

RESOLUTION NO. 2022- 422

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES ASSOCIATED WITH THE WATER SYSTEM TO SERVE 7849 COUNTY ROAD 13 NORTH.

RECITALS

WHEREAS, Cynthia Brantley has executed and presented to the County an Easement for Utilities associated with the water system to serve 7849 County Road 13 North, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, Charles Brantley has executed and presented to the County an Easement for Utilities associated with the water system to serve 7849 County Road 13 North, attached hereto as Exhibit “B”, incorporated by reference and made a part hereof; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit “C”, 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 two Easements for Utilities attached and incorporated hereto, are 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 Easements for Utilities from Cynthia Brantley and file the, previously recorded, Easement for Utilities from Charles Brantly in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 15th day of November, 2022.

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

By: *Henry Oen* Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

Rendition Date NOV 17 2022

Crystal Smith
Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 23 day of June, 2022
by Cynthia Brantley, with an address of 7849 CR 13 North,
hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political
subdivision of the State of Florida, whose address is 7849 County Road 13 North, St.
Augustine FL 32092, 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 meters 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. **As a result, the ingress and egress
area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).**
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 water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines within the boundary of the Grantor's property excluding the water meters.

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:

Josi Connors
Witness Signature

Josi Connors
Print Name

Melissa Stratton
Witness Signature

Melissa Stratton
Print Name

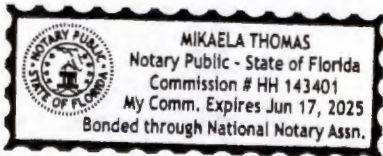
By: Cynthia Brantley

Print Name: CYNTHIA Brantley

Its: _____

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of June, 2022, by cynthia Brantley as customer for flamingo septic & utilities, LLC.



Mikaela Thomas
Notary Public
My Commission Expires: 6/17/2025

Personally Known or Produced Identification
Type of Identification Produced

EXHIBIT "A"

EASEMENT AREA

A 10 X 10 area as measured from the center of the water meter at its current location located on the following described property:

Lot 2, Six Mile Subdivision, as recorded in Map Book 19, pages 100 and 101, of the public records of St. Johns County, Florida.

Exhibit "B" Resolution

Public Records of St. Johns County, FL
Clerk number: 2022050586
BK: 5561 PG: 106
5/18/2022 9:08 AM
Recording \$44.00
Doc. D \$0.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 16th day of May, 20 by Charles Brantley, with an address of 7849 CR 13 North, hereinafter called "Grantor" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 7849 County Road 13 North, St. Augustine FL 32092, 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 meters 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. **As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area).** 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.

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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:

Josi Connors

Witness Signature

Josi Connors

Print Name

Melissa Stratton

Witness Signature

Melissa Stratton

Print Name

By: Charles Brantley
Print Name: Charles Brantley
Its: Property Owner

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of May, 2022, by Charles Brantley as Property Owner for _____.

Heather Mullis
Notary Public
My Commission Expires: 5/10/23

Personally Known or Produced Identification
Type of Identification Produced

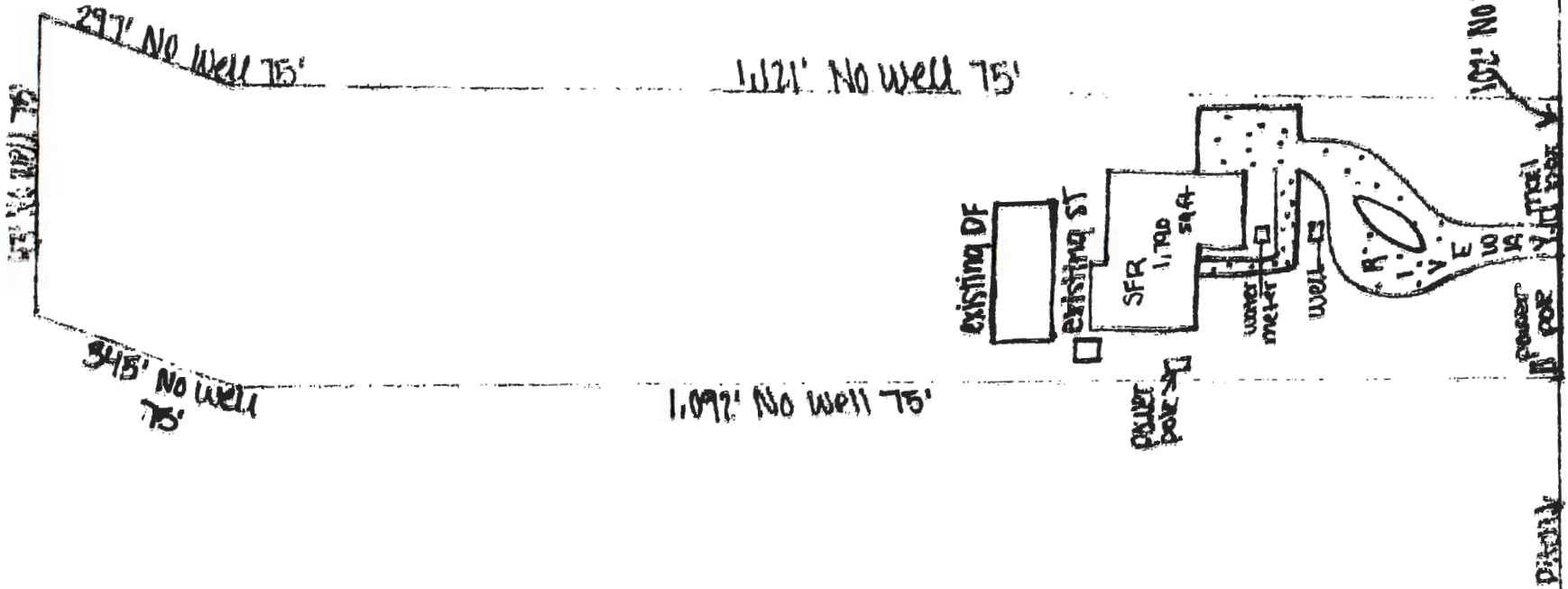


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EASEMENT AREA

A 10 X 10 area as measured from the center of the water meter at its current location located on the following described property:

