

RESOLUTION NO. 2011- 85

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER SERVICE TO MOULTRIE LAKES CONDOMINIUM LOCATED ON OLD MOULTRIE ROAD.

RECITALS

WHEREAS, Moultrie Lakes Condominium Association, Inc. a Florida non profit corporation has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water service to Moultrie Lakes Condominium located on Old Moultrie Road; and

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

WHEREAS, to the extent that there are typographical, scriveners 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 Easement for Utilities attached and incorporated hereto, are 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 19th day of April, 2011.

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

By: [Signature]
J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 04/21/11

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 10 day of March, 2011, by **MOULTRIE LAKES CONDOMINIUM, INC.**, a Florida non-profit corporation, with an address of 1835 US 1 South, Suite 119, PMB 301, St. Augustine Florida 32084, hereinafter called "Grantor" 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". *Assocation

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 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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 Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

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 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. 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, "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:

**MOULTRIE LAKES CONDOMINIUM
ASSOCIATION**

Marlene J. Ahearn
Witness

By: *Ronald T. Libby*, President
Its: _____

MARLENE J AHEARN
Print Name

Karen Hernandez
Witness

KAREN HERNANDEZ
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 10 day of March, 2011, by Ronald T Libby who is personally known to me or has produced FL Drivers License as identification.



Heather L Chatila
Notary Public

EXHIBIT "A" TO EASEMENT

PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, AND SECTIONS 30 AND 41 (G.W. PERPALL GRANT), TOWNSHIP 7 SOUTH RANGE 30 EAST, ST JOHNS COUNTY, FLORIDA (BEING PART OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 422, PAGES 186 AND 187 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST (SAID POINT BEING ALSO IN THE WEST LINE OF FRACTIONAL SECTION 30, TOWNSHIP 7 SOUTH, RANGE 30 EAST), RUN NORTH 1 DEGREE 02 MINUTES WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25 FOR A DISTANCE OF 61.94 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF THE "ALTON STEELE" TRACT AS DESCRIBED ON OFFICIAL RECORDS BOOK 374, PAGE 179 AND 180 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED: THENCE CONTINUE NORTH 1 DEGREE 02 MINUTES WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 772.41 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE FLAGLER COLLEGE PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 441, PAGE 477, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA THENCE RUN SOUTH 88 DEGREES 58 MINUTES WEST, ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 441, PAGE 477 FOR A DISTANCE OF 420.00 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREE 02 MINUTES EAST, FOR A DISTANCE OF 767.52 FEET TO A POINT; THENCE CONTINUE SOUTH 01 DEGREES 02 MINUTES 00 SECONDS EAST, FOR A DISTANCE OF 61.94 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 420.03 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, THENCE RUN SOUTH 81 DEGREES 02 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 277.37 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-5A, SAID ROAD ALSO CALLED OLD MOULTRIE ROAD, THENCE RUN NORTH 8 DEGREES 38 MINUTES EAST, ALONG SAID COUNTY ROAD C-5A WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 61.00 FEET TO THE SOUTHEAST CORNER OF THE "ALTON STEELE" TRACT AS DESCRIBED IN OFFICIAL RECORDS BOOK 374, PAGE 179 AND 180 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE RUN NORTH 81 DEGREES 02 MINUTES WEST ALONG THE SOUTH LINE OF SAID OFFICIAL RECORDS BOOK 374, PAGES 179 AND 180 TRACT AS EXTENDED FOR A DISTANCE OF 287.77 FEET, MORE OR LESS TO THE POINT OF BEGINNING



