

RESOLUTION NO. 2025- 473

**RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING AN EASEMENT FOR UTILITIES FROM ST. JOHNS COUNTY TO THE CITY OF ST. AUGUSTINE AND AUTHORIZING THE CHAIR TO EXECUTE THE EASEMENT ON BEHALF OF THE COUNTY.**

**RECITALS**

**WHEREAS**, the City of St. Augustine, Florida (“City”) has requested an Easement for Utilities, attached hereto as Exhibit “A”, incorporated by reference and made a part hereof, across a portion of St. Johns County (“County”) property located on Marine Street; and

**WHEREAS**, the easement will allow the City to upgrade and maintain the water and sewer utilities that serve the Council on Aging and other properties within the area; and

**WHEREAS**, the County has authority to grant such rights, easements, permits, and privileges and it is found that it is necessary for the protection of the County and the public for the County to grant the City an easement for the purposes mentioned above.

**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 into the body of the Resolution and such Recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the Easement for Utilities and authorizes the Chair to execute the easement on behalf of the County.

Section 3. The Clerk is instructed to record the original Easement for Utilities in the public records of St. Johns County, Florida.

Section 4. 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.

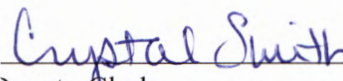
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 2nd day of December, 2025.

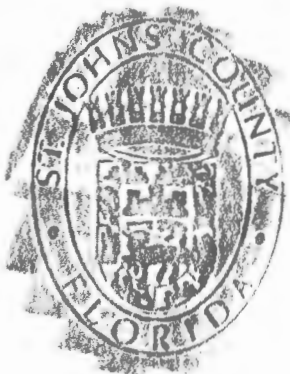
Rendition Date DEC 04 2025

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

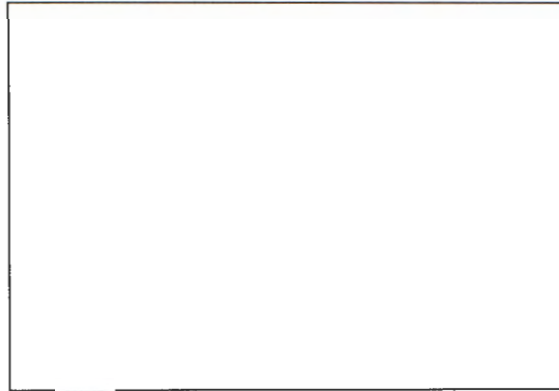
By:   
Krista Joseph, Chair

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

By:   
Deputy Clerk



This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida, 32085



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by **ST. JOHNS COUNTY, FLORIDA**, whose mailing address is 500 San Sebastian View, St. Augustine, Florida 32084, hereinafter called "GRANTOR", to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210, 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 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 main, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground utility services (hereinafter referred to as "UTILITY LINES AND ASSOCIATED EQUIPMENT") over and upon the real property described in **Exhibit "A"** attached hereto and incorporated herein (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. Such access shall be exercised only when necessary for inspection, maintenance, or repair and in a manner that minimizes interference with County operations. This easement is for water and sewer utility services only and does not convey any right to install other utilities over or upon the Easement Area, such as cable television service lines.

**TO HAVE AND TO HOLD**, unto GRANTEE, its 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) The 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, footings 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 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 another location acceptable to the GRANTEE upon written request of the GRANTOR to a location acceptable to the GRANTEE.. Upon completion of such relocation, 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.
- (e) GRANTEE shall at all times maintain safe and continuous access to, from, and across the Easement Area. Ingress and egress to the Grantor's adjoining property shall not be blocked or impeded at any time, except as may be temporarily and unavoidably necessary during active construction or, and only with prior written notice to and coordination with Grantor.
2. (a) WATER SYSTEM - The GRANTEE shall maintain all water mains and other elements of the water distribution system within the Easement Area..
- (b) GRAVITY SEWER SYSTEM - GRANTEE, shall maintain all sewer force mains and gravity sewer lines located within the EASEMENT AREA.
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, 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, 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 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 as of the day and year first above written.

