

RESOLUTION NO. 2011- 104

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING SEVEN EASEMENTS FOR UTILITIES FOR WATER SERVICE TO MAGNOLIA POINT SUBDIVISION LOCATED OFF VAILL POINT ROAD.**

**RECITALS**

**WHEREAS**, seven property owners have executed and presented to the County Easements for Utilities, attached hereto as Exhibit "A through G", incorporated by reference and made a part hereof, for water service to Magnolia Point Subdivision located off Vaill Point Road; and

**WHEREAS**, the utility easements are needed from each property owner on either side of the private right-of-way of Magnolia Point Lane for continued maintenance of the water line; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the documents mentioned above, as stated in a memo attached hereto as Exhibit "H", incorporated by reference and made a part hereof; and

**WHEREAS**, 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.

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

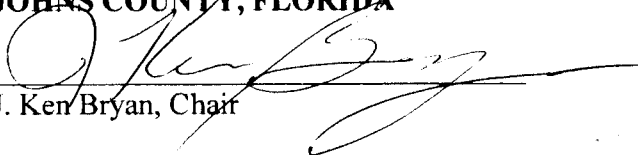
Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The above described Easements for Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. The Clerk of the Circuit Court is instructed to record the original seven Easements for Utilities in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of May, 2011.

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

By:   
J. Ken Bryan, Chair

**ATTEST:** Cheryl Strickland, Clerk

By:   
Deputy Clerk

**RENDITION DATE** 5/5/11

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 25 day of March, 2011, by **LOT OWNERS ON EITHER SIDE OF MAGNOLIA POINT LANE\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

Lynn & Nancy Midgett	3801 Magnolia Point Lane	St. Augustine FL 32086
Frank & Amy Morgan	3805 Magnolia Point Lane	St. Augustine FL 32086
Roger & Michelle Braddock	3809 Magnolia Point Lane	St. Augustine FL 32086
Tracy & Edward Rinnert Jr.	3813 Magnolia Point Lane	St. Augustine FL 32086
Richard & Kathryn Rousseau	3817 Magnolia Point Lane	St. Augustine FL 32086
Paul & Rebecca Dean	3816 Magnolia Point Lane	St. Augustine FL 32086
Dorothy L. Head	3808 Magnolia Point Lane	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Maurice DeBelle  
Witness

Paul J. Dean  
Paul J. Dean

Maurice DeBelle  
Print Name

H.A.K.  
Witness

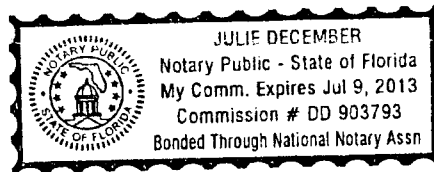
Rebecca D. Dean  
Rebecca D. Dean

Howard A. Kinter  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 25 day of March, 2011, by Paul J. Dean & Rebecca D. Dean who is personally known to me or has produced FL Drivers License as identification.

Julie D.  
Notary Public



**Exhibit "A" to Easement**

Magnolia Point Lane lying within the plat of Magnolia Point Subdivision as recorded in Map Book 27 Page 45-46 and Magnolia Point Replat Subdivision as recorded in Map Book 28 Page 9-10 all of the public records of St. Johns County, Florida.

Exhibit "B" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 4<sup>th</sup> day of April 2011, 2011, by **LOT OWNERS ON EITHER SIDE OF MAGNOLIA POINT LANE\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.



IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

Lynn & Nancy Midgett	3801 Magnolia Point Lane	St. Augustine FL 32086
Frank & Amy Morgan	3805 Magnolia Point Lane	St. Augustine FL 32086
Roger & Michelle Braddock	3809 Magnolia Point Lane	St. Augustine FL 32086
Tracy & Edward Rinnert Jr.	3813 Magnolia Point Lane	St. Augustine FL 32086
Richard & Kathryn Rousseau	3817 Magnolia Point Lane	St. Augustine FL 32086
Paul & Rebecca Dean	3816 Magnolia Point Lane	St. Augustine FL 32086
Dorothy L. Head	3808 Magnolia Point Lane	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Jessie Davis  
Witness Jessie Davis

Amy S. Morgan  
Amy S. Morgan

Amy S. Morgan  
Print Name

Jessie Davis  
Witness Jessie Davis

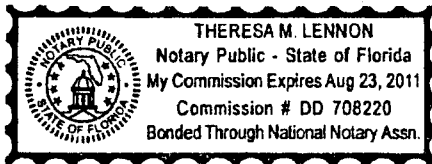
J. Frank Morgan  
J. Frank Morgan

J. Frank Morgan Jr.  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 4th day of April, 2011, by Amy Morgan and J. Frank Morgan JR. who is personally known to me or has produced Fla DILicensus as identification. 155. 2-14-11  
155. 3-12-09

[Signature]  
Notary Public



**Exhibit "A" to Easement**

Magnolia Point Lane lying within the plat of Magnolia Point Subdivision as recorded in Map Book 27 Page 45-46 and Magnolia Point Replat Subdivision as recorded in Map Book 28 Page 9-10 all of the public records of St. Johns County, Florida.

Exhibit "C" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 25 day of MARCH, 2011, by **LOT OWNERS ON EITHER SIDE OF MAGNOLIA POINT LANE\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

Lynn & Nancy Midgett	3801 Magnolia Point Lane	St. Augustine FL 32086
Frank & Amy Morgan	3805 Magnolia Point Lane	St. Augustine FL 32086
Roger & Michelle Braddock	3809 Magnolia Point Lane	St. Augustine FL 32086
Tracy & Edward Rinnert Jr.	3813 Magnolia Point Lane	St. Augustine FL 32086
Richard & Kathryn Rousseau	3817 Magnolia Point Lane	St. Augustine FL 32086
Paul & Rebecca Dean	3816 Magnolia Point Lane	St. Augustine FL 32086
Dorothy L. Head	3808 Magnolia Point Lane	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

[Signature]  
Witness

[Signature]  
Edward A. Rinnert Jr.

Issac W. Wisniewski  
Print Name

[Signature]  
Witness

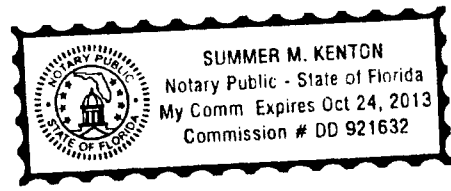
[Signature]  
Tracy L. Rinnert

Lynn Schneider  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 25 day of March, 2011, by Edward & Tracy Rinnert who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public



**Exhibit "A" to Easement**

Magnolia Point Lane lying within the plat of Magnolia Point Subdivision as recorded in Map Book 27 Page 45-46 and Magnolia Point Replat Subdivision as recorded in Map Book 28 Page 9-10 all of the public records of St. Johns County, Florida.



Exhibit "D" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 23 day of March, 2011, by **LOT OWNERS ON EITHER SIDE OF MAGNOLIA POINT LANE\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

Lynn & Nancy Midgett	3801 Magnolia Point Lane	St. Augustine FL 32086
Frank & Amy Morgan	3805 Magnolia Point Lane	St. Augustine FL 32086
Roger & Michelle Braddock	3809 Magnolia Point Lane	St. Augustine FL 32086
Tracy & Edward Rinnert Jr.	3813 Magnolia Point Lane	St. Augustine FL 32086
Richard & Kathryn Rousseau	3817 Magnolia Point Lane	St. Augustine FL 32086
Paul & Rebecca Dean	3816 Magnolia Point Lane	St. Augustine FL 32086
Dorothy L. Head	3808 Magnolia Point Lane	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Witness

