

RESOLUTION NO. 2024-545

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FROM SMITH BROTHERS ENTERPRISES, LLP FOR A WATER TRANSMISSION MAIN TO BE LOCATED ALONG GEORGE MILLER ROAD IN HASTINGS.

RECITALS

WHEREAS, Smith Brothers Enterprises, LLP has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, for installation of a water transmission main to be located along George Miller Road in Hastings; and

WHEREAS, the property is ideally located for placement of a water transmission main to provide additional potable water capacity to the Hastings downtown area and allow for future sewer force and concentrate mains. This new water main will improve the capacity of the transmission system in Hastings and provide commercial fire flow capabilities to the Hastings downtown area businesses; and

WHEREAS, the Easement for Utilities also provides St. Johns County the ability to install, construct, operate, maintain, repair, replace and/or remove pipes and mains constituting an underground gravity sewer collection system, sewer force main, or reuse system at this location if needed for future growth in the County; and

WHEREAS, it is in the best interest of the County to accept this Easement for Utilities for the health, safety and welfare of the citizens located within this service area.

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, attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

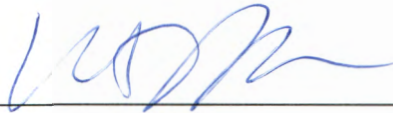
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

PASSED AND ADOPTED this 17th day of December, 2024.

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

Rendition Date DEC 17 2024

BY: 
Krista Joseph, Chair

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

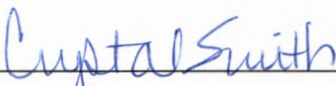

Deputy Clerk



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 _____, 2024 by **SMITH BROTHERS ENTERPRISES, LLP**, a Florida limited liability partnership, with an address of 8695 County Road 13 South, Hastings, FL 32145, 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, sewer force mains, reuse and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water, sewer and/or 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, sewer and/or 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, sewer and/or reuse 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 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) PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the 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 Grantee 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

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:

SMITH BROTHERS ENTERPRISES, LLP

[Signature]
Witness Signature

By: [Signature]

Brandon Austry
Print Name

Print Name: Zane W. Smith

103 Granada St East Palatka, FL

Title: [Signature]

Witness Address REQUIRED BUSINESS OR PERSONAL

[Signature]
Witness Signature

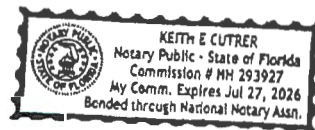
Winston Fletcher
Print Name

132 Francis Church rd
Palatka, FL 32177

Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF FLORIDA
COUNTY OF St Johns

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization, this 18th day of November, 2024, by Zane W Smith, who is personally known partner of Smith Brothers Enterprises, LLP. Such person is personally known to me or has produced _____ as identification.



Keith E Cutrer
Notary Public
My Commission Expires: _____

EXHIBIT "A"

EASEMENT AREA

A Part Of Section 20, Township 09 South, Range 28 East, Saint John's County, Florida, Being More Particularly Described As Follows:

For A Point Of Reference Commence At The Northwest Corner Of Said Section 20, Township 09 South, Range 28 East ; Thence South 89 Degrees 37 Minutes 09 Seconds East Along The North Line Of Said Section 20, A Distance Of 282.23 Feet; Thence Departing Said North Line South 00 Degrees 04 Minutes 34 Seconds East, A Distance Of 20.00 Feet To A Point On The Southerly Right-Of-Way Line Of George Miller Road (A Variable Width Right-Of-Way), Said Point Being The Northwesterly Corner Of Lands Described In Official Records Book 2423, Pages 1312 Through 1318 And The Northeasterly Corner Of Lands Described In Official Records Book 3770, Pages 81 Through 83 Of The Public Records Of St. Johns County, Florida, And The Point Of Beginning.

