

RESOLUTION NO. 2021-462

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AND APPROVING THE TERMS OF AN EASEMENT FOR UTILITIES FOR A LIFT STATION LOCATED NEAR THE INTERSECTION OF JUNE LANE AND JULY LANE.

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, for an existing lift station located near the intersection of June Lane and July Lane; and

WHEREAS, St. Johns County Utility Department has reviewed and approved the Easement for Utilities, 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 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 Court is instructed to record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 2nd day of November, 2021.

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

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair



ATTEST:
Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: Robert L. Platt
Deputy Clerk

RENDITION DATE NOV 04 2021

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this _____ day of _____, 2021 by, **SUMMER ISLAND HOMEOWNERS ASSOCIATION, INC.**, with an address of 5455 A1A South, 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 distribution system, gravity sewer collection system, lift stations & 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. 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 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 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 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 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.

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

(c) GRAVITY SEWER SYSTEM - 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.

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, "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:

**SUMMER ISLAND HOMEOWNERS
ASSOCIATION, INC.**

Theresa M. Monahan
Print Name Theresa M. Monahan

By: Larry Monahan
Print Name: LARRY MONAHAN
Title: PRESIDENT HOA SI

Nancy Trudel
Print Name Nancy Trudel

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of Sept, 2021, by LARRY MONAHAN as HOA President for Summer Island Homeowners Association, Inc., who is personally known to me or has produced Florida Driver Lic as identification.

William Candeletti
Notary Public
My commission expires: 2-16-25



William Candeletti
Notary Public
State of Florida
Comm# HH093678
Expires 2/16/2025

EXHIBIT "A"

EASEMENT AREA

A PORTION OF LAND BEING A PART OF OUT LOT "A" COMMON AREA FACILITY ON PLAT OF SUMMER ISLAND AS RECORDED IN MAP BOOK 22, PAGES 87 THROUGH 90 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF LOT 33 AS SHOWN ON SAID PLAT, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF JULY LANE (A 40.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 12°00'00" EAST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 76.90 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 78°00'00" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 12°00'00" EAST, ALONG A LINE THAT IS WESTERLY OF, PARALLEL WITH, AND 20.00 FEET PERPENDICULAR TO SAID WESTERLY RIGHT-OF-WAY LINE OF JULY LANE, A DISTANCE OF 30.00 FEET; THENCE SOUTH 78°00'00" EAST A DISTANCE OF 20.00 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE, THENCE SOUTH 12°00'00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 600 SQUARE FEET MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF
 OUT LOT "A" COMMON AREA FACILITY, SUMMER ISLAND,
 MAP BOOK 22, PAGES 87-90, OF THE PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLORIDA.
 FOR: ST. JOHNS COUNTY UTILITY DEPARTMENT

SURVEYORS NOTES:

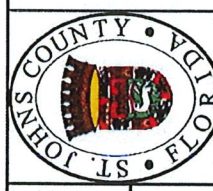
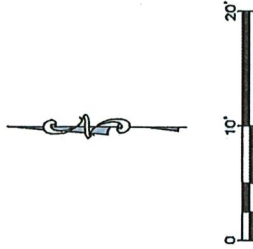
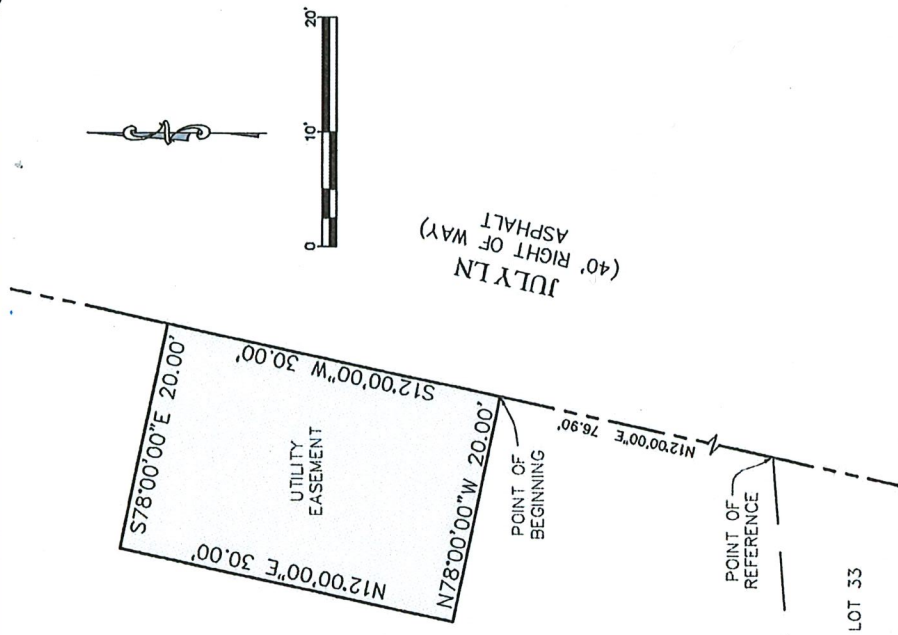
1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET. REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2019.

SUMMER ISLAND
 MAP BOOK 22, PAGES 87-90

OUT LOT "A"
 COMMON AREA FACILITY

LEGEND

--- RIGHT OF WAY



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
 SURVEYING AND MAPPING DIVISION
 500 SAN SEBASTIAN VIEW
 ST AUGUSTINE, FLORIDA 32084
 PATRICIA GAIL OLIVER P.S.M. NO. 4564
 Phone (904) 209-0770 Email: golver@sjcfl.us

DRAWN BY: J.MANNING
 FILE NUMBER: S-1178
 SHEET NO. 1
 OF 1

SUMMER ISLAND LIFT STATION - EASEMENT

SKETCH OF DESCRIPTION
 DATE OF SKETCH: AUGUST 24, 2021

EXHIBIT "B" TO RESOLUTION



St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Sr. Real Estate Coordinator
FROM: Missy Caraway, Utility Review Coordinator
SUBJECT: Summer Island HOA - Easement for Utilities
DATE: October 7, 2021

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

After acceptance by the 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.