

RESOLUTION NO. 2026-98

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING A GRANT OF UTILITY EASEMENT FROM PONTE VEDRA CORPORATION, INC. TO ST. JOHNS COUNTY REQUIRED FOR THE PONTE VEDRA BOULEVARD DRAINAGE IMPROVEMENT PROJECT.

WHEREAS, Ponte Vedra Corporation, Inc., a Florida corporation, has executed and presented to St. Johns County a Grant of Utility Easement, attached hereto as Exhibit "A", incorporated by reference and made a part hereof; and

WHEREAS, the easement will allow the County to perform drainage improvements and future maintenance of drainage facilities in connection with the Ponte Vedra Boulevard Drainage Improvement Project; and

WHEREAS, it is in the best interest of the County to accept the Grant of Utility Easement for the health, safety and welfare of the citizens of this 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 Board of County Commissioners hereby accepts the Grant of Utility Easement for the purposes mentioned above.

Section 3. The Clerk is instructed to record the original Grant of Utility Easement in the Official Records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/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 7th day of April, 2026.

Rendition Date APR 08 2026

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Clay Murphy
Clay Murphy, Chair

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

By: Arthur K. Allen
Deputy Clerk

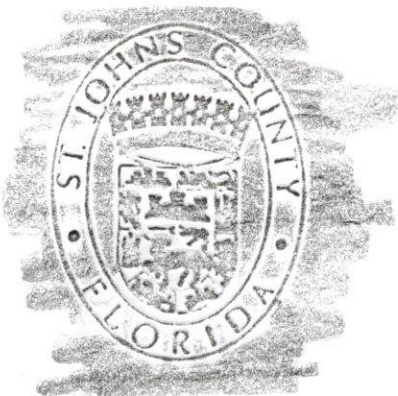


Exhibit "A" to the Resolution

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

GRANT OF UTILITY EASEMENT
(Drainage Facilities – Ponte Vedra Boulevard)

THIS EASEMENT this 23rd day of February, 2026, by and between **PONTE VEDRA CORPORATION, INC.**, a Florida corporation, whose address is 200 Ponte Vedra Boulevard, Ponte Vedra Beach, Florida 32082-1810, grantor and **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, 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 is the owner of certain real property located in St. Johns County, Florida and more particularly described on **Exhibit A** attached hereto ("Grantor's Property").

2. Grantor does hereby grant, bargain, sell, alienate, remise, release, convey and confirm unto Grantee, its successors and assigns, an unobstructed right-of-way and perpetual easement with the right, privilege and authority to said grantee, its successors and assigns, to construct, lay, maintain, improve and/or repair either above or below the surface of the ground, drainage facilities and utilities on, along, over, through, across or under a portion of Grantor's Property more particularly described on **Exhibit B** 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 drainage 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, 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.

1. 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 irrigation improvements.

(b) All drainage facilities and utility improvements 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 any 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 Grantor bears the cost of relocating the underground drainage facilities and utilities located within the Easement area. At Grantor's request, and upon relocation of such drainage facilities and utilities 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 use commercially reasonable efforts to use the easement in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operation of Grantor or its permittees business conducted on Grantor's Property, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

2. After any installation, construction, repair, replacement or removal of any drainage facilities and utilities or equipment as to which easement rights are granted, Grantee, at its sole cost and expense, shall repair any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, and shall replace any landscaping, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of drainage facilities and utilities or equipment to preexisting condition to the greatest extent possible.

3.

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. The County's liability is limited in an amount not to exceed the monetary limits on liability set forth in Section 768.28, Florida Statutes, as this statute may be amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this contractual agreement to indemnify.

4. Except as specifically granted herein, Grantor, its successor and assigns, shall retain full use and control of the Easement; provided that no use of the Easement Parcel by Grantor shall unreasonably interfere with the Grantee's use as herein permitted.

5. This Grant of Easement shall inure to the benefit of and be 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.

IN WITNESS WHEREOF, grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in our presence as Witnesses:

GRANTOR:
PONTE VEDRA CORPORATION, INC.,
a Florida corporation

(sign) [Signature]
(print) Linda M Proctor
(Address) 9540 SAN JOSE BWO
JAK FL 32257

By: [Signature]
Name: William S. Ackland, Jr.
Its: Vice President

(sign) [Signature]
(print) Jesse Vernon
(Address) 9540 SAN JOSE BWO
JAK FL 32257

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23RD day of FEBRUARY, 2026, by William S. Ackland, Jr., as Vice President of Ponte Vedra Corporation, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



[Signature]
Notary Public
My Commission Expires: _____

Exhibit "A"

