

RESOLUTION NO. 2014- 199

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO RESIDENTS ALONG THE PRIVATE RIGHT-OF-WAY OF WINDANTIDE ROAD IN SOUTHERN ST. JOHNS COUNTY.

RECITALS

WHEREAS, the owner of the private right-of-way of Windantide Road 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 and sewer service to residents along Windantide Road; and

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

WHEREAS, it is in the best interest of the County to accept the Easement for the health, safety and welfare of the residents in the area.

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

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

Section 2. The above described Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

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

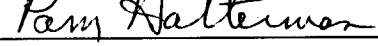
Section 4. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 5th day of August, 2014.

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

By: 
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 8/7/14

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 21st day of APRIL, 2014 by **ERIC R. WINCHESTER AND JANIS CAROLE WINCHESTER**, with an address of 5485 Windantide Road, 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 water distribution system and sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and 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 water and/or 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 water and sewer utility lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) 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.

(b) SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains 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.

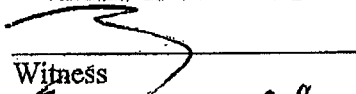
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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.

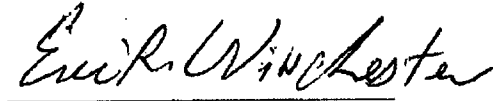
Signed, sealed and delivered
In the presence of:

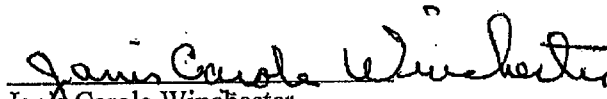

Witness

Kimberly Crosby
Print Name


Witness

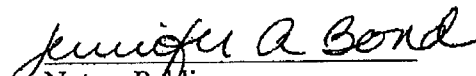
Esteban M. Cotto Curbelo
Print Name


Eric R. Winchester


Janis Carole Winchester

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 21st day of April, 2014, by Eric R. Winchester and Janis Carole Winchester, who is personally known to me or has produced _____ as identification.


Notary Public



JENNIFER A. BOND
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE828497
Expires 10/4/2016



EXHIBIT "B" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Windantide Road
DATE: June 24, 2014

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

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and copy of the recorded Easement for our files.

Your support and cooperation as always are greatly appreciated.

EXHIBIT "A"

EASEMENT AREA

PARCEL ONE:

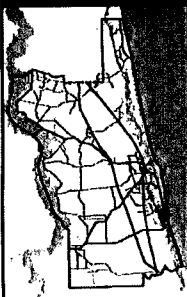
BEGINNING AT THE SOUTHWESTERLY CORNER OF A PERPETUAL ROAD EASEMENT (RECORDED IN DEED BOOK 211 PAGE 129 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA) RUN SOUTH 17 DEGREES 29 MINUTES EAST, FOR A DISTANCE OF 209.00 FEET TO A POINT; THENCE RUN NORTH 74 DEGREES 56 MINUTES EAST, FOR A DISTANCE OF 30.00 FEET TO A POINT; THENCE RUN NORTH 17 DEGREES 29 MINUTES WEST FOR A DISTANCE OF 209.00 FEET, MORE OF LESS TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID DEED BOOK 211 PAGE 129 EASEMENT; THENCE RUN SOUTH 74 DEGREES 56 MINUTES WEST, ALONG THE AFOREMENTIONED SOUTHERLY LINE OF SAID DEED BOOK 211 PAGE 129 EASEMENT, FOR A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

BEGIN AT THE SOUTHEASTERLY CORNER OF A PERPETUAL ROAD EASEMENT, RECORDED IN DEED BOOK 21 PAGE 129 OF THE ST. JOHNS COUNTY PUBLIC RECORDS; THENCE CONTINUE SOUTH 74 DEGREES 56 MINUTES WEST, ALONG THE SOUTH LINE OF SAID PERPETUAL ROAD EASEMENT FOR A DISTANCE OF 30 FEET TO A POINT; THENCE RUN SOUTH 17 DEGREES 29 MINUTES EAST A DISTANCE OF 369.73 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PALMETTO ROAD; THENCE RUN NORTH 74 DEGREES 56 MINUTES EAST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PALMETTO ROAD, FOR A DISTANCE OF 30 FEET TO A POINT; THENCE RUN NORTH 17 DEGREES WEST, FOR A DISTANCE OF 369.73 FEET TO THE POINT OF BEGINNING.



Easement Area



2013 Aerial Imagery

0 100 200

Feet

June 24, 2014

Easement for Utilities

Land Management
Systems
Real Estate
Division
(904) 209-0762

Disclaimer:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County Real Estate Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

