

RESOLUTION NO. 2012- 247

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING ONE OF TWO EASEMENTS FOR UTILITIES NEEDED FOR SEWER SERVICE TO SERVE THE COMMERCIAL BUSINESSES ON A1A SOUTH.

RECITALS

WHEREAS, one property owner in Casa de Contera subdivision, 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 the sewer line located on their property in Casa de Contera Subdivision; and

WHEREAS, the sewer line was installed in 1986 and an easement was given between the developer of the subdivision and the commercial property owner. When the County took over the utilities in the subdivision an easement was never given to cover the sewer line located between the two residential lots; and

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

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, is hereby accepted.

Section 3. To the extent that there are typographical, scrivener 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.

Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 18 day of September, 2012.

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

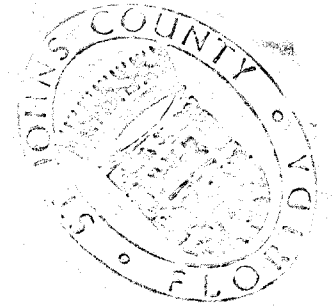
By: 

J. Ken Bryan, Chair

ATTEST: Cheryl Strickland, Clerk

By: 

Deputy Clerk



RENDITION DATE 9/20/12

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16 day of May, 2012 by HOPE BARTON, with an address of 1502 San Rafael Way, St. Augustine, Florida 32080, 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".

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 gravity sewer collection system and sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground 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 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 sewer 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 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. GRAVITY SEWER LINE - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer line located within the Easement Area.

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:

Nancy Dahl

Witness

Hope Barton

Hope Barton

NANCY F. DAHL

Print Name

Paul Basso

Witness

Paul Basso

Print Name

State of Florida

County of St Johns

The foregoing instrument was acknowledged before me this 16 day of May, 2012, by Hope Barton who is personally known to me or has produced FL Drivers License as identification.

Paul Basso
Notary Public



PAUL BASSO
MY COMMISSION # EE 163909
EXPIRES: March 4, 2016
Bonded Thru Budget Notary Services

EXHIBIT "A" to Easement

EASEMENT AREA

The area five (5) feet on each side of the common boundary line of Lots 14 and 15 Block "A" as shown within the plat of Casa de Contera, Unit 1 as recorded in Map Book 19, Pages 63-64 within 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: Robert Zammataro, Chief Engineer - Development
SUBJECT: Casa de Contera Subdivision Easements
DATE: August 23, 2012

At your earliest convenience, please present the 5ft easement for the gravity sewer pipe along lot 14 in the Casa de Contera, Unit 1 Subdivision to the Board of County Commissioners (BCC) for acceptance and recording. Should you need any further information from Utilities please don't hesitate in calling

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

Your support and cooperation as always are greatly appreciated.