LYNN R. MIDGETT

Print Name

Witness

NANCY A. MIDGETT

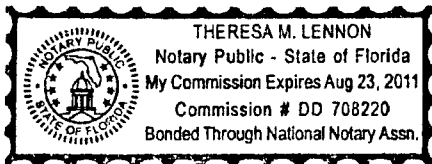
Print Name

LYNN R. MIDGETT  
Lynn R. Midgett

Nancy A. Midgett  
Nancy A. Midgett

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 23 day of March, 2011, by Lynn and Nancy Midgett who is personally known to me or has produced Fla O/L. Iss. 8-7-09 as identification. Fla O/L. Iss. 5-20-05



Theresa M. Lennon  
Notary Public

**Exhibit "A" to Easement**

Magnolia Point Lane lying within the plat of Magnolia Point Subdivision as recorded in Map Book 27 Page 45-46 and Magnolia Point Replat Subdivision as recorded in Map Book 28 Page 9-10 all of the public records of St. Johns County, Florida.

Exhibit "E" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 15<sup>TH</sup> day of MARCH, 2011, by **LOT OWNERS ON EITHER SIDE OF MAGNOLIA POINT LANE\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

Lynn & Nancy Midgett	3801 Magnolia Point Lane	St. Augustine FL 32086
Frank & Amy Morgan	3805 Magnolia Point Lane	St. Augustine FL 32086
Roger & Michelle Braddock	3809 Magnolia Point Lane	St. Augustine FL 32086
Tracy & Edward Rinnert Jr.	3813 Magnolia Point Lane	St. Augustine FL 32086
Richard & Kathryn Rousseau	3817 Magnolia Point Lane	St. Augustine FL 32086
Paul & Rebecca Dean	3816 Magnolia Point Lane	St. Augustine FL 32086
Dorothy L. Head	3808 Magnolia Point Lane	St. Augustine FL 32086



Signed, sealed and delivered  
In the presence of:

Margaret Rodriguez  
Witness

Margaret Rodriguez  
Print Name

Margaret Rodriguez  
Witness

Margaret Rodriguez  
Print Name

Roger A. Braddock  
Roger A. Braddock

Michelle M. Braddock  
Michelle M. Braddock

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of March, 2011, by Roger and Michelle Braddock who is personally known to me or has produced Fl. Drivers License as identification.



Keri C. Holstein  
Notary Public

**Exhibit "A" to Easement**

Magnolia Point Lane lying within the plat of Magnolia Point Subdivision as recorded in Map Book 27 Page 45-46 and Magnolia Point Replat Subdivision as recorded in Map Book 28 Page 9-10 all of the public records of St. Johns County, Florida.

Exhibit "F" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 28 day of February, 2011, by **LOT OWNERS ON EITHER SIDE OF MAGNOLIA POINT LANE\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

Lynn & Nancy Midgett	3801 Magnolia Point Lane	St. Augustine FL 32086
Frank & Amy Morgan	3805 Magnolia Point Lane	St. Augustine FL 32086
Roger & Michelle Braddock	3809 Magnolia Point Lane	St. Augustine FL 32086
Tracy & Edward Rinnert Jr.	3813 Magnolia Point Lane	St. Augustine FL 32086
Richard & Kathryn Rousseau	3817 Magnolia Point Lane	St. Augustine FL 32086
Paul & Rebecca Dean	3816 Magnolia Point Lane	St. Augustine FL 32086
Dorothy L. Head	3808 Magnolia Point Lane	St. Augustine FL 32086

Signed, sealed and delivered

In the presence of:

[Signature]

Witness

Shari Lawlor

Print Name

[Signature]

Witness

Christina Hutchins

Print Name

[Signature]

Richard M. Rousseau

FLR 200-75-337-141-0

[Signature]

T. Kathryn Rousseau

FLR 200-828-42-799-0

State of Florida

County of St. Johns

The foregoing instrument was acknowledged before me this 28 day of February, 2011, by Thelma Rousseau & Richard Rousseau who is personally known to me or has produced Drivers License as identification.

[Signature]  
Notary Public



**Exhibit "A" to Easement**

Magnolia Point Lane lying within the plat of Magnolia Point Subdivision as recorded in Map Book 27 Page 45-46 and Magnolia Point Replat Subdivision as recorded in Map Book 28 Page 9-10 all of the public records of St. Johns County, Florida.

