

RESOLUTION NO. 2014- 228

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES FOR WATER AND SEWER SERVICE TO SERVE COASTAL POINT, COASTAL POINT A/K/A SEAGATE AND SEAGATE NORTH SUBDIVISIONS.**

**RECITALS**

**WHEREAS**, Seagate North Homeowners Association and Seagate at St. Augustine Beach Homeowners Association, have executed and presented to the County two Easements for Utilities, attached hereto as Exhibit "A and B," incorporated by reference and made a part hereof, for water and sewer service to serve Coastal Point, Coastal Point A/K/A Seagate and Seagate North subdivisions; and

**WHEREAS**, St. Johns County Utility Department has reviewed and approved the document 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 the residents.

**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 Easements for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners.

Section 3. 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.

Section 4. The Clerk of the Circuit Court is instructed to record the original two Easements for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 3<sup>rd</sup> day of September, 2014.

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

By:   
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk

RENDITION DATE 9/4/14

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this \_\_\_\_ day of \_\_\_\_\_, 2013 by **SEAGATE AT ST. AUGUSTINE BEACH HOMEOWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, with an address of c/o Sovereign & Jacobs, 461 A1A Beach Blvd., St. Augustine, Florida 32080, 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 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 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", 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.

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:

SEAGATE AT ST. AUGUSTINE BEACH  
HOMEOWNERS' ASSN. INC.

*Steven Sheremet*  
Witness

By: *[Signature]*

Its: President

Steven Sheremet  
Print Name

*Diane Vaughn*  
Witness

Diane Vaughn  
Print Name

State of FL  
County of St. Johns

The foregoing instrument was acknowledged before me this 23 day of October, 2013 by David Klater who is personally known to me or has produced \_\_\_\_\_ as identification.

*Marion Richardson*  
Notary Public



MARION RICHARDSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD957616  
Expires 2/2/2014

EXHIBIT "A"

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 plats of the following:

COASTAL POINT, FIRST AND SECOND PHASES, AS RECORDED IN MAP BOOK 15, PAGE 71-75, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;  
and

COASTAL POINT (A.K.A SEAGATE) A RE-PLAT OF A PORTION OF TOWNHOUSE SECTION, FIRST PHASE AND TOWNHOUSE SECTION, SECOND PHASE, IN "COASTAL POINT", RECORDED IN MAP BOOK 15 PAGES 71-75, AS RECORDED IN MAP BOOK 25, PAGE 99-100 of the said public records; and

COASTAL POINT (A.K.A SEAGATE) A RE-PLAT OF A PORTION OF TOWNHOUSE SECTION, FIRST PHASE AND TOWNHOUSE SECTION, SECOND PHASE, IN "COASTAL POINT", RECORDED IN MAP BOOK 15 PAGES 71-75, AS RECORDED IN MAP BOOK 26, PAGE 8-9 of the said public records; and

COASTAL POINT, PHASE 11, RE-PLAT OF A PORTION OF JOE DRIVE AND LOTS 10 & 11, BLOCK 3, AS RECORDED IN MAP BOOK 30, PAGE 59-61 of the said public records; and

SEAGATE PHASE III, UNIT 1 AS RECORDED IN MAP BOOK 27, PAGE 40-42 of the said public records; and

SEAGATE PHASE III, UNIT 2, AS RECORDED IN MAP BOOK 27, PAGE 81-83 of the said public records.

Exhibit "B" to Resolution

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

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 23 day of June, 2014, by **SEAGATE NORTH HOMEOWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, with an address of c/o May Management Services, Inc. 5455 A1A South, Suite 3, St. Augustine, Florida 32080, 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 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 or owners of properties located in Seagate North I or II.

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 (or individual Lot owners, as the case may be) shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

3. (a) 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.

(b) Grantee, shall, to the extent permitted by law, hold Grantor and its assigns harmless from any and all liability, injuries, death or damages arising out of or resulting from Grantee's negligence in the use of the Easement Area and/or the construction or maintenance of any improvements therein or thereon.

(c) In connection with any litigation arising out of the Easement for Utilities, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at all levels of the proceedings in addition to any other relief granted.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon the parties and their 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:

SEAGATE NORTH HOMEOWNERS'  
ASSOCIATION, INC., a Florida non-  
profit corporation

April Johnston  
Witness

April Johnston  
Print Name MAY MANAGEMENT

Paul R. Rone  
Witness

Paul Rasone - VP  
Print Name

By: Bruce Hoffman

Its: President  
Bruce Hoffman

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 23 day of June, 2014, by Bruce Hoffman as President of Seagate North Homeowners' Association, Inc., a Florida non-profit corporation, on behalf of the corporation. Who is personally known to me or has produced Driver Licence as identification.

Nell L. Bigbie  
Notary Public  
My commission expires: 7/15/16

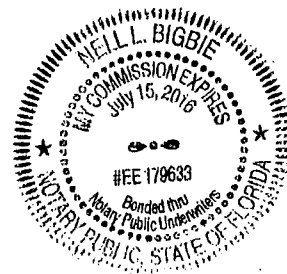


EXHIBIT "A"

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 Seagate North Unit 1 as recorded in Map Book 28, Page 11-12 and Seagate North Unit II as recorded in Map Book 30 Page 38-39, both of the public records of St. Johns County, Florida.



