

RESOLUTION NO. 2022- 246

**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 OFF MIDDLETON AVENUE.**

**RECITALS**

**WHEREAS**, Pelican Inlet Condominium Owners 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 a lift station located off Middleton Avenue; 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 19 day of July, 2022.

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

BY:   
Henry Dean, Chair

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

  
Deputy Clerk

Rendition Date 7/21/22



EXHIBIT "A" TO RESOLUTION

Prepared By:  
St. Johns County  
Real Estate Department  
500 San Sebastian View  
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 14 day of June, 2022 by PELICAN INLET CONDOMINIUM OWNERS ASSOCIATION, INC., a Florida not for profit corporation, with an address of 7175 A1A South, St. Augustine, FL 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 replace the sod and 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 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. Grantee shall install, replace, repair, maintain, or cause to be maintained, a fence surrounding the lift station that meets with Grantor's approval, and such installation, replacement, repair or maintenance shall be at Grantee's sole cost and expense. Maintenance on the fence shall be performed in a good and workmanlike manner and with reasonable care.

5. Grantor shall not install any landscaping or other improvements, including but not limited to trees, bushes, or plants ("Landscaping Improvements") along the exterior perimeter of the fence without first seeking and obtaining written approval from the St. Johns County Utility Department. Maintenance of any approved Landscaping Improvements shall be the sole responsibility of Grantor and shall be performed in a good and workmanlike manner, with reasonable care, which shall include, but not be limited to, keeping and trimming such Landscaping Improvements so as not to interfere with or obstruct the lift station site or otherwise cause or constitute a safety hazard

6. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

7. 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:

[Signature]  
Print Name James Melton

[Signature]  
Print Name Willard Day

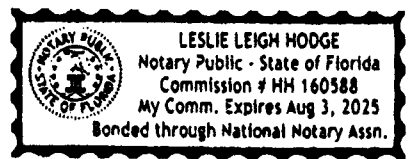
PELICAN INLET CONDOMINIUM  
OWNERS ASSOCIATION, INC.

By [Signature]  
Print Name: Marlene C Hale  
Title: Board President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of JUNE, 2022, by Marlene C. Hale as Board President for Pelican Inlet Condominium Owners Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My commission expires: 8/3/25



**EXHIBIT "A"**

**EASEMENT AREA**

A PORTION OF PELICAN INLET CONDO, AS RECORDED IN OFFICIAL RECORDS BOOK 240, PAGE 218 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, ALSO LYING IN SECTION 35, TOWNSHIP 8 SOUTH, RANGE 30 EAST OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF GREEN ROAD AS NOW ESTABLISHED WITH THE EASTERLY RIGHT OF WAY LINE OF MIDDLETON AVENUE AS NOW ESTABLISHED; THENCE NORTH 06°23'30" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 190.85 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO HAVING A STATE PLANE COORDINATE (FLORIDA EAST ZONE, NAD83/2011 DATUM, FEET) VALUE OF N1973839.69 AND E575936.53; THENCE NORTH 06°23'30" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 16.89 FEET; THENCE NORTH 83°36'30" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 38.79 FEET; THENCE SOUTH 06°23'30" EAST, ALONG A LINE THAT IS EASTERLY OF AND PARALLEL WITH SAID RIGHT OF WAY LINE, A DISTANCE OF 16.89 FEET; THENCE SOUTH 83°36'30" WEST A DISTANCE OF 38.79 FEET; TO ITS INTERSECTION WITH SAID RIGHT OF WAY LINE AND THE POINT OF BEGINNING. CONTAINING 655 SQUARE FEET, MORE OR LESS.