MAP SHOWING A SKETCH & DESCRIPTION OF

A PORTION OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER LOT 1, BLOCK 4, AS SHOWN ON THE PLAT OF PONTE VEDRA, AS RECORDED IN MAP BOOK 5, PAGE 6 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTH 76°32'18" WEST, 36.71 FEET; THENCE SOUTH 35°47'15" WEST, 83.49 FEET; THENCE NORTH 54°12'45" WEST, 20.00 FEET; THENCE NORTH 35°47'15" EAST, 90.91 FEET TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED "WATER TANK SITE", AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1700, PAGE 112 OF SAID PUBLIC RECORDS; THENCE NORTH 76°32'18" EAST, ALONG LAST SAID LINE, AND ALONG ITS EASTERLY PROLONGATION THEREOF, A DISTANCE OF 44.14 FEET TO THE WESTERLY BOUNDARY OF SAID PONTE VEDRA; THENCE SOUTH 13°27'42" EAST, ALONG LAST SAID LINE, 20.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 2,553 SQUARE FEET, OR 0.06 ACRES, MORE OR LESS.

SURVEYORS NOTES:

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE WESTERLY BOUNDARY OF PONTE VEDRA, RECORDED IN MAP BOOK 5, PAGE 6, AS SOUTH 13°27'42" EAST. BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 901, NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT, AS DERIVED FROM THE TRIMBLE VIRTUAL REFERENCE STATION NETWORK.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS IS A COPYRIGHTED DOCUMENT; NO PORTION OF IT MAY BE REPRODUCED, WHOLLY OR IN PART, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF SMITH SURVEYING GROUP.
4. THIS MAP DOES NOT REFLECT OR DETERMINE OWNERSHIP.
5. THIS MAP IS CERTIFIED ONLY TO THE NAMED PARTIES HEREON AND MAY NOT BE TRANSFERRED TO ANY THIRD PARTIES OR SUCCESSORS IN TITLE.
6. ALL PROPERTY LINES SHOWN HEREON ARE FOR GRAPHICAL PURPOSES ONLY, NO BOUNDARY SURVEYING SERVICES PROVIDED.

20' DRAINAGE EASEMENT
PID 0509100000

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



SMITH SURVEYING GROUP

FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 8368
9770 BAYMEADOWS ROAD, SUITE 125
JACKSONVILLE, FLORIDA 32256
TJS@smithsurvey.net PH# (904)260-6300
© COPYRIGHT 2026: SMITH SURVEYING GROUP

DocuSigned by:

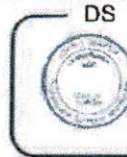
John Marsh

FD84B872A87B4E4...

