

RESOLUTION NO. 2019- 449

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST JOHNS COUNTY, FLORIDA, ACCEPTING TWO EASEMENTS FOR UTILITIES ASSOCIATED WITH TWO PUMP STATIONS AND SEWER FORCE MAINS TO SERVE VILLAGES OF VALENCIA PHASES 1, 3, AND 5 LOCATED OFF U.S. HIGHWAY 1 SOUTH.**

**RECITALS**

**WHEREAS**, Villages of Valencia Homeowners Association, Inc., a Florida 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, associated with two pump stations and sewer force mains systems to serve Villages of Valencia Phase 1, 3 and 5 located off U.S. Highway 1 South; and

**WHEREAS**, Villages of Valencia Homeowners Association, Inc., a Florida corporation, has executed and presented to the County an Easement for Utilities, attached hereto as Exhibit "B" incorporated by reference and made a part hereof, associated with two pump stations and sewer force mains systems to serve Villages of Valencia Phase 1, 3 and 5 located off U.S. Highway 1 South; 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.

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

Section 3. To the extent that there are typographical, scrivener 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 Court is instructed to record the original two Easements for Utilities in the Public Records of St. Johns County, Florida.

PASSED AND ADOPTED this 17th day of December, 2019.

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

By:   
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

  
Deputy Clerk

RENDITION DATE 12/19/19



**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 12<sup>th</sup> day of September, 2019 by **VILLAGES OF VALENCIA HOMEOWNERS ASSOCIATION INC.**, with an address of 6972 Lake Gloria Blvd. Orlando Florida 32809, 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 lift station & sewer force main, 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. PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

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.

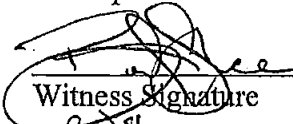

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

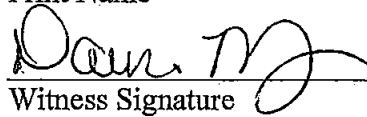
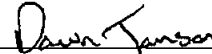
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

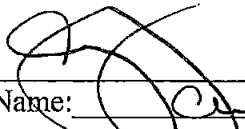
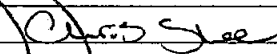
Signed, sealed and delivered  
ASSOCIATION, INC.,

VILLAGES OF VALENCIA HOMEOWNERS  
a Florida not-for-profit corporation

In the presence of:

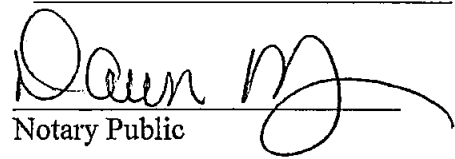
  
\_\_\_\_\_  
Witness Signature  
  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Witness Signature  
  
\_\_\_\_\_  
Print Name

By:   
\_\_\_\_\_  
Print Name:   
\_\_\_\_\_  
Its: President

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2019, by Christopher Stae who is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public

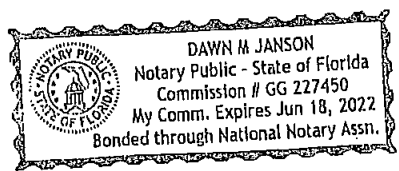


EXHIBIT "A"

EASEMENT AREA

Tract F according to the Plat of Villages of Valencia Phase 1 as recorded in the Public Records of St. Johns County in Map Book 60 Pages 81 - 86

and

Tract D according to the Plat of Villages of Valencia Phase 3 as recorded in the public records of St. Johns County in Map Book 85 Pages 61 - 69.

Exhibit "B" to Resolution

**EASEMENT FOR UTILITIES**

THIS EASEMENT executed and given this 30 day of August, 2019 by **VILLAGES OF VALENCIA HOMEOWNERS ASSOCIATION INC.**, with an address of 6972 Lake Gloria Blvd. Orlando Florida 32809, 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 lift station & sewer force main, 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.

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(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. PUMP STATION & SEWER FORCE MAINS - Grantee, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the Easement Area.

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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  
ASSOCIATION, INC.,

VILLAGES OF VALENCIA HOMEOWNERS  
a Florida not-for-profit corporation

In the presence of:

Trudie R. Baumgardner  
Witness Signature  
Trudie R. Baumgardner  
Print Name

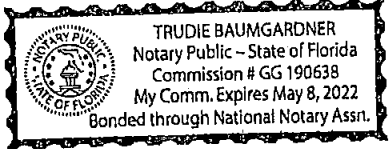
MS Kelley  
Witness Signature  
Seth Kelley  
Print Name

By: [Signature]  
Print Name: Chris Stee  
Its: Manager

State of Florida  
County of St. Johns

The foregoing instrument was acknowledged before me this 30 day of August, 2019, by Chris Stee who is personally known to me or has produced N/A as identification.

