

RESOLUTION NO. 2026-255

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES ASSOCIATED WITH AN EXISTING PUMP STATION SERVICING SEAWATCH OF VILANO CONDOMINIUM ASSOCIATION, INC. LOCATED OFF COASTAL HIGHWAY.

RECITALS

WHEREAS, Seawatch of Vilano Condominium Association, Inc., a Florida not for profit corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, associated with an existing pump station servicing their condominium association located off Coastal Highway; 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, sewer force main, or reuse system at this location if needed in the future; 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 St. Johns County residents 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 4th day of August, 2026.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

Rendition Date AUG 04 2026

By: _____

Clay Murphy
Clay Murphy, Chair

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

By: _____

Crystal Smith
Deputy Clerk



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

EXHIBIT "A" TO RESOLUTION

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this ____ day of _____, 2026 by **SEAWATCH OF VILANO CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation, whose address is Seawatch Office, 2960 Coastal Highway, St. Augustine, FL 32084, 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, lift station, 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 reuse 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 reuse 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 and restore the sod to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be

responsible for 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. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence. Grantor shall be responsible for maintenance of any landscaping or fencing which may be located within or along the easement area.

4. Notwithstanding, Grantee's obligations are limited as set forth in Section 768.28, Florida Statutes, and nothing in this Easement shall be construed to extend the liabilities of Grantee beyond that provided in Section 768.28, Florida Statutes or be deemed as a waiver of Grantee's sovereign immunity beyond that provided in Section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything that might allow claims otherwise barred by sovereign immunity or operation of law.

5. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

6. 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:

Witness Signature

John Cochran
Print Name

146 MLK Jr Blvd

Monroe, GA 30655
Witness Address **REQUIRED BUSINESS OR PERSONAL**

Witness Signature

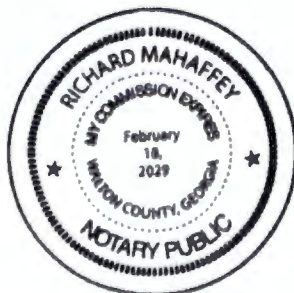
Justin Head
Print Name

146 MLK SR. Blvd

Monroe, GA 30655
Witness Address **REQUIRED BUSINESS OR PERSONAL**

STATE OF GA
COUNTY OF Walton

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of July, 2026, by James B. McCarthy, who is President of Seawatch of Vilano Condominium Association, Inc. Such person is personally known to me or has produced DL as identification.



Notary Public

My Commission Expires: 2/18/29

EXHIBIT "A"

EASEMENT AREA

A PORTION OF SECTION 4, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING A PORTION OF SEAWATCH OF VILANO A CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 647, PAGE 384 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID OFFICIAL RECORDS BOOK 647, PAGE 384; SAID POINT ALSO LYING ON THE EASTERLY RIGHT OF WAY LINE OF COASTAL HIGHWAY AS NOW ESTABLISHED; THENCE NORTH 73°26'53" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, AND ALONG THE NORTHERLY LINE OF SAID OFFICIAL RECORDS BOOK, A DISTANCE OF 25.00 FEET; THENCE SOUTH 16°33'07" EAST, DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 25.00 FEET; THENCE SOUTH 73°26'53" WEST, A DISTANCE OF 25.00 FEET TO ITS INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE, THENCE NORTH 16°33'07" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 25.00 FEET TO ITS INTERSECTION WITH SAID NORTHERLY LINE, AND THE AFOREMENTIONED NORTHWEST CORNER OF OFFICIAL RECORDS BOOK 647, PAGE 384; SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET, MORE OR LESS.



Imagery Date: 12/2024

Date: 7/10/2026

Easement for Utilities

**Seawatch of Vilano
Condominium
Association, Inc.**



**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.