THOMAS J. SMITH
FL PSM NO. 6500

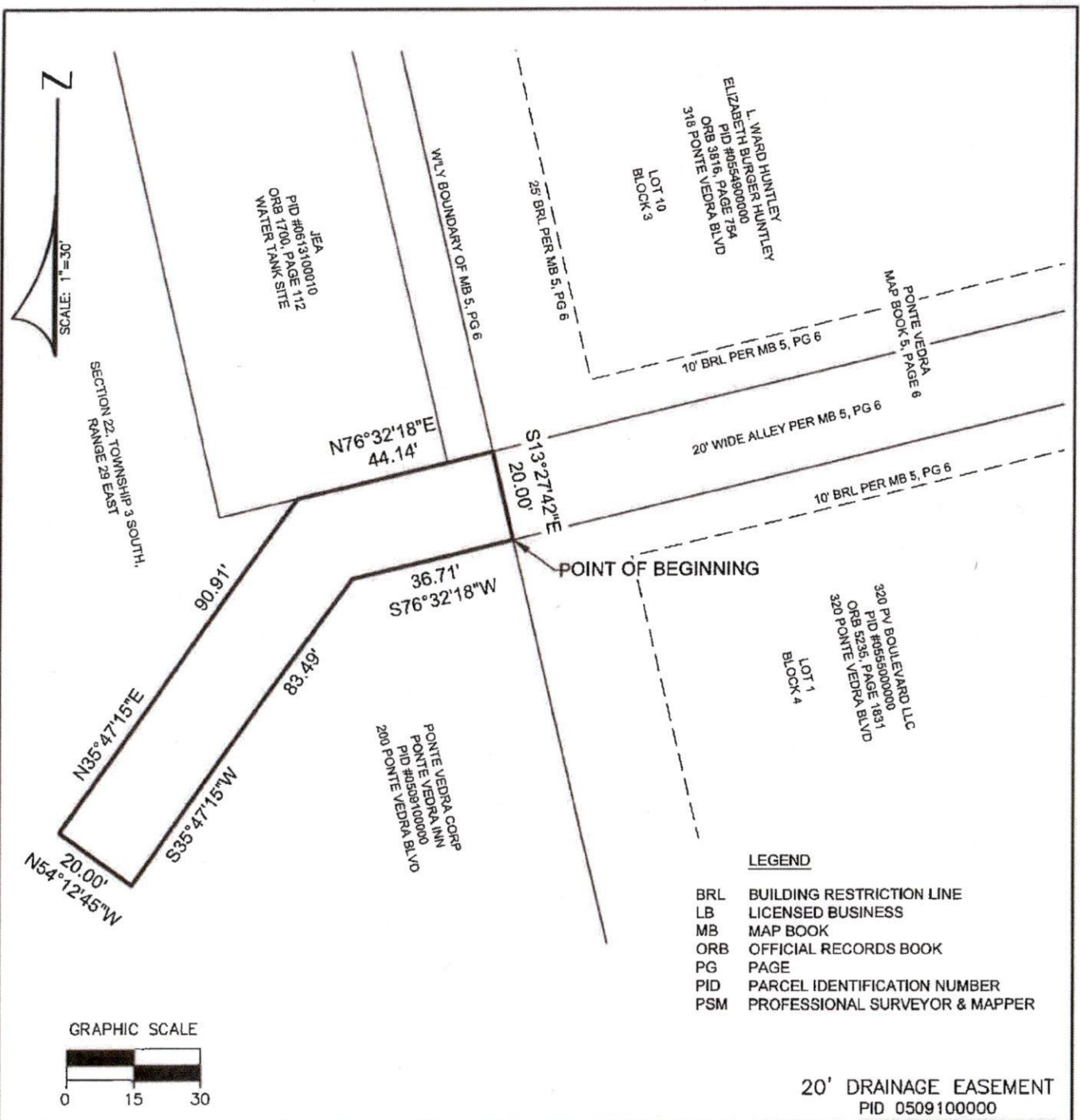
JOHN L. MARSH
FL PSM NO. 6542

DATE SIGNED:



PREPARED FOR:	EISMAN & RUSSO, INC
DATE:	1-12-26
WORK ORDER NO.:	553-24
PROJECT NUMBER:	43224
SHEET	1 OF 2 SHEETS
DRAWING NO.	43224 ESM TI

CADD TECH: MMS



N
SCALE: 1" = 30'

SECTION 22, TOWNSHIP 3 SOUTH,
RANGE 29 EAST

JEA
PID #0613100010
ORB 1700, PAGE 112
WATER TANK SITE

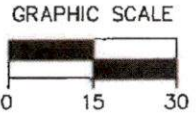
L. WARD HUNTLEY
ELIZABETH BURGER HUNTLEY
PID #0554900000
ORB 3816, PAGE 754
318 PONTE VEDRA BLVD
LOT 10
BLOCK 3

PONTE VEDRA
MAP BOOK 5, PAGE 6

320 PV BOULEVARD, LLC
PID #0555000000
ORB 5235, PAGE 1831
320 PONTE VEDRA BLVD
LOT 1
BLOCK 4


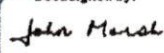
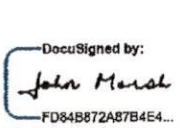

PONTE VEDRA CORP
PONTE VEDRA INN
PID #0509100000
200 PONTE VEDRA BLVD

- LEGEND**
- BRL BUILDING RESTRICTION LINE
 - LB LICENSED BUSINESS
 - MB MAP BOOK
 - ORB OFFICIAL RECORDS BOOK
 - PG PAGE
 - PID PARCEL IDENTIFICATION NUMBER
 - PSM PROFESSIONAL SURVEYOR & MAPPER

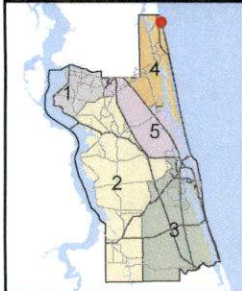


20' DRAINAGE EASEMENT
PID 0509100000

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

 SMITH SURVEYING GROUP FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB 8368 9770 BAYMEADOWS ROAD, SUITE 125 JACKSONVILLE, FLORIDA 32256 TJS@smithsurvey.net PH# (904)260-6300 © COPYRIGHT 2026: SMITH SURVEYING GROUP	DocuSigned by:  FD84B872A87B4E4...	PREPARED FOR: EISMAN & RUSSO, INC
		DATE: 1-12-26
	THOMAS J. SMITH FL PSM NO. 6500	WORK ORDER NO.: 553-24
	DATE SIGNED:	PROJECT NUMBER: 43224
		SHEET 2 OF 2 SHEETS
JOHN L. MARSH FL PSM NO. 6542		DRAWING NO. 43224 ESMT1

CADD TECH: MMS



Imagery Date: 12/2024

Date: 3/4/2026

Ponte Vedra Boulevard Drainage Improvement Project

Grant of Utility Easement



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.