

RESOLUTION NO. 2001- 139

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

RECITALS

WHEREAS, CSC Investment Properties, Inc., a Florida 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 water and sewer service to Ocean Trace II Subdivision; and

WHEREAS, said Easement for Utilities has been reviewed and approved by the St. Johns County Utility Department as stated in Memorandum attached 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 Jacalone
Marc A. Jacalone, Chairman

ATTEST: Cheryl Strickland, Clerk

By: Patricia DeGrande
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14th day of February, 2001, by **CSC INVESTMENT PROPERTIES, INC., a Florida Corporation**, with an address of P. O. Box 798, Palatka, Florida, 32178-0798, hereinafter called "Grantor", to **ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida**, whose address is c/o Clerk of Courts, P. O. Drawer 349, St. Augustine, Florida, 32085, 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 confer 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 collection system, (including lift stations if applicable) 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 in #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 and sewer 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 (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.

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 practice 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. Grantee, by acceptance to 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. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. 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.

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, by Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other similar surface improvements. 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.

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

5. For the purpose of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any area 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:

Shelley Williams
_____, witness
April Cox
_____, witness

CSC INVESTMENT PROPERTIES, INC.

By: Carl R. Dennard

Carl R. Dennard, President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, CARL R. DENNARD, as President of CSC INVESTMENT PROPERTIES, INC., a Florida Corporation, who is personally known to me and well known to me to be the person described in and who executed the foregoing Bill of Sale, and he acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Palatka, County of Putnam, and State of Florida, this 14th day of February, 2001.

William E Dew

Notary Public



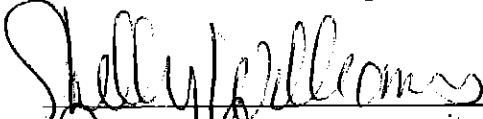
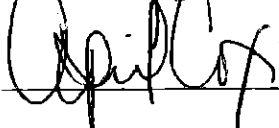
William E Dew
MY COMMISSION # CC698900 EXPIRES
December 27, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

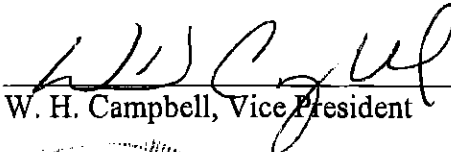
CONSENT AND JOINDER

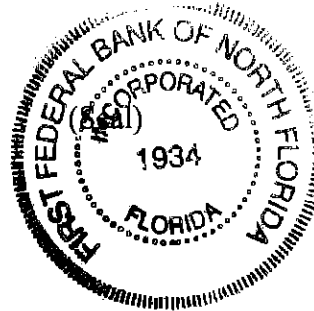
FIRST FEDERAL BANK OF NORTH FLORIDA, a banking association, as holder of that certain Mortgage and Security Agreement recorded in Official Records Books 1548, page 806, of the public records of St. Johns County, Florida, encumbering the real property described on the attached Exhibit A, has caused this instrument to be signed by its duly authorized officer solely in evidence of its consent and joinder in and to the easement.

Signed, Sealed and Delivered
in the presence of:

FIRST FEDERAL BANK OF NORTH
FLORIDA

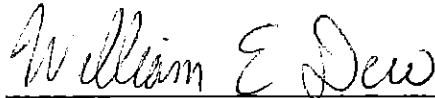

_____ witness

_____ witness


_____ W. H. Campbell, Vice President



STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this ____ day of February, 2001, by W. H. CAMPBELL, as Vice President of FIRST FEDERAL BANK OF NORTH FLORIDA f/k/a FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PUTNAM COUNTY, on behalf of the association, who is personally known to me and who executed the foregoing Consent and Joinder on behalf of said association freely and voluntarily for the purpose therein expressed.


_____ William E. Dew
Notary Public



William E. Dew
MY COMMISSION # CC698900 EXPIRES
December 27, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT A
EASEMENT AREA

The Easement area granted by this document shall include all project roads and drives and all areas designated "utility easement areas", all within the plat of OCEAN TRACE SUBDIVISION, PHASE II, recorded in Map Book 39, pages 71 & 72 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".

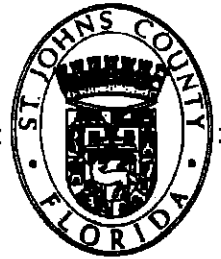
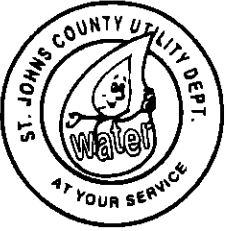
EXHIBIT "B"

1. Taxes and assessments for 2001 and subsequent years.
2. Mortgage from CSC Investment Properties Inc. to First Federal Bank of North Florida, recorded in OR book 1548 page 806, of the public records of St. Johns County, Florida.

Exhibit "B" to Resolution

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", Ocean Trace, Unit II**

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 1116



See Page 1124

See Page 1135

Page 1125