Thence South 89 Degrees 37 Minutes 09 Seconds East, Along Said Southerly Right-Of-Way Line Of George Miller Road, 440.74 Feet; Thence South 00 Degrees 22 Minutes 51 Seconds West, Departing Said Southerly Right-Of-Way Line, 20.00 Feet; Thence North 89 Degrees 37 Minutes 09 Seconds West, Along A Line Parallel To The Southerly Right-Of-Way Line Of George Miller Road, 440.74 Feet To The Westerly Line Of Said Lands Described In Official Records Book 2423, Pages 1312 Through 1318 ; Thence North 00 Degrees 22 Minutes 51 Seconds East, Along Said Easterly Line, 20.00 Feet To The Southerly Right-Of-Way Line Of Said George Miller Road And The Point Of Beginning.

The Land Thus Described Contains 0.20 Acres, More Or Less.

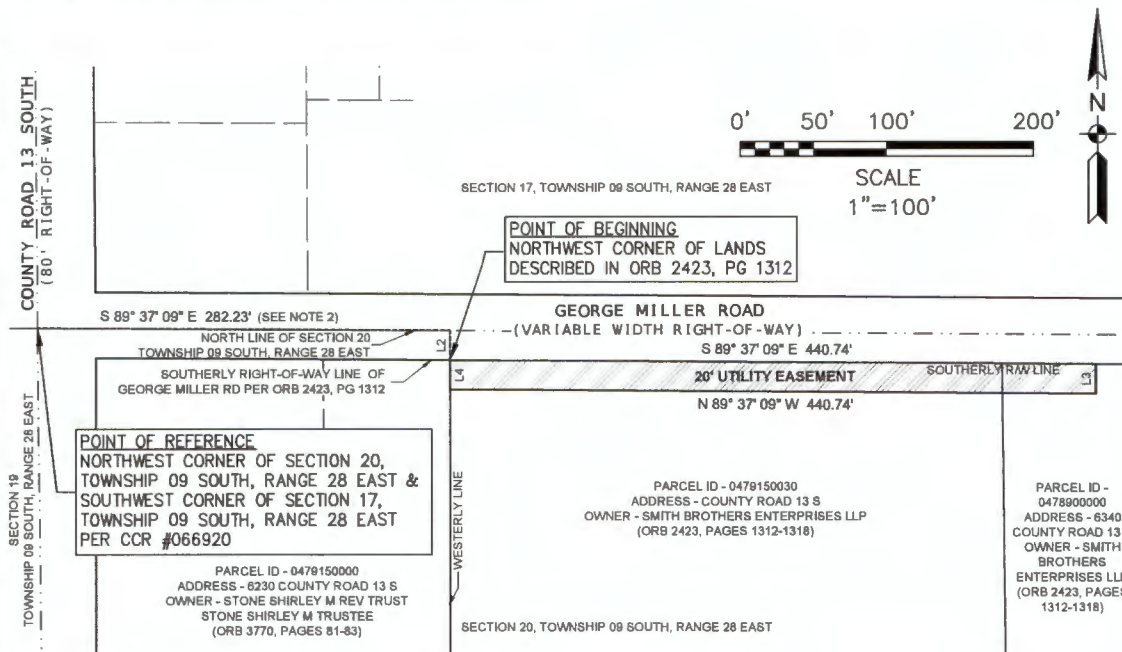
SKETCH AND LEGAL DESCRIPTION OF PROPOSED 20' UTILITY EASEMENT
A PART OF SECTION 20, TOWNSHIP 09 SOUTH, RANGE 28 EAST, SAINT JOHNS COUNTY, FLORIDA

A PART OF SECTION 20, TOWNSHIP 09 SOUTH, RANGE 28 EAST, SAINT JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20, TOWNSHIP 09 SOUTH, RANGE 28 EAST ; THENCE SOUTH 89 DEGREES 37 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 20, A DISTANCE OF 282.23 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00 DEGREES 04 MINUTES 34 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GEORGE MILLER ROAD (A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT BEING THE NORTHWESTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2423, PAGES 1312 THROUGH 1318 AND THE NORTHEASTERLY CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3770, PAGES 81 THROUGH 83 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND THE POINT OF BEGINNING.

