

RESOLUTION NO. 2016- 183

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO (2) EASEMENTS FOR UTILITIES FOR AN EXISTING WATER LINE OFF OAK HILL DRIVE.

RECITALS

WHEREAS, the property owners of Oak Hill Drive have executed and presented to the County two (2) Easements for Utilities, attached hereto as Exhibit "A" and Exhibit "B," incorporated by reference and made a part hereof, for an existing water line along the road; and

WHEREAS, the easements are needed to allow the Utility Department access in the event of a maintenance issue or the need to replace 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 "C," 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 Easements for Utilities attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

Section 3. 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.

Section 4. The Clerk of the Circuit Court is instructed to record the two (2) Easements for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of June, 2016.

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

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 6/23/16

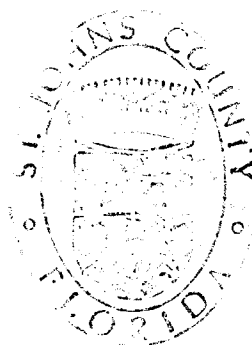


EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2016 by **ALFONSO M. SOLANA AND NORMA GAY SOLANA**, husband and wife, with an address of 1405 Oak Hill Drive, St. Augustine Florida 32080, hereinafter called "Grantor" 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, 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 meters 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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 Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

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 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 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. Grantee shall be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are damaged or required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment.

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 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:

Joyce Alley
Witness Signature

Joyce A. Toucy
Print Name

Sheri Lewis
Witness Signature

Sheri Lewis
Print Name

Alfonso M. Solana
Alfonso M. Solana

Norma Gay Solana
Norma Gay Solana

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 12th day of May, 2016, by Alfonso M. Solana and Norma Gay Solana who have produced their drivers' license as identification.

Sheri Lewis
Notary Public



SHERI LEWIS
MY COMMISSION # FF 927581
EXPIRES: October 14, 2019
Bonded Thru Budget Notary Services

EXHIBIT "A"

EASEMENT AREA

A STRIP OF LAND 20 FEET IN WIDTH IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS FLORIDA, BEING PART OF THAT LAND DESCRIBED IN DEED BOOK 196, PAGE 260, PUBLIC RECORDS OF SAID COUNTY AND BEING MORE FULLY DESCRIBED AS FOLLOWS: THAT PART OF THE NORTH 20 FEET OF THE SOUTH 392.60 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28 LYING WEST OF THE WEST LINE OF SANTANDER (A 40 FOOT WIDTH STREET) AND EAST OF THE EAST LINE OF OLD BEACH ROAD.

EXHIBIT "B" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 17th day of May, 2016 by **TERRELL FRANCIS SOLANA AND KAREN SOLANA**, husband and wife, with an address of Post Office Box 96, Blue Ridge, GA 30513, hereinafter called "Grantor" 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, 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 meters 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. 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 Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

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 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 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.

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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 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:

Julie Deal
Witness Signature

Julie Deal
Print Name

Mara Couch
Witness Signature

Mara Couch
Print Name

Terrell Francis Solana
Terrell Francis Solana

Karen Solana
Karen Solana

STATE OF Georgia
COUNTY OF Fannin

The foregoing instrument was acknowledged before me this 17th day of May, 2016, by Terrell Francis Solana and Karen Solana who are personally known to me or have produced GA Driver's License as identification.

Rich W Hughes
Notary Public
expiration of Comm. 01-10-17



EXHIBIT "A"

EASEMENT AREA

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St. Johns County Board of County Commissioners

Utility Department

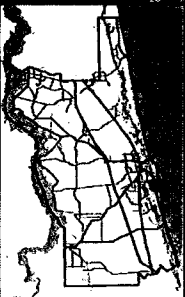
INTEROFFICE MEMORANDUM


TO: Sheri Lewis, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Oak Hill Drive
DATE: May 20, 2016

Please present the two(s) Easements to the Board of County Commissioners (BCC) for final approval and acceptance of Oak Hill Drive.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and a copy of the recorded Easements for our files.

Your support and cooperation as always are greatly appreciated.




 2013 Aerial Imagery
 0 100 200
 Feet
 May 20, 2016

Easement for Utilities

Oak Hill Drive

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0764

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.

