

**RESOLUTION NO. 2023-428**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH THE WATER SYSTEM TO SERVE HEARTLAND DENTAL LOCATED OFF STATE ROAD 207.**

**RECITALS**

**WHEREAS**, WMG Exchange 2, LLC, a foreign limited liability company has executed and presented to the County an Easement for Utilities associated with the water system to serve Heartland Dental located off State Road 207, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the document mentioned above, 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 is 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 record the original Easement for Utilities in the Public Records of St. Johns County, Florida.

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

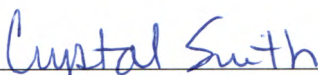
**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

Rendition Date: NOV 08 2023

By: 

Christian Whitehurst, Chair

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

  
Deputy Clerk



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 22nd day of June, 2023  
by WMG Exchange 2 LLC, with an address of  
1200 Network Centre Effingham, IL 62401, 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 meters 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 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

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. WATER SYSTEM - The Grantee shall maintain water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines located within the boundary of the Grantor's property excluding the water meters.

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.

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:

Gayle L Kuhl  
Witness Signature

Gayle L Kuhl  
Print Name

Bianca Nieves  
Witness Signature

Bianca Nieves  
Print Name

By: [Signature]

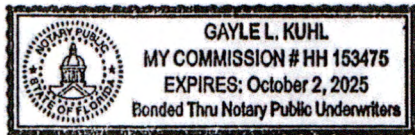
Print Name: Craig Kopko

Its: Executive VP of Development

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means  
of  physical presence or  online notarization, this 22<sup>nd</sup> day of

June, 2023, by  
Craig Kopko as Executive VP of  
Development for Professional Resources Development, Inc.



Gayle L Kuhl  
Notary Public  
My Commission Expires: Gayle L Kuhl

Personally Known or Produced Identification  
Type of Identification Produced

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



www.etminc.com  
tel 904-642-8550 • fax 904-642-4165  
14775 Old St. Augustine Road • Jacksonville, Florida 32258

June 20, 2023

Work Order No. 23-231.01  
File No. 129E-32.01A

### **Water Easement 1**

A portion of Section 3, Township 8 South, Range 29 East, St. Johns County, Florida, being a portion of OP4, as described and recorded in Official Records Book 5663, page 474, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly line of the North one-half of the Northeast one-quarter of said Section 3 with the Southeasterly right of way line of State Road No. 207, a variable width right of way as presently established; thence North  $36^{\circ}21'53''$  East, along said Southeasterly right of way line, 315.03 feet to the Westerly most corner of said OP4; thence South  $53^{\circ}38'07''$  East, departing said Southeasterly right of way line and along the Southwesterly line of said OP4, a distance of 232.00 feet to the Southerly most corner thereof; thence North  $36^{\circ}21'53''$  East, along the Southeasterly line of said OP4, a distance of 8.55 feet to the Point of Beginning.

