

RESOLUTION NO. 2015- 191

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES FOR WATER AND SEWER SERVICE TO RESIDENCES ADJACENT TO BUTLER PARK WEST.

RECITALS

WHEREAS, two property owners have executed and presented to the County two Easements for Utilities, attached hereto as Exhibits A and B, incorporated by reference and made a part hereof, for water and sewer service to serve residences adjacent to Butler Park West; and

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

WHEREAS, it is in the best interest of the County to accept the Easements for the health, safety, and welfare of the citizens.

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

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

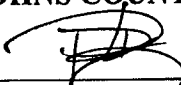
Section 2. The attached Easements for Utilities are hereby accepted by the Board of County Commissioners.

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, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

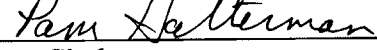
Section 4. The Clerk of the Circuit Court is instructed to record the original Easements for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of July, 2015.

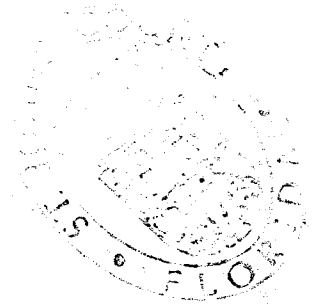
**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk

RENDITION DATE 7/23/15



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2015 by **D. MATTHEW STRICKLAND AND TARA STRICKLAND**, with an address of 3501B N. Ponce de Leon Blvd., St. Augustine FL 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".

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:

[Signature]
Witness

ERIC MEIDE
Print Name

[Signature]
Witness

ERIC MEIDE
Print Name

[Signature]
D. Matthew Strickland

[Signature]
Tara Strickland

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 18 day of May, 2015, by D. Matthew Strickland and Tara Strickland, who is personally known to me or has produced [Signature] as identification.

 DANIELLE DARDEN
MY COMMISSION # EE 161281
EXPIRES: February 10, 2016
Bonded Thru Budget Notary Services

[Signature]
Notary Public

EXHIBIT "A" to Easement

EASEMENT AREA

A PARCEL OF LAND IN GOVERNMENT LOT 7, SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT 6, SUNSET LANDING, AS RECORDED IN MAP BOOK 20, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89°05'42" EAST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 137.47 FEET; THENCE SOUTH 16°14'39" EAST A DISTANCE OF 145.24 FEET; THENCE SOUTH 89°08'30" WEST A DISTANCE OF 45.00 FEET; THENCE NORTH 16°14'39" WEST A DISTANCE OF 129.75 FEET; THENCE SOUTH 89°05'42" WEST 96.50 FEET; THENCE NORTH 00°51'30" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,734 SQUARE FEET MORE OR LESS.

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 19 day of May, 2015 by PAMELA MASON, with an address of 10679 Palm Spring Drive, Boca Raton Florida 33248-4126, 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.

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(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:


[Signature]
Witness Sean K. Whelan

[Signature]
Pamela Mason

Print Name

[Signature]
Witness

Robert Caldwell
Print Name

 Dulone Zafindramary
Notary Public
State of Florida
My Commission Expires 02/05/2019 ²⁰¹⁹
Commission No. FF 196711

State of Florida

County of PALM BEACH.

The foregoing instrument was acknowledged before me this 19TH day of May, 2015, by Pamela Mason, who is personally known to me or has produced DL as identification.

[Signature]
Notary Public

EXHIBIT "A" to Easement

EASEMENT AREA

A PARCEL OF LAND IN GOVERNMENT LOT 7, SECTION 22, TOWNSHIP 8 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 6, SUNSET LANDING, AS RECORDED IN MAP BOOK 20, PAGES 30 AND 31, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 89°05'42" EAST, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 137.47 FEET; THENCE SOUTH 16°14'39" EAST A DISTANCE OF 145.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1453'06" EAST A DISTANCE OF 157.50 FEET; THENCE SOUTH 8907'00" WEST A DISTANCE OF 45.00 FEET; THENCE NORTH 1453'00" WEST A DISTANCE OF 157.52 FEET; THENCE NORTH 8908'30" EAST A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,877 SQUARE FEET MORE OR LESS.



St. Johns County Board of County Commissioners

Utility Department

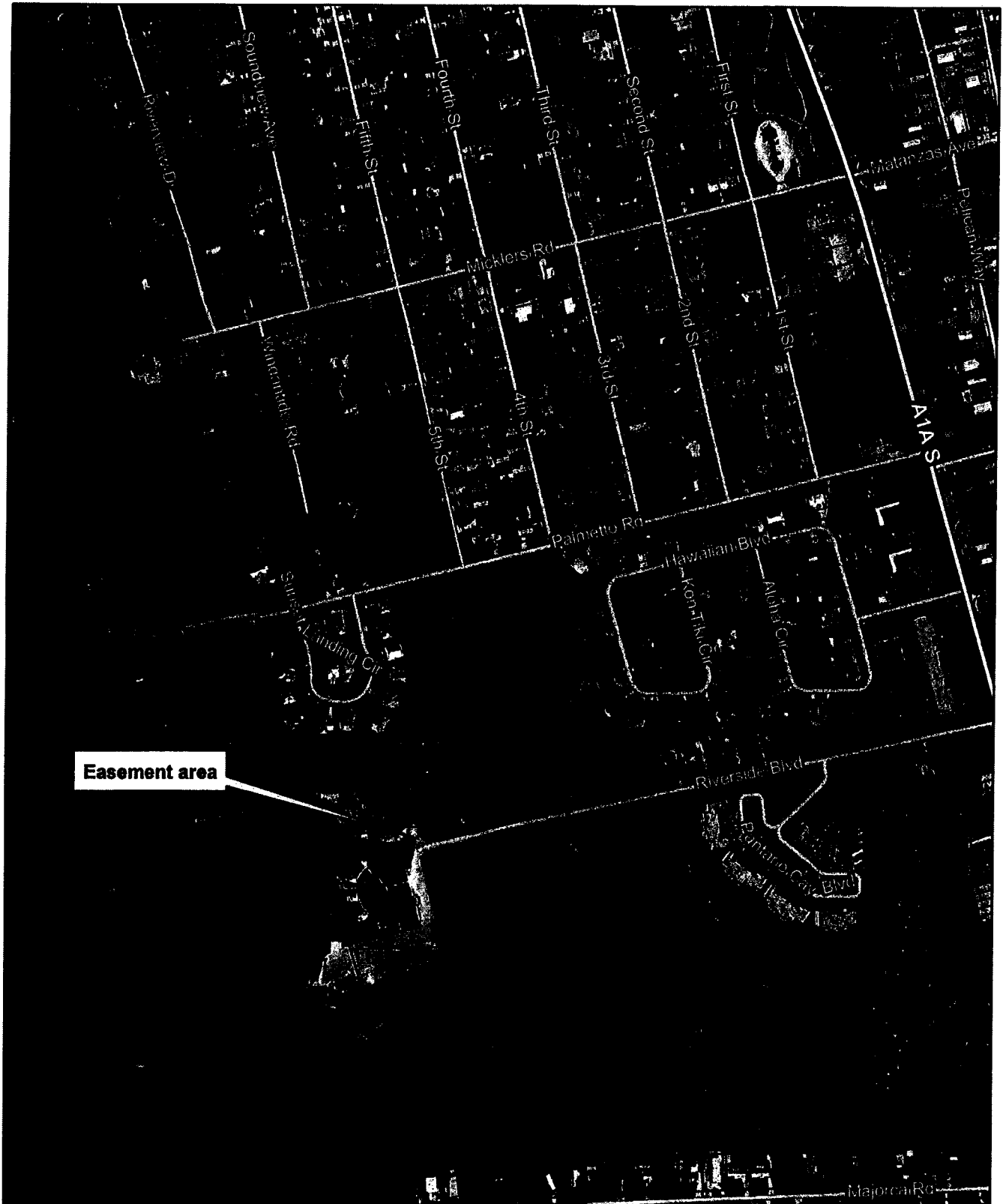
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Butler Park West
DATE: May 21, 2015

Please present the Easements to the Board of County Commissioners (BCC) for approval and acceptance of the utilities serving residents adjacent to Butler Park West.

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

Your support and cooperation as always are greatly appreciated.



Easement area



2013 Aerial Imagery
 0 100 200
 Feet
 May 22, 2015

Butler Park West 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.

