

RESOLUTION NO. 2023-434

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND A TEMPORARY CONSTRUCTION EASEMENT FROM ANASTASIA MOSQUITO DISTRICT OF ST. JOHNS COUNTY FOR A RECLAIMED WATER TRANSMISSION MAIN TO BE LOCATED NEAR LAW ENFORCEMENT WAY.

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, Anastasia Mosquito District of St. Johns County has executed and presented to St. Johns 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 a reclaimed water transmission main to be located near Law Enforcement Way; and

WHEREAS, it is in the best interest of the public to accept this Easement for Utilities and Temporary Construction 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 and Temporary Construction Easement, attached and incorporated hereto, are hereby accepted by the Board of County Commissioners.

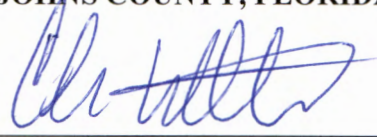
3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

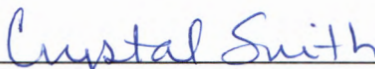
PASSED AND ADOPTED this 7th day of November, 2023.

**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

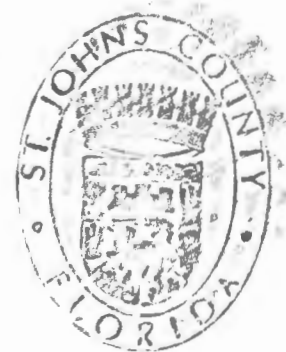


EXHIBIT "A" TO RESOLUTION

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

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2023 by ANASTASIA MOSQUITO DISTRICT OF ST. JOHNS COUNTY, with an address of 129 EOC Drive, St. Augustine, FL 32092, 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, and 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 prior approval, in writing of Grantor, in Grantor's sole 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) Grantor 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 any 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 to the condition existing prior to such installation, construction, repair, replacement or removal, and shall 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:

[Signature]

Witness Signature

Richard Weaver

Print Name

[Signature]

Witness Signature

Heather Keating

Print Name

**ANASTASIA MOSQUITO DISTRICT
OF ST. JOHNS COUNTY**

By: [Signature]

Print Name: GAYLE GARDNER

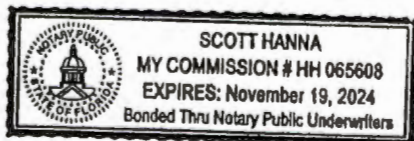
Title: CHAIRPERSON

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of October, 2023, by Oath Gayle Gardner, on behalf of Anastasia Mosquito District of St. Johns County, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public: [Signature]
My Commission Expires: 11/19/24



MAP SHOWING

A PART OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

PERMANENT UTILITY EASEMENT

A PART OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2574, PAGES 1558 THROUGH 1559 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 76 DEGREES 25 MINUTES 23 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 579.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 11 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LANDS, 18.10 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 54 SECONDS EAST, 269.60 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 06 SECONDS EAST, 28.91 FEET; THENCE NORTH 76 DEGREES 25 MINUTES 23 SECONDS EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID LANDS, 289.89 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LANDS; THENCE SOUTH 04 DEGREES 47 MINUTES 42 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LANDS, 15.18 FEET TO THE POINT OF BEGINNING.

NOTES:

- 1) THIS IS A MAP ONLY AND DOES NOT PURPORT TO REPRESENT A BOUNDARY SURVEY.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), EAST ZONE OF FLORIDA. AND REFERENCED TO THE SOUTHERLY LINE OF OFFICIAL RECORDS BOOK 2574, PAGE 1558, WHICH IS S 76°25'23"W.
- 3) SURVEY DATA SHOWN HEREON WAS TAKEN FROM DEGROVE SURVEYORS ROUTE SURVEY #2022203.
- 4) THE LEGAL DESCRIPTION WAS PREPARED BY THIS OFFICE AND IS SUBJECT TO RECORDING IN THE PUBLIC RECORDS.

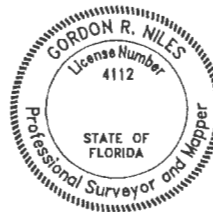
I CERTIFY TO: ST. JOHNS COUNTY

THAT THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052, F.A.C.

DEGROVE
Surveyors, Inc.