Exhibit "G" to Resolution

Prepared by:  
St. Johns County Land Management Systems  
500 San Sebastian View  
St. Augustine, FL 32084

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 17 day of February, 2011, by **LOT OWNERS ON EITHER SIDE OF MAGNOLIA POINT LANE\***, hereinafter called "Grantors" to **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine FL 32084, 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, Grantors agree as follows:

1. Grantors do 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 all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water 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 to access 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.

**TO HAVE AND TO HOLD**, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantors have lawfully seized of said land in fee simple and thereby have the authority to grant said easement.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantors 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 Grantors, 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 Grantors bear the cost of relocating the underground water lines and facilities located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantors 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 Grantors.

(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 Grantors.

2. WATER SYSTEM - 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 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, "Grantors" means the owners from time to time of the Easement Area or any part thereof.

IN WITNESS WHEREOF, Grantors have 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.

**GRANTOR LIST:\***

Lynn & Nancy Midgett	3801 Magnolia Point Lane	St. Augustine FL 32086
Frank & Amy Morgan	3805 Magnolia Point Lane	St. Augustine FL 32086
Roger & Michelle Braddock	3809 Magnolia Point Lane	St. Augustine FL 32086
Tracy & Edward Rinnert Jr.	3813 Magnolia Point Lane	St. Augustine FL 32086
Richard & Kathryn Rousseau	3817 Magnolia Point Lane	St. Augustine FL 32086
Paul & Rebecca Dean	3816 Magnolia Point Lane	St. Augustine FL 32086
Dorothy L. Head	3808 Magnolia Point Lane	St. Augustine FL 32086

Signed, sealed and delivered  
In the presence of:

Deborah A. Clements  
Witness

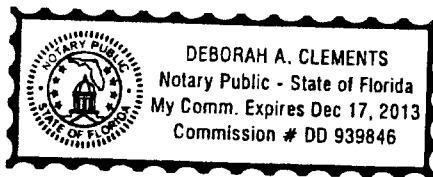
Dorothy L. Head  
Dorothy L. Head

DEBORAH A. CLEMENTS  
Print Name

Jeannette Rene Hart  
Witness  
Jeannette Rene Hart  
Print Name

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 17 day of  
February, 2011, by Dorothy L. Head  
who is personally known to me or has produced \_\_\_\_\_ as  
identification.



Deborah A. Clements  
Notary Public

**Exhibit "A" to Easement**

Magnolia Point Lane lying within the plat of Magnolia Point Subdivision as recorded in Map Book 27 Page 45-46 and Magnolia Point Replat Subdivision as recorded in Map Book 28 Page 9-10 all of the public records of St. Johns County, Florida.