Lot 2, Six Mile Subdivision, as recorded in Map Book 19, pages 100 and 101, of the public records of St. Johns County, Florida.



Co Rd 13



St. Johns County Board of County Commissioners

Utility Department

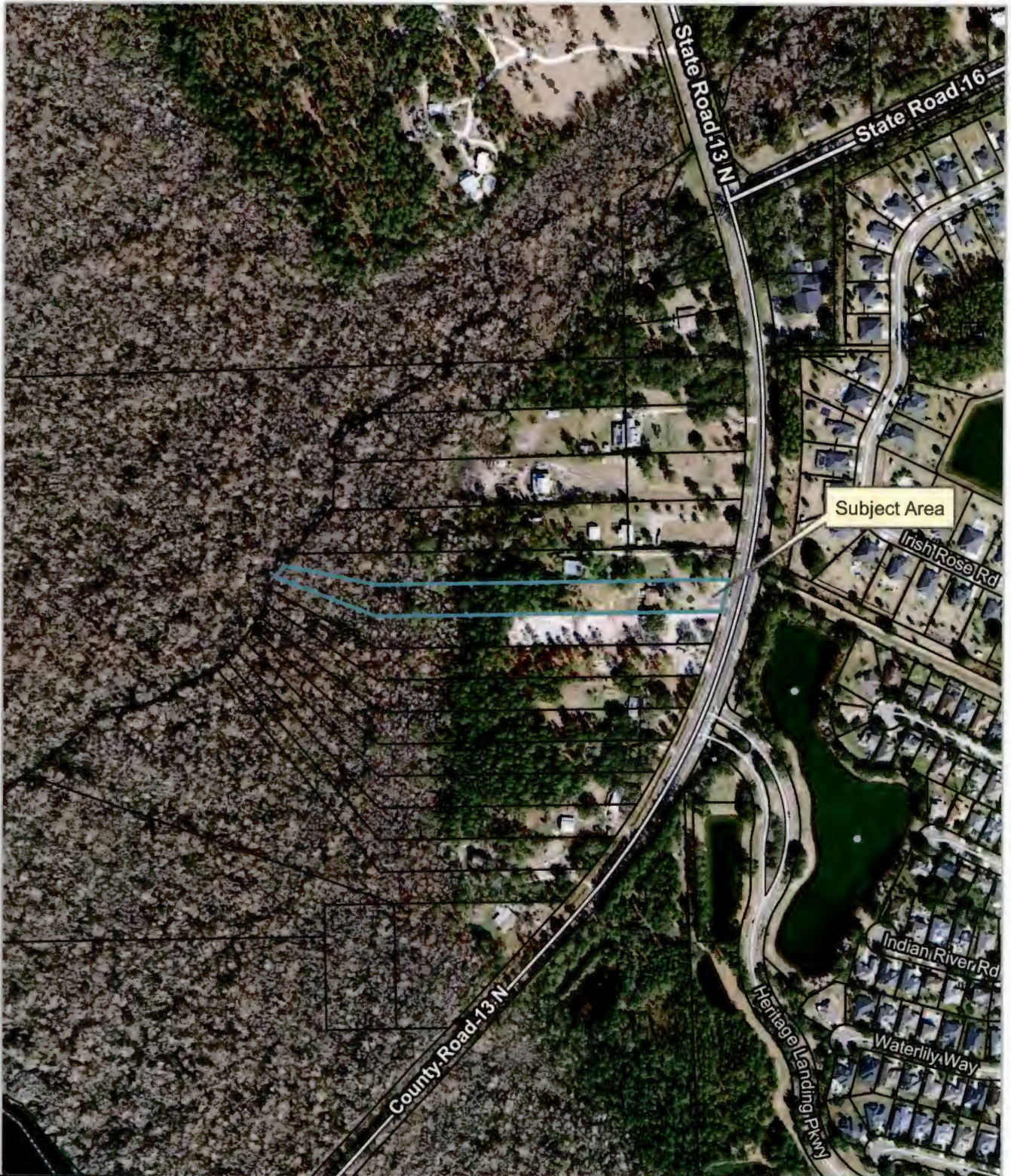
INTEROFFICE MEMORANDUM

TO: Debbie Taylor, Real Estate Manager
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: 7849 County Road 13 North – Water Meter Easement
DATE: May 18, 2022

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of 7849 County Road 13 North – Water Meter Easement.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.




 Aerial Photography 2021
 0 100 200 400
 Feet
 Date: 10/18/2022

Easements for Utilities

7849 N County Road 13

**Land Management
 Systems
 Real Estate
 Division**
 (904) 209-0782

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.

