

RESOLUTION NO. 2025-3

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FROM WELLS FARGO BANK, N.A. AS TRUSTEE OF THE CHARLES R. USINA LIVING TRUST FOR A RECLAIMED WATER TRANSMISSION MAIN TO BE LOCATED WEST OF 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, Wells Fargo Bank, N.A., as Trustee of the Charles R. Usina Living Trust 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 west of Law Enforcement Way; 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 water distribution system, gravity sewer collection system or sewer force main at this location if needed in the future; and

WHEREAS, it is in the best interest of the public to accept the 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, 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 in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 21st day of January, 2025.

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

Rendition Date JAN 21 2025

By: 
Krista Joseph, Chair

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

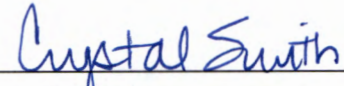

Deputy Clerk



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 _____, 2025 by **WELLS FARGO BANK, N.A., (formerly doing business as Wachovia Bank, N.A.), as TRUSTEE OF THE CHARLES R. USINA LIVING TRUST DATED SEPTEMBER 12, 1992**, 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 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 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. (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 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.


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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURES COMMENCE ON THE FOLLOWING PAGE.

Signed, sealed and delivered
In the presence of:

WELLS FARGO BANK, N.A., (formerly doing
business as Wachovia Bank, N.A.), Trustee of the
Charles R. Usina Living Trust dated
September 12, 1992


Witness Signature

Richard J. Wigli
Print Name

171 17th St NW

Atlanta, GA 30363
Witness Address REQUIRED BUSINESS OR PERSONAL

By: Caroline S. Thompson

Print Name: Caroline S. Thompson

Title: Vice President

Address: 171 17th St NW

Atlanta, GA 30363


Witness Signature

Raychelle Johnson
Print Name

171 17th St. ATL, GA 30363
Witness Address REQUIRED BUSINESS OR PERSONAL

STATE OF Georgia
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 18th day of December, 2024, by
Caroline Thompson, as Vice President of WELLS FARGO
BANK, N.A., on behalf of the Charles R. Usina Living Trust dated 9/12/1992, who is personally
known to me or has produced _____ as identification.

Notary Public: Raychelle Johnson
My Commission Expires: 1-30-2028

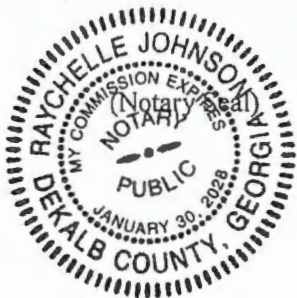


EXHIBIT "A"



SURVEYING & MAPPING

14775 Old St. Augustine Road, Jacksonville, Florida 32258

etminc.com | 904.642.8550

July 17, 2024

Work Order No. 24-395.00

File No. 130D-22.00A

Utility Easement 1

A portion of Section 18, Township 7 South, Range 29 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 975, page 1830, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Parcel A, as described and recorded in Official Records Book 3996, page 1402, of said Public Records, said corner lying on the Southerly line of those lands described and recorded in Official Records Book 874, page 1140, of said Public Records; thence Southwesterly, along said Southerly line, the following 4 courses: Course 1, thence South $76^{\circ}23'59''$ West, 1879.93 feet; Course 2, thence South $60^{\circ}47'34''$ West, 289.37 feet; Course 3, thence South $84^{\circ}12'53''$ West, 376.98 feet; Course 4, thence South $71^{\circ}35'40''$ West, 721.10 feet to a point lying on the Westerly line of those lands described and recorded in Official Records Book 4301, page 871, of said Public Records; thence North $11^{\circ}30'22''$ West, departing said Southerly line and along the Northerly prolongation of said Westerly line, 20.15 feet to a point lying on the Northerly line of said Official Records Book 874, page 1140 and the Point of Beginning.

From said Point of Beginning, thence South $71^{\circ}35'40''$ West, along said Northerly line, 213.76 feet to a point lying on the Easterly line of those lands described and recorded in Official Records Book 5668, page 568, of said Public Records; thence North $11^{\circ}20'14''$ West, departing said Northerly line and along said Easterly line, 20.15 feet; thence North $71^{\circ}35'40''$ East, departing said Easterly line, 213.70 feet to a point lying on the Westerly line of said Official Records Book 4301, page 871; thence South $11^{\circ}30'22''$ East, along said Westerly line, 20.15 feet to the Point of Beginning.