Trudie Baumgardner  
Notary Public



10' UTILITY EASEMENT & PERIMETER BUFFER

A PORTION OF TRACT "F", VILLAGES OF VALENCIA PHASE 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 95, PAGES 1 THROUGH 6 (INCLUSIVE) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "F", VILLAGES OF VALENCIA PHASE 5, RECORDED IN MAP BOOK 95, PAGES 1 THROUGH 6 (INCLUSIVE) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 00°25'27" EAST ALONG THE EAST LINE OF SAID TRACT "F", A DISTANCE OF 2163.05 FEET; THENCE SOUTH 89°34'33" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 00°25'27" WEST ALONG A LINE PARALLEL TO THE SAID EAST LINE OF TRACT "F", A DISTANCE OF 2157.23 FEET TO THE NORTH LINE OF SAID TRACT "F"; THENCE NORTH 59°23'58" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 11.57 FEET TO THE POINT OF BEGINNING.

CONTAINING: 21,601 SQ. FT. - 0.5 ACRE ±

# MAP SHOWING SKETCH & DESCRIPTION OF

## 10' UTILITY EASEMENT & PERIMETER BUFFER

A PORTION OF TRACT "F", VILLAGES OF VALENCIA PHASE 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 95, PAGES 1 THROUGH 6 (INCLUSIVE) OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING: 21,601 SQ. FT. - 0.5 ACRE±

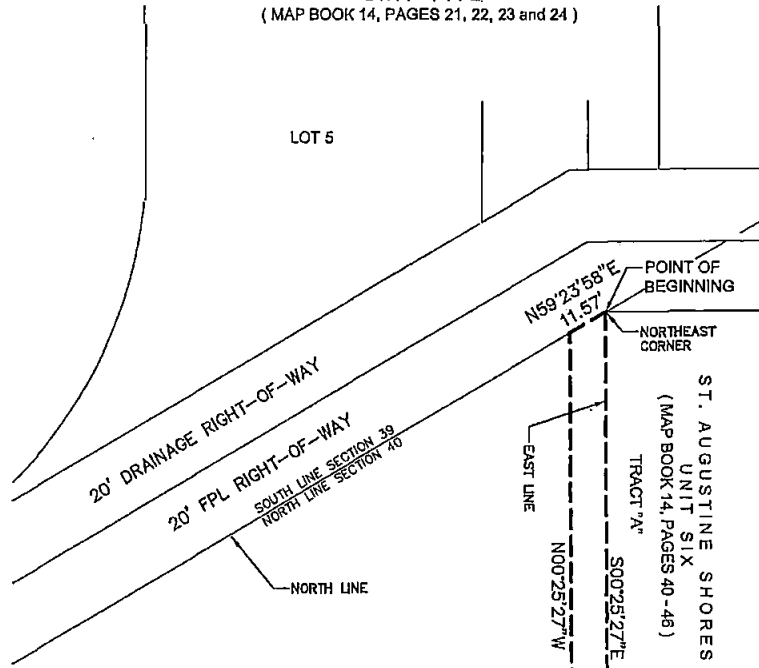
### NOTES:

1. THIS IS NOT A BOUNDARY SURVEY AND DOES NOT PURPORT TO BE SUCH.
2. THIS IS A SKETCH AND DESCRIPTION OF A PROPOSED 10' UTILITY EASEMENT AND PERIMETER BUFFER.



ST. AUGUSTINE SHORES  
UNIT FIVE  
(MAP BOOK 14, PAGES 21, 22, 23 and 24)

LOT 5



### GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.

VILLAGES OF VALENCIA PHASE 5  
MAP BOOK 95, PAGES 1 - 6

TRACT "F"  
(OPEN SPACE)

16' ST. JOHNS COUNTY  
ACCESS & UTILITY EASEMENT

THIS IS TO CERTIFY THAT THE ABOVE LANDS WERE SURVEYED UNDER MY RESPONSIBLE SUPERVISION AND DIRECTION, THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN AND THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER SJ-27, ART. 1 OF THE FLORIDA ADMINISTRATIVE CODES.