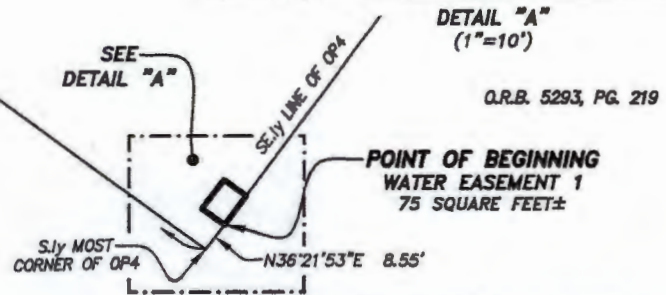
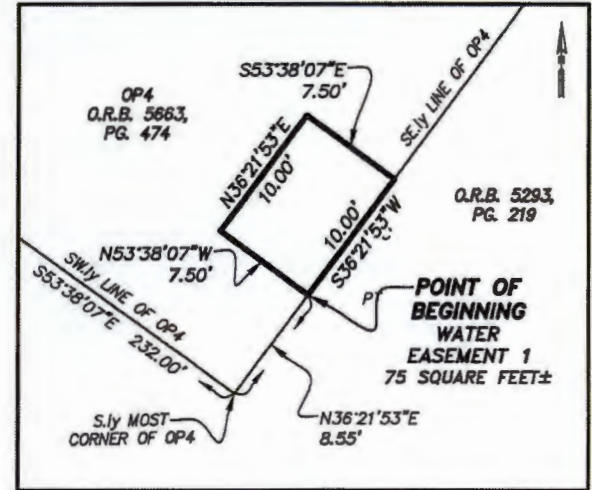
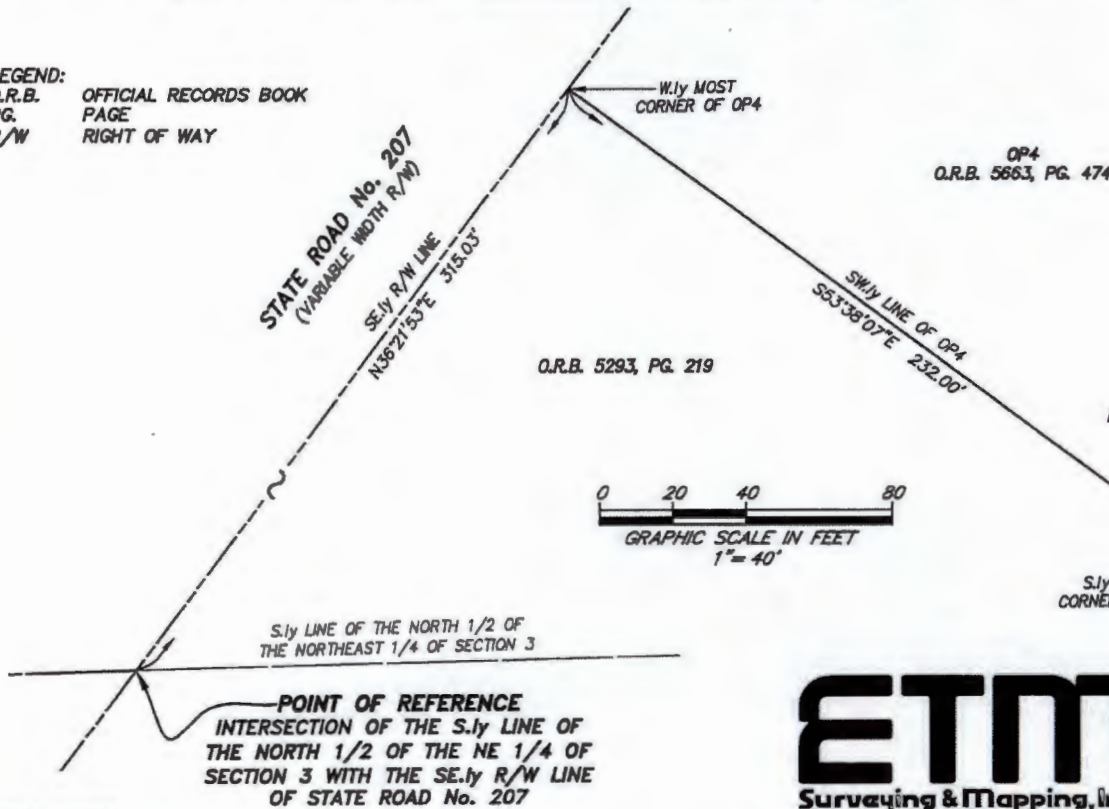
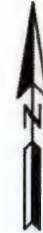
From said Point of Beginning, thence North  $53^{\circ}38'07''$  West, departing said Southeasterly line of OP4, a distance of 7.50 feet; thence North  $36^{\circ}21'53''$  East, 10.00 feet; thence South  $53^{\circ}38'07''$  East, 7.50 feet to a point lying on said Southeasterly line; thence South  $36^{\circ}21'53''$  West, along said Southeasterly line, 10.00 feet to the Point of Beginning.

Containing 75 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF**

**A PORTION OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF OP4, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 5663, PAGE 474, OF THE PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

**LEGEND:**  
 O.R.B. OFFICIAL RECORDS BOOK  
 PG. PAGE  
 R/W RIGHT OF WAY



THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**GENERAL NOTES:**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 207 AS BEING NORTH 36°21'53" EAST.

**ETM**

**Surveying & Mapping, Inc.**  
 VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 Tel: (904) 642-8550 Fax: (904) 642-4165  
 Certificate of Authorization No.: LB 3624



Digitally signed by  
 Andrew O Knuppel

**ANDREW O. KNUPPEL**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE OF FLORIDA LS No. 6511

SCALE: 1"=40'  
 DATE: JUNE 20, 2023





**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:** October 3, 2023  
**SUBJECT:** Heartland Dental (ASBULT 2023000146)

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Heartland Dental.

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

State Road 207

Sembler Dr

Plaza Blvd

Fulkeston Way

Plaza Blvd



2023 Aerial Imagery

Date: 10/5/2023

Heartland Dental



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 herein.