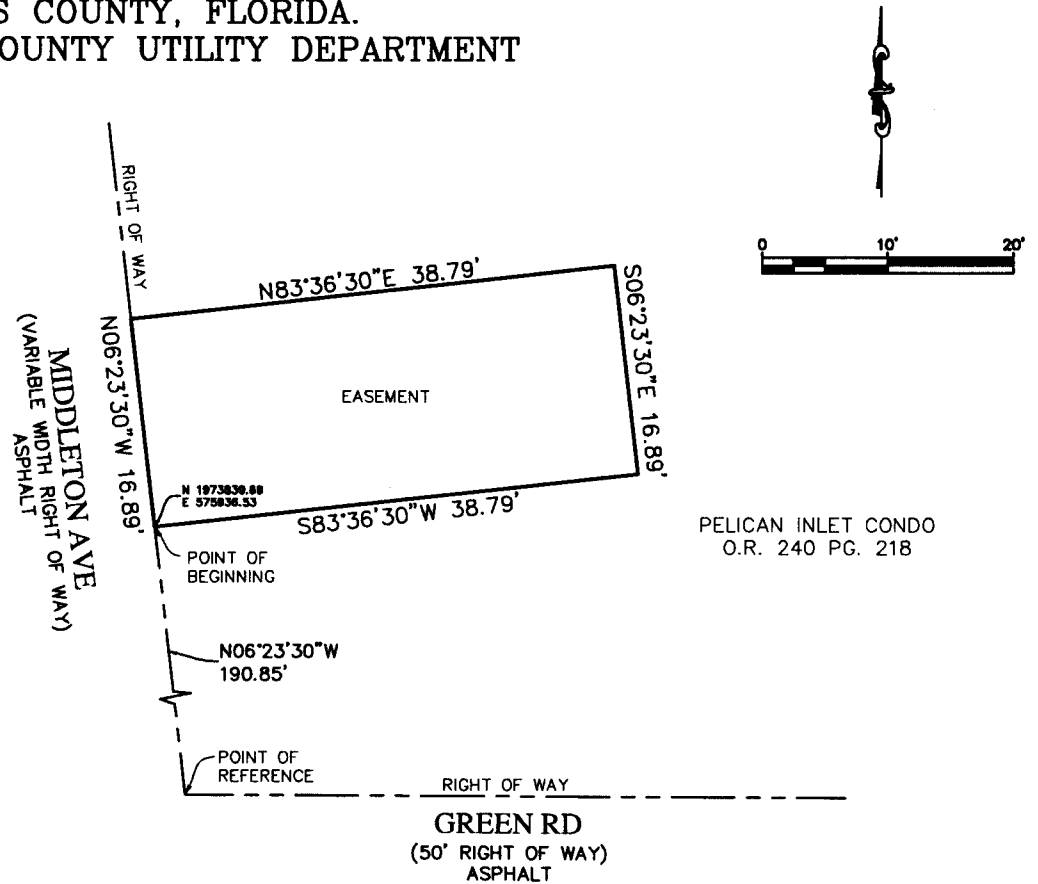
MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF PELICAN INLET CONDO,  
SECTION 35, TOWNSHIP 8 SOUTH, RANGE 30 EAST,  
ST. JOHNS COUNTY, FLORIDA.  
FOR: ST. JOHNS COUNTY UTILITY DEPARTMENT

**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 MAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN FEBRUARY 2021.

**LEGEND**

- O.R. OFFICIAL RECORDS
- PG(S). PAGE(S)
- RIGHT OF WAY LINE



PELICAN INLET CONDO LIFT STATION  
EASEMENT

SKETCH OF DESCRIPTION  
DATE OF SKETCH: NOVEMBER 30, 2021



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: goliver@sjcfl.us

DRAWN BY: J.MANNING

FILE NUMBER: S-1184A

SHEET NO. 1  
OF 1

EXHIBIT "B" TO RESOLUTION



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

Utility Department

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INTEROFFICE MEMORANDUM

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TO: Sheri Lewis, Sr. Real Estate Coordinator  
FROM: Missy Caraway, Utility Review Coordinator  
SUBJECT: Pelican Inlet HOA - Easement for Utilities  
DATE: June 20, 2022

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.



Pelican Inlet  
Lift Station Site

Middletown Ave

Green Rd

AVAS



2019 Aerial Imagery



June 20, 2022

Easement for Utilities  
*Pelican Inlet Condominium  
Owners Association, Inc.*

Land Mgmt. Systems  
Real Estate Division  
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.

