

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING AN EASEMENT AGREEMENT FOR UTILITIES FOR WATER AND SEWER SERVICE TO PLANTATION AT PONTE VEDRA UNITS 7, 9, 10 & 11 AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO JOIN IN THE EXECUTION OF THE EASEMENT.**

**RECITALS**

**WHEREAS**, The Plantation of Ponte Vedra, Inc., a Florida non-profit corporation, has executed and presented to the County an Easement Agreement for Utilities, attached hereto as Exhibit "A," incorporated by reference and made a part hereof, for water and sewer service to Plantation at Ponte Vedra Units 7, 9, 10 and 11; 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; and

**WHEREAS**, it is in the best interest of the County to accept the Easement 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 Easement Agreement for Utilities attached and incorporated hereto, is hereby accepted by the Board of County Commissioners and the County Administrator, or designee, is authorized to join in the execution of the Easement.

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 Easement Agreement for Utilities in the Public Records of St. Johns County, Florida.

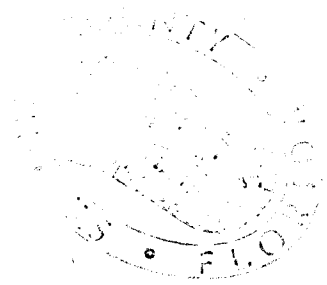
PASSED AND ADOPTED this 3<sup>rd</sup> day of March, 2015.

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

By:   
Priscilla L. Bennett, Chair

ATTEST: Cheryl Strickland, Clerk

By:   
Deputy Clerk



RENDITION DATE 3/5/15

**EASEMENT AGREEMENT FOR UTILITIES**

THIS EASEMENT AGREEMENT FOR UTILITIES (this "Easement") executed and given this 16 day of December, 2014, by **THE PLANTATION AT PONTE VEDRA, INC.**, a Florida not for profit corporation, with a mailing address of 101 Plantation Circle, Ponte Vedra Beach, Florida 32082 (hereinafter, the "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, the "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 by all parties, Grantor hereby 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 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 more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (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 the Grantee and is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference. 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, 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 this Easement.

This Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of records.

(a) Grantor hereby 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) the subsurface of the Easement Area for other utility services and/or other purposes, including without limitation, the right to install, construct, operate, maintain, repair, replace and/or remove telecommunications, telephone, telegraph, electric, gas and/or drainage facilities and foundations, footing and/or anchors for surface improvements, which do not interfere with the rights herein granted to Grantee.

(b) All Utility Lines and Associated Equipment will be installed, operated and/or maintained at all times beneath the surface of the Easement Area; provided, however, that the same may be temporarily exposed and/or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Notwithstanding anything to the contrary, the Utility Lines and Associated Equipment that is customarily and required to be 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 Grantor's reasonable discretion.

(c) This Easement may be relocated to a location acceptable to 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 hereby agree to execute an instrument in recordable form relocating the Easement hereby granted to a 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 the use and occupancy of residential or commercial improvements constructed upon any 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(s) and the improvements served by the utility and/or water distribution 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, modification, repair, inspection, replacement and/or removal of any Utility Lines and Associated Equipment, Grantee shall refill any and all holes and/or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, modification, repair, inspection, replacement and/or removal. Grantee hereby agrees to restore and/or replace any and all sod, landscaping, pavement and/or any other surface improvements which are removed, altered and/or damaged in connection with, arising from and/or related to any installation, construction, modification, repair, inspection, replacement and/or removal of any Utility Lines and Associated Equipment and/or the exercise

of this Easement by Grantee in a proper and workmanlike manner to the condition existing prior to such installation, construction, modification, repair, inspection, replacement and/or removal.

To the extent permitted by law, Grantee shall also be responsible for any and all damage to improvements that are caused by Grantee's intentional acts, omissions and/or negligence.


4. This Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its designees, successors and/or assigns.

5. The terms, conditions, obligations, responsibilities, covenants and/or provisions of this Easement cannot be amended, altered and/or modified in any fashion unless any such amendment, alteration and/or modification is in writing and has been signed by both Grantor and Grantee.


