

RESOLUTION NO. 2014- 183

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SERVE FOXHILL ESTATES – UNIT ONE SUBDIVISION LOCATED OFF ROLLING HILLS DRIVE.

RECITALS

WHEREAS, Allen C. Scott, last known sole surviving officer of Alscott Enterprises, a dissolved 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 serve Foxhill Estates – Unit One Subdivision; and

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

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 Easement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

Section 3. The Clerk of the Circuit Court is instructed to record the original Easement for Utilities in the public records of St. Johns County, Florida.

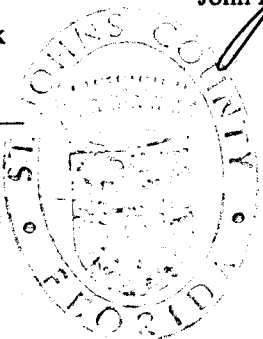
Section 4. To the extent that there are scrivener, typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners this 15th day of July, 2014.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk
By: [Signature]
Deputy Clerk



RENDITION DATE 7/17/14

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 15th day of JUNE, 2014, by **ALLEN C. SCOTT**, last known sole surviving officer of **ALSCOT ENTERPRISES, INC.**, a dissolved Florida corporation, whose address is 99 Orange Street, St. Augustine, Florida 32084, hereinafter called "Grantor" to **ST. JOHNS COUNTY**, 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, Grantor agrees 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 force mains 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 to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer 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 Grantor has the authority to grant said easement by virtue of the plat dedication recorded in Map Book 15, page 67, of the public records of St. Johns County, Florida, as to the rights-of-way herein granted.

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) 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. (a) **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's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

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. Grantee shall also 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, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

a. Grantee shall hold Grantor and its assigns harmless from and all liability, injuries, death or damages arising out of or resulting from Grantee's use of the Easement Area and/or the construction or maintenance of any improvements therein, to the extent permitted by law.

b. In connection with any litigation arising out of this Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

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, "Grantor" means the owner(s) 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:

✓ Janet Scott
Witness
✓ JANET J. SCOTT
Print Name

✓ Laurie Ford
Witness
✓ Laurie Ford
Print Name

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 13th day of June, 2014, by Allen C. Scott, who is personally known to me or has produced _____ as identification.

"GRANTOR"

By: Allen C. Scott
ALLEN C. SCOTT, last known
surviving officer of ALSCOT
ENTERPRISES, a dissolved Florida
corporation

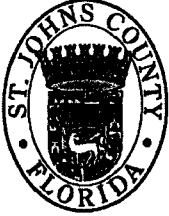
Laurie Ford
Notary Public



Exhibit "A" to Easement

EASEMENT AREA

The Easement Area granted by this document shall include all rights-of-way as shown on the plat, which includes Twin Fox Trail, Blueberry Place, Sunflower Place, Blazing Star Place and Goldenrod Place, all within the plat of Foxhill Estates – Unit One, as recorded Map Book 15, pages 67 and 68, of the public records 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 Board of County Commissioners

Utility Department

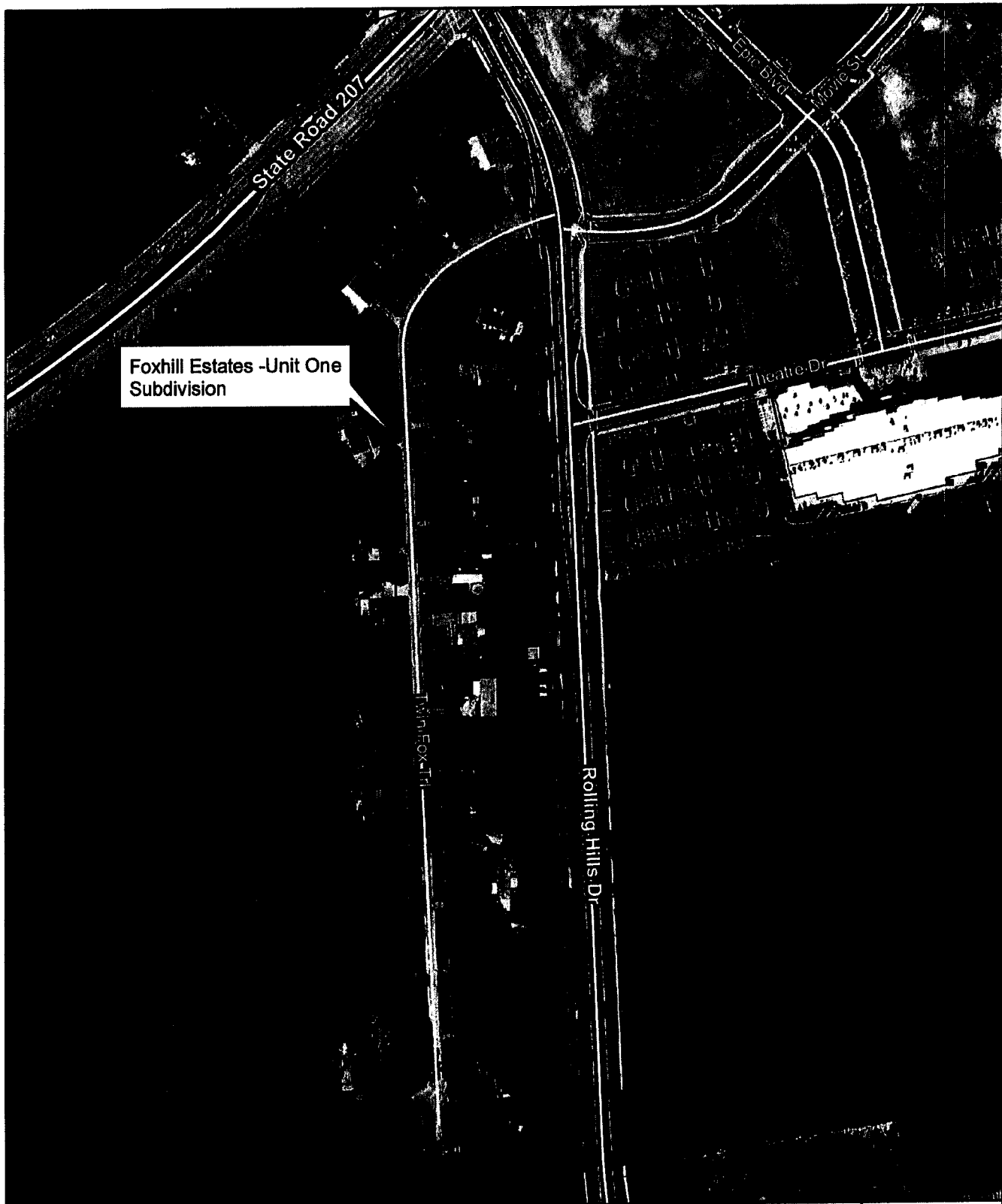
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Foxhill Estates
DATE: June 17, 2014

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

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

Your support and cooperation as always are greatly appreciated.



Foxhill Estates -Unit One Subdivision



2013 Aerial Imagery

0 100 200

Feet
May 7, 2014

Foxhill Estates - Unit One Subdivision

Easement for Utilities

Land Management
Systems
Real Estate
Division
(904) 209-0790

Disclaimer:
This map is for reference use only.
Data provided are derived from multiple
sources with varying levels of accuracy.
The St. Johns County Real Estate
Division disclaims all responsibility
for the accuracy or completeness
of the data shown hereon.