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

Utility Department

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**INTEROFFICE MEMORANDUM**

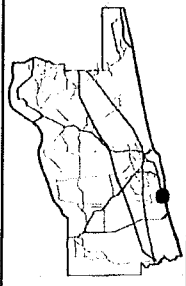
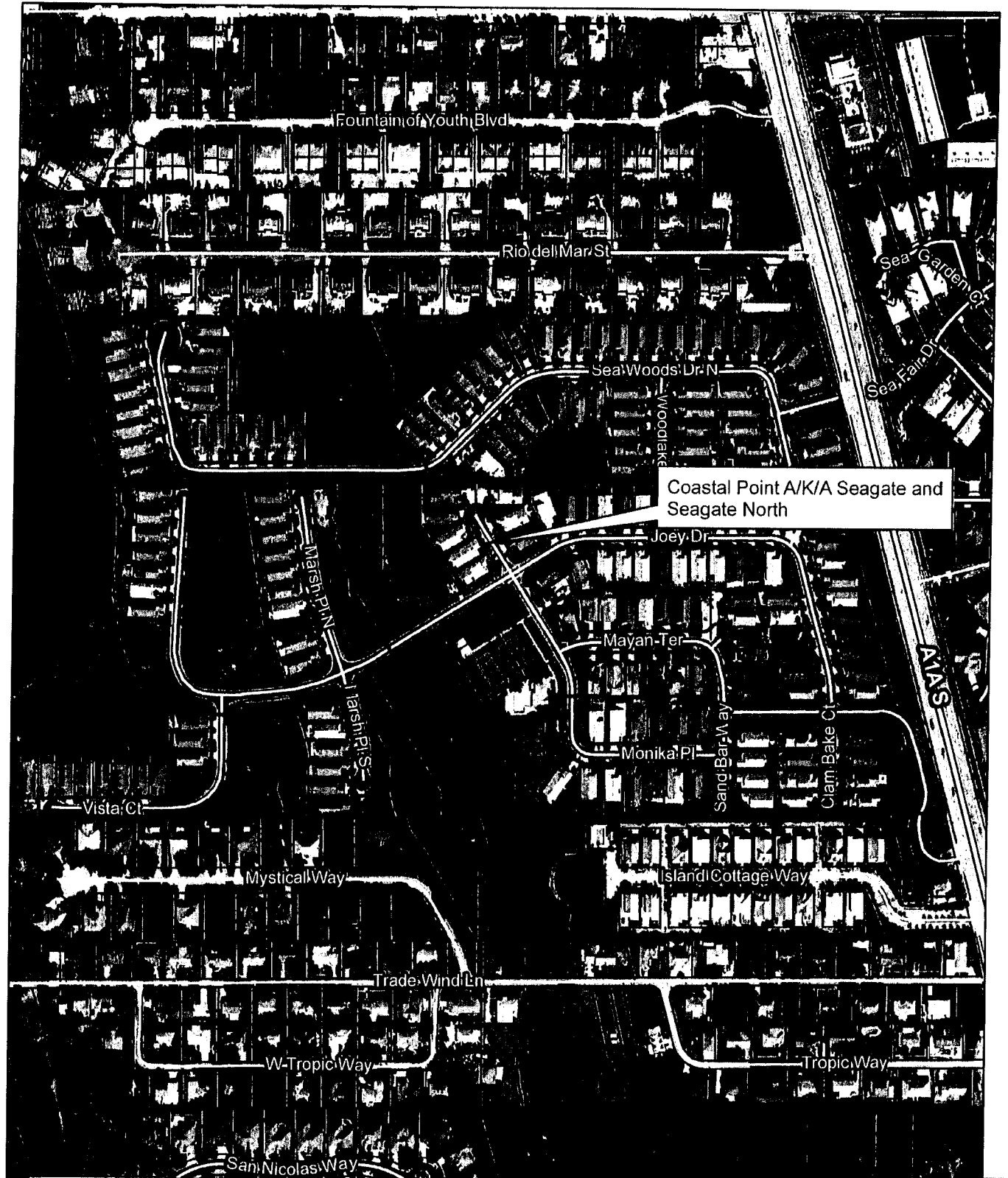
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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Karri Thomas, Asset Management Tech  
SUBJECT: Seagate and Coastal Point subdivisions  
DATE: August 4, 2014

Please present the two Easements to the Board of County Commissioners (BCC) for final approval and acceptance of Coastal Point, Coastal Point A/K/A Seagate and Seagate North subdivisions.

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

Your support and cooperation as always are greatly appreciated.



  
 2013 Aerial Imagery  
 0 100 200  
 Feet  
 August 4, 2014

**Coastal Point A/K/A  
 Seagate and Seagate  
 North subdivisions**

**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 herein.