SIGNED GORDON R. NILES, FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 4112, L.B. # 4603

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722-0400



DATE: 09/09/2023 SCALE 1" = 100'

O.R.B. OFFICIAL RECORDS BOOK

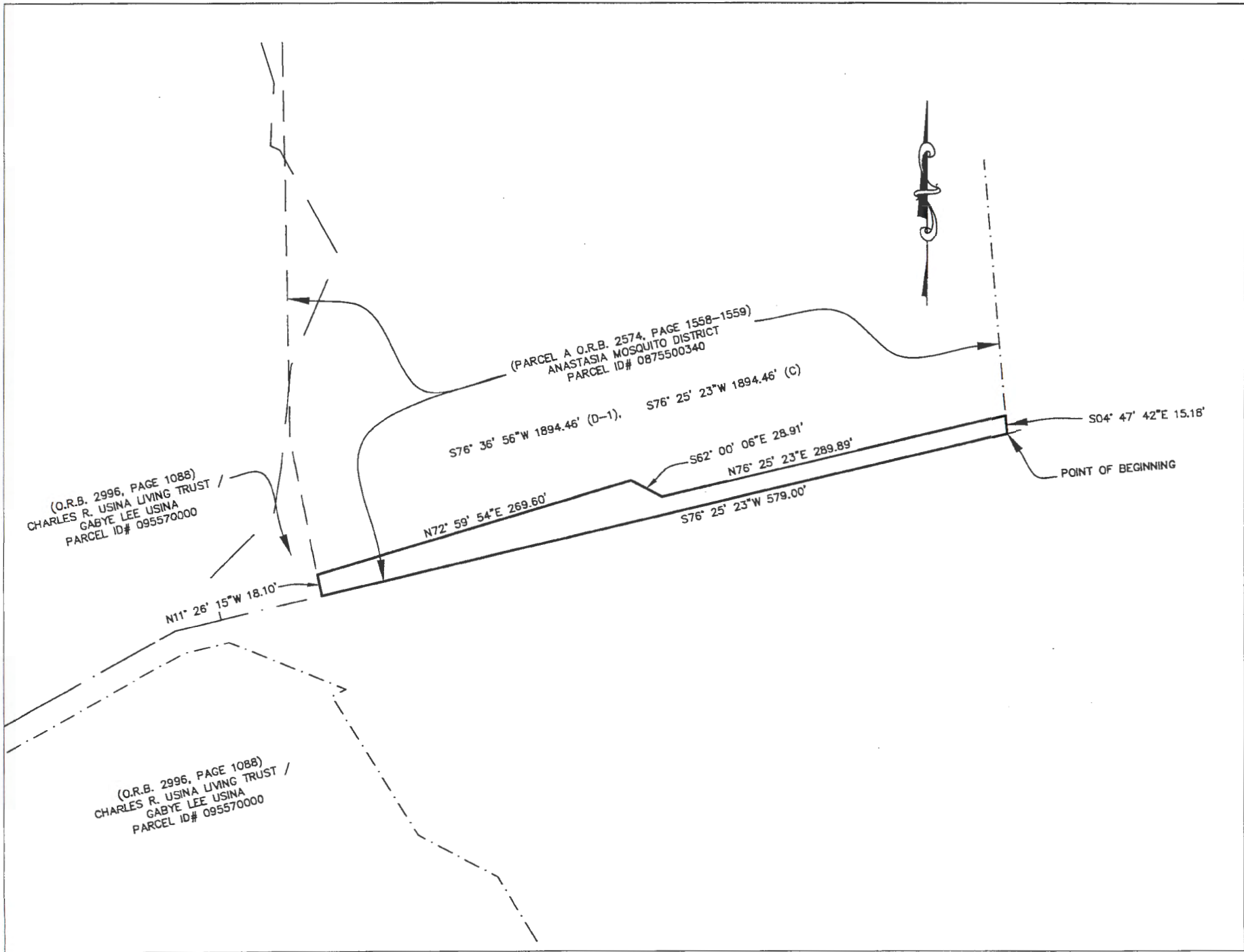


EXHIBIT "B" TO RESOLUTION

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

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT made this ____ day of _____, 2023, by and between **ANASTASIA MOSQUITO DISTRICT OF ST. JOHNS COUNTY**, with a principal address of 129 EOC Drive, St. Augustine, FL 32092, 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, as 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, as described and limited 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 will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor. 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 be valid only between the dates of (i) January 1, 2024 through March 31, 2024, or (ii) January 1, 2025 through March 31, 2025. Access to the Easement Area shall occur only at the southeast corner of Grantor's property along the existing fence on the east side of Grantor's property.