**GRANTOR**  
**ST. JOHNS COUNTY, FLORIDA**

Signed, sealed and delivered in the presence of:

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

Witness: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

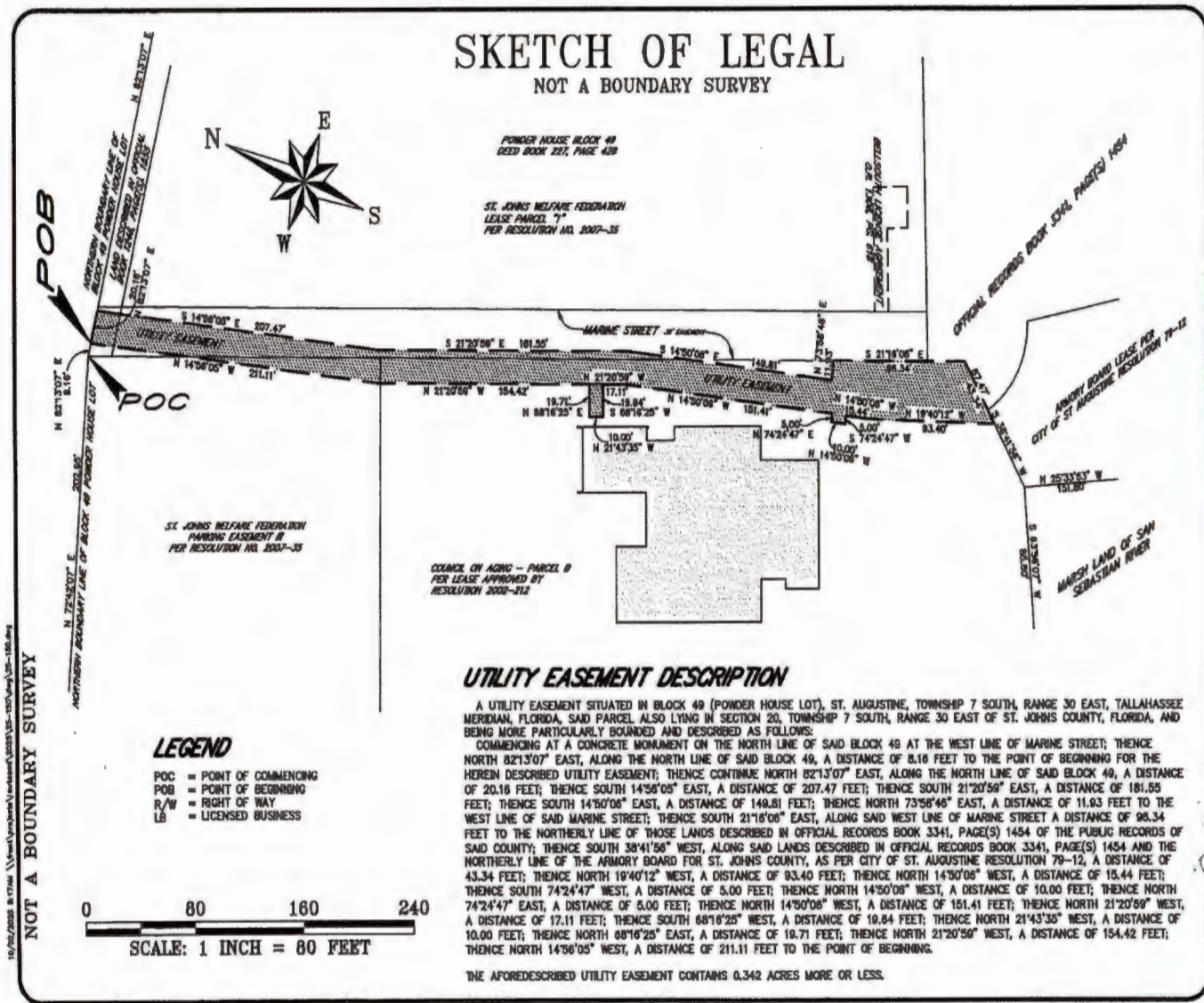
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, personally appeared before me, by means of  physical presence or  online notarization, \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

