

RESOLUTION NO. 2017- 15

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES TO PROVIDE WATER AND SEWER SERVICE TO SUMMER ISLAND LOCATED OFF A1A SOUTH AND ACCEPTING A BILL OF SALE CONVEYING ALL PERSONAL PROPERTY ASSOCIATED WITH THE WATER AND SEWER SYSTEM.**

**RECITALS**

**WHEREAS**, Summer Island Homeowners Association, Inc., has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, to provide water and sewer service within Summer Island subdivision located off A1A South; and

**WHEREAS**, Summer Island Homeowners Association, Inc., also executed a Bill of Sale conveying all personal property associated with the water and sewer system, attached hereto as Exhibit "B", incorporated by reference and made a part hereof; 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 Easement for Utilities and Bill of Sale and Schedule of Values 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 original Easement for Utilities and file the Bill of Sale in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17<sup>th</sup> day of January, 2017.

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

By: \_\_\_\_\_  
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk

*Pam Halterman*  
Deputy Clerk

RENDITION DATE 1/20/17



FOR WATER & WASTEWATER

EXHIBIT "A" TO RESOLUTION

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 20 day of MAY, 2002, by <sup>SUMMER ISLAND</sup> ~~HOMEOWNERS ASS'N.~~ (owner) \_\_\_\_\_, with an address of 9166 August Circle (owner address) St. Augustine, FL 32088 hereinafter called "Grantor," to ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is c/o Clerk of Courts, P. O. Drawer 349, St. Augustine, Florida 32088, 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 water distribution system and sewer collection system, (including lift stations if applicable) 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 on and over the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record, including but not limited to those set forth on Exhibit "B" attached hereto;

(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. Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole", but shall not include a responsibility for maintenance of sewer service laterals. The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals. 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 any other surface improvements or structures. Grantor or Grantor's successors and assigns shall be solely responsible for replacement of any such 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. Nothing in this section shall, however, relieve Grantee of liability for damage caused to improvements by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit 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:

Valerie Noe  
Print: VALERIE NOE

John C. Kree  
Print: JOHN C. KREE

GRANTOR SIGNATURE BLOCK,  
Summer Island Homeowners ASSOC.

Richard L. Lobbe  
BY: Richard L. Lobbe

STATE OF FLORIDA }  
COUNTY OF ST. JOHNS }SS

The foregoing instrument was acknowledged before me this 20 day of MAY, 2007, 1999 by Richard L. Labbe, as Treasurer of Summer Island HOA, on behalf of the \_\_\_\_\_

Virginia R. Matlock  
(Print Name Virginia R. Matlock)  
NOTARY PUBLIC  
State of FL at Large  
Commission # \_\_\_\_\_

My Commission Expires:  
Personally known X  
or Produced I.D. \_\_\_\_\_



Virginia R. Matlock  
Commission # DD 046153  
Expires Sep. 10, 2005  
Bonded Thru  
Atlantic Bonding Co, Inc.

[check one of the above]  
Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT A**

**EASEMENT AREA**

The Easement Area granted by this document shall include all project roads and drives all areas designated "utility easement areas", all within the plat of Summer Island, recorded in Map Book 22, pages 87 through 90 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".

# BILL OF SALE

Dated May 31, 2002

Summer Island Homeowners Association, Inc., referred to as "SELLER", sells, bargains and conveys all of SELLER'S right, title and interest in the Sewage Lift Station located on June Lane of Summer Island Subdivision, St. Johns County, Florida. The Lift Station includes all attached electrical connections, water and sewer pipes as part of the operation of the Lift Station.

To St. Johns County, Florida referred to as "BUYER."

SELLER acknowledges receipt of a total of \$10.00 and other valuable consideration from St. Johns County, Florida, BUYER, in full payment of the purchase price of the goods conveyed hereby.

SELLER warrants that there are no liens or encumbrances on the goods sold and that SELLER'S title to the goods is clear and merchantable. SELLER shall defend BUYER from any adverse claims to SELLER'S title to goods sold.

The parties agree to the terms and conditions stated herein:


Witness John C. Cree Summer Island Homeowners Association, Inc.  
 By: Richard L. Labbe  
 Witness Dee A. Brown Richard Labbe, Treasurer

State of Florida, County of St. Johns

Before me personally appeared Richard Labbe, personally known to me to be the individual described in and who executed the foregoing instrument and acknowledged to and before me that he executed same for the purpose herein expressed.

Witness my hand and seal this May 31 day of 3/57, 2002 at St. Johns County and State aforesaid.

*Virginia R. Matlock*



Virginia R. Matlock  
 Commission # DD 046153  
 Expires Sep. 10, 2005  
 Bonded Thru  
 Atlantic Bonding Co., Inc.





