

**RESOLUTION NO. 2024-64**

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN AMENDED AND RESTATED EASEMENT AGREEMENT FOR UTILITIES FROM WEST SAINT AUGUSTINE LAND AND TIMBER, LLC AT THE INTERSECTION OF COUNTY ROAD 214 AND ALLEN NEASE ROAD.**

**RECITALS**

**WHEREAS**, West Saint Augustine Land and Timber, LLC has executed and presented to the County an Amended and Restated Easement Agreement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, at the intersection of County Road 214 and Allen Nease Road; and

**WHEREAS**, West Saint Augustine Land and Timber, LLC provided the County an Easement for Utilities on November 18, 2019, recorded at Official Records Book 4852 Page 584, conveying the right to install a water line; and

**WHEREAS**, the amendment is needed to add the right to install a sewer force main and/or a reuse line at the same location; and

**WHEREAS**, it is in the best interest of the County to accept this Amended and Restated Easement Agreement 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 Amended and Restated Easement Agreement for Utilities, attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

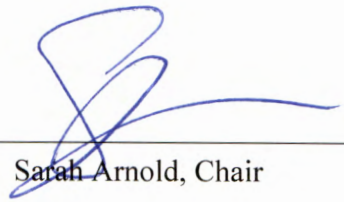
Section 3. To the extent that there are typographical, scrivener or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

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

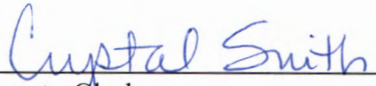
**PASSED AND ADOPTED** this 20th day of February, 2024.

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

Rendition Date: FEB 20 2024

By:   
Sarah Arnold, 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

### AMENDED AND RESTATED EASEMENT AGREEMENT FOR UTILITIES

THIS EASEMENT AGREEMENT executed and given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 grasses, hay, wildflowers 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, which will be reimbursed 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.

(f) Both parties agree to negotiate a Memorandum of Understanding for the disposal of reclaimed water along the Easement Area through connection points to the reclaimed water mains.

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.

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.

7. Grantor is providing this Easement to Grantee without financial consideration to assist St. Johns County. However, should St. Johns County, other utility or other entity at some later date attempt to acquire or otherwise take the lands or other rights or interests in the Easement Area by eminent domain for an expanded roadway or other public purpose, Grantee agrees that Grantor shall be entitled to its full compensation for such taking as provided under Florida law, without deducting for the Grantee's rights to utilize and occupy areas granted under this Easement. All of the compensation otherwise payable to the Grantee for Grantee's right to occupy and utilize the Easement Area shall be payable to Grantor. However, it is understood that in determining Grantor's compensation with respect to any such taking, Grantee retains all rights to recover its costs of moving, modifying or protecting the utilities, along with any other special or other damages of Grantee that are not includable in amounts payable to Grantor under the two preceding sentences. Grantor further agrees that it shall not contest the necessity of or valid public purpose for the taking of the areas covered by this Easement.

8. This Amended and Restated Easement Agreement for Utilities shall completely amend, restate and supercede that certain Easement for Utilities granted by Grantor to Grantee dated November 18, 2019 and recorded in Official Records Book 4852, Page 584 of the public records of St. Johns County, Florida.

*[End of page. Next Page is Signature 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:

**WEST SAINT AUGUSTINE LAND  
AND TIMBER LLC**

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me before me by means of  
 physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_, who  
is \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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: \_\_\_\_\_  
Joy Andrews, County Administrator

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness Address **REQUIRED** BUSINESS OR PERSONAL

**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 \_\_\_\_\_, 20\_\_ by Joy Andrews 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



