

RESOLUTION NO. 2014- 227

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT FOR UTILITIES AND AN AMENDED AND RESTATED EASEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO SERVE MULTIPLE UNITS WITHIN INNLET BEACH SUBDIVISIONS LOCATED IN PONTE VEDRA.

RECITALS

WHEREAS, Sawgrass Players Club Association, Inc., a Florida non-profit corporation, 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, and an Amended and Restated Easement for Utilities, attached hereto as Exhibit "B", incorporated by reference and made a part hereof, for water and sewer service to service multiple units within Innlet Beach Subdivisions; and

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

WHEREAS, it is in the best interest of the County to accept the easements for the health, safety and welfare of its citizens.

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 and Amended and Restated Easement for Utilities, attached hereto, are hereby accepted by the Board of County Commissioners.

Section 3. The Clerk is instructed to record the original Easement for Utilities and Amended and Restated 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 by the Board of County Commissioners of St. Johns County, Florida, this 2nd day of September, 2014.

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

By: _____

John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

Ram Haltermen

Deputy Clerk

RENDITION DATE 9/4/14

Exhibit "A" to Resolution

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13th day of May, 2014 by **SAWGRASS PLAYERS CLUB ASSOCIATION, INC.** a Florida non-profit corporation, with an address of 4200 Marsh Landing Boulevard, 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, Florida 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 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 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 and foundations, footing 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 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 acknowledges that Grantee shall not be responsible for maintaining any water lines between the water meter and the improvements served by the utility system and that such lines shall be the maintenance responsibility of the owners of individual lots or parcels served by such lines.

(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", but shall not include a responsibility for maintenance of sewer service laterals. Grantor acknowledges that such sewer service laterals shall be the maintenance responsibility of the owners of the individual lots or parcels served by such sewer service laterals.

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, but Grantee shall not 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.

Signed, sealed and delivered
In the presence of:

**SAWGRASS PLAYERS CLUB
ASSOCIATION, INC.**

[Signature]
Witness

By: W. Raymond C. Ford
Its: PRESIDENT

KRISTEN RICHARD
Print Name

[Signature]
Witness

VICTORIA MICKLER
Print Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13 day of May, 2014, by W. Raymond C. Ford as _____ of **THE SAWGRASS PLAYERS CLUB ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the corporation.

Peggy M. Paris
Notary Public, State of Florida at Large
Print Name: Peggy M. Paris
Commission # EE 018005
My Commission Expires: 10/17/2014
He/she is: [check one]:
Personally known
OR Produced I.D. _____
Type of Identification Produced _____

EXHIBIT "A" to EASEMENT

EASEMENT AREA

The road rights-of-way described as Palmera Drive East and Alta Mar Drive, on the plats of the following subdivisions:

Innlet Beach Unit One, recorded in Map Book 13, Pages 14-18 of the public records of St. Johns County, Florida; and

Innlet Beach Unit Two, recorded in Map Book 12, Pages 60-62 of the public records of St. Johns County, Florida; and

Innlet Beach Unit Three, recorded in Map Book 12, Pages 69-72 of the public records of St. Johns County, Florida; and

Exhibit "B" to Resolution

AMENDED AND RESTATED EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 13th day of May, 2014 by **SAWGRASS PLAYERS CLUB ASSOCIATION, INC.**, a Florida non-profit corporation, with an address of 4200 Marsh Landing Boulevard, 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, Florida 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 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 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 and foundations, footing 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 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 acknowledges that Grantee shall not be responsible for maintaining any water lines between the water meter and the improvements served by the utility system and that such lines shall be the maintenance responsibility of the owners of individual lots or parcels served by such lines.

(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", but shall not include responsibility for maintenance of sewer service laterals. Grantor acknowledges that such sewer service laterals shall be the maintenance responsibility of the owners of the individual lots or parcels served by such sewer service laterals.

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, but Grantee shall not 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.

6. This Amended and Restated Easement for Utilities shall completely amend, restate and supercede that certain Easement for Utilities granted by Grantor to Grantee dated May 26, 2012 and recorded in the Official Records Book 3576 at page 1467 of the public records of St. Johns County, Florida.

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:

**SAWGRASS PLAYERS CLUB
ASSOCIATION, INC.**

[Signature]
Witness

By: W. Raymond C. Ford
Its: PRESIDENT

KRISTEN RICHLAND
Print Name

Victoria Mickler
Witness

VICTORIA MICKLER
Print Name

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of May, 2014, by W. Raymond C. Ford as President of **THE SAWGRASS PLAYERS CLUB ASSOCIATION, INC.**, a Florida corporation not-for-profit, on behalf of the corporation.