EXHIBIT "C" TO RESOLUTION

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

Utility Department

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INTEROFFICE MEMORANDUM

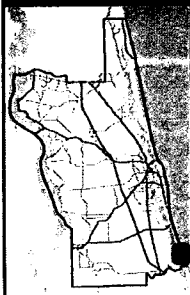
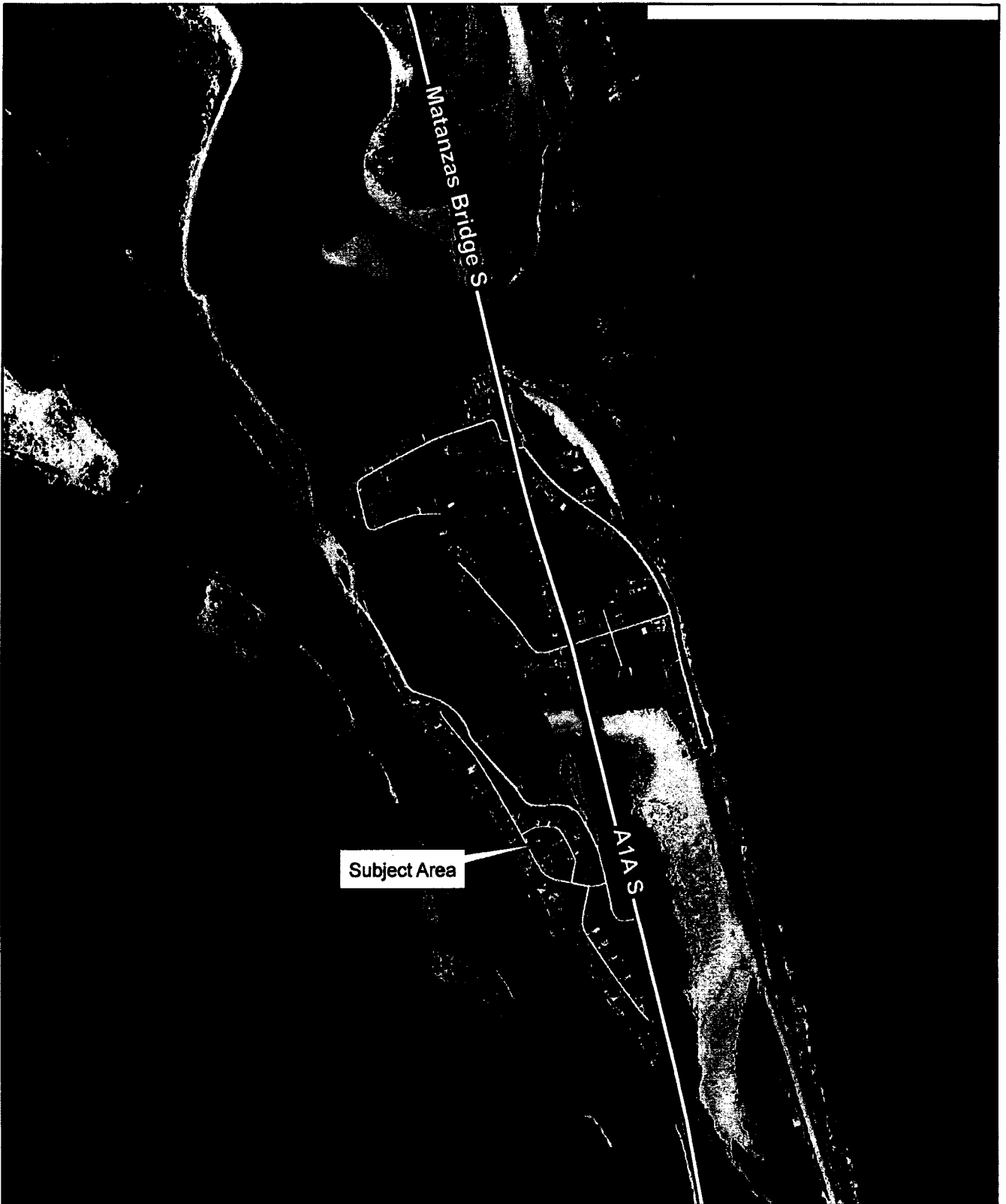
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Summer Island  
DATE: December 14, 2016

Please present the Easement and Bill of Sale to the Board of County Commissioners (BCC) for final approval and acceptance of Summer Island.

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.



  
2013 Aerial Imagery  
0 500 1,000  
Feet  
December 16, 2016

## Easement for Utilities and Bill of Sale

### *Summer Island*

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.