**EXHIBIT "A"**

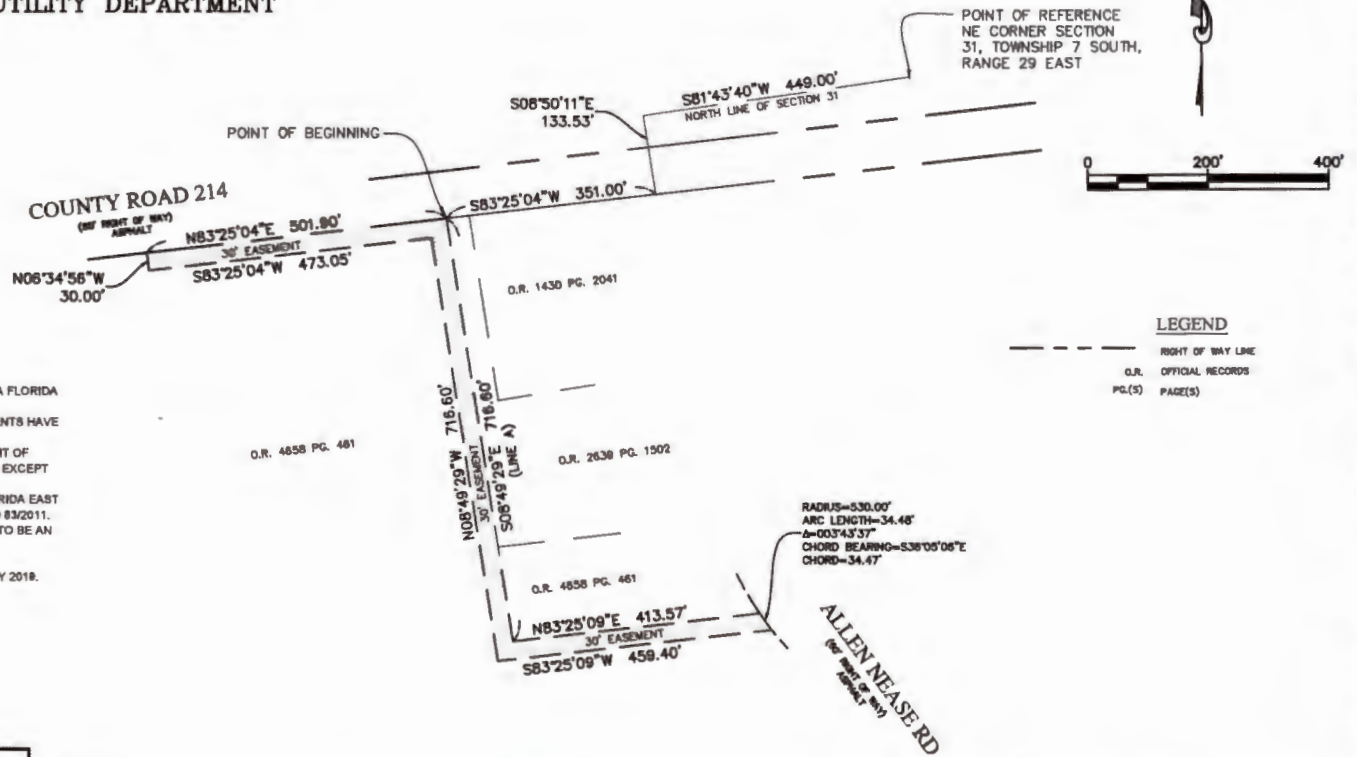
**EASEMENT AREA**

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 SAID SECTION 31; THENCE SOUTH  $81^{\circ}43'40''$  WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 449.00 FEET; THENCE SOUTH  $08^{\circ}50'11''$  EAST A DISTANCE OF 133.53.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 214, AS NOW ESTABLISHED, THENCE SOUTH  $83^{\circ}25'04''$  WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 351.00 FEET TO THE NORTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS 2639 PAGE 1502 OF SAID PUBLIC RECORDS, THE SAME BEING THE NORTHEASTERLY CORNER OF AFOREMENTIONED LANDS AS DESCRIBED IN OFFICIAL RECORDS 4658, PAGE 461 OF THE SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE SOUTH  $08^{\circ}49'29''$  EAST, ALONG THE WESTERLY LINE AND ITS SOUTHERLY PROLONGATION OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS 2639 PAGE 1502 (LINE "A"), A DISTANCE OF 716.60 FEET; THENCE NORTH  $83^{\circ}25'09''$  EAST A DISTANCE OF 413.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ALLEN NEASE ROAD, AS DESCRIBED IN OFFICIAL RECORDS 290, PAGE 688 OF SAID PUBLIC RECORDS AND A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 530.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 34.48 FEET; SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH  $36^{\circ}05'06''$  EAST AND A CHORD DISTANCE OF 34.47 FEET TO A POINT ON SAID CURVE; THENCE SOUTH  $83^{\circ}25'09''$  WEST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 459.40 FEET; THENCE NORTH  $08^{\circ}49'29''$  WEST, ALONG A LINE 30.00 FEET WEST OF AND PARALLEL TO AFOREMENTIONED LINE "A", A DISTANCE OF 716.60 FEET; THENCE SOUTH  $83^{\circ}25'04''$  WEST, ALONG A LINE 30.00 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 214, A DISTANCE OF 473.05 FEET; THENCE NORTH  $06^{\circ}34'56''$  WEST A DISTANCE OF 30.00 FEET; THENCE NORTH  $83^{\circ}25'04''$  EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 501.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.13 ACRES MORE OR LESS.

MAP SHOWING A SKETCH OF DESCRIPTION OF A  
 PORTION OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE  
 29 EAST, ST. JOHNS COUNTY, FLORIDA.  
 FOR: ST. JOHNS COUNTY UTILITY DEPARTMENT



SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2018.

AMENDMENTS

CR-214 & ALLEN NEASE RD

SKETCH OF DESCRIPTION

PATRICIA GAIL OLIVER, P.S.M.  
 NO. 4564  
 PROFESSIONAL SURVEYOR  
 AND MAPPER  
 SKETCH DATE: OCTOBER 24, 2019



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS  
 SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW  
 ST AUGUSTINE, FLORIDA 32084

Phone (904) 209-0770 Email: goliver@sjcfl.us

DRAWN BY: C.RILEY  
 FILE NUMBER: S-1034

SHEET NO. 1  
 OF 1



Water Plant Rd

County Road 214

Easement Area

Allen Nease Rd



2023 Aerial Imagery

Date: 1/12/2024

**West Saint Augustine  
Land and Timber, LLC**

**Amended and Restated  
Easement Agreement  
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 herein.