

RESOLUTION NO. 2001-142

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO GRAND OAKS ESTATES.

RECITALS

WHEREAS, Donna M. Kelley 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 Grand Oaks Estates; and

WHEREAS, said easement has been reviewed and approved by the St. Johns County Utility Department as stated in Memorandum attached hereto as Exhibit "A", 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 approved.
3. The Clerk is instructed to record the 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 A. Grande
Deputy Clerk

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 5th day of February, 2001,
by Donna M. Kelley, Owner with an address of
3209 S. Ocean Trace Rd, St. Augustine, FL 32080 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 549, St. Augustine,
Florida 32088, 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, 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 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 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, teiegraph,
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. 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. 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, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or any 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

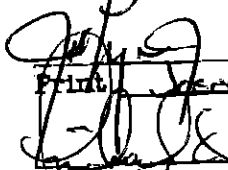
which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

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

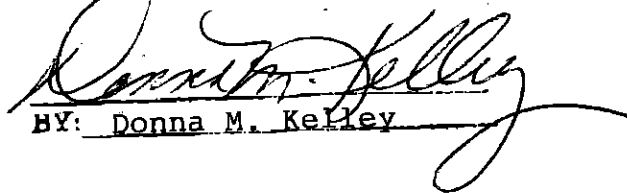
5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

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:

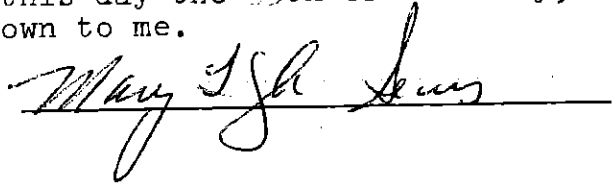

Print: MICHAEL A. PISCO

GRANTOR SIGNATURE BLOCK


BY: Donna M. Kelley

/s
STATE OF FLORIDA
COUNTY OF ST. JOHNS

Personally appeared before me this day the 25th of February, 2001 Donna M. Kelley, personally known to me.



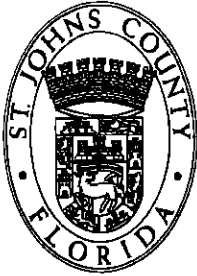


Mary L'Engle Sears
MY COMMISSION # CC799073 EXPIRES
December 23, 2002
BONDED THRU TROY PAIN INSURANCE, INC.

EXHIBIT A

EASEMENT AREA

The Easement Area granted by this document shall include all project roads and drives all areas designated "utility easement areas", all within the plat of **GRAND OAKS ESTATES**, recorded in Map Book 38, pages 9 through 11 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".



ST. JOHNS COUNTY
UTILITY DEPARTMENT
2175 Mizell Road
P.O. Drawer 3006
St. Augustine, Florida 32085-3006

I N T E R O F F I C E M E M O R A N D U M

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

FROM: Herbert A. Van Der Mark
Construction Manager of Utilities *[Signature]*

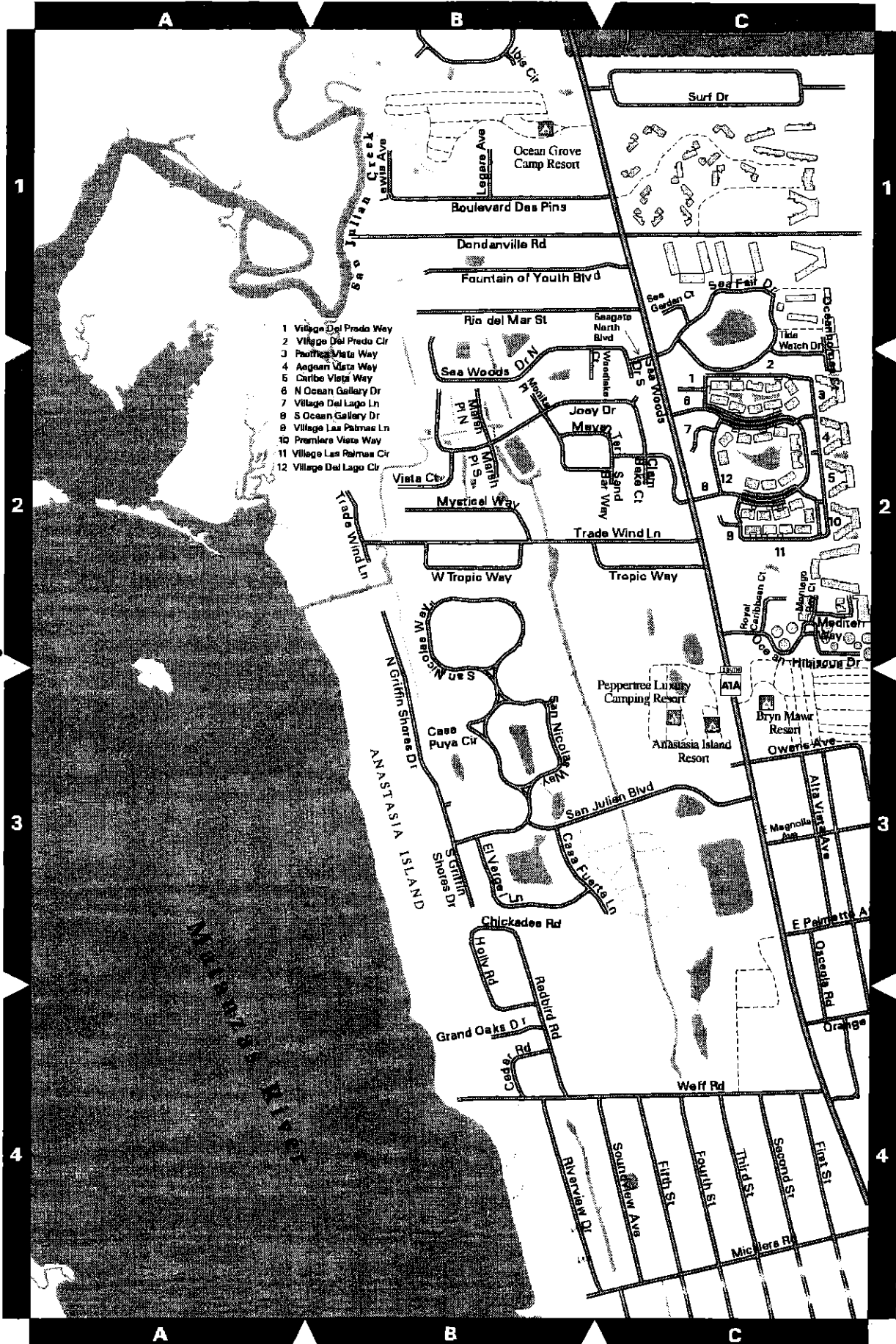
SUBJECT: "Easement for Utilities", Grand Oaks Estates

DATE: May 8, 2001

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.



- 1 Village Del Prado Way
- 2 Village Del Prado Cir
- 3 Pacific Vista Way
- 4 Aegean Vista Way
- 5 Caribe Vista Way
- 6 N Ocean Gallery Dr
- 7 Village Del Lago Ln
- 8 S Ocean Gallery Dr
- 9 Village Las Palmas Ln
- 10 Premiere Vista Way
- 11 Village Las Palmas Cir
- 12 Village Del Lago Cir

See Page 1134

See Page 1136