

RESOLUTION NO. 2001- 138

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO LAKE SIENNA SUBDIVISION.

RECITALS

WHEREAS, Lake Sienna, L.L.P. has executed and presented to the County an Easements for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for water and sewer service to Lake Sienna Subdivision; and

WHEREAS, said Easement for Utilities has been reviewed and approved by the St. Johns County Utility Department as stated in Memorandum as hereto as Exhibit "B", incorporated by reference and made a part hereof; and

WHEREAS, acceptance of this easement better serves the health, safety and welfare of the citizens of St. Johns County.

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

1. The above Recitals are incorporated by reference and adopted as findings of fact.
2. The above mentioned Easement for Utilities is hereby accepted.
3. The Clerk is instructed to record the original Easement for Utilities in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 10th day of July, 2001.

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

By: Marc A. Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Atencia DeGrande
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 22nd day of MARCH, 2001, by LAKE SIENNA L.L.P., with an address of 5413 A1A South, St. Augustine, FL 32080-7111, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, PO Box 349, St Augustine, FL 32085-0349, hereinafter called "Grantee."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree 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, and remove pipes and mains constituting the underground water distribution system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water utility service (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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens, and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

a Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy:

- 1) the surface and air space over the Easement Area for any purpose which consistent with the rights herein granted to Grantee; and
- 2) 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 Water Lines and Associated Appurtenances 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 the 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 relocation the underground water 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. The Grantor shall retain ownership of the gravity sewer lines, sewer force mains and lift station, including the operation and maintenance of the entire system.

3. 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 Grantee's successor and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

4. 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 or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such 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. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

5. This Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

6. 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 seal to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Lake Sienna Limited Liability Partnership

Gregory R. Swain
GREGORY R. SWAIN
(Print Name)

Edward Farley
By: Edward Farley

Timothy C. Abbott
TIMOTHY C. ABBOTT
(Print Name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 22ND day of March, 2001, by EDWARD FARLEY, as General Partner of LAKE SIENNA L.L.P., on behalf of the LAKE SIENNA LIMITED LIABILITY PARTNERSHIP.

Timothy C. Abbott
TIMOTHY C. ABBOTT
(Print Name)



TIMOTHY C. ABBOTT
My Comm Exp. 4/13/2001
Bonded By Service Ins
No. CC638380
 Personally Known Other I.D.

Personally known
 Produced Identification

Type of Identification

NOTARY PUBLIC
State of Florida at Large
Commission # CC638380
My Commission Expires: 4/13/2001

EXHIBIT A

EASEMENT AREA

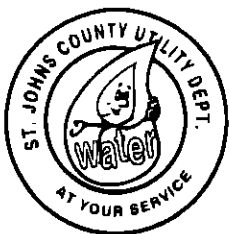
The Easement area granted by this document shall include all project roads and drives, all areas designated "utility easement area," all within the plat of Lake Sienna, recorded in Map Book 221, pages 151 through 152 of St. Johns County, Florida. The Easement Area shall not include the driveways to individual homes except for the part of such driveways within the areas designated "utility easement areas."

EXHIBIT B

No existing covenants, restrictions, easements, liens or encumbrances exist on the property at present.