Containing 4275 square feet, more or less.



**SKETCH TO ACCOMPANY DESCRIPTION OF
A PORTION OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 29 EAST,
ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS
DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 975,
PAGE 1830, OF THE PUBLIC RECORDS OF SAID COUNTY,
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**

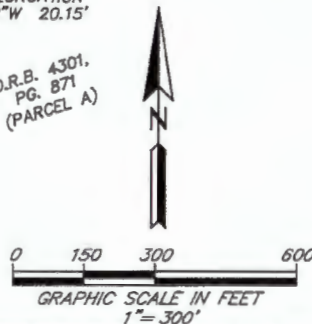
| LINE TABLE | | |
|------------|-------------|---------|
| LINE | BEARING | LENGTH |
| L1 | S71°35'40"W | 213.76' |
| L2 | N11°20'14"W | 20.15' |
| L3 | N71°35'40"E | 213.70' |
| L4 | S11°30'22"E | 20.15' |

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
SQ. FT. SQUARE FEET
L1 TABULATED LINE DATA



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 SOUTHERLY LINE OF O.R.B. 874, PG. 1140 AS BEING SOUTH 76°23'59" WEST.



ETM
SURVEYING & MAPPING

Trusted
Advisors,
Creating
Community.

14775 Old St. Augustine Rd.
Jacksonville, Florida 32258
Certificate of Authorization No: LB 3824

(904) 642-8550
www.etmnc.com

SCALE: 1"=300'
DATE: JULY 17, 2024

Digital Signature
Richard A. Berry, P.S.M.
RICHARD A. BERRY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 7045

July 17, 2024

Work Order No. 24-395.00

File No. 130D-22.00B

Utility Easement 2

A portion of Section 18, Township 7 South, Range 29 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 975, page 1830, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Northeasterly corner of Parcel A, as described and recorded in Official Records Book 3996, page 1402, of said Public Records, said corner lying on the Southerly line of those lands described and recorded in Official Records Book 874, page 1140, of said Public Records; thence South $76^{\circ}23'59''$ West, along said Southerly line, 1761.87 feet to a point lying on the Southerly prolongation of the Westerly line of those lands described and recorded in Official Records Book 2574, page 1558, of said Public Records; thence North $11^{\circ}26'56''$ West, departing said Southerly line and along said Southerly prolongation, 20.01 feet to a point lying on the Northerly line of said Official Records Book 874, page 1140 and the Point of Beginning.

From said Point of Beginning, thence South $76^{\circ}23'59''$ West, along said Northerly line, 82.66 feet to the Easterly line of those lands described and recorded in Official Records Book 4301, page 871, of said Public Records; thence North $13^{\circ}32'47''$ West, departing said Northerly line and along said Easterly line, 6.76 feet; thence North $28^{\circ}41'11''$ West, continuing along said Easterly line, 13.71 feet; thence North $76^{\circ}23'59''$ East, departing said Easterly line, 86.97 feet to the Westerly line of said Official Records Book 2574, page 1558; thence South $11^{\circ}26'56''$ East, along said Westerly line, 20.01 feet to the Point of Beginning.

