

RESOLUTION NO. 2016- 25

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR AN EXISTING WATER LINE OFF PALMERA DRIVE EAST IN PONTE VEDRA.

RECITALS

WHEREAS, a property owner 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 an existing water line behind residences off Palmera Drive East. This easement represents the fourth of five easements needed; and

WHEREAS, the easements are needed to allow the Utility Department access to the properties 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 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. 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.

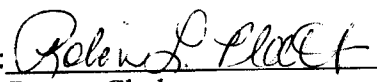
Section 4. The Clerk of the Circuit Court is instructed to record the Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 2nd day of February, 2016.

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

By: 
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk

By: 
Deputy Clerk

RENDITION DATE 2/4/2016

Exhibit "A" 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 7th day of December, 2015, by **KEY PROPERTY PORTFOLIO I LLC**, a Georgia limited liability company, with an address of 1090 Northchase Parkway Southeast, Suite 300, Marietta Georgia 30067, 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 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. 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. 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 (collectively, the "Easement Work Activities") as to which easement rights are granted under this agreement, Grantee shall promptly refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such Easement Work Activities, and Grantee shall take reasonable steps upon completion of the Easement Work Activities to restore the Easement Area, and any other portions of Grantor's property affected by Grantee's Easement Work Activities, to their respective condition immediately preceding the Easement Work Activities. Such duty of Grantee to restore the Easement Area and other areas of Grantor's property shall include, but not be limited to, the restoration of sod, landscaping, planting, pavement or other surface improvements (the "Landscaping Restoration") which were required to be removed or altered in connection with Grantee's Easement Work Activities; provided, however, Grantee's duty to provide Landscaping Restoration shall be limited to the extent practicable, and shall in no event exceed, on any single occasion, an amount in excess of \$500.00 except with Grantee's prior written approval. Grantee, to the extent permissible

under applicable law, shall be responsible for damages to Grantor's improvements caused by Grantee's negligent acts or omissions.

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 under seal as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Brittney Dandridge
Witness

Brittney Dandridge
Print Name

Jimmy V
Witness

Hasiyna Vizcaranda
Print Name

KEY PROPERTY PORTFOLIO I, LLC

By: [Signature] (Seal)

Its: Manager

State of Georgia
County of Cobb

The foregoing instrument was acknowledged before me this 7th day of December, 2015, by Jeffrey Brock, who is personally known to me.

Bruce Douglas

Bruce A. Douglas
Notary Public

Commission Expires: September 2, 2018

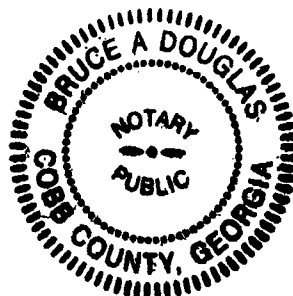


Exhibit "A" to Easement

THE WEST 7.5 FEET OF LOT 11 BLOCK 2 INNLET BEACH UNIT 4 AS RECORDED IN
MAP BOOK 12 PAGES 73-75 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY,
FLORIDA.



St. Johns County Board of County Commissioners

Utility Department

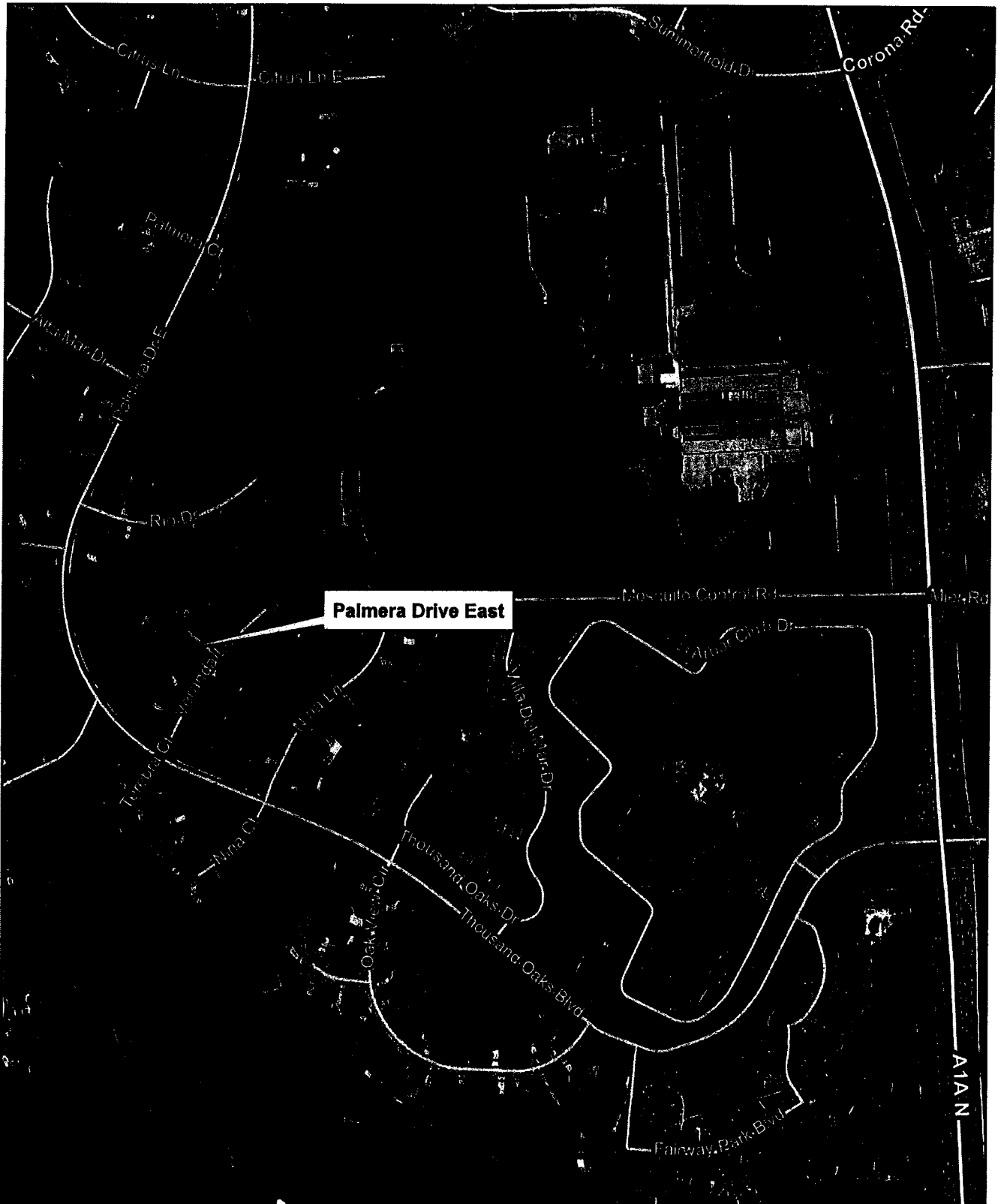
INTEROFFICE MEMORANDUM

TO: Nanette Bradbury, Real Estate Coordinator
FROM: Karri Thomas, Asset Management Tech
SUBJECT: Palmera Drive
DATE: December 28, 2015

Please present the Easement to the Board of County Commissioners (BCC) for approval and acceptance of the third of five easements needed off Palmera Drive East.


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

Your support and cooperation as always are greatly appreciated.



Palmera Drive East




 2013 Aerial Imagery
 0 100 200
 Feet
 December 28, 2015

Easement for Utilities
Palmera Drive East

Land Management
 Systems
 Real Estate
 Division
 (904) 209-0762
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 herein.