ST. JOHNS COUNTY, FLORIDA

Board of County Commissioners



P.O. Box 3006

St. Augustine, Florida 32085-3006

Phone: (904) 471-2161 • Toll Free: 1-877-837-2311

Administrative Fax: (904) 461-7619

Billing Dept. Fax: (904) 461-3995

IOM

TO: Mary Ann Blount, Real Estate Manager
Laurie Braddock, Real Estate Officer

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities

DATE : April 27, 2001

SUBJECT: **"Easements for Utilities", Lake Sienna**

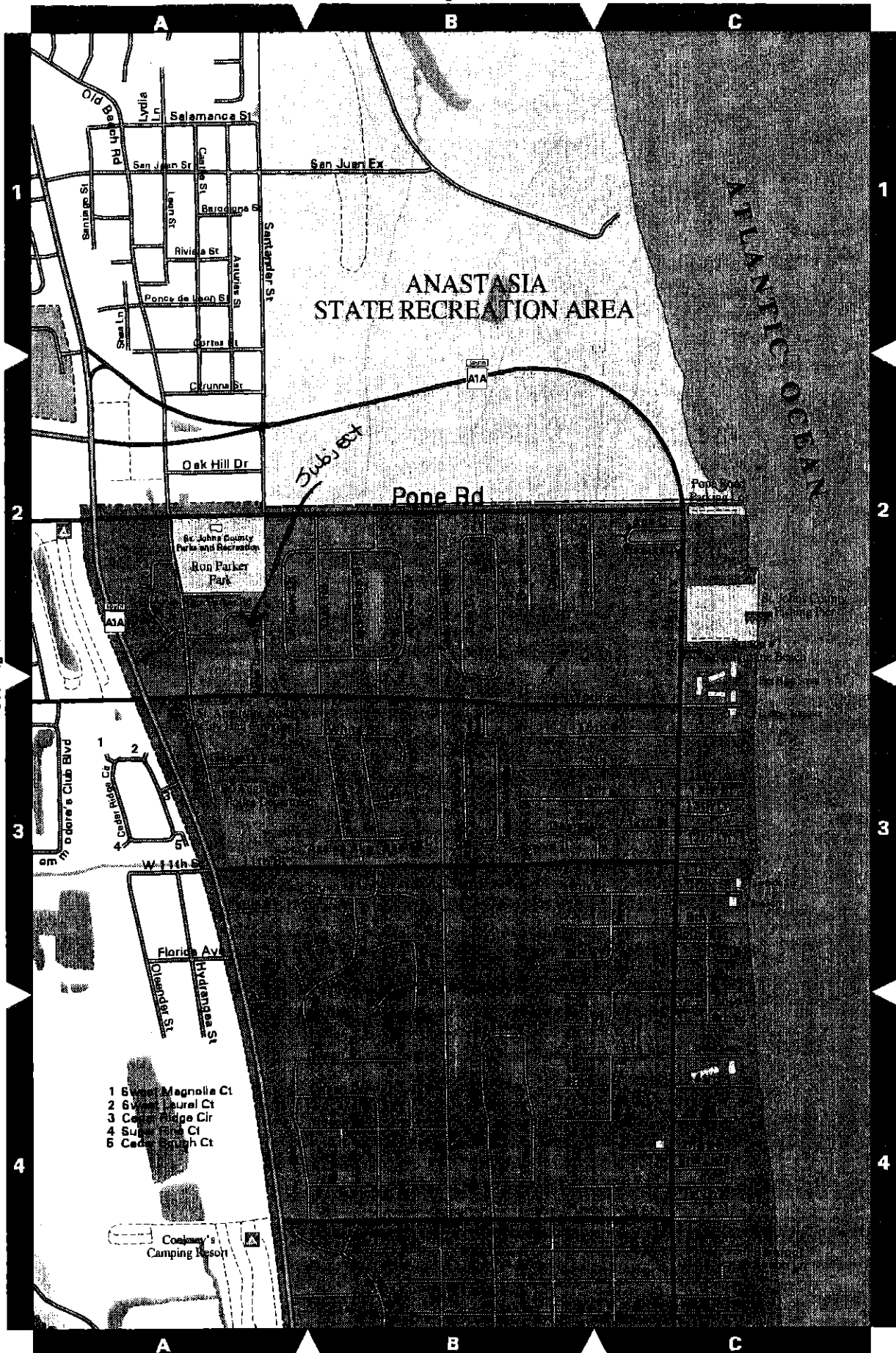
Please find attached "Easement for Utilities" for the above referenced development. The easement is for water and sewer mains and the construction has been completed in accordance with the St. Johns County Manual of Water and Wastewater Design Standards and Specifications.

The attached documents have been reviewed and approved by the St. Johns County Utility Department.

The Florida Department of Environmental Protection – Certification of Construction Completion Form was filed with the FDEP and the acceptance letter for placing the water/sewer systems in service have been received.

Location MAP

See Page 1108



See Page 1126