

RESOLUTION NO. 2021- 245

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA ACCEPTING TWO EASEMENTS FOR
UTILITIES OFF PALMERA DRIVE EAST.**

RECITALS

WHEREAS, OBDP, LLC has executed and presented to the County two (2) Easements for Utilities, attached hereto as Exhibit "A," and Exhibit "B," incorporated by reference and made a part hereof, for installation of a lift station and utility lines at The Yards Golf Course off Palmera Drive East; and

WHEREAS, Fletcher Land Corporation granted St. Johns Utilities, Inc., its successors and assigns, a Utility Easement dated May 4, 1982, recorded at Official Records 538, Page 33. The Utility Easement provided perpetual easement rights for the erection, installation and location of a pump station, together with distribution lines, across the property identified as Tract "AK" on the Plat of Inlet Beach Unit Five recorded at Map Book 13, Page 19 and 20; and

WHEREAS, St. Johns Utilities, Inc. executed an Assignment and Assumption in favor of St. Johns Service Company, recorded at Official Records 853, Page 1227; and

WHEREAS, based on a determination of public purpose, Resolution No. 2005-211 dated August 17, 2005 directed and authorized the County to acquire all real and personal property comprising the water and wastewater utility facilities owned by St. Johns Service Company; and

WHEREAS, this lift station needs to be relocated due to its difficult access and proximity to the adjacent homes, and

WHEREAS, The Yards Golf Course has plans to renovate and agreed to provide a new location for the lift station which allows access for service trucks, brings the lift station up to St. Johns County Utility standards, provides additional service to Vicar's Landing, and allows a new force main to be constructed through Vicar's Landing to A1A. The new force main allows the Utility Department to remove a 30+ year old force main that has very limited access, very limited capacity, and a high risk of failure from behind and between many residential properties. The ability to take the existing force main out of service provides significant benefit to the property owners and the County; 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 these two Easements for Utilities for the health, safety and welfare of the citizens located within this service area.

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

PASSED AND ADOPTED this 15th day of June, 2021.

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

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: Brandon J. Patty, Clerk of
the Circuit Court & Comptroller

RENDITION DATE JUN 17 2021

By: Robin L. Patten
Deputy Clerk

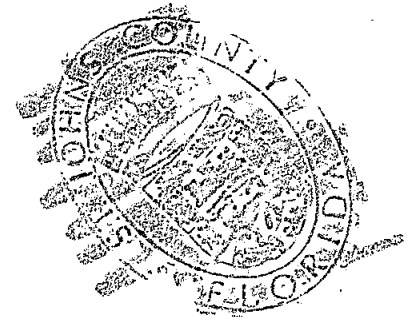


EXHIBIT "A" TO RESOLUTION

Prepared By:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT FOR UTILITIES (the "Easement") executed and given this _____ day of _____, 2021 by **OBBDP, LLC**, a Florida limited liability company, successor by merger to Alta Mar Holdings II, LLC, a Florida limited liability company, with an address of 236 Canal Boulevard, Suite 3, Ponte Vedra Beach, FL 32082, 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 are hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alienate, 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. 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 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 reasonably 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 installed within the Easement Area.

(b) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain gravity sewer lines located within the Easement Area.

3. After any installation, construction, repair, replacement or removal of the Utility Lines and Associated Equipment for 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. Grantee shall 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 the Utility Lines and the Associated 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

OBDP, LLC, a Florida limited liability company

In the presence of:

[Signature]
Witness Signature

Jeff Miller
Print Name

[Signature]
Witness Signature

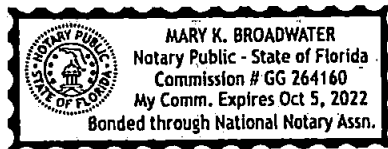
Alex Combs
Print Name

By: [Signature]
Print Name: David Miller
Title: Manager

STATE OF FLORIDA
COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of MAY, 2021, by DAVID MILLER, on behalf of OBDP, LLC, a limited liability company who is personally known to me or has produced as identification.

(Notary Seal)



Notary Public: Mary K Broadwater
My Commission Expires: October 5, 2022

EXHIBIT "A"
EASEMENT AREA

A 10.0 FEET WIDE PARCEL OF LAND IN A PORTION OF THE HEIRS OF THOMAS FITCH GRANT SECTION 40, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING 5.0 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; FOR A POINT OF REFERENCE, COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 AS SHOWN ON PLAT OF INNLET BEACH UNIT FIVE AS SHOWN IN MAP BOOK 13, PAGES 19 THROUGH 20 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH $64^{\circ}25'24''$ WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF PALMERA DRIVE EAST AS NOW ESTABLISHED, A DISTANCE OF 68.70 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE SOUTH $17^{\circ}41'24''$ EAST A DISTANCE OF 371.91 FEET; THENCE SOUTH $74^{\circ}49'29''$ EAST A DISTANCE OF 117.00 FEET TO THE TERMINUS OF THIS DESCRIPTION. CONTAINING 4,889 SQUARE FEET MORE OR LESS. SAID SIDELINES ARE EXTENDED AND SHORTENED TO BE BOUNDED ON THE NORTHERLY END BY THE SOUTHERLY RIGHT OF WAY OF PALMERA DRIVE EAST.

