

RESOLUTION NO. 2016- 64

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN AMENDED AND RESTATED EASEMENT FOR UTILITIES BY THE OAKBRIDGE HOMEOWNERS ASSOCIATION FOR THE INNLET BEACH SUBDIVISION.**

**RECITALS**

**WHEREAS,** The Oakbridge Homeowners Association, a Florida non-profit corporation, has executed and presented to the County an Amended and Restated Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for the Innlet Beach Subdivision; and

**WHEREAS,** the amendment is needed to modify the legal description to the Easement for Utilities that was granted in 2012 by the homeowners association; and

**WHEREAS,** it is in the best interest of St. Johns County to accept the amended easement for the health, safety and welfare of its citizens.

**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 Amended and Restated 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 file the original Amended and Restated Easement for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of March, 2016.

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

By: Jeb S. Smith  
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By: Ram Watterman  
Deputy Clerk

**RENDITION DATE** 3/17/16

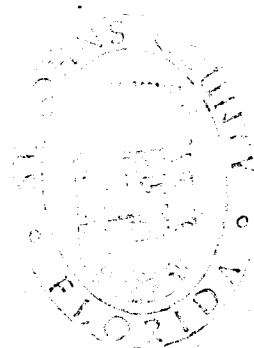


EXHIBIT "A" TO RESOLUTION

Public Records of St. Johns County, FL  
Clerk number: 2015080732  
BK: 4128 PG: 1113  
12/23/2015 4:39 PM  
Recording \$35.50

**AMENDED AND RESTATED EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 4<sup>th</sup> day of December, 2015 by **THE OAKBRIDGE HOMEOWNERS ASSOCIATION**, a Florida non-profit corporation, with an address of 5455 A1A South, Suite 3, 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, gravity sewer collection system & 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 acknowledges that Grantee shall not be responsible for maintaining any water lines between the water meter and the improvements served by the utility system. Grantor and Grantee further acknowledge and agree that any water lines between the water meter and the improvements served by the utility system shall be the maintenance and responsibility of the owners of individual lots or parcels served by such lines.

(b) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. Grantor and Grantee acknowledge and agree that such sewer laterals shall be the maintenance responsibility of the owners of the individual lots or parcels served by such sewer laterals.

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.

6. This Amended and Restated Easement for Utilities shall completely amend, restate and supercede that certain Easement for Utilities granted by Grantor to Grantee dated September 21, 2012 and recorded in Official Records Book 3641 Page 936 of the public records of St. Johns County, Florida.

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:

THE OAKBRIDGE HOMEOWNERS  
ASSOCIATION, INC.

[Signature]  
Witness

By: Bobby L. Hicks  
Its: President

Penny N. Addison  
Print Name

[Signature]  
Witness

AUGUST POCUS  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of December 2015, by Bobby Hicks who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



EXHIBIT "A" to EASEMENT

EASEMENT AREA

The Easement area granted by this document shall include all project roads and drives, **less and except the rights-of-way of Palmera Drive East and Alta Mar Drive**, all areas designated "utility easement areas", all within the plat of Inlet Beach Unit One, recorded in Map Book 13, Pages 14-18 of the public records of St. Johns County, Florida; and

The Easement area granted by this document shall include all project roads and drives, **less and except the rights-of-way of Palmera Drive East and Alta Mar Drive**, all areas designated "utility easement areas", all within the plat of Inlet Beach Unit Two, recorded in Map Book 12, Pages 60-62 of the public records of St. Johns County, Florida; and

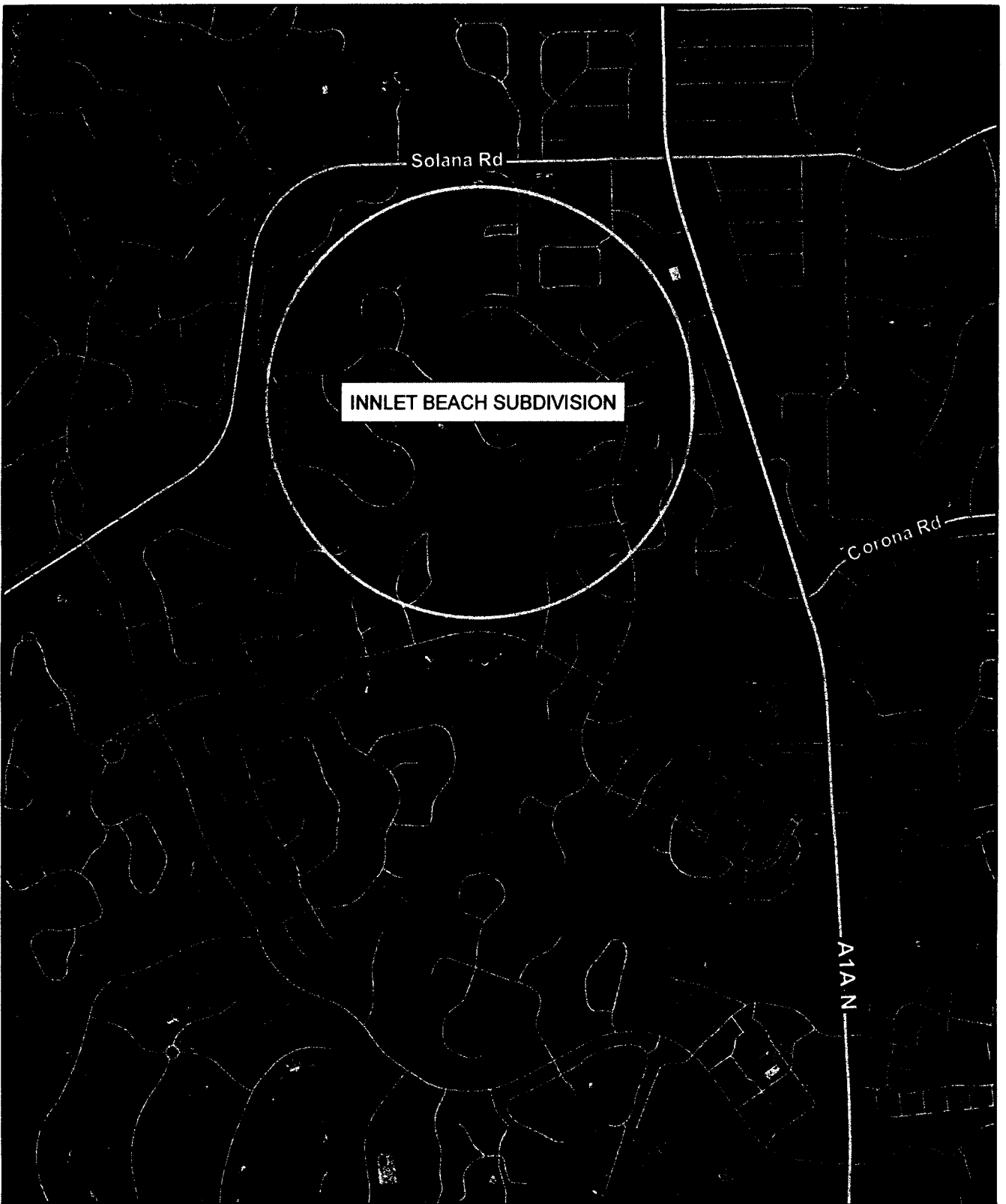
The Easement area granted by this document shall include all project roads and drives, **less and except the rights-of-way of Palmera Drive East and Alta Mar Drive**, all areas designated "utility easement areas", all within the plat of Inlet Beach Unit Three, recorded in Map Book 12, Pages 69-72 of the public records of St. Johns County, Florida; and

The Easement area granted by this document shall include all project roads and drives, **less and except the rights-of-way of Palmera Drive East and Thousand Oaks Boulevard**, all areas designated "utility easement areas", all within the plat of Inlet Beach Unit Four, recorded in Map Book 12, Pages 73-75 of the public records of St. Johns County, Florida; and

The Easement area granted by this document shall include all project roads and drives, **less and except the rights-of-way of Palmera Drive East and Alta Mar Drive and Thousand Oaks Boulevard**, all areas designated "utility easement areas", all within the plat of Inlet Beach Unit Five, recorded in Map Book 13, Pages 19-20 of the public records of St. Johns County, Florida; and

The Easement area granted by this document shall include all project roads and drives, **less and except the rights-of-way of Palmera Drive East**, all areas designated "utility easement areas", all within the plat of Inlet Beach Unit Seven, recorded in Map Book 13, Pages 102-103 of the public records of St. Johns County, Florida; and

The Easement area granted by this document shall include all project roads and drives, **less and except the rights-of-way of Palmera Drive East**, all areas designated "utility easement areas", all within the plat of Inlet Beach Unit Eight, recorded in Map Book 13, Pages 111-113 of the public records of St. Johns County, Florida.

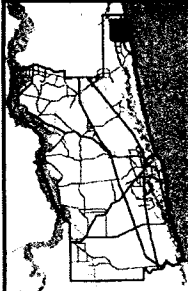


**INNLET BEACH SUBDIVISION**

Solana Rd

Corona Rd

A1A N



2013 Aerial Imagery  
 0 500 1,000  
 Feet  
 February 8, 2016

**Oakbridge HOA**  
*Amended and Restated Easement*

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0764

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.