6. To the extent permissible by law, the Grantee will indemnify, defend and hold harmless Grantor, and Grantor's members, employees, officers, directors, agents, management, attorneys, insurers, successors and/or assigns from any and all claims, actions, causes of action, demands, or liabilities of any nature, including judgments, interest, reasonable attorneys' fees, and all other costs, fees, expenses, and charges (collectively, "Claims") to the extent that such Claims arise out of or were caused by the negligence, gross negligence, or willful misconduct of the Grantee while the Grantee was exercising its rights under this Easement. Nothing contained in this Agreement shall be interpreted or construed as an alteration or waiver of the Grantee's sovereign immunity as provided under Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement to be executed by their duly authorized officers as of the day and year first written above.

Signed, sealed and delivered  
in the presence of:

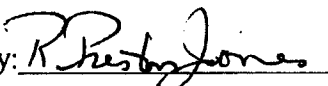
  
\_\_\_\_\_  
Witness

Print Name: Rob Schlingman

  
\_\_\_\_\_  
Witness

Print Name: Charlotte Disston

**GRANTOR:**  
**THE PLANTATION AT PONTE**  
**VEDRA, INC.**

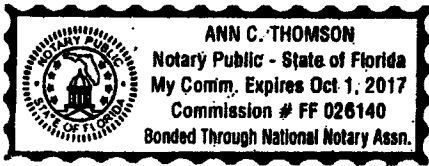
By:   
\_\_\_\_\_

Print Name: R. Preston Jones

Title: President HOA

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of December 2014, by R. Preston Jones (print name) as the President (title) of **THE PLANTATION AT PONTE VEDRA, INC.**, a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced (type of identification) as identification.



NOTARY SEAL:

Ann C. Thomson  
Signature of Notary Public, State of Florida

Print Name: Ann C. Thomson  
Commission Number: FF026140  
My Commission Expires: 10/1/17

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

GRANTEE:

**ST. JOHNS COUNTY, FLORIDA**, a  
political subdivision of the State of Florida

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

Print Name: Michael D. Wanchick

Title: County Administrator

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015  
~~2014~~, by Michael D. Wanchick (print name) as the County Administrator  
(title) of **ST. JOHNS COUNTY, FLORIDA**, a political subdivision of the State of Florida, on  
behalf of the County, who is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.

NOTARY SEAL:

Signature of Notary Public, State of Florida

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A" to Easement**

**EASEMENT AREA**

All project roads and drives and all areas designated as "utility easement areas", all as shown and/or depicted on the plat of Plantation at Ponte Vedra Unit 7 as recorded in Map Book 25, Pages 77 through 80, inclusive, Public Records of St. Johns County, Florida.

**TOGETHER WITH:**

All project roads and drives and all areas designated as "utility easement areas", all as shown and/or depicted on the plat of Plantation at Ponte Vedra Unit 9 as recorded in Map Book 27, Pages 25 through 28, inclusive, Public Records of St. Johns County, Florida.

**TOGETHER WITH:**

All project roads and drives and all areas designated as "utility easement areas", all as shown and/or depicted on the plat of The Plantation at Ponte Vedra Unit 10 as recorded in Map Book 31, Pages 108 through 114, inclusive, Public Records of St. Johns County, Florida.

**TOGETHER WITH:**

All project roads and drives and all areas designated as "utility easement areas", all as shown and/or depicted on the plat of Plantation at Ponte Vedra Unit 11 as recorded in Map Book 39, Pages 55 through 58, inclusive, Public Records of St. Johns County, Florida.

**EXHIBIT "B"** to Easement

**LOCATION OF INGRESS AND EGRESS AREA**

All project roads and drives as shown and/or depicted on the plat of Plantation at Ponte Vedra Unit 7 as recorded in Map Book 25, Pages 77 through 80, inclusive, Public Records of St. Johns County, Florida.

TOGETHER WITH:

All project roads and drives as shown and/or depicted on the plat of Plantation at Ponte Vedra Unit 9 as recorded in Map Book 27, Pages 25 through 28, inclusive, Public Records of St. Johns County, Florida.

TOGETHER WITH:

All project roads and drives as shown and/or depicted on the plat of Plantation at Ponte Vedra Unit 11 as recorded in Map Book 39, Pages 55 through 58, inclusive, Public Records of St. Johns County, Florida.



