

RESOLUTION NO. 2023-427

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FROM WEST SAINT AUGUSTINE LAND AND TIMBER, LLC FOR A RECLAIMED WATER TRANSMISSION MAIN TO BE LOCATED NEAR COUNTY ROAD 214 AND WATER PLANT ROAD.

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, West Saint Augustine Land and Timber, LLC 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 reclaimed water transmission main to be located near County Road 214 and Water Plant Road; and

WHEREAS, it is in the best interest of the public to accept this Easement for Utilities 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 record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

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

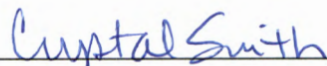
**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date: NOV 08 2023

BY: 

Christian Whitehurst, Chair

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


Deputy Clerk



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

EXHIBIT "A" TO RESOLUTION

EASEMENT AGREEMENT FOR UTILITIES

THIS EASEMENT AGREEMENT executed and given this _____ day of _____, 2023 by **WEST SAINT AUGUSTINE LAND AND TIMBER LLC**, a Delaware limited liability company, with an address of 7643 Gate Parkway, Suite 104-334, Jacksonville, FL 32256, 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 and No/100 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 lines (hereinafter referred to as "**Utility Lines and Associated Equipment**") under, over and upon the real property described on Exhibit A attached hereto (the "**Easement Area**"); together with rights of ingress and egress over an area as may be agreed upon (the "**Ingress/Egress Area**") to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This Easement Agreement is for water and/or sewer utility services only and does not convey to Grantee any right to install other utilities or services such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns for the purposes aforesaid. Said Grantor has the organizational authority to grant said easement and will defend the same against the lawful claims of those claiming by, through or under Grantor, but against none other.

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 that does not unreasonably interfere with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utilities, 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. Specifically, Grantor retains the right to pave the Easement Area and the Ingress/Egress Area and to install roadways, bike paths, sidewalks and drainage facilities, and Grantee shall install its Utility Lines and Associated Equipment in a reasonable manner that will not be adversely impacted or affected by such improvements.

(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area and, except in environmentally sensitive areas, at a depth of no less than forty-two (42) inches and no more than fifty-four (54) inches, provided that same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Associated Equipment with a footprint of no more than fifty (50) square feet and that is customarily installed above ground, such as air release valves constructed to St. Johns County Utility Department standards, may be installed above ground within the Easement Area 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 such approval shall not be unreasonably withheld. The underground Utility Lines and Associated Equipment will be installed at a depth and in such a manner that permits heavy trucks, including logging trucks, and bulldozers to cross the easement without damage to the underground utilities regardless of whether the Easement Area is paved or unpaved. Grantee expressly exculpates Grantor from any liability for damage caused by surface vehicles and equipment or by Grantor's paving. Grantee shall be responsible for (i) clearing the Easement Area, (ii) removing all roots and debris from the Easement Area, and (iii) periodic mowing of the Easement Area. Without the written consent of the other, neither Grantor nor Grantee shall plant anything (other than grass, hay or similar ground covers) in the Easement Area.

(c) The Easement Area and the Ingress/Egress Area may be relocated to a location reasonably acceptable to the Grantee at any time upon Grantor's request and with Grantor bearing the cost of relocating the Utility Lines and Associated Equipment located within the Easement Area. Upon relocation of the Utility Lines and Associated Equipment pursuant to this paragraph, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement Area and/or Ingress/Egress Area to the new Easement Area and/or Ingress/Egress Area designated by and in the title of the Grantor.