No. 4827 08/29/19

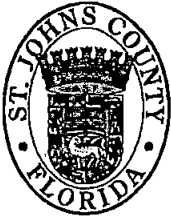
*Bob L. Pittman*  
BOB L. PITTMAN, P.E.S.M.  
Florida Registration Certificate No. 4827  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

### ARC SURVEYING & MAPPING, INC.



5202 SAN JUAN AVENUE,  
JACKSONVILLE, FLORIDA 32210  
PHONE: 904/384-8377  
LICENSED BUSINESS NO. 6487

DRAWN BY:	DATE:	FIELD BOOK & PAGE	JOB NO.
JDY	8/29/19	N/A	18-03-31-01



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

Utility Department

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INTEROFFICE MEMORANDUM

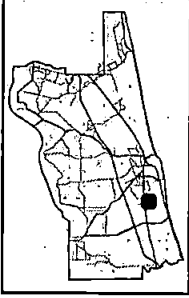
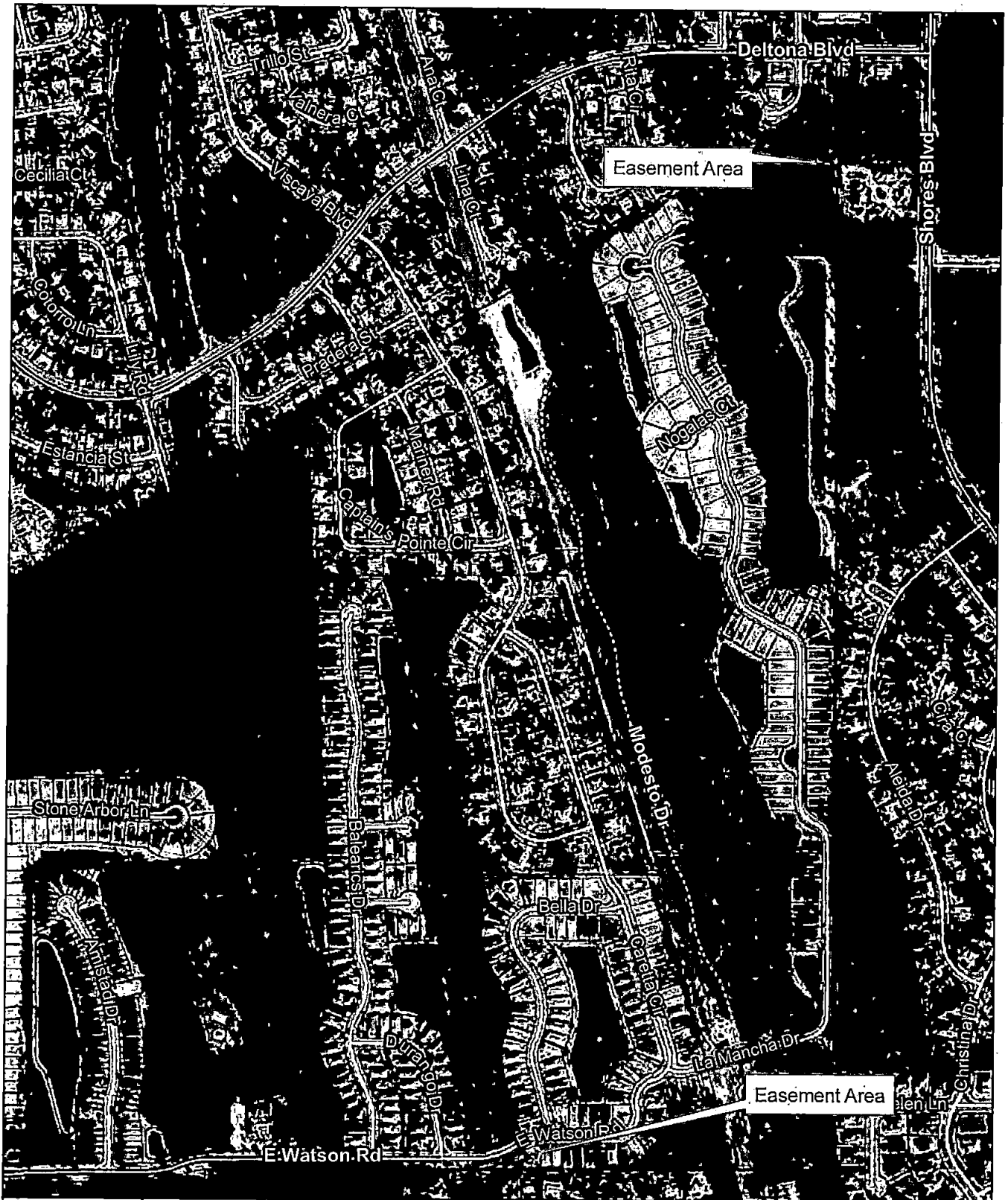
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TO: Debbie Taylor, Real Estate Manager  
FROM: Melissa Caraway, Utility Review Coordinator  
SUBJECT: Villages of Valencia Phases 1, 3, and 5  
DATE: September 19, 2019

Please present the Easements to the Board of County Commissioners (BCC) for final approval and acceptance of Villages of Valencia Phases 1, 3, and 5.

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.



2016 Aerial Imagery  
 0 135 270 540  
 Feet  
 Date: 11/22/2019

*Easements for Utilities*

*Villages of Valencia  
 Phase 1, 3 & 5*

Land Management  
 Systems  
 Real Estate  
 Division  
 (904) 209-0782

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.