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

Utility Department

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**INTEROFFICE MEMORANDUM**

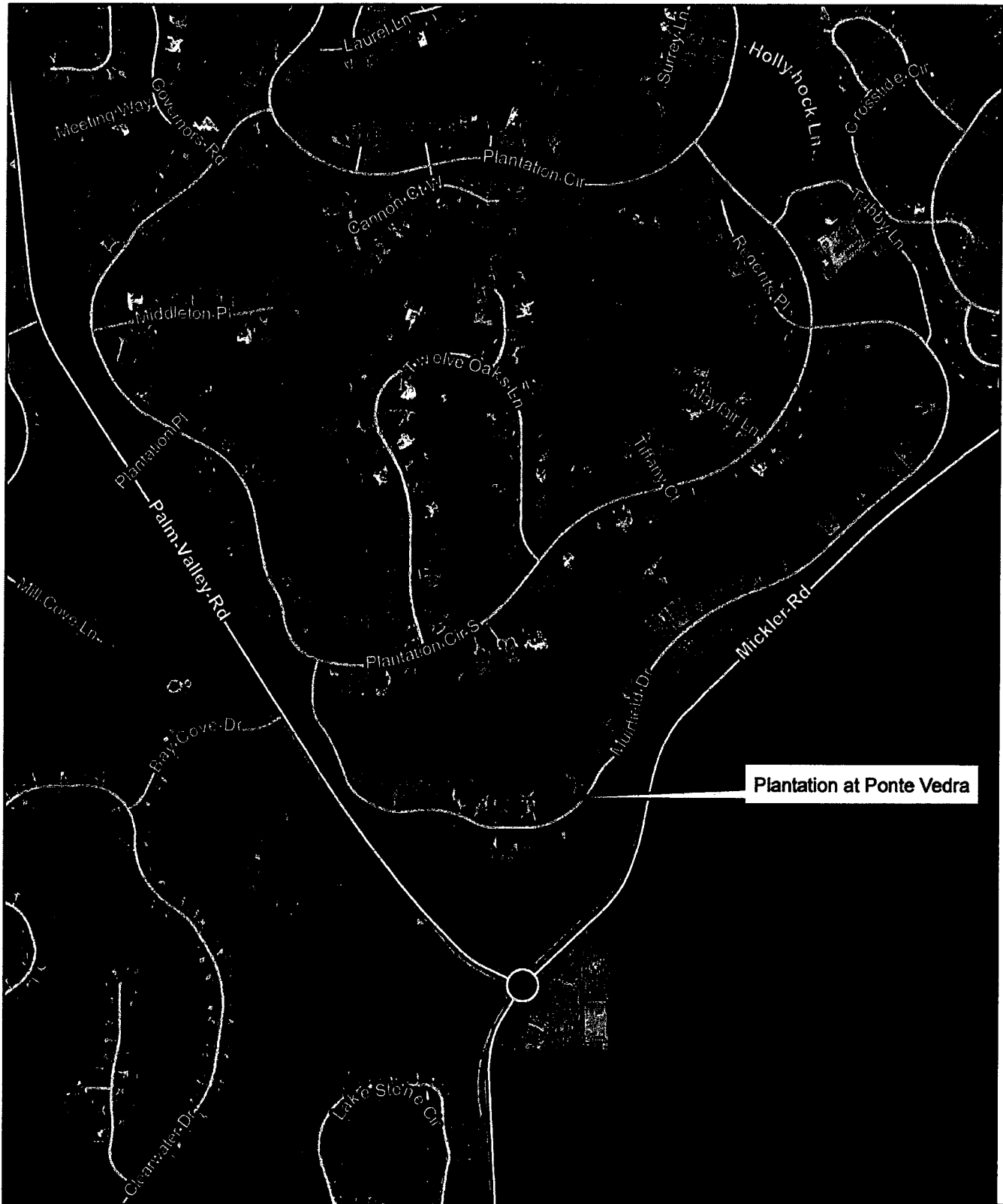
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TO: Nanette Bradbury, Real Estate Coordinator  
FROM: Karri Thomas, Asset Management Tech  
SUBJECT: Plantation at Ponte Vedra  
DATE: February 2, 2015

Please present the Easement to the Board of County Commissioners (BCC) for final approval and acceptance of Plantation at Ponte Vedra Units 7, 9, 10 and 11.

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

Your support and cooperation as always are greatly appreciated.



2013 Aerial Imagery  
 0 100 200  
 Feet  
 February 2, 2015

## Plantation at Ponte Vedra 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.

