

RESOLUTION NO. 2023- 144

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES NEAR STATE ROAD 207 AND CYPRESS LINKS BOULEVARD.

RECITALS

WHEREAS, Senate Bill 64 was enacted by the Florida Legislature in 2021, requiring domestic wastewater utilities to reduce or eliminate non-beneficial surface water discharge by January 1, 2032; and

WHEREAS, St. Johns County recently acquired a parcel located off State Road 207, west of I-95, to construct a new Water Reclamation Facility to accept flows from the State Road 207 and Anastasia Island wastewater service areas to reduce the surface water discharge from the Anastasia Island Water Reclamation Facility to meet the goals of Senate Bill 64; and

WHEREAS, the new Water Reclamation Facility will expand the wastewater treatment and water reclamation capacity for the State Road 207 and Anastasia Island wastewater service areas which has recently seen rapid growth; and

WHEREAS, the owner of certain property has executed and presented to St. Johns County an Easement for Utilities, attached hereto as Exhibit "A", incorporated by reference and made a part hereof, for a reuse line to be located near State Road 207 and Cypress Links Boulevard; and

WHEREAS, it is in the best interest of the public to acquire this Easement for the health, safety and welfare of the citizens of St. Johns County.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as findings of fact.

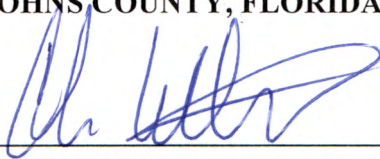
2. The above-described Easement for Utilities, attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

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.

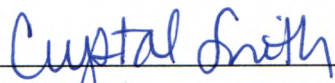
4. The Clerk of Court is instructed to file the original Easement for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 2nd day of may, 2023.

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

BY: 
Christian Whitehurst, Chair

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


Deputy Clerk

Rendition Date MAY 02 2023



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

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 30 day of March, 2023 by **MHC COQUINA CROSSING, LLC**, a Delaware limited liability company, with an address of 2N Riverside Plaza, 800, Chicago, IL 60606, 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 transmission 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, its 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 nonexclusive 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 unreasonably 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 by Grantee at its sole cost and expense 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, which approval may be conditioned on appropriate screening and/or fencing.

(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 transmission and 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.

(d) REUSE SYSTEM - The Grantee shall maintain all reuse mains and other elements of the reuse transmission and 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 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. Nothing contained in this Easement Agreement shall be construed as a waiver of the Grantee's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Grantee's potential liability under state or federal law.

4. Nothing in this Easement for Utilities shall be construed as a waiver of any fees or charges on the part of Grantee, including, but not limited to, unit connection fees or service charges.

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

6. 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:

Wilda Charles
Witness Signature

Wilda Charles
Print Name

Erica Caban Casillas
Witness Signature

ERICA Caban Casillas
Print Name

MHC COQUINA CROSSING, LLC

By: M. Clemmey

Print Name: Monsie Clemmey

Title: RVP

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of March, 2023, by Monsie Clemmey, on behalf of MHC Coquina Crossing LLC, who is personally known to me or has produced _____ as identification.

Notary Public: Susan Kowal
My Commission Expires: October 12, 2023

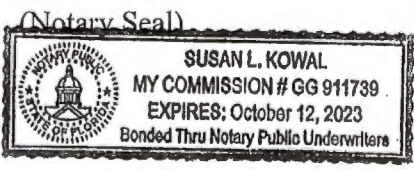


EXHIBIT "A"

EASEMENT AREA

A 35 FOOT, UTILITY EASEMENT,

SITUATED IN SECTION 9, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, (CORNER ALSO BEING COMMON TO SECTIONS 8, 16 AND 17) THENCE NORTH 88°54'46" EAST, ALONG SOUTH LINE OF SAID SECTION 9, 2145.13 FEET, TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1426, PAGE 1488, OF SAID ST JOHNS COUNTY, THENCE NORTH 00°26'40" WEST, ALONG WEST LINE OF JUST MENTIONED LANDS 207.74 FEET, TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING JUST DESCRIBED,; THENCE NORTH 81°22'24" WEST DEPARTING JUST MENTIONED WEST LINE 478.12 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 207, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTION NUMBER 78050-2531, FOR STATE ROAD 207, SAID POINT BEING ON A CURVE (NON-TANGENT) CONCAVE TO THE NORTHWEST, AND HAVING A CENTRAL ANGLE OF 00°40'20", AND A RADIUS OF 3617.77 FEET; THENCE ALONG AND AROUND JUST MENTIONED CURVE 42.45 FEET, SAID CURVE HAVING A CHORD BEARING AND CHORD DISTANCE OF NORTH 43°05'22"EAST, 42.45 FEET; THENCE SOUTH 81°22'24"EAST, DEPARTING JUST MENTIONED SOUTHEASTERLY RIGHT OF WAY LINE, 448.51 FEET, TO THE PREVIOUSLY MENTIONED WEST LINE OF OFFICIAL RECORDS BOOK 1426,PAGE 1488 OF SAID PUBLIC RECORDS; THENCE SOUTH 00°26'40"EAST ALONG AFOREMENTIONED LINE 35.44 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.37 ACRES MORE OR LESS.

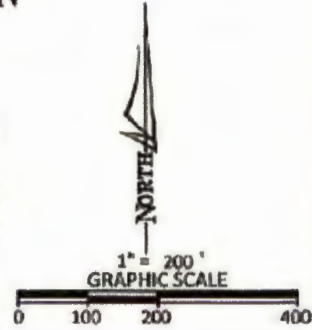
SKETCH & DESCRIPTION

A 35 FOOT, UTILITY EASEMENT,
SITUATED IN SECTION 9, TOWNSHIP 9 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA,
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

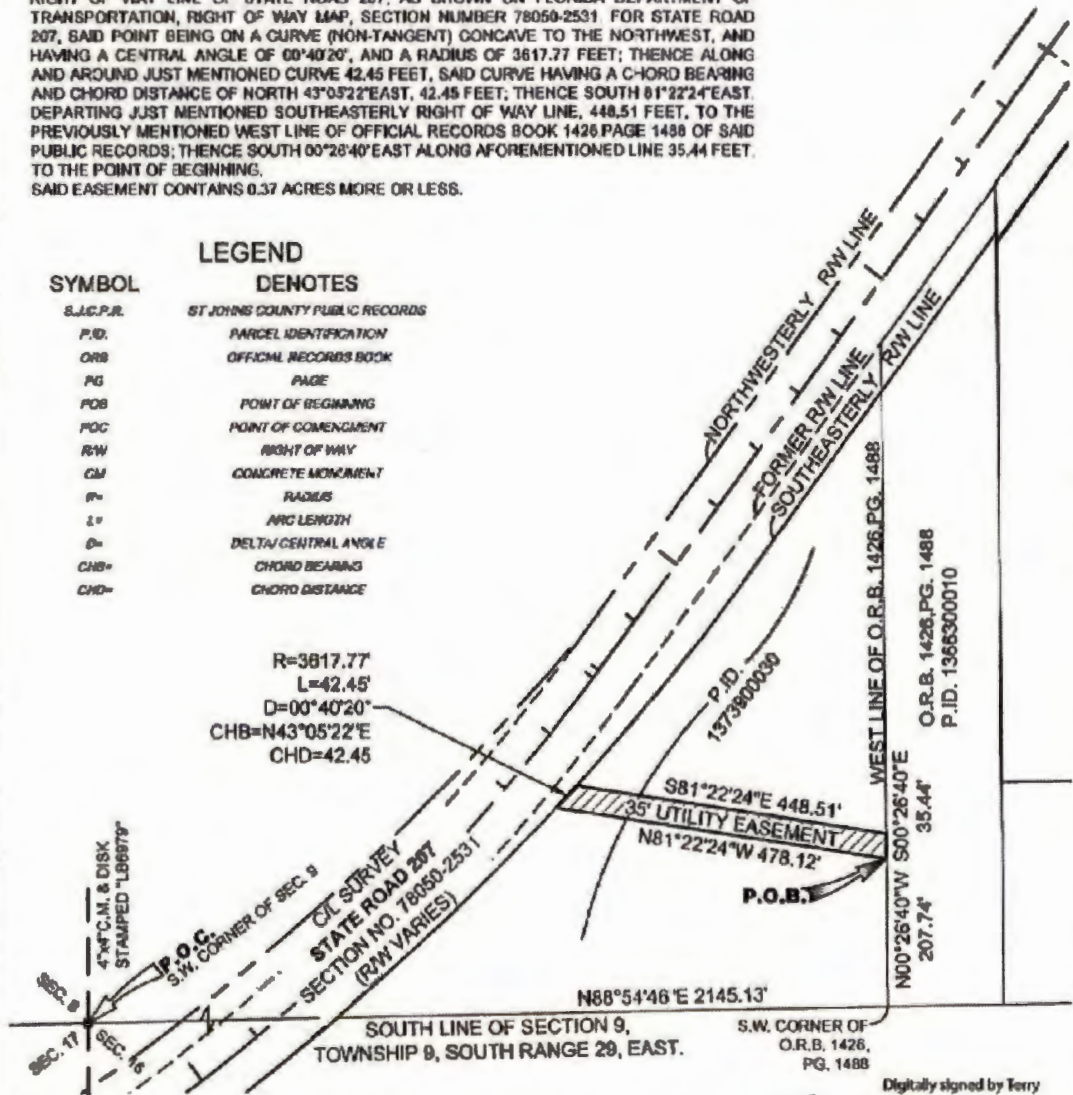
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 9, (CORNER ALSO BEING COMMON TO SECTIONS 8, 16 AND 17) THENCE NORTH $88^{\circ}54'45''$ EAST, ALONG SOUTH LINE OF SAID SECTION 9, 2145.13 FEET, TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1426, PAGE 1488, OF SAID ST. JOHNS COUNTY, THENCE NORTH $00^{\circ}26'40''$ WEST, ALONG WEST LINE OF JUST MENTIONED LANDS 207.74 FEET, TO THE POINT OF BEGINNING;

FROM THE POINT OF BEGINNING JUST DESCRIBED,; THENCE NORTH $81^{\circ}22'24''$ WEST DEPARTING JUST MENTIONED WEST LINE 478.12 FEET, TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD 207, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTION NUMBER 78050-2531, FOR STATE ROAD 207, SAID POINT BEING ON A CURVE (NON-TANGENT) CONCAVE TO THE NORTHWEST, AND HAVING A CENTRAL ANGLE OF $00^{\circ}40'20''$, AND A RADIUS OF 3617.77 FEET; THENCE ALONG AND AROUND JUST MENTIONED CURVE 42.45 FEET, SAID CURVE HAVING A CHORD BEARING AND CHORD DISTANCE OF NORTH $43^{\circ}05'22''$ EAST, 42.45 FEET; THENCE SOUTH $81^{\circ}22'24''$ EAST DEPARTING JUST MENTIONED SOUTHEASTERLY RIGHT OF WAY LINE, 448.51 FEET, TO THE PREVIOUSLY MENTIONED WEST LINE OF OFFICIAL RECORDS BOOK 1426 PAGE 1488 OF SAID PUBLIC RECORDS; THENCE SOUTH $00^{\circ}26'40''$ EAST ALONG AFOREMENTIONED LINE 35.44 FEET, TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 0.37 ACRES MORE OR LESS.



SYMBOL	DENOTES
S.J.C.P.R.	ST. JOHNS COUNTY PUBLIC RECORDS
P.I.D.	PARCEL IDENTIFICATION
O.R.B.	OFFICIAL RECORDS BOOK
P.G.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.W.	RIGHT OF WAY
CM	CONCRETE MONUMENT
R	RADIUS
L	ARC LENGTH
D	DELTA/CENTRAL ANGLE
CHB	CHORD BEARING
CHD	CHORD DISTANCE



- NOTES:
- THIS IS NOT A BOUNDARY SURVEY.
 - BEARINGS, SHOWN HEREON ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 207 AS SHOWN ON DEPARTMENT OF TRANSPORTATION MAP, SECTION NUMBER 78050-2531 AND ARE EXPRESSED IN U.S. SURVEY FEET.

Digitally signed by Terry M Durden
Date: 2023.03.27 18:08:28 -0400

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

GEOMATICS CORP.

SURVEYING-MAPPING-GPS
2804 N. FIFTH STREET, UNIT 101
ST. AUGUSTINE, FL 32084
PHONE (904) 624-3808 FAX (904) 624-5763

LICENSED BUSINESS
FLORIDA #8978 GEORGIA #0399
SOUTH CAROLINA #3287 ALABAMA #704
NORTH CAROLINA COA #3768



PROJECT No:23-3737 ESMNT

SURVEY DATE: 3/27/2023

CAD FILE: 23-3737 ESMNT

CHECKED BY: TD

DRAWN BY: MRB

FIELD WORK: N/A

FB: N/A PG.: N/A



35 ft Utility Easement



Easement for Utilities

MHC Coquina Crossing, LLC

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 herein.