Grantee shall construct a gate at the entry point, which shall remain after project completion. No construction equipment taller than fifteen (15) feet above ground surface shall be stored on the Easement Property overnight. Placement of construction equipment taller than 15 feet above ground surface during working hours shall be coordinated with Grantor. Grantee shall restore the property to its original condition when the project is complete or this easement terminates, including but not limited to, refilling any holes or trenches in a proper and workmanlike manner, seeding and mulching, and 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. 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:

ANASTASIA MOSQUITO DISTRICT
OF ST. JOHNS COUNTY


Print Name: Richard Weaver

By: 
Print Name: GAYLE GARDNER
Title: CHAIRPERSON


Print Name: Heather Keating

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of October, 2023, by Oath Gayle Gardner, on behalf of Anastasia Mosquito District of St. Johns County, who is personally known to me or has produced _____ as identification.

(Notary Seal)

Notary Public: 
My Commission Expires: 11/19/24



MAP SHOWING

A PART OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

TEMPORARY CONSTRUCTION EASEMENT

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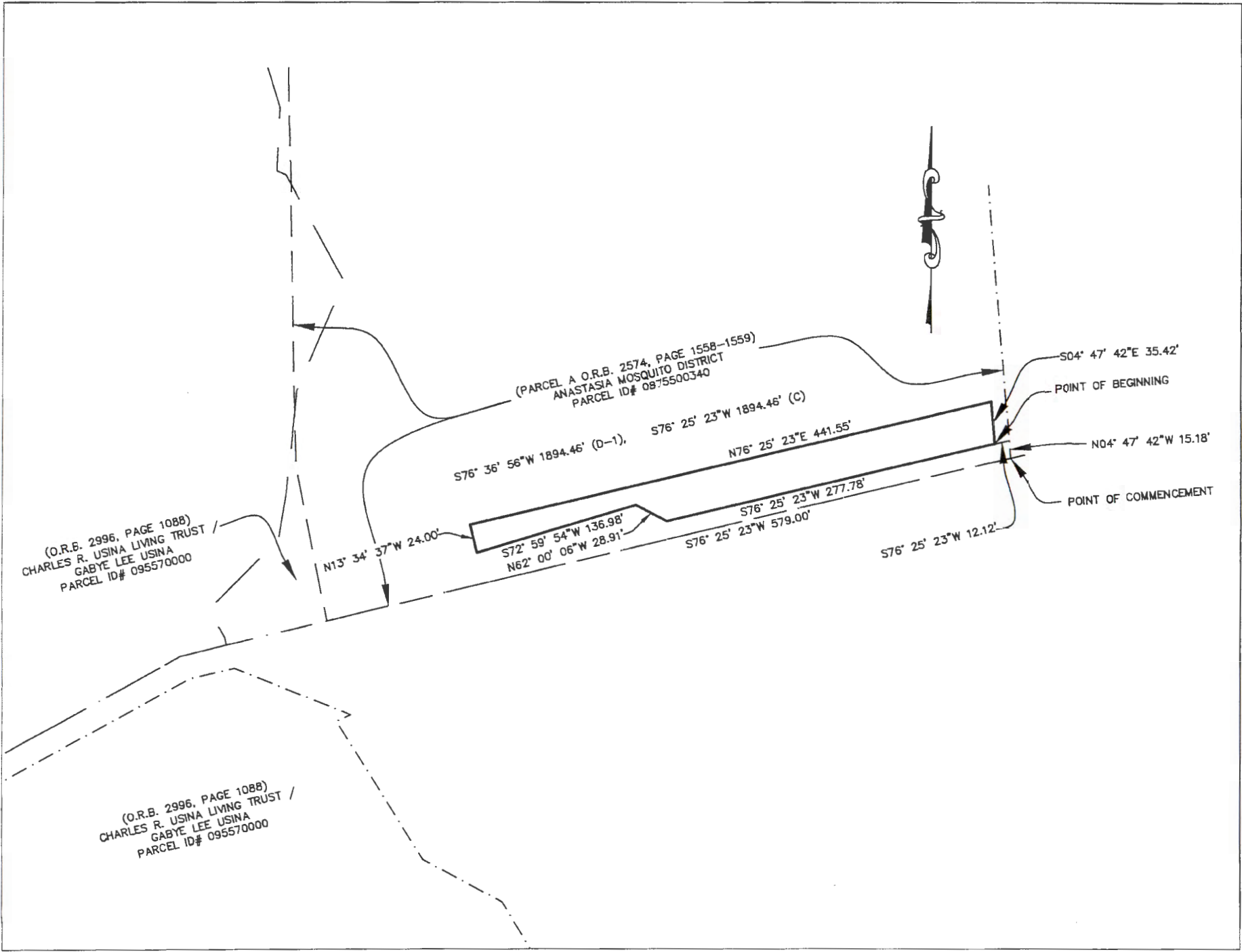
DEGROVE
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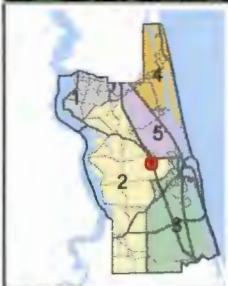
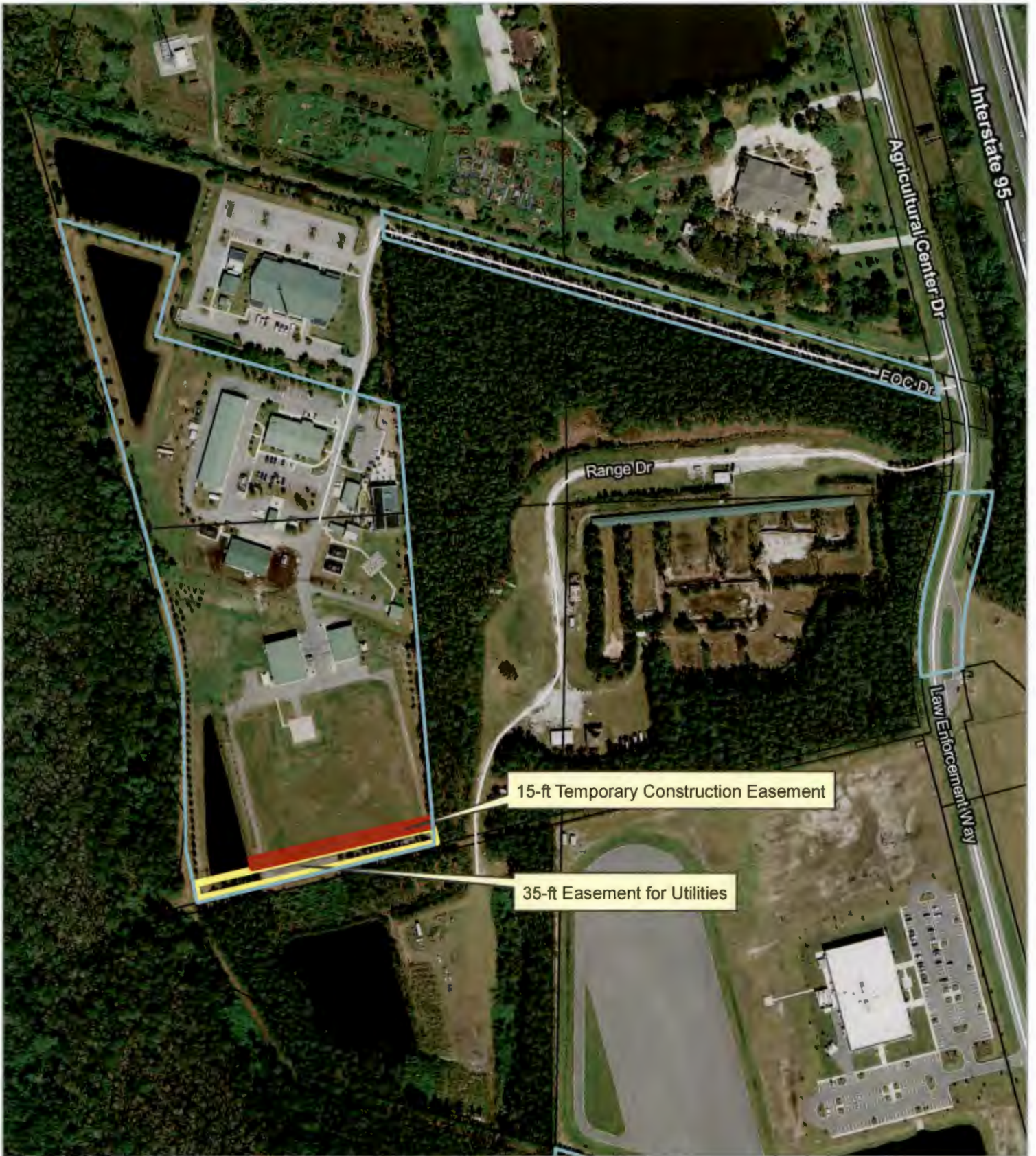
SIGNED: GORDON R. NILES, FLORIDA SURVEYOR AND MAPPER
REGISTRATION # 4112; L.B. # 4603

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722-0400

DATE: 09/09/2023 SCALE 1" = 100'

O.R.B. OFFICIAL RECORDS BOOK





2023 Aerial Imagery
Date: 10/13/2023

Anastasia Mosquito District
of St. Johns County

Easement for Utilities and
Temporary Construction Easement



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.