

RESOLUTION NO. 2022-310

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A TEMPORARY CONSTRUCTION EASEMENT FOR A NEW WASTEWATER TRANSMISSION FORCE MAIN TO BE LOCATED BETWEEN COUNTY ROAD 214 AND BRIAN WAY.**

**RECITALS**

**WHEREAS**, a property owner has executed and presented to the County an Easement for Utilities and a Temporary Construction Easement, attached hereto as Exhibit “A” and Exhibit “B”, incorporated by reference and made a part hereof, for installation of a new wastewater transmission force main to be located between County Road 214 and Brian Way; and

**WHEREAS**, this property is ideally located to redirect the concentrate from the CR 214 Water Treatment Facility to existing wastewater infrastructure near Lightsey Road and SR 207. This new force main will improve the capacity of the transmission system and divert flows to the Anastasia Island Wastewater Treatment Facility; and

**WHEREAS**, the easement is sized to accommodate future water and wastewater infrastructure needs; and

**WHEREAS**, it is in the best interest of the County to accept this Easement for Utilities and Temporary Construction Easement for the health, safety and welfare of the citizens located within this service area.

**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 Temporary Construction Easement, 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 Court is instructed to record the original Easement for Utilities and Temporary Construction Easement in the Public Records of St. Johns County, Florida.

**PASSED AND ADOPTED** this 10 day of September, 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 9/8/22

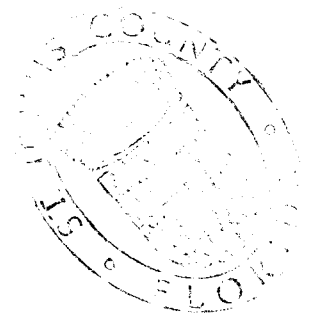


EXHIBIT "A" TO RESOLUTION

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 15 day of July, 2022 by **OCEANS 11 REAL ESTATE INVESTMENT GROUP, LLC**, a Florida limited liability company, with an address of 491 A1A Beach Boulevard, 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, alienate, 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, sewer force mains, reuse 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. 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.

(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) 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 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.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse distribution system up to and including the reuse meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any reuse lines between the reuse 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, including restoration of sod, 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. 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:

Katarzyna Kocut  
Witness Signature

KATARZYNA KOCUT  
Print Name

Katie Sheaver  
Witness Signature

Katie Sheaver  
Print Name

**OCEANS 11 REAL ESTATE  
INVESTMENT GROUP, LLC**

By: [Signature]

Print Name: Robin Arnold

Title: Managing Member

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 15 day of July, 2022, by Robin Arnold, on behalf of Oceans 11 Real Estate Investment Group, LLC, who is personally known to me, or has produced \_\_\_\_\_ as identification.

(Notary Seal)

Notary Public: [Signature]  
My Commission Expires: 10/27/25



EXHIBIT "A"  
EASEMENT AREA

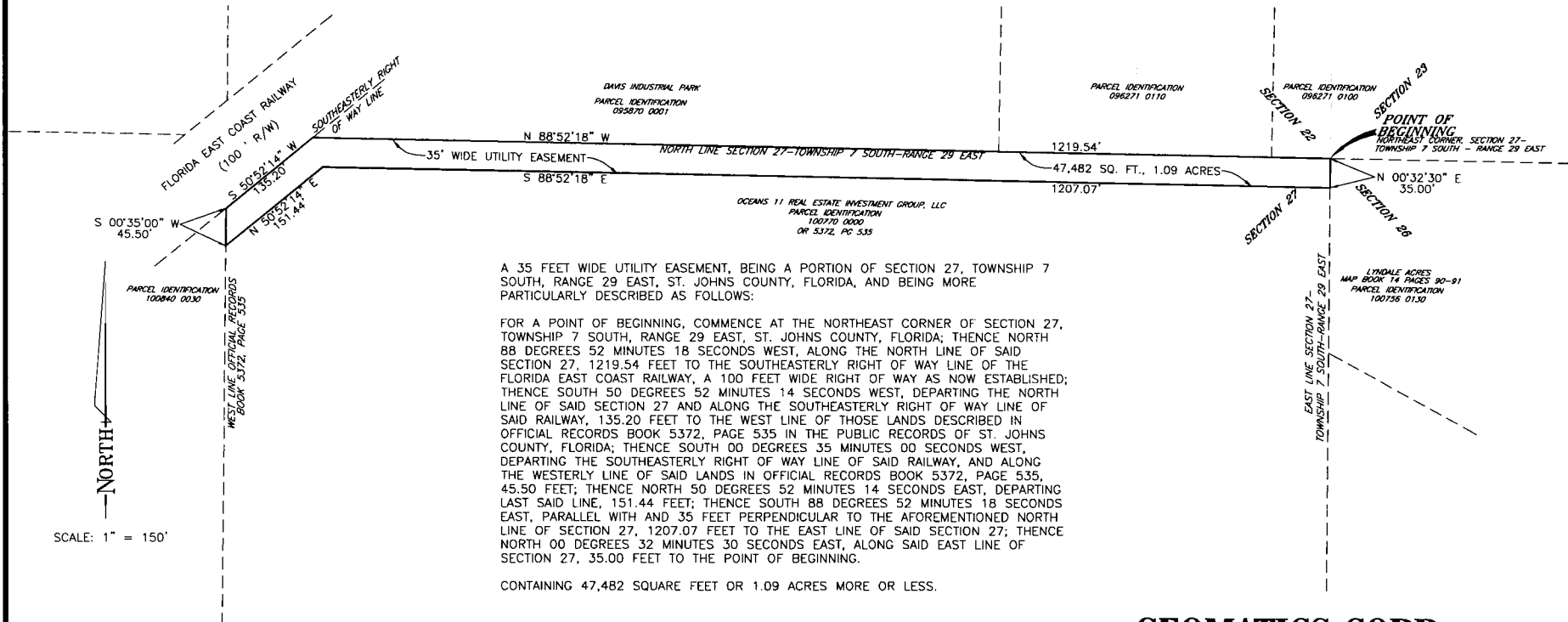
A 35 FEET WIDE UTILITY EASEMENT, BEING A PORTION OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 52 MINUTES 18 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 27, 1219.54 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A 100 FEET WIDE RIGHT OF WAY AS NOW ESTABLISHED; THENCE SOUTH 50 DEGREES 52 MINUTES 14 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID SECTION 27 AND ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY, 135.20 FEET TO THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5372, PAGE 535 IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 35 MINUTES 00 SECONDS WEST, DEPARTING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY, AND ALONG THE WESTERLY LINE OF SAID LANDS IN OFFICIAL RECORDS BOOK 5372, PAGE 535, 45.50 FEET; THENCE NORTH 50 DEGREES 52 MINUTES 14 SECONDS EAST, DEPARTING LAST SAID LINE, 151.44 FEET; THENCE SOUTH 88 DEGREES 52 MINUTES 18 SECONDS EAST, PARALLEL WITH AND 35 FEET PERPENDICULAR TO THE AFOREMENTIONED NORTH LINE SECTION 27, 1207.07 FEET TO THE EAST LINE OF SAID SECTION 27; THENCE NORTH 00 DEGREES 32 MINUTES 30 SECONDS EAST, ALONG SAID EAST LINE OF SECTION 27, 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,482 SQUARE FEET OR 1.09 ACRES MORE OR LESS.

# SKETCH AND DESCRIPTION

A PORTION OF SECTION 27, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



A 35 FEET WIDE UTILITY EASEMENT, BEING A PORTION OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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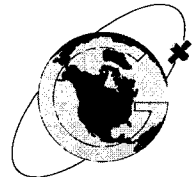
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**NOTES:**

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) BEARINGS ARE ASSUMED ON THE NORTH LINE OF SECTION 27, TOWNSHIP 7 SOUTH, RANGE 29 EAST AS BEING NORTH 88°52'18" WEST
- 3.) THIS DESCRIPTION RELATES TO A BOUNDARY SURVEY BY TARGET SURVEYING, LLC, SURVEY NUMBER 475542, CERTIFIED TO ENDLESS SUMMER REALTY, SIGNED MAY 13, 2021.

## GEOMATICS CORP.

SURVEYING—MAPPING—GPS  
2804 N. FIFTH STREET, UNIT 101  
ST. AUGUSTINE, FL 32084  
PHONE (904) 824-3086 FAX (904) 624-5753  
LICENSED BUSINESS FLORIDA #6978



Terry M. Durden, Florida PSM #5261

Not Valid Without The Digital Signature  
Of A Florida Licensed Surveyor & Mapper

PROJECT No: B-22-3549 UTILITY EASEMENT

EXHIBIT "B" TO RESOLUTION

Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT** made this 3 day of August, 2022, by and between **OCEANS 11 REAL ESTATE INVESTMENT GROUP, LLC**, a Florida limited liability company, with a principal address of 491 A1A Beach Boulevard, St. Augustine, FL 32080, as Grantor and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, Grantee.

**WITNESSETH**, that for and in consideration of the sum of **\$10.00 (Dollars)** and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the Grantor hereby gives, grants, bargains and releases to the Grantee, a Temporary Construction Easement to enter upon and use the Grantor's property located in St. Johns County, Florida, described below, for construction access and temporary staging of construction materials and equipment, together with non-exclusive rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. Grantee shall exercise the easement rights conveyed herein in a manner which are in accordance with applicable federal and state statutes, rules and regulations.

**SEE EXHIBIT "A" ATTACHED HERETO**

It is understood and agreed by the parties hereto that the rights granted herein shall terminate the date that the project at this location and upon these premises is complete. Grantee shall restore the property to its original condition



when the project is complete. All such restoration shall be accomplished at Grantee's sole cost and expense.

IN WITNESS WHEREOF, Grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in Our presence as Witnesses:

OCEANS 11 REAL ESTATE INVESTMENT GROUP, LLC

[Signature]  
Print Name: Patricia Sheaffer  
[Signature]  
Print Name: Carter West

By: [Signature]  
Print Name: Robin Arnold  
Title: Managing Member

STATE OF FLORIDA  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3 day of August, 2022, by Robin Arnold, on behalf of Oceans 11 Real Estate Investment Group, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

Notary Public: [Signature]  
My Commission Expires: 10/27/25



**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION EASEMENT**

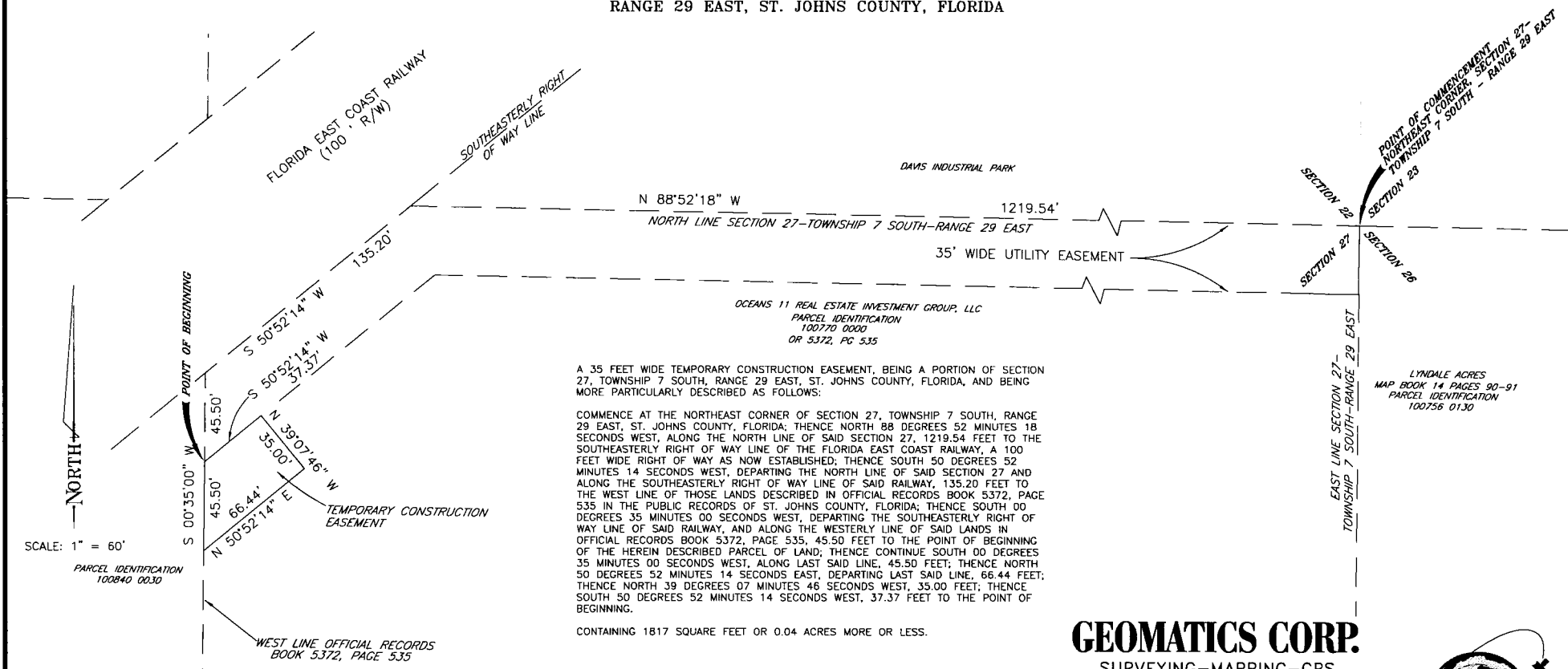
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CONTAINING 1817 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

# SKETCH AND DESCRIPTION

A PORTION OF SECTION 27, TOWNSHIP 7 SOUTH,  
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA



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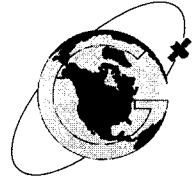
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SCALE: 1" = 60'

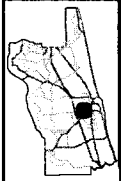
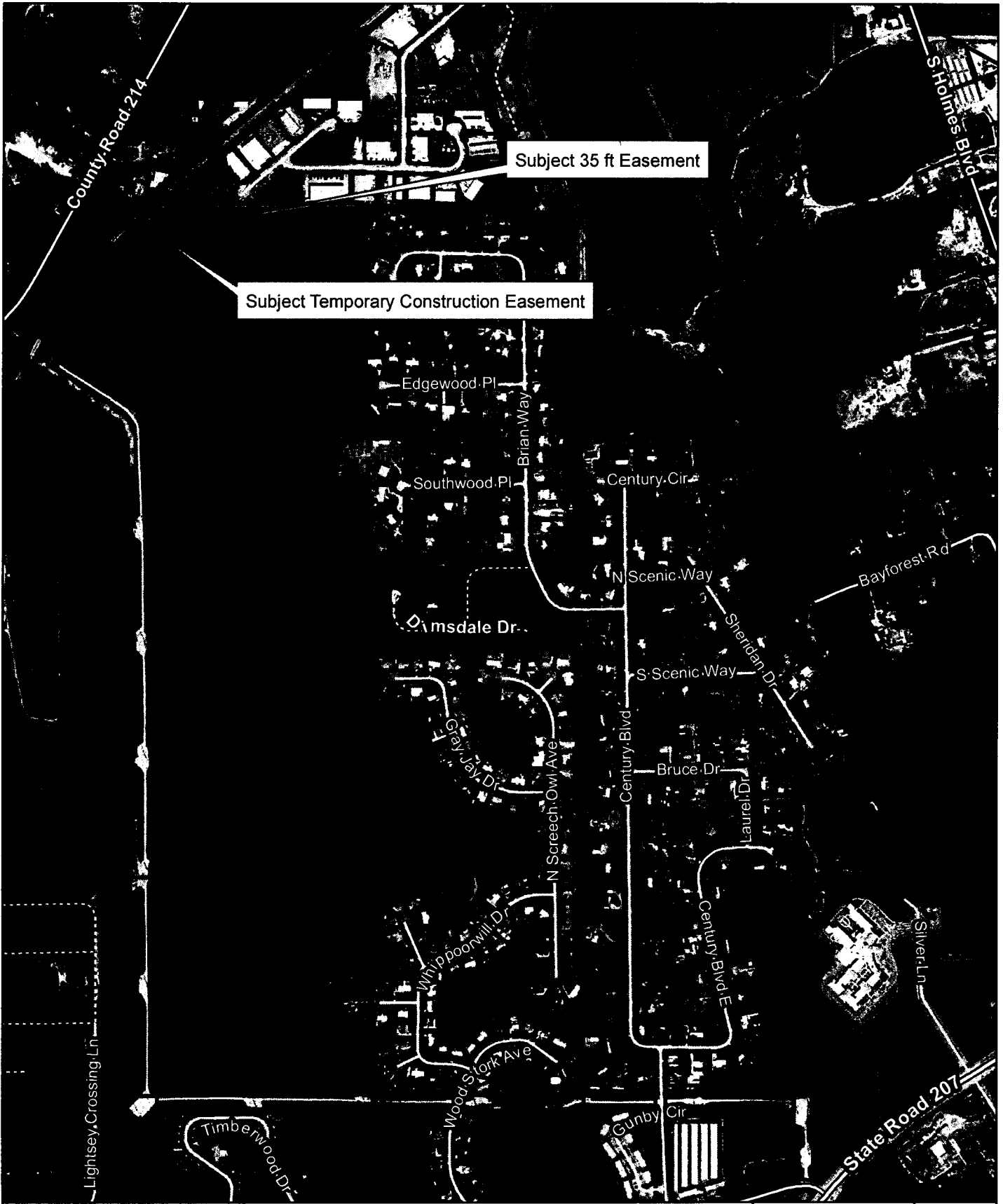
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PROJECT No: B-22-3549 DESC

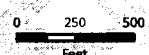
**GEOMATICS CORP.**  
 SURVEYING-MAPPING-GPS  
 2804 N. FIFTH STREET, UNIT 101  
 ST. AUGUSTINE, FL 32084  
 PHONE (904) 624-3086 FAX (904) 624-5753  
 LICENSED BUSINESS FLORIDA #6979



Terry M. Durden, Florida PSM #5261  
 Not Valid Without The Digital Signature  
 Of A Florida Licensed Surveyor & Mapper



2019 Aerial Imagery



August 3, 2022

Easement for Utilities and  
Temporary Construction Easement  
*CR 214 and Brian Way*

Land Mngt. 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 herein.