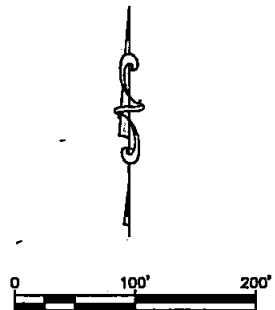
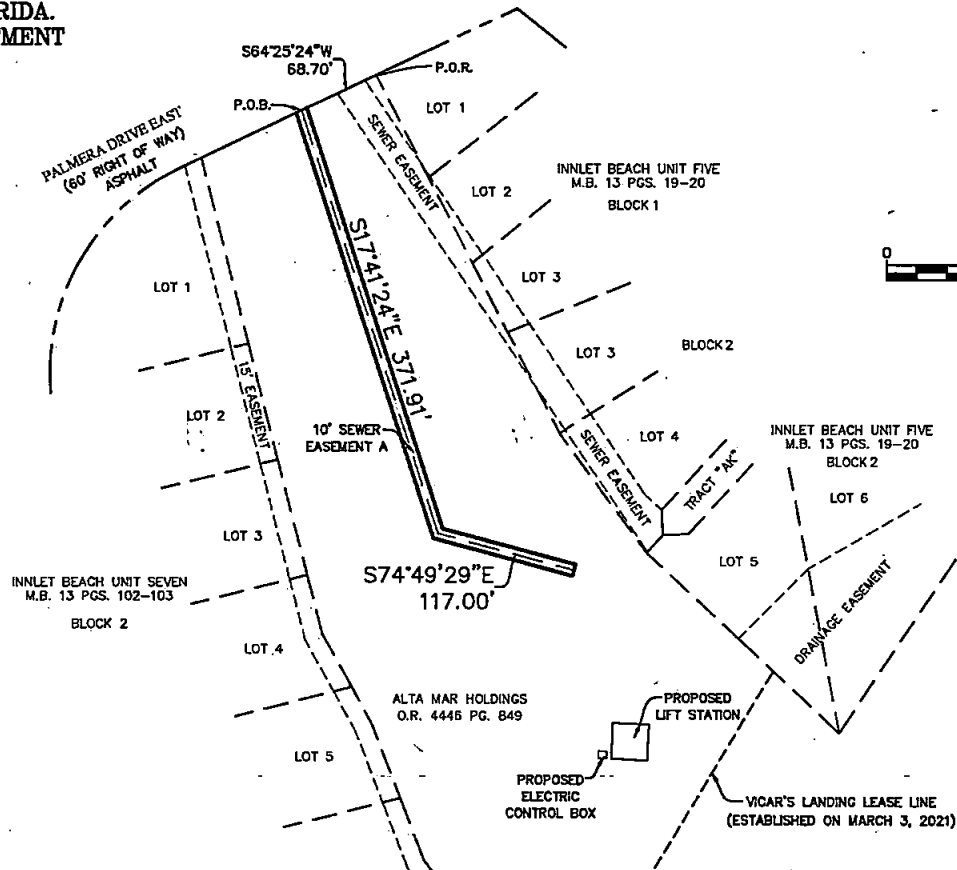
**MAP SHOWING A SKETCH OF DESCRIPTION OF A PORTION OF THE
HEIRS OF THOMAS FITCH GRANT SECTION 40, TOWNSHIP 3 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.
FOR: ST. JOHNS COUNTY UTILITIES DEPARTMENT**

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. NO UNDERGROUND UTILITIES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN.
3. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN.
4. BEARING DATUM BASED ON STATE PLANE COORDINATES, FLORIDA EAST ZONE, IN UNITS OF US SURVEY FEET, REFERENCE TO THE NAD 83/2011.
5. THIS IS A SKETCH OF DESCRIPTION AND DOES NOT PURPORT TO BE AN ACTUAL BOUNDARY SURVEY.
6. DESCRIPTION FURNISHED SEPARATELY.
7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2016.