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



**UTILITY EASEMENT DESCRIPTION**

A UTILITY EASEMENT SITUATED IN BLOCK 49 (PONDER HOUSE LOT), ST. AUGUSTINE, TOWNSHIP 7 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, FLORIDA, SAID PARCEL ALSO LYING IN SECTION 20, TOWNSHIP 7 SOUTH, RANGE 30 EAST OF ST. JOHN'S COUNTY, FLORIDA, AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT ON THE NORTH LINE OF SAID BLOCK 49 AT THE WEST LINE OF MARINE STREET; THENCE NORTH 82°13'07" EAST, ALONG THE NORTH LINE OF SAID BLOCK 49, A DISTANCE OF 8.16 FEET TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED UTILITY EASEMENT; THENCE CONTINUE NORTH 82°13'07" EAST, ALONG THE NORTH LINE OF SAID BLOCK 49, A DISTANCE OF 20.16 FEET; THENCE SOUTH 14°56'05" EAST, A DISTANCE OF 207.47 FEET; THENCE SOUTH 21°20'59" EAST, A DISTANCE OF 181.53 FEET; THENCE SOUTH 14°56'05" EAST, A DISTANCE OF 149.81 FEET; THENCE NORTH 73°58'46" EAST, A DISTANCE OF 11.93 FEET TO THE WEST LINE OF SAID MARINE STREET; THENCE SOUTH 21°16'08" EAST, ALONG SAID WEST LINE OF MARINE STREET A DISTANCE OF 98.34 FEET TO THE NORTHERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3341, PAGE(S) 1454 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 38°41'56" WEST, ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3341, PAGE(S) 1454 AND THE NORTHERLY LINE OF THE ARMORY BOARD FOR ST. JOHN'S COUNTY, AS PER CITY OF ST. AUGUSTINE RESOLUTION 79-12, A DISTANCE OF 43.34 FEET; THENCE NORTH 19°40'12" WEST, A DISTANCE OF 83.40 FEET; THENCE NORTH 14°50'08" WEST, A DISTANCE OF 15.44 FEET; THENCE SOUTH 74°24'47" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 14°50'08" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 74°24'47" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 14°50'08" WEST, A DISTANCE OF 161.41 FEET; THENCE NORTH 21°20'59" WEST, A DISTANCE OF 17.11 FEET; THENCE SOUTH 68°16'25" WEST, A DISTANCE OF 19.84 FEET; THENCE NORTH 21°43'35" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 68°16'25" EAST, A DISTANCE OF 19.71 FEET; THENCE NORTH 21°20'59" WEST, A DISTANCE OF 154.42 FEET; THENCE NORTH 14°56'05" WEST, A DISTANCE OF 211.11 FEET TO THE POINT OF BEGINNING.

THE AFORESAID UTILITY EASEMENT CONTAINS 0.342 ACRES MORE OR LESS.

SKETCH OF LEGAL  
DATE: 10/02/2025  
SCALE: 1" = 80'  
JOB#: 25-150UTIL-ESMT

**ANCIENT CITY SURVEYORS**  
LD # 6177

**ACS**  
PROFESSIONAL  
LAND SURVEYORS

4485 U.S. HIGHWAY No. 1 SOUTH, SUITE 401  
ST. AUGUSTINE, FLORIDA 32086  
PHONE: 904-797-9967 FAX: 904-797-6027

**MICHAEL A. PIESCO PLS**  
Professional Land Surveyor #4786

SEAL: MICHAEL A. PIESCO  
STATE OF FLORIDA  
NO. 9793

DATE SIGNED: 10/2/25



**Subject Property**



Imagery Date: 12/2024  
Date: 10/30/2025

**Marine Street  
Easement for Utilities  
City of St. Augustine**



**Land Management  
Systems  
Real Estate Division  
(904) 209-0790**

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.