Peggy M. Paris
Notary Public, State of Florida at Large
Print Name: Peggy M. Paris
Commission # EE 018005
My Commission Expires: 10/17/2014
He/she is: [check one]:
Personally known
OR Produced I.D. _____
Type of Identification Produced _____

EXHIBIT "A" to EASEMENT

EASEMENT AREA

The road right-of-way described as Alta Mar Drive on the plat of Innlet Beach Unit Six, recorded in Map Book 13, Pages 44-45 of the public records of St. Johns County, Florida; and

The road right-of way described as Parcel "A" T.P.C. Boulevard on the plat of Water Oak, recorded in Map Book 14, Pages 51-54 of the public records of St. Johns County, Florida; and

The road rights-of-way described as Parcel "A" T.P.C. Boulevard, Parcel "B" Alta Mar Drive, and Parcel "C" Oak Bridge Drive on the plat of Oak Bridge Roadways, recorded in Map Book 15, Pages 42-44 of the public records of St. Johns County, Florida.



St. Johns County Board of County Commissioners

Utility Department

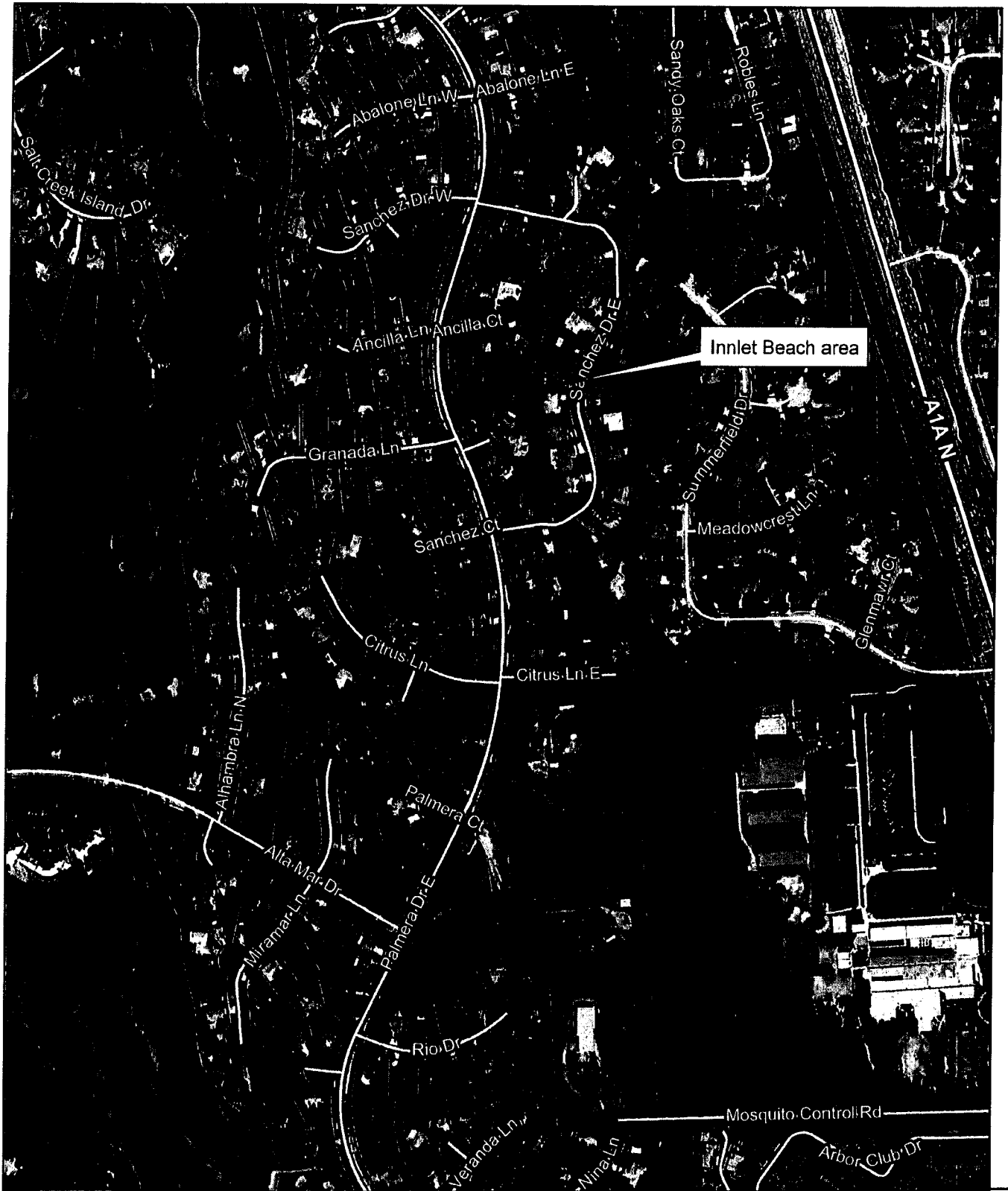
INTEROFFICE MEMORANDUM


TO: Nanette Bradbury, Real Estate Coordinator
FROM: Melissa Caraway, Utility Review Coordinator
SUBJECT: Innlet Beach Subdivision
DATE: July 14, 2014

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Innlet Beach Subdivision.

After acceptance by BCC, please provide the Utility Department with a copy of the executed resolution for our files.

Your support and cooperation as always are greatly appreciated.




 2013 Aerial Imagery
 0 100 200
 Feet
 August 4, 2014

Innlet Beach Subdivision Easement for Utilities

**Land Management
Systems
Real Estate
Division**
 (904) 209-0762
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.