St. Johns County Board of County Commissioners

Utility Department

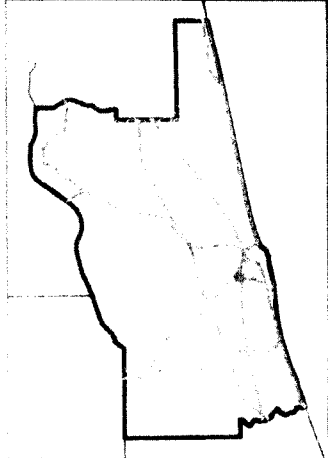
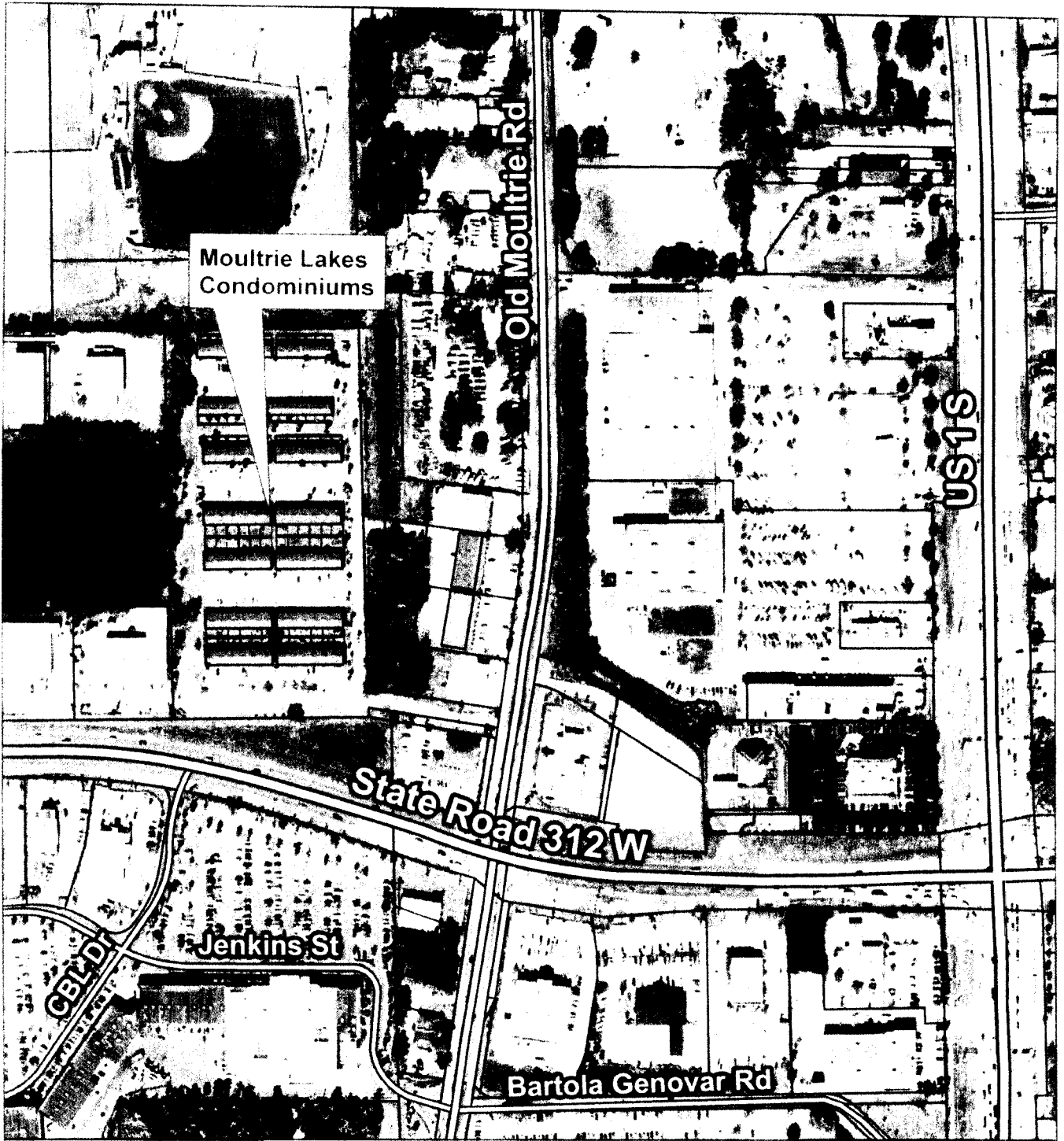
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Moultrie Lakes
DATE: March 17, 2011

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Moultrie Lakes.

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.



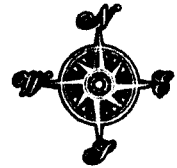
Moultrie Lakes Condo Easement for Utilities

0 100 200 400 600 800 Feet

St Johns County
Land Mgmt Systems
Real Estate Division



Map Prepared
March 17, 2011
(904) 209-0788



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