LEGEND

- M.B. MAP BOOK
- O.R. OFFICIAL RECORDS
- PG.(S) PAGES
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- RIGHT OF WAY



NINA CT LIFT STATION - SEWER EASEMENT A

SKETCH OF DESCRIPTION
DATE OF SKETCH: MARCH 22, 2021



**ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION**

**500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084**

**PATRICIA GAIL OLIVER P.S.M. NO. 4564
Phone (904) 209-0770 Email: goliver@sjcfl.us**

DRAWN BY: J.MANNING
FILE NUMBER: S-1053A
SHEET NO. 1
OF 1

EXHIBIT "B" TO RESOLUITON

Prepared By:
St. Johns County
Real Estate Department
500 San Sebastian View
St. Augustine, FL 32084

EASEMENT FOR UTILITIES

THIS EASEMENT FOR UTILITIES (the "**Easement**") executed and given this _____ day of _____, 2021 by **OBDP, LLC**, a Florida limited liability company, successor by merger to Alta Mar Holdings II, LLC, a Florida limited liability company, with an address of 236 Canal Boulevard, Suite 3, Ponte Vedra Beach, FL 32082, 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 are hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alienate, 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, gravity sewer, lift station and all other equipment and appurtenances as may be necessary or convenient for the operation of (a) a lift station and associated water and sewer mains to serve the Nina Court area of the Sawgrass Players Club Community, and (b) water mains, sewer mains and a lift station, if necessary, to serve the Vicar's Landing project being constructed on adjacent land within the Sawgrass Players Club Community (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 Utility Lines and Associated Equipment shall be constructed only within the portion of the Easement Area depicted on **Exhibit "B"** attached hereto as (the "**Utility Location Map**"). This easement is for the installation, operation, maintenance, repair and replacement of the aforementioned Utility Lines and Associated Equipment and does not convey any right to install other utilities such as water and sewer mains not expressly permitted herein or 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 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 reasonably 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. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment as to which easement rights are granted, Grantee shall maintain the Utility Lines and Associated Equipment. After any installation, construction, repair, replacement or removal of any Utility Lines and Associated Equipment, 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, and Grantee shall 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 and Associated Equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

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

4. 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

[Signature]

Witness Signature

Jeff Miller

Print Name

[Signature]

Witness Signature

Alex Combs

Print Name

OBDP, LLC

By: [Signature]

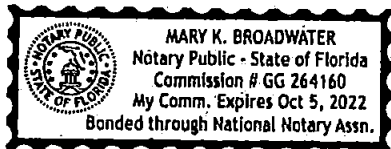
Print Name: David Miller

Title: MANAGER

STATE OF FLORIDA
COUNTY OF Saint Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of MAY, 2021, by DAVID MILLER, on behalf of OBDP, LLC, who is personally known to me or has produced _____ as identification.

(Notary Seal)



Notary Public: Mary K Broadwater
My Commission Expires: October 5, 2022

EXHIBIT "A"

EASEMENT AREA

A PORTION OF THE HEIRS OF THOMAS FITCH GRANT SECTION 40, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTH CORNER OF LOT 4, BLOCK 2 AS SHOWN ON PLAT OF INNLET BEACH UNIT FIVE AS RECORDED IN MAP BOOK 13, PAGES 19 THROUGH 20 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 46°37'04" EAST, ALONG THE SOUTHWESTERLY LINE OF LOT 5, BLOCK 2 OF SAID PLAT, A DISTANCE OF 144.55 FEET; THENCE SOUTH 30°50'11" WEST, ALONG THE VICAR'S LANDING LEASE LINE AS ESTABLISHED ON MARCH 22, 2021, A DISTANCE OF 269.09 FEET; THENCE NORTH 68°32'41" WEST A DISTANCE OF 101.51 FEET TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 2 AS SHOWN ON PLAT OF INNLET BEACH UNIT SEVEN AS RECORDED IN MAP BOOK 13, PAGES 102 THROUGH 103 OF THE PUBLIC RECORDS OF AFOREMENTIONED COUNTY; THENCE NORTH 37°10'58" WEST, ALONG THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 73.59 FEET TO A POINT OF INTERSECTION; THENCE NORTH 20°42'30" WEST ALONG THE EASTERLY LINE OF SAID PLAT OF INNLET BEACH UNIT SEVEN, A DISTANCE OF 120.99 FEET TO A POINT OF INTERSECTION; THENCE NORTH 28°30'30" WEST, ALONG THE EASTERLY LINE OF LOT 5 OF SAID PLAT, A DISTANCE OF 35.86 FEET TO THE NORTHEAST CORNER OF LOT 5; THENCE NORTH 59°37'30" EAST A DISTANCE OF 266.47 FEET; THENCE SOUTH 35°53'27" EAST, ALONG THE SOUTHWESTERLY LINE OF LOT 4, BLOCK 2 AS SHOWN ON AFOREMENTIONED PLAT OF INNLET BEACH UNIT FIVE, A DISTANCE OF 26.75 FEET TO THE POINT OF BEGINNING. CONTAINING 1.7 ACRES MORE OR LESS.