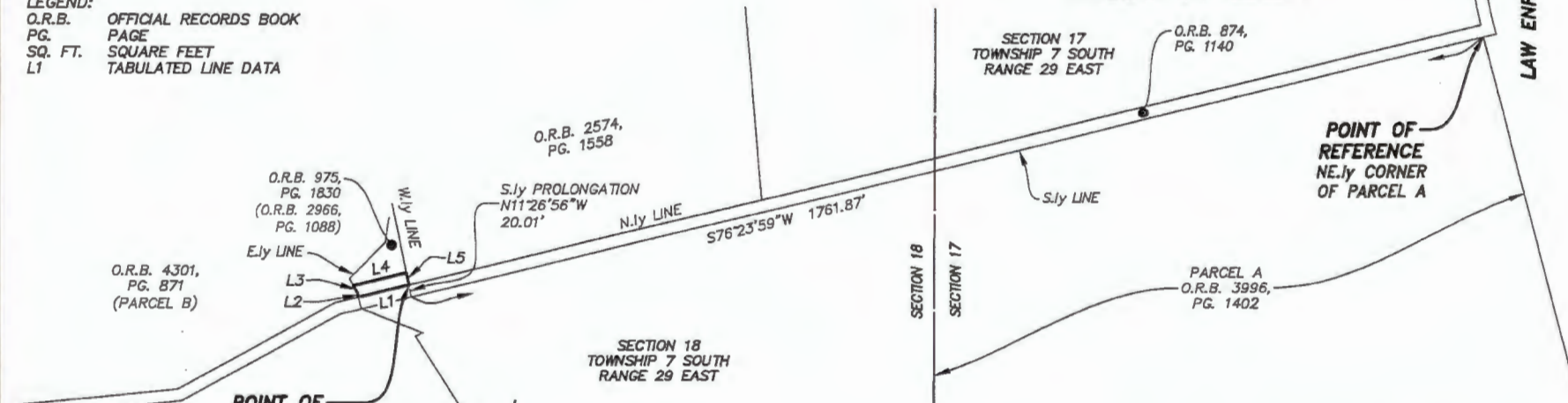
Containing 1684 square feet, more or less.



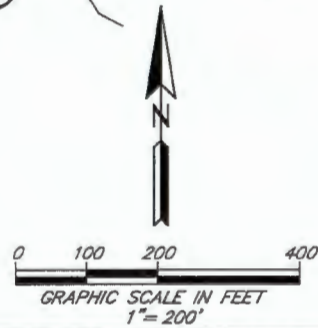
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| LINE TABLE | | |
|------------|-------------|--------|
| LINE | BEARING | LENGTH |
| L1 | S76°23'59"W | 82.66' |
| L2 | N13°32'47"W | 6.76' |
| L3 | N28°41'11"W | 13.71' |
| L4 | N76°23'59"E | 86.97' |
| L5 | S11°26'56"E | 20.01' |

LEGEND:
O.R.B. OFFICIAL RECORDS BOOK
PG. PAGE
SQ. FT. SQUARE FEET
L1 TABULATED LINE DATA



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SCALE: 1"=200'
DATE: JULY 17, 2024
RICHARD A. BERRY
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LS No. 7045



PIN 095570-0000
20 ft Utility Easement

PIN 095570-0000
20 ft Utility Easement



2024 Aerial Imagery

Date: 12/20/2024

EASEMENT FOR UTILITIES

**CHARLES R. USINA
LIVING TRUST**



**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.

SECRETARY'S CERTIFICATE

WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Bernadette Dooley, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and amended on March 31, 2023 and October 24, 2023, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Vice Chairman, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Senior Assistant Vice President, any Assistant Vice President, any Analyst, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

* * *

B. Vice Presidents and Above

RESOLVED, that any Senior Executive Officer, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance, improvement and/or operation of any real or personal

property owned, held or leased by the Bank for its own account; *provided, however,* that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.

2. Confidentiality agreements, bonds of indemnity and powers of attorney (including any instruments revoking such power of attorney); *provided, however,* that (a) proxies to vote stock in a corporation or to vote other interests in other legal entities or to service or enforce the Bank's rights with respect to real property and (b) stock and bond powers may also be signed as hereinafter provided.

C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

* * *

9. [Collateral, Trust, OREO, OCO and Other Property] Agreements, instruments and other documents to effect any sale or other disposition of any real or personal property currently held or originally acquired in connection with collateral for a loan or to effect any purchase or sale of real or personal property held or to be held in any fiduciary or other representative capacity; any and all leases, subleases, rental agreements and other contracts or instruments required to effect any lease, sublease or rental of any such property either for or by the Bank; and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance, improvement and/or operation of any real or personal property owned, held or leased by the Bank, however acquired (including without limitation, property acquired for use in the Bank's operations).


* * *

2. On the date hereof, that her title and facsimile signature appears beside her name, and that on said date she was duly authorized to act behalf of the Bank as set forth in the foregoing resolutions:

| Name | Title |
|----------------------|----------------|
| Caroline S. Thompson | Vice President |

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 13th day of March, 2024.





Bernadette Dooley, Assistant Secretary
Wells Fargo Bank, National Association