(d) Grantee agrees that, in the event Grantor develops plans for a proposed development and/or the construction of improvements within the Easement Area and/or Ingress/Egress Area which are inconsistent with the Utility Lines and Associated Equipment, Grantee shall, at its sole cost and expense, relocate such lines and equipment to a location reasonably acceptable to Grantee and Grantor, which approval Grantee shall reasonably and timely furnish. When an area of relocation (including any related Ingress/Egress Area desired by Grantor) has been so determined, in order to avoid delay, Grantor shall have the right to relocate the lines and equipment subject to reimbursement by Grantee. Grantee shall not be required to relocate such lines and equipment, or to reimburse Grantor for such relocation, until Grantor has received all

necessary governmental approvals for any proposed construction of improvements within the Easement Area which are inconsistent with the location of the Utility Lines and Associated Equipment; provided Grantee does not delay or hinder Grantor's efforts to obtain governmental approvals. Upon relocation of the Utility Lines and Associated Equipment pursuant to this paragraph or re-location of the Ingress/Egress Area, Grantee and Grantor shall execute an instrument in recordable form relocating the Easement Area and any related Ingress/Egress Area to the new areas designated by and in the title of the Grantor.

(e) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of agricultural, residential, commercial or other non-agricultural improvements herein constructed upon the adjacent property.

2. (a) **WATER SYSTEM** - The Grantee shall maintain in good and working order all water mains and other elements of the water transmission and distribution system up to and including the water meter or meters. Grantee shall provide Grantor the ability to connect to and utilize the water lines as long as there is available capacity.

(b) **SEWER FORCE MAINS** - Grantee, by acceptance of this Easement, hereby agrees to maintain in good and working order the sewer force mains located within the Easement Area. Grantee shall provide Grantor the ability to connect to and utilize the sewer force mains as long as there is available capacity.

(c) **REUSE SYSTEM** - Grantee shall maintain in good and working order all reuse mains and other elements of the reuse transmission and distribution system up to and including the reuse meter or meters. Grantee shall provide Grantor the ability to connect to and utilize the water re-use lines as long as there is available capacity.

3. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner and shall restore the Easement Area and the Ingress/Egress Area to the condition existing prior to such installation, construction, repair, replacement or removal, including grassing of the disturbed areas and restoring any paved areas or drainage facilities. To the maximum extent permitted by law Grantee shall be responsible for damage to lands or improvements that are caused by the negligence of Grantee, its employees, agents or contractors; provided, however, that nothing herein shall be construed as a waiver of the County's sovereign immunity nor as its consent to be sued by third parties. As to any damage caused by negligence of any employee of the County, its agents or contractors, the provisions of Section 768.28, Florida Statutes (2022), as this statute may be amended from time to time, may be applicable and shall be deemed to apply to this contractual agreement to indemnify for negligence.

PIN 101050-0000

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

5. This Easement Agreement for Utilities shall inure to the benefit of and be binding upon Grantee and its successors and assigns. By acceptance of this Easement Agreement, Grantee agrees to the terms, conditions and agreements hereof.

6. For the purposes of the terms and conditions of this Easement Agreement for Utilities, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

[End of page. Next Page is Signature Page.]

PIN 101050-0000

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its company seal to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

**WEST SAINT AUGUSTINE LAND
AND TIMBER LLC**

[Signature]
Witness Signature

By: [Signature]

Johnna B Carey
Print Name

Print Name: Dennis L Carey

[Signature]
Witness Signature

Title: Authorized Signatory

Polly Passinault
Print Name

STATE OF Georgia
COUNTY OF Houston

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 9 day of October, 2023, by Dennis Carey, who is Authorized Signatory of West Saint Augustine Land and Timber LLC, a Delaware limited liability company, on behalf of said company. Such person is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

PIN 101050-0000

IN WITNESS WHEREOF, St. Johns County has accepted and agreed to this Easement Agreement for Utilities.

Signed, sealed and delivered
In the presence of:

ST. JOHNS COUNTY, FLORIDA, a
political subdivision of the State of Florida

Witness Signature

By: _____

County Administrator

Print Name

Witness Signature

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 _____ day of _____, 2023 by _____ as County Administrator for St. Johns County who is personally known to me.