THENCE SOUTH 89 DEGREES 37 MINUTES 09 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GEORGE MILLER ROAD, 440.74 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 51 SECONDS WEST, DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, 20.00 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 09 SECONDS WEST, ALONG A LINE PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF GEORGE MILLER ROAD, 440.74 FEET TO THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2423, PAGES 1312 THROUGH 1318 ; THENCE NORTH 00 DEGREES 22 MINUTES 51 SECONDS EAST, ALONG SAID EASTERLY LINE, 20.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GEORGE MILLER ROAD AND THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.20 ACRES, MORE OR LESS.



Line #	Length	Direction
L2	20.00'	S00°04'34\"E
L3	20.00'	S00°22'51\"W
L4	20.00'	N00°22'51\"E

SURVEYOR'S NOTES

- 1) THIS IS A SKETCH AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.
- 2) BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 20, TOWNSHIP 09 SOUTH, RANGE 28 EAST, WITH A BEARING REFERENCE (B.R.) OF SOUTH 89°37'09\" EAST PER OFFICIAL RECORDS BOOK 2423, PAGE 1312.
- 3) ALL DIMENSION SHOWN HEREON ARE IN FEET UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS AND CONTAINED IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

Randy L. Tompkins
 Randy L. Tompkins
 Florida Professional Surveyor and Mapper (PSM)
 No. 6503

Digitally Signed by
 Randy L. Tompkins
 Date: 2024.10.16
 10:19:05-04'00'



VICINITY MAP
 NOT TO SCALE



No.	Date	Revision	By	Date
6				10/16/2024
5				
4				
3				
2				
1				

Field Crew: N/A
 Drawn By: LMR
 Checked By: BF
 Approved By: RLT
 Job No. 21-0753.004

MAP SHOWING SKETCH AND LEGAL DESCRIPTION OF 20' UTILITY EASEMENT

Sheet No.
1 OF 1



Proposed 20 ft x 440 ft Easement for Utilities



2023 Aerial Imagery
Date: 11/25/2024

Easement for Utilities
George Miller Road
Smith Brothers Enterprises, LLP



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 herein.

[Previous on List](#)[Next on List](#)[Return to List](#)[Filing History](#)

No Authority Info

No Partner Info

No Name History

Partnership Name Search

Partnership Detail

Limited Liability Partnership Name

SMITH BROTHERS ENTERPRISES, LLP

Principal Address

8695 COUNTY ROAD 13 SOUTH
 HASTINGS, FL 32145
 Change Date: NONE

Filing Information

Document Number	LLP030003289
FEI/EIN Number	651211511
File Date	12/22/2003
State	FL
Total Pages	23
Pages in Original Filing	2
Florida Partners	NONE
Total Partners	1
Status	ACTIVE
Effective Date	NONE
Expiration Date	NONE
Name History	NONE

Registered Agent

SMITH ZANE W
 9150 COUNTY ROAD 13 SOUTH
 HASTINGS, FL 32145

Document Images

[12/22/2003 -- LLP](#)[02/05/2024 -- LLP Business Report](#)[05/05/2023 -- LLP Business Report](#)

- [03/07/2022 -- LLP Business Report](#)
- [05/20/2021 -- LLP Business Report](#)
- [04/27/2020 -- LLP Business Report](#)
- [04/30/2019 -- LLP Business Report](#)
- [05/01/2018 -- LLP Business Report](#)
- [04/19/2017 -- LLP Business Report](#)
- [05/05/2016 -- LLP Business Report](#)
- [05/01/2015 -- LLP Business Report](#)
- [03/17/2014 -- LLP Business Report](#)
- [05/03/2013 -- LLP Business Report](#)
- [04/30/2012 -- LLP Business Report](#)
- [07/19/2011 -- LLP Business Report](#)
- [04/26/2010 -- LLP Business Report](#)
- [04/30/2009 -- LLP Business Report](#)
- [05/30/2008 -- UNIFORM BUS REP](#)
- [04/05/2007 -- UNIFORM BUS REP](#)
- [09/20/2006 -- UNIFORM BUS REP](#)
- [02/16/2005 -- UNIFORM BUS REP](#)
- [03/24/2004 -- UNIFORM BUS REP](#)

[Previous on List](#) [Next on List](#) [Return to List](#)
[Filing History](#) [No Authority Info](#) [No Partner Info](#) [No Name History](#)