

RESOLUTION NO. 2012- 232

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SERVE MARSH LANDING AT SAWGRASS UNIT 23, 25 AND 27 IN PONTE VEDRA.**

**RECITALS**

**WHEREAS**, Marsh Landing at Sawgrass Homeowners Association III, Inc., a Florida non 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, for water and sewer service to serve Marsh Landing at Sawgrass Unit 23, 25 and 27 in Ponte Vedra; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the document mentioned above, as stated in a memo attached hereto as Exhibit "B," incorporated by reference and made a part hereof.

**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. The Clerk of the Circuit Court 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 scrivener's, typographical 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 this 4<sup>th</sup> day of September, 2012.

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

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

J. Ken Bryan, Chair

**ATTEST:** Cheryl Strickland, Clerk

By: Wenne King  
Deputy Clerk

RENDITION DATE 09/06/12

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 22<sup>nd</sup> day of July, 2012 by **MARSH LANDING AT SAWGRASS HOMEOWNERS ASSOCIATION III, INC.**, a Florida non-profit corporation, with an address of 4200 Marsh Landing Blvd., Suite 200, Jacksonville Beach, Florida 32250, 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, alien, 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 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. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. This easement is for water and/or sewer utility services only and this easement does not convey any right to install other utilities such as, without limitation, cable television service lines.

**TO HAVE AND TO HOLD**, unto Grantee, its successors and assigns for the stated 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 an inferior easement and it is granted subject to those existing covenants, restrictions, easements, liens and encumbrances of record, as they might be supplemented or amended from time to time, and which said covenants, restrictions, easements, liens and encumbrances of record are superior and they are not intended to be abrogated or modified by the grant of this limited purpose easement.

(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 and foundations, footing and/or anchors for surface improvements.

(b) All of Grantee's 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 associated equipment 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 associated equipment 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, of Grantee and the residential or commercial improvements, served by the utility system. 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) **GRAVITY SEWER SYSTEM** - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole to manhole" and it 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 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, unless said laterals and/or their connections to the sewer mains are damaged<sup>1</sup>, repaired or replaced as part of routine or emergency maintenance by the Grantee in connection with work performed on the sewer mains "manhole to manhole" or caused by normal aging, in which case the Grantee will insure that the sewer lateral lines are properly (re) connected back to the "main" sewer lines and restored to their original working condition." Additionally, the Grantee shall be responsible for the removal, remediation, and/or clean up of any "effluent" or hazardous chemicals spilled or leaked into, without limitation, any ground, ditches, storm drains, or surface water bodies as a result of any work done by Grantee on the sewer main lines, Sewer Service Laterals or Sewer Service Laterals connections.

3. After installation, construction, repair, replacement or removal of any utility lines or associated equipment as to which rights are granted, Grantee shall refill

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<sup>1</sup> Damage shall include structural damage that is caused by normal aging of the system.

any holes or trenches in a proper workman like manner to the condition existing immediately prior to such installation, construction, repair, replacement or removal in compliance with the current County Standards existing immediately prior to such installation, construction, repair, replacement or removal. This shall include asphalt, sod and sidewalks. The Grantor shall restore any landscaping, planting, decorative paving, and other surface improvements, including without limitation, all surface improvements above the current County Standard existing immediately prior to such installation, construction, repair, replacement or removal by Grantee. In the case of "stamped concrete", pavers or similar roadway or sidewalk surfaces (i.e. improvements above "county standard"), installed on the surface area removed and/or damaged during Grantee's repair work, Grantee will prepare the final (i.e. top layer) subsurface layer in a manner to make it ready for replacement of the stamped concrete, pavers etc. by the Grantor. To the extent permitted by law, however Grantee shall be responsible for damage(s) to improvements that are caused by Grantee's negligence.

4. Grantee warrants to Grantor that any work and its corresponding remedy, without limitation, done by Grantee, its successors and assigns, and its agents and contractors/subcontractors/independent contractors shall comply with all applicable Local, Municipal<sup>2</sup>, State and Federal Regulations as they concern this grant of easement and that time is of the essence as to each and every repair such that undue delay shall not be taken before any work and its corresponding remedy is completed.

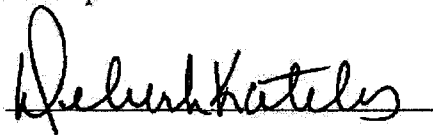
5. This Grant of Easement shall inure to the benefit of and be binding upon Grantee and its successors and assigns.

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.

7. This Grant of Easement was prepared jointly by the Parties, and any uncertainty or ambiguity, or both, shall not be interpreted against the Grantor or Grantee.

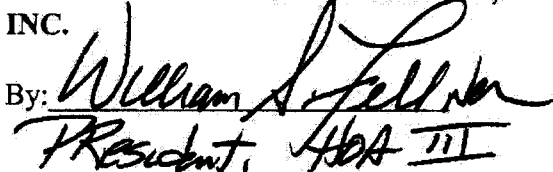
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:



MARSH LANDING AT SAWGRASS  
HOMEOWNER ASSOCIATION III,  
INC.

By:

  
President, HOA III

<sup>2</sup> This includes those matters that are related to, managed or regulated by St. Johns River Water Management District.

Deborah Koteles  
Print Name

SPatricia McInerney  
Witness

SPatricia McInerney  
Print Name

State of Florida  
County of ST. JOHNS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 2012, by WILLIAM S. FELLNER who is personally known to me or has produced \_\_\_\_\_ as identification.

Karen B. Arfkin  
Notary Public



EXHIBIT "A" to EASEMENT

EASEMENT AREA

The Easement area granted by this document shall include all project roads and drives, all areas designated "utility easement areas", all within the plat of Marsh Landing at Sawgrass Unit 23, recorded in Map Book 25 Pages 101-104 of the public records of St. Johns County, Florida; and

The Easement area granted by this document shall include all project roads and drives, all areas designated "utility easement areas", all within the plat of Marsh Landing at Sawgrass Unit 25, recorded in Map Book 26 Pages 54-57 of the public records of St. Johns County, Florida; and

The Easement area granted by this document shall include all project roads and drives, all areas designated "utility easement areas", all within the plat of Marsh Landing at Sawgrass Unit 27, recorded in Map Book 28 Pages 13-18, of the public records of St. Johns County, Florida.



**St. Johns County Board of County Commissioners**

Utility Department

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**INTEROFFICE MEMORANDUM**

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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Karri Thomas, Asset Management Tech  
SUBJECT: Marsh Landing at Sawgrass Unit 23, 25 and 27  
DATE: July 27, 2012

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Marsh Landing at Sawgrass Unit 23, 25 and 27.

After acceptance by BCC, please provide the Utility Department with a copy of the adopted Resolution and a copy of the recorded Easement for our files.

Your support and cooperation as always are greatly appreciated.