Notary Public

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

Deputy Clerk

PIN 101050-0000

EXHIBIT "A"

EASEMENT AREA

A PROPOSED 30 FOOT WIDE ST. JOHNS UTILITY DEPARTMENT EASEMENT

A PORTION OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, AND A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 4658, PAGE 461, 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 SECTION 31, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 81°43'40" WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 449.00 FEET; THENCE SOUTH 08°50'11" EAST A DISTANCE OF 133.53.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, (A 60.00 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED), THENCE SOUTH 83°25'04" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 852.92 FEET TO THE POINT OF BEGINNING;

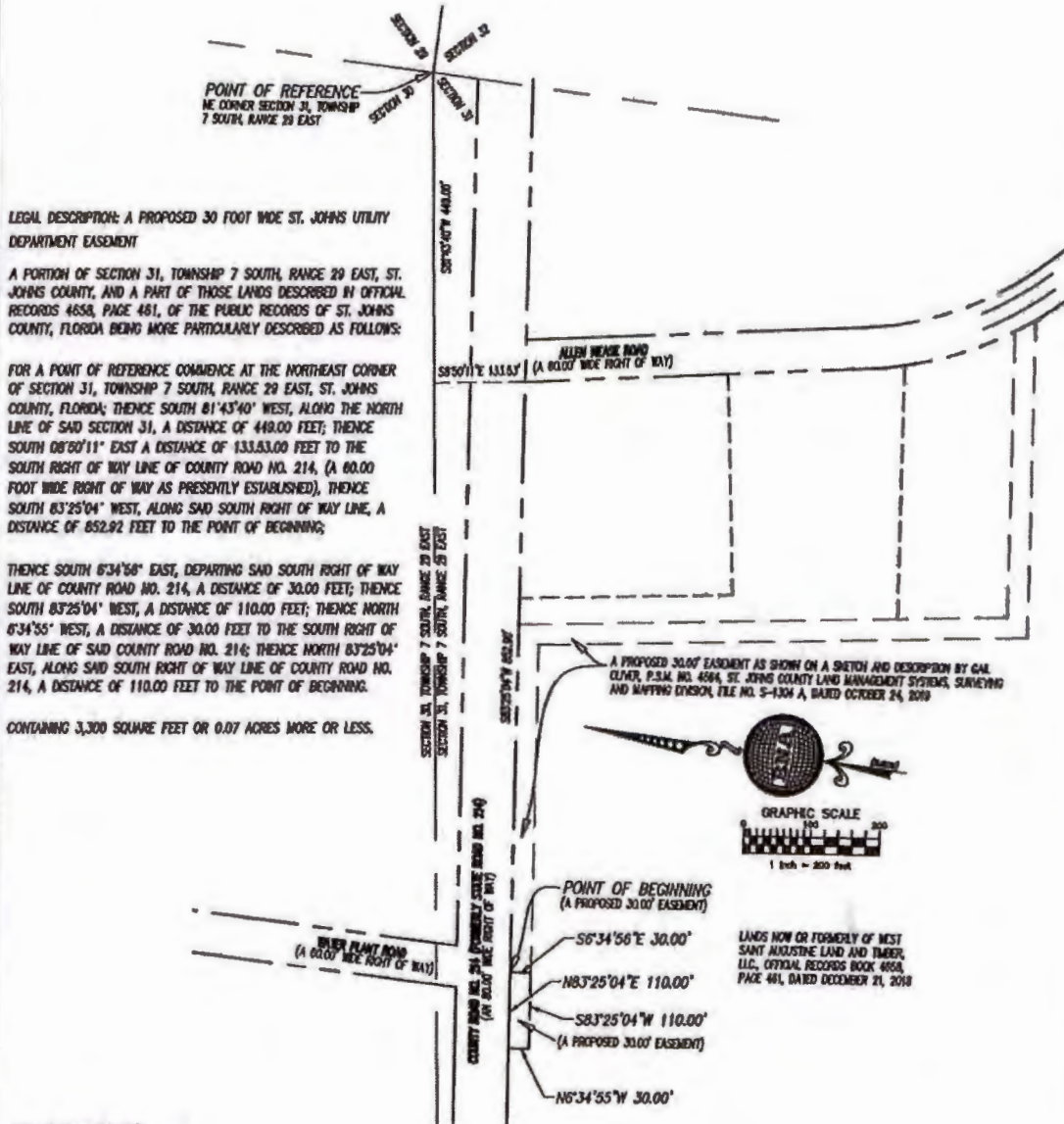
THENCE SOUTH 6°34'56" EAST, DEPARTING SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, A DISTANCE OF 30.00 FEET; THENCE SOUTH 83°25'04" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 6°34'55" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 214; THENCE NORTH 83°25'04" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,300 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

MAP OF:

A PORTION OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.