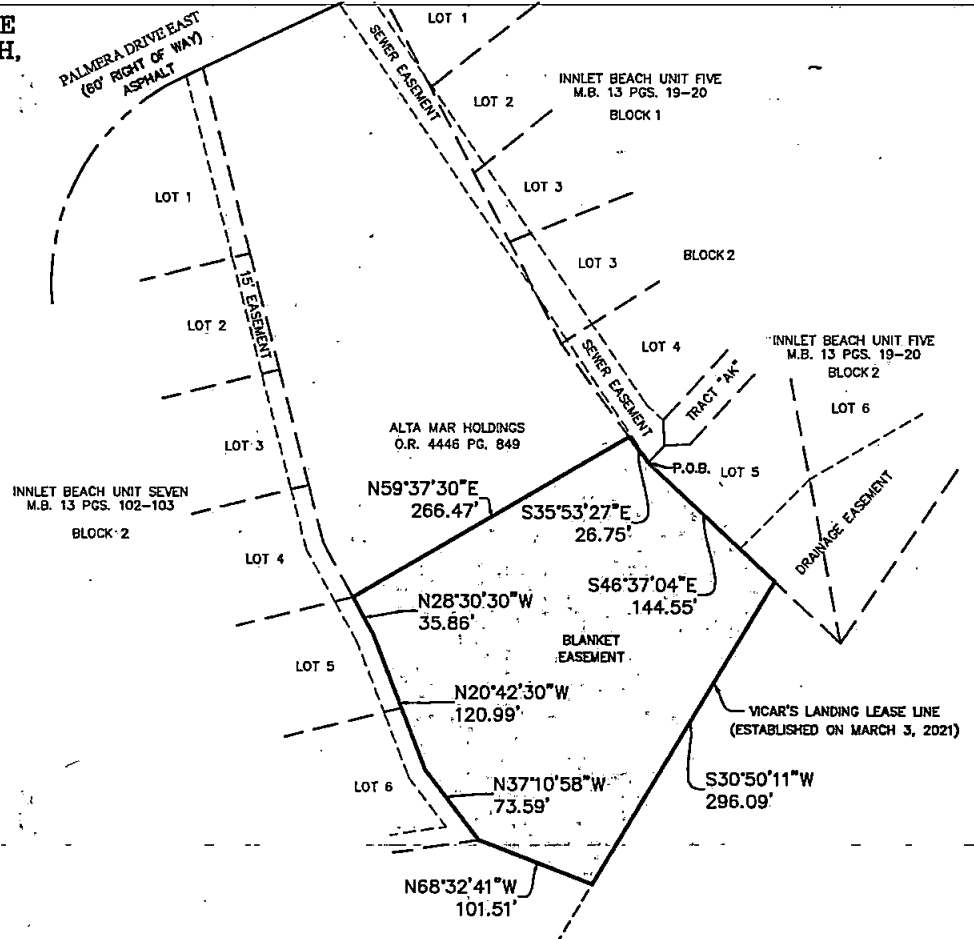
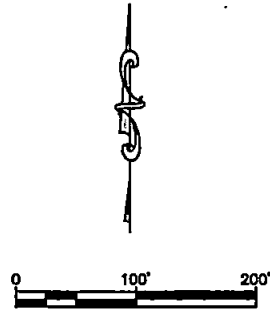
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7. AERIAL PHOTOGRAPHY, IF SHOWN, WAS OBTAINED IN JANUARY 2019.

LEGEND

- M.B. MAP BOOK
- O.R. OFFICIAL RECORDS
- P.C.S. PAGES
- P.O.B. POINT OF BEGINNING
- RIGHT OF WAY



NINA CT LIFT STATION - BLANKET EASEMENT

SKETCH OF DESCRIPTION
DATE OF SKETCH: MARCH 22, 2021



ST. JOHNS COUNTY LAND MANAGEMENT SYSTEMS
SURVEYING AND MAPPING DIVISION

500 SAN SEBASTIAN VIEW
ST AUGUSTINE, FLORIDA 32084

PATRICIA GAIL OLIVER P.S.M. NO. 4564
Phone (904) 209-0770 Email: goliver@sjcfl.us

DRAWN BY: J.MANNING
FILE NUMBER: S-1053C
SHEET NO. 1
OF 1



EXHIBIT "C" TO RESOLUTION

St. Johns County Board of County Commissioners

Utility Department

INTEROFFICE MEMORANDUM

TO: Sheri Lewis, Sr. Real Estate Coordinator
FROM: Scott Trigg, Utilities Chief Engineer – Capital Group
SUBJECT: Palmera Drive East Easement for Utilities
DATE: May 24, 2021

Please present these two (2) Easements for Utilities to the Board of County Commissioners (BCC) for final approval and acceptance.

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.



2019 Aerial Imagery
 0 50 100 Feet
 May 24, 2021

Easement for Utilities

Palmera Drive East

Land Mgmt. Systems
 Real Estate Division
 209-0764
 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.