Exhibit "H" to Resolution

**St. Johns County Board of County Commissioners**

Utility Department

---

---

**INTEROFFICE MEMORANDUM**

---

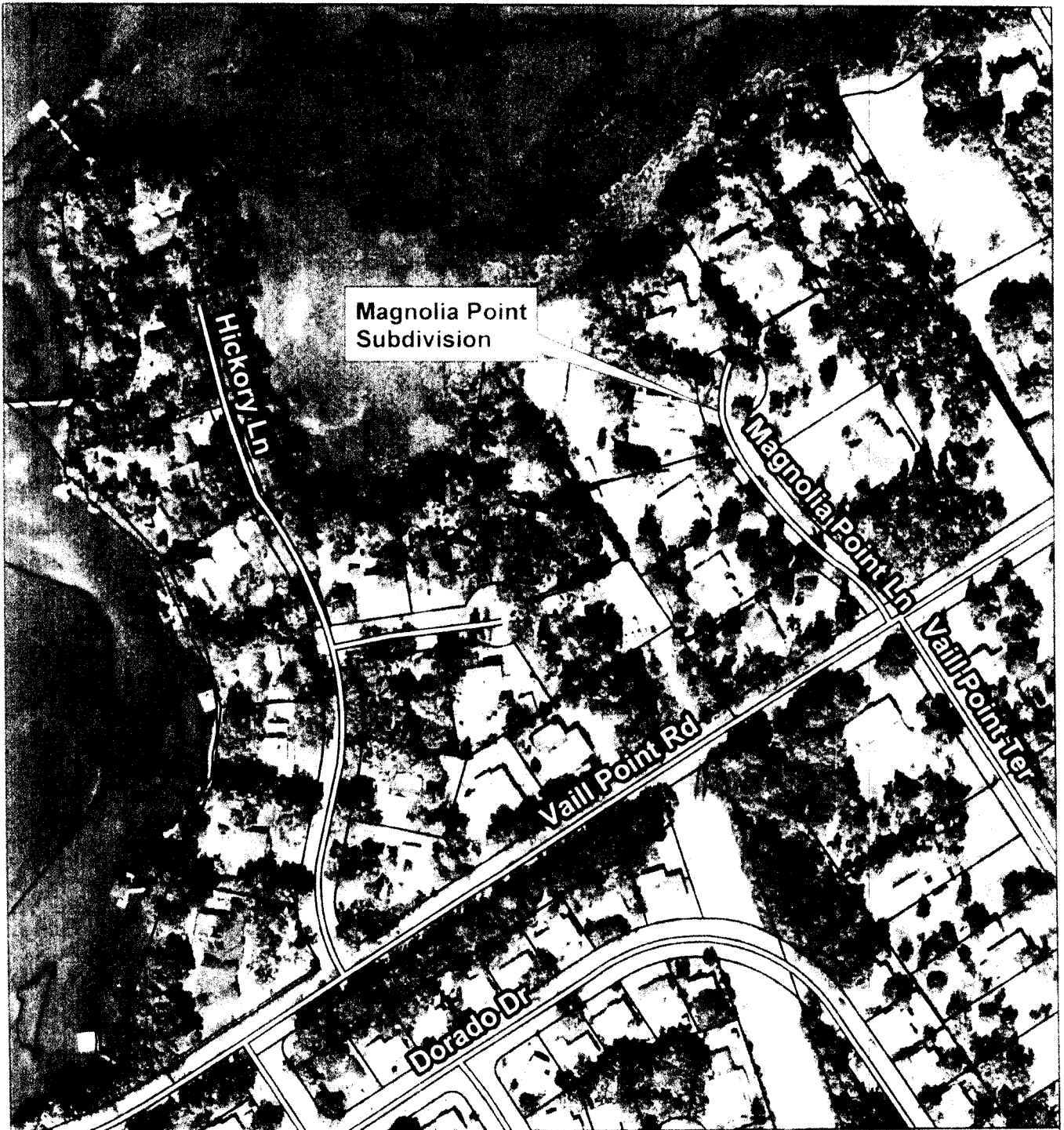
---

TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Karri Thomas, Asset Management Tech  
SUBJECT: Magnolia Point  
DATE: April 12, 2011

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Magnolia Point.

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

Your support and cooperation as always are greatly appreciated.



Magnolia Point Subdivision

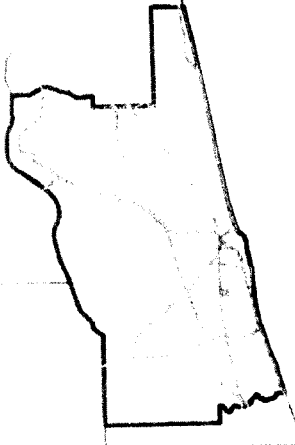
Hickory Ln

Magnolia Point Ln

Vaill Point Rd

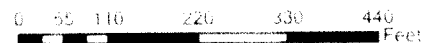
Dorado Dr

Vaill Point Ter



### Magnolia Point Subdivision

### Easement for Utilities



St. Johns County  
Land Mgmt Systems  
Real Estate Division



Map Prepared  
April 12, 2011  
(904) 209-0788

**DISCLAIMER**  
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy.