

**RESOLUTION NO. 2023-423**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING CORRECTIVE EASEMENTS FOR UTILITIES ASSOCIATED WITH THE SEWER FORCE MAIN SYSTEMS TO SERVE 2580 A1A S.**

**RECITALS**

**WHEREAS**, certain property owners have executed and presented to the County two Corrective Easements for Utilities, to correct the legal descriptions on the Easements for Utilities, associated with the sewer force main system to serve 2580 A1A S, attached hereto as Exhibits “A” and “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 Corrective Easements for Utilities 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 file the original recorded Corrective Easements for Utilities in the Public Records of St. Johns County, Florida.

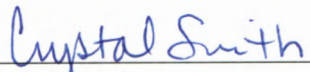
PASSED AND ADOPTED this 7th day of November, 2023.

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

Rendition Date: NOV 08 2023

By:   
Christian Whitehurst, Chair

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

  
Deputy Clerk



Public Records of St. Johns County, FL  
Clerk number: 2023071473  
BK: 5822 PG: 1763  
9/11/2023 10:10 AM  
Recording \$35.50  
Doc. D \$0.70

1668100060\_JAMES  
Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

### CORRECTIVE EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 11<sup>th</sup> day of September, 2023 by Bobbie James with an address of 2580 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 4020 Lewis Speedway, 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 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.

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

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.

6 This easement is given to correct the legal description on that certain Grant of Easement recorded in Official Records Book 5324, page 336 of the public records of St. Johns County, Florida.

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]  
Witness Signature

Jenny Morricks  
Print Name

[Signature]  
Witness Signature

Kelly McTaggart  
Print Name

[Signature]  
GRANTOR

Bobbie J. James  
Print Name

STATE OF Florida  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11th day of September, 2023, by Bobbie J. James who is personally known to me or has produced [Signature] as identification.

(Notary Seal)



KELLY MCTAGGART  
Commission # HH 188723  
Expires August 24, 2025  
Bonded Thru Budget Notary Services

Notary Public: [Signature]  
My Commission Expires: 8/24/2025

Exhibit "A" to the Easement

**EXHIBIT "A"**

**EASEMENT AREA**

**The west 10 feet of Lot 6, Block "E", Anastasia Park, as recorded in Map Book 3, page 65  
of the public records of St. Johns County, Florida.**

**Property Identification Number: 1668100060**

Exhibit "B" to the Resolution

Public Records of St. Johns County, FL  
Clerk number: 2023071472  
BK: 5822 PG: 1759  
9/11/2023 10:06 AM  
Recording \$35.50  
Doc. D \$0.70

1668100040\_WILKINS  
Prepared by:  
St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084

**CORRECTIVE EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 11 day of SEPTEMBER, 2023 by Laura Wilkins, formerly known as Laura Smith, with an address of 2572 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 4020 Lewis Speedway, 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 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.

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

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.

6. This easement is given to correct the legal description on that certain Grant of Easement recorded in Official Records Book 5324, page 332 of the public records of St. Johns County, Florida.

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]

Witness Signature

[Signature]

Owner Signature

Jenny Marrick

Print Name

Laura A Wilkins

Print Name

[Signature]

Witness Signature

Kelly McTaggart

Print Name

STATE OF Florida  
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day of September, 2023, by Laura Wilkins who is personally known to me or has produced [Signature] as identification.

(Notary Seal)



KELLY MCTAGGART  
Commission # NH 168723  
Expires August 24, 2025  
Contact Your Budget Notary Services

Notary Public: [Signature]

My Commission Expires: 8/24/2025

Exhibit "A" to the Easement

**EXHIBIT "A"**  
**EASEMENT AREA**

**The west 10 feet of Lots 4 & 5, Block "E", Anastasia Park, as recorded in Map Book 3,  
page 65 of the public records of St. Johns County, Florida.**

**Property Identification Number: 1668100040**

Exhibit 'C' to the Resolution



**ST. JOHNS COUNTY  
UTILITIES**

1205 State Road 16  
St. Augustine, Florida 32084

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**INTEROFFICE MEMORANDUM**

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**TO:** Debbie Taylor, Real Estate Manager  
**FROM:** Melissa Caraway, Utility Review Coordinator  
**DATE:** September 11, 2023  
**SUBJECT:** 2580 A1A South – FM Extension

Please present the Corrective Easements to the Board of County Commissioners (BCC) for final approval and acceptance of 2580 A1A South – FM Extension.

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.



Subject Property

2572 A1A S

2580 A1A S

Acacia St

A1A S

Saltwater Cir

Sunfish Dr  
Ocean Ct

Hoot Owl Ct



2023 Aerial Imagery  
Date: 10/6/2023

**2580 A1A S**  
**Force Main Extension**



Land Management  
Systems  
(904) 209-0796

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.