

RESOLUTION NO. 2001- 231

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR ACCESS TO AND MAINTENANCE OF A SEWER FORCE MAIN LOCATED ALONG THE SOUTH SIDE OF STATE ROAD NO. 312.

WHEREAS, Thompson Bros. Realty, Inc., has executed and presented to the County and easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for access to and maintenance of a sewer force main located along the South side of State Road No. 312; and

WHEREAS, acceptance of this easement is in the best interest of the public for purposes mentioned above.

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

1. The acceptance of the easement attached hereto is hereby approved.
2. The clerk is instructed to record the easement in the Official Records of St. Johns County, Florida.

PASSED AND ADOPTED this 4th day of December, 2001.

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

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

Rendition date: 12-06-01

ATTEST: Cheryl Strickland, Clerk

By: Patricia Grande
Deputy Clerk



Exhibit "A" to Resolution

EASEMENT FOR SEWER FORCE MAIN

THIS EASEMENT executed and given this 3rd day of December, 2001, by THOMPSON BROS. REALTY, INC. with an address of 93-A Orange Street, St. Augustine, Florida 32084, hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, Post Office 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 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 10" Sewer Force Main system, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground Sewer utility service (hereinafter referred to as "Utility Liens 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 Sewer utility services only and does not convey any right to install other utilities such as cable television service, telephone or electrical lines.

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.) The 10" Sewer Force Main 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 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 10" Sewer Force Main and facilitates 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.

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, including, restoration of sod, landscaping, planting, pavement, curbing or other surface improvements. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence, including, damage to any other utility or electric lines installed beneath the 10" Sewer Force Main.

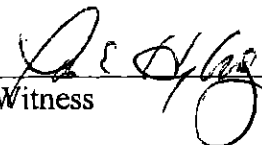
5. The Grant of Easement shall insure to the benefit of and be binding upon Grantee and its successors and assigns.

6. 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 part thereof.

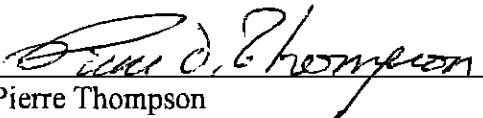
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

THOMPSON BROS. REALTY, INC.



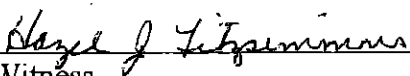
Witness

By: 

Pierre Thompson
Its President

Thomas E. Humprey

Printed Name of Witness



Witness

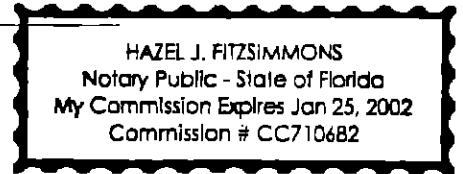
HAZEL J. FITZSIMMONS
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

BE IT KNOWN that on the 3rd day of December, A.D., 2001, before me, a Notary Public in and for the State of Florida at Large, duly commissioned and sworn, dwelling in the State of Florida and County of St. Johns, personally came and appeared Pierre Thompson, as President of Thompson Bros. Realty, Inc., who is known to me, or who has produced 15 Known as identification, and he acknowledged under oath the within to be his act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above written.

Hazel J. Fitzsimmons
Notary Public State of Florida
at Large



A 10 FOOT WIDE EASEMENT BEING A PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, AND ALSO BEING A PART OF THE 50 FOOT WIDE PARCEL THAT WAS FORMERLY A PORTION OF STATE ROAD 312 DEEDED TO THOMPSON BROTHERS REALTY, INC. IN DEED DATED OCTOBER 8, 2001, SAID EASEMENT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 01 DEGREES 22 MINUTES 52 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 1630.94 FEET TO THE FORMER SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 312 (FORMERLY A 250 FOOT WIDE RIGHT OF WAY AT THIS POINT); THENCE NORTH 60 DEGREES 01 MINUTES 34 SECONDS WEST, ALONG SAID FORMER RIGHT OF WAY LINE, 583.48 FEET; THENCE NORTH 50 DEGREES 01 MINUTES 26 SECONDS WEST 55.70 FEET; THENCE NORTH 39 DEGREES 55 MINUTES 18 SECONDS WEST 22.91 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; THENCE CONTINUE NORTH 39 DEGREES 55 MINUTES 18 SECONDS WEST 94.40 FEET TO THE CURRENT SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 312 (A 200 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 60 DEGREES 01 MINUTES 34 SECONDS EAST, ALONG SAID CURRENT RIGHT OF WAY LINE, 29.09 FEET; THENCE SOUTH 39 DEGREES 55 MINUTES 18 SECONDS EAST 63.43 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 22 SECONDS WEST 10.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 789 SQUARE FEET MORE OR LESS.

