather Proffitt  
Notary Public

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "H" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 4 day of August, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothemund	195 Watson Road	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

*Nanette Bradbury*

Witness

Nanette Bradbury

Print Name

*Laurie Ford*

Witness

Laurie Ford

Print Name

*Deborah A. Jackson*

Deborah A. Jackson

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 4 day of  
August, 2011, by Deborah A Jackson  
who is personally known to me or has produced \_\_\_\_\_ as  
identification.

*Nanette Bradbury*

Notary Public

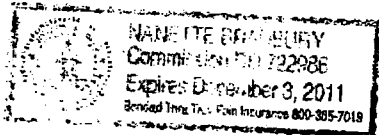


Exhibit "I" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 6 day of July, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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

Signed, sealed and delivered

In the presence of:

Vanessa T. Griffin  
Witness

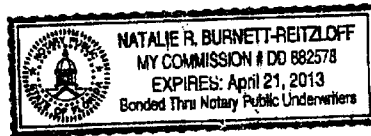
VANESSA T. GRIFFIN  
Print Name

John A. Griffin  
Witness

JOHN A. GRIFFIN  
Print Name

Carl Green  
Carl Green

Nadine Nelson  
Nadine Nelson



State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 6 day of July, 2011, by Carl and Nadine Green aka Nadine Nelson who is personally known to me or has produced a Florida drivers license as identification.

Natalie R. Burnett-Reitzloff  
Notary Public

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.

Exhibit "J" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 27 day of July, 2011, by **LOT OWNERS ON EITHER SIDE OF MOULTRIE RESERVE COURT\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, 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 consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 be responsible for restoration of 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 lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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.

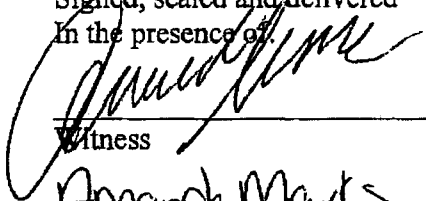
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

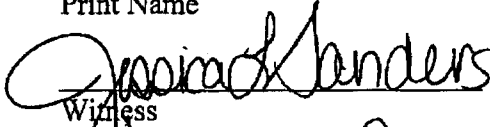
**GRANTOR LIST:\***

David & Catherine Parker	4905 Moultrie Reserve Court	St. Augustine FL 32086
Ruth Cunio	511 Mulholland Park	Palatka FL 32177
Carl Green & Nadine E. Nelson	4925 Moultrie Reserve Court	St. Augustine FL 32086
Rikki Badders	4945 Moultrie Reserve Court	St. Augustine FL 32086
John & Peggy Leckenbusch	4955 Moultrie Reserve Court	St. Augustine FL 32086
Jeffrey & Dawn Geisler	4965 Moultrie Reserve Court	St. Augustine FL 32086
Jeanette S. Smith	4966 Moultrie Reserve Court	St. Augustine FL 32086
Carl & Tracy Rose	4975 Moultrie Reserve Court	St. Augustine FL 32086
Deborah A. Jackson	4995 Moultrie Reserve Court	St. Augustine FL 32086
Marc D. Albanese	5005 Moultrie Reserve Court	St. Augustine FL 32086
Thomas & Kathleen Walsh	5015 Moultrie Reserve Court	St. Augustine FL 32086
Michael & Cynthia Lauritsen	4985 Moultrie Reserve Court	St. Augustine FL 32086
Charlene Putz & Lynn Rothmund	195 Watson Road	St. Augustine FL 32086


Signed, sealed and delivered  
In the presence of:

  
Witness

Amanda Marks  
Print Name

  
Witness

Jessica L Sanders  
Print Name

  
Charlene Putz

  
Lynn Rothmund

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 27 day of July 27, 2011, by Charlene Putz Lynn Rothmund who is personally known to me or has produced DL's as identification.



  
Notary Public

**Exhibit "A" to Easement**

Right of way of Moultrie Reserve Court as recorded in Map Book 25 Page 85-86 of the public records of St. Johns County, Florida.



**St. Johns County Board of County Commissioners**

Utility Department

---

**INTEROFFICE MEMORANDUM**

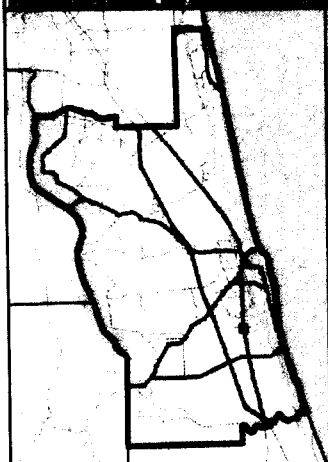
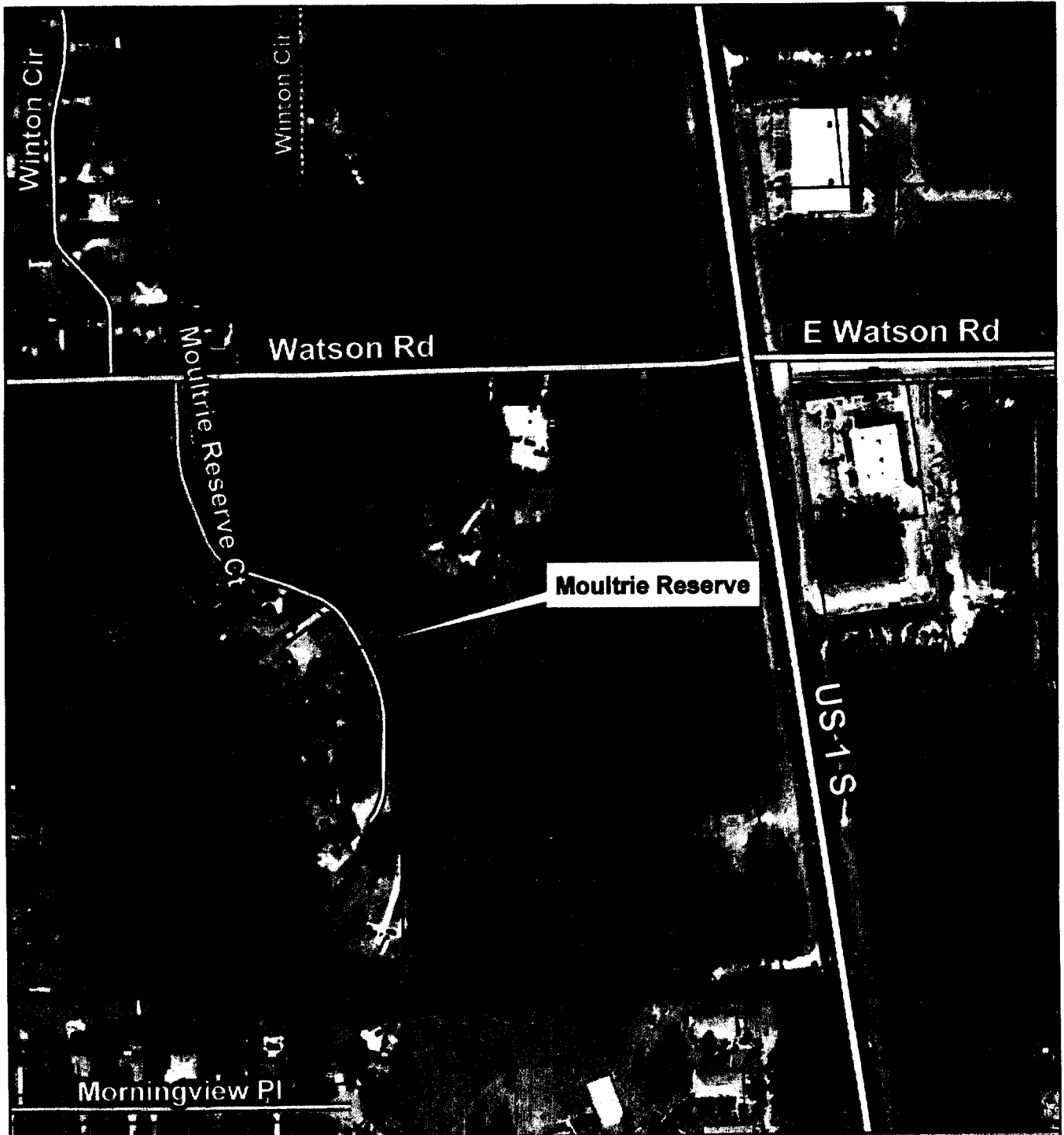
---

**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** Karri Thomas, Asset Management Tech  
**SUBJECT:** Moultrie Reserve  
**DATE:** September 9, 2011

Please present the Easements to the Board of County Commissioners (BCC) for approval and acceptance of Moultrie Reserve.

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

Your support and cooperation as always are greatly appreciated.



## Moultrie Reserve Subdivision Easement for Utilities

0 120 240 480 720 960 Feet

St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared:  
September 15, 2011  
(904) 209-0788



**DISCLAIMER**  
This map is for general use only. Data provided are derived from multiple sources with varying levels of accuracy.