

RESOLUTION NO. 2016- 7

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR CONSTRUCTION OF A NEW FORCE MAIN TO IMPROVE SERVICE TO THE RESIDENTS IN THE SIX MILE CREEK NORTH AREA.**

**RECITALS**

**WHEREAS**, St. Johns Six Mile Creek North Property Owners 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 construction of a new force main; 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.

**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 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 19 day of January, 2016.

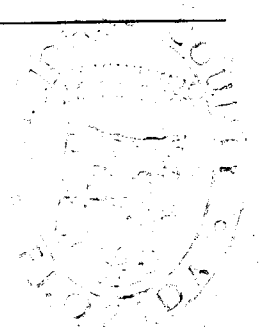
**BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA**

By: [Signature]  
Jeb S. Smith, Chair

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

By: [Signature]  
Deputy Clerk

**RENDITION DATE** 1/21/16



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 20<sup>th</sup> day of November, 2015 by **ST. JOHNS SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, with an address of 475 West Town Place Suite 112, St. Augustine, FL 32092, 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, sewer force mains and reuse water line 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.

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

(c) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse 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:

Jim Hutchison  
Witness

Tim Hutchison  
Print Name

Quinn Dair  
Witness

Jackie Dair  
Print Name

ST JOHNS SIX MILE CREEK NORTH  
PROPERTY OWNERS ASSN., INC.

By: Rob O'Brien

Its: AGENT

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 20th day of November, 2015, by Rob O'Brien, who is personally known to me or has produced FL Drivers License as identification.

Shirley R. Hunt  
Notary Public



SHIRLEY R. HUNT  
MY COMMISSION # EE 218864  
EXPIRES: August 14, 2016  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**

**EASEMENT AREA**

**The South 15 feet of Tract 2C, St. Johns Six Mile Creek North Unit 1 as recorded in Map Book 37 Pages 21-44 of the public records of St. Johns County, Florida.**



**St. Johns County Board of County Commissioners**

Utility Department

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**INTEROFFICE MEMORANDUM**

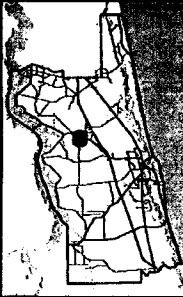
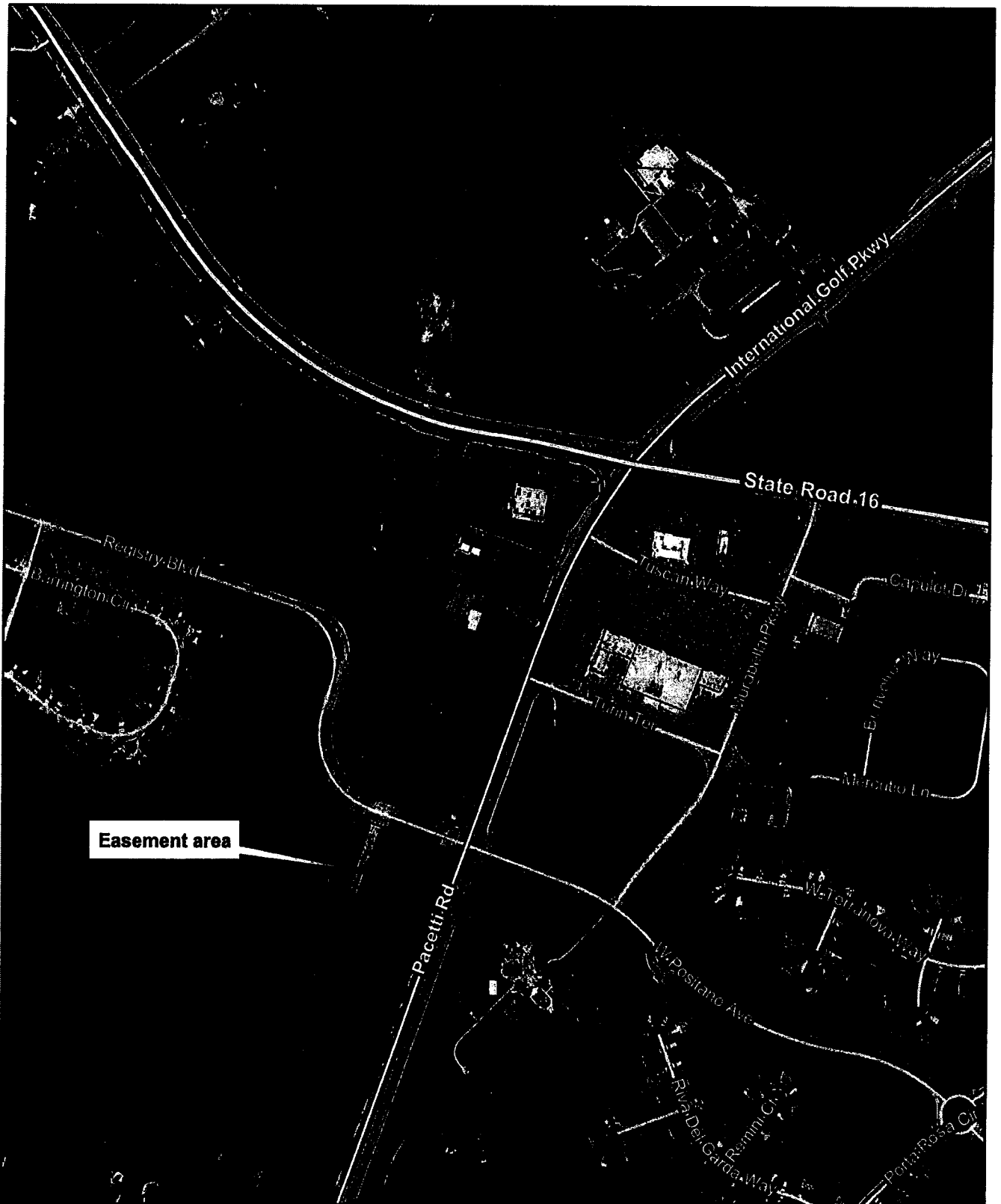
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**TO:** Nanette Bradbury, Real Estate Coordinator  
**FROM:** James Overton, Engineer - Utility Capital Improvements  
**SUBJECT:** Six Mile Creek North POA, Inc Easement  
**DATE:** December 1, 2015

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of the easement signed by the Six Mile Creek North POA, Inc.

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

Your support and cooperation as always are greatly appreciated.



  
 2013 Aerial Imagery  
 0 100 200  
 Feet  
 December 2, 2015

## Six Mile Creek North Utility Easement

**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.