CERTIFICATIONS:
ST. JOHNS COUNTY



LEGAL DESCRIPTION: A PROPOSED 30 FOOT WIDE ST. JOHNS UTILITY DEPARTMENT EASEMENT

A PORTION OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, AND A PART OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS 4658, PAGE 461, 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 SECTION 31, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 81°43'40" WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 448.00 FEET; THENCE SOUTH 08°50'11" EAST A DISTANCE OF 133.53.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, (A 80.00 FOOT WIDE RIGHT OF WAY AS PRESENTLY ESTABLISHED); THENCE SOUTH 83°25'04" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 852.92 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 6°34'58" EAST, DEPARTING SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, A DISTANCE OF 30.00 FEET; THENCE SOUTH 83°25'04" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 6°34'55" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. 214; THENCE NORTH 83°25'04" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,300 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

A PROPOSED 30.00' EASEMENT AS SHOWN ON A SKETCH AND DESCRIPTION BY GAIL OLIVER, P.S.M. NO. 4564, ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS, SURVEYING AND MAPPING DIVISION, FILE NO. S-1304 A, DATED OCTOBER 24, 2019



LANDS NOW OR FORMERLY OF WEST SAINT AUGUSTINE LAND AND TRAIL, LLC, OFFICIAL RECORDS BOOK 4658, PAGE 461, DATED DECEMBER 21, 2018

LAST FIELD DATE: N/A
FIELD BOOK AND PAGE: N/A
PROJECT NO: 101-140-01
DRAWING NO: SD-EASEMENT.dwg SHEET 1 OF 1

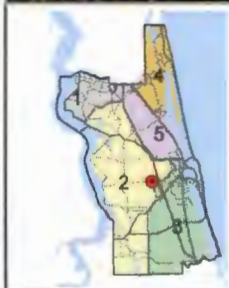
- GENERAL NOTES:
1. BEARINGS ARE BASED ON THE SOUTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 214, AS BEING SOUTH 83°25'04" WEST AS SHOWN ON A SKETCH AND DESCRIPTION BY GAIL OLIVER, P.S.M. NO. 4564, ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS, SURVEYING AND MAPPING DIVISION, FILE NO. S-1304 A, DATED OCTOBER 24, 2019.
 2. THIS MAP WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND BRADSHAW-NILES & ASSOCIATES, MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
 3. THIS IS A SURVEY TO GRAPHICALLY DEPICT A SKETCH AND DESCRIPTION ONLY AND DOES NOT ADDRESS ANY WETLAND JURISDICTION OF ANY FEDERAL, STATE, COUNTY OR LOCAL AGENCY.
 4. UNDERGROUND UTILITIES OR FOUNDATIONS WERE NOT LOCATED BY THIS SURVEY.

THIS SURVEY IS CERTIFIED FOR THE EXCLUSIVE USE OF THE CLIENT MARIO HERRON AND IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE PROFESSIONAL SURVEYOR AND MAPPER OF FLORIDA SHOWN HEREON.

THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTERS 5J-17.051 & 5J-17.052 F.A.C.

Albert D Bradshaw
Digitally signed by Albert D Bradshaw
Date: 2023.08.31 08:58:00 -04'00'

BRADSHAW-NILES & ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
LICENSED BUSINESS NO 6824
240 BUSINESS PARK CIRCLE, SUITE 410
ST. AUGUSTINE, FLORIDA 32095
(904) 829-2991 FAX: (904) 829-1070



2023 Aerial Imagery
Date: 10/10/2023

West Saint Augustine
Land and Timber, LLC

Easement for Utilities



Land Management
Systems